COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Home & Environments for Living and Programs, Inc.
D/B/A, Adloff Place

AND

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 73

LOCAL 73

SEIU
Stronger Together

600 South 4th Street
Springfield
Phone: 217-522-1182

Effective: August 31, 2016
Expires: August 31, 2019
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TERM OF AGREEMENT:
August 31, 2016 - August 31, 2019
Agreement Between

HOME & ENVIRONMENTS FOR LIVING AND PROGRAMS, INC.
D/B/A ADLOFF PLACE
SPRINGFIELD, ILLINOIS
and
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 73
Effective August 31, 2016
Expires August 31, 2019
***************

ARTICLE 1- INTENT AND PURPOSE

1.1 This agreement is entered into by Home & Environments for Living and Programs, Inc. d/b/a Adloff Place, hereinafter referred to as the "Employer," and Service Employees International Union, Local 73, hereinafter referred to as the "Union," after engaging in collective bargaining pursuant to the National Labor Relations Act. References to either male or female gender within this agreement shall include both male and female genders.

The Employer and the Union each represent that the purpose and intent of the Agreement is to promote cooperation and harmony, to recognize mutual interests, to establish an equitable and peaceful procedure for resolution of differences, to formulate rules to govern the relationship between the Employer and the Union; to promote efficiency and services; and to establish rates of pay, hours of work and other conditions of employment.

ARTICLE 2 –RECOGNITION

2.1 The Union shall be the sole and exclusive collective bargaining agent for the purposes of establishing, wages, hours, and other conditions of employment for the bargaining unit, consisting of all full-time and part-time employees in the bargaining unit at the Employer's establishment commonly called; Adloff Place, located at 50 Adloff Lane, Springfield, Illinois. If this facility is moved to another location, as a replacement facility, then the terms and conditions of this Collective Bargaining Agreement will continue in full force. The bargaining unit EXCLUDES office clerical and professional employees, guards and supervisors as defined in the Act.

2.2 Bargaining unit work may not be performed by persons who are not members of the bargaining unit, except in the following circumstances:
   1) as outlined in Art. 9.7 or
   2) a supervisor may perform bargaining unit work, for a limited time, in the case of an emergency, if a bargaining unit member is not displaced.

2.3 The Employer will neither negotiate nor enter into any bargaining agreement on behalf of its employees in the bargaining unit unless it is through duly authorized representatives of the Union.
2.4 The Employer agrees that it will not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, or discriminate against any of its employees in connection with their membership in the Union.

ARTICLE 3 -OTHER AGREEMENTS

3.1 All understandings and agreements between the parties hereto are embraced herein and neither of the parties or their representatives or members of the Union or probationary workers shall enter into any written or oral agreements that in any way conflict with any of the terms or provisions of this Agreement.

ARTICLE 4 -MANAGEMENT RIGHTS

4.1 Except to the extent expressly abridged by a specific provision of the Agreement, the Company reserves and retains, exclusively, all of its rights to manage the facility.

4.2 Such rights of management, which are not abridged by this Agreement, will include but are not limited to its rights to determine the number, location and types of its operations and methods, processes and materials to be employed; to discontinue processes or operations in whole or in part, and to contract out any such operations, to include: consultants and other businesses which are necessary for the upkeep of the facility; to transfer, sell or otherwise dispose of its business in whole or in part; to determine the number of hours per day or per week operations will be carried on; to select and to determine the number and types of employees required; to assign work to such employees; to establish and change work schedules and assignments; to transfer, promote or demote employees, or layoff, or terminate employees for just cause; to make rules for the maintenance of discipline and protection of life and property.

ARTICLE 5 -UNION SECURITY

5.1 It shall be a condition of employment for all employees of the Employer covered by this Agreement by the ninetieth (90TH) day following the beginning of employment shall either become members of the Union and thereby pay dues to the Union or pay an equivalent service fee to the Union. The Union shall establish both rate of the Union dues and the service fee. Both Union dues and service fees shall be deducted by the Employer on forms provided by the Union, the forms shall designate whether the deduction is for Union dues or the service fee.

5.2 The Employer and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation or because of race, religion, color, creed, national origin, sex, age or disability in accordance with existing laws.

5.3 The Employer will deduct from the first pay of each month the Union dues, initiation fees and/or COPE contribution of each employee covered by this Agreement, provided the Union has furnished the Employer with a signed authorization.
5.4 The Union shall indemnify and hold the Employer harmless from and against any and all claims, demands, actions, complaints or other forms of liability, including but not limited to, damages, attorneys’ fees and costs arising out of or by reason of any actions taken or not taken by the Employer for the purpose of complying with Article 5 of this contract.

5.5 The Bargaining Unit may be represented by one (1) steward for the afternoon shift and one (1) steward for both day shift and night shift. The selection of the steward and alternate will be in a manner as determined by the Union. The Union will notify the Employer in writing of the names of the stewards and promptly notify the Employer in writing of any changes of stewards during the term of this Agreement. In addition, the Union will notify the Employer in writing of the addresses and phone numbers of the Union representatives to the facility and will keep such information current. In the event the unit has no steward, all discipline,hirings, firings and personnel matters may be handled by the Union Representative assigned to Adloff Place.

5.6 The Union representative shall have access to the Employer’s facility in accordance with the Illinois Department of Public Health regulations along with the presence of an Employer representative. The Union may have reasonable access to the residential facility at a time when it does not disrupt essential services to individuals living there. The Employer will be notified prior to such a visit by the Union.

5.7 The Employer will grant to a steward time off during working hours as may be reasonably required to perform the duties set forth below, provided the steward first receives the permission of the Home Manager or the Administrator in the Home Manager’s absence:

1. To attend grievance meetings which have been scheduled by the parties. Such meetings shall be scheduled so as to have as little working time lost as possible.

2. To investigate grievances, provided that this is done at reasonable times and does not cause a disruption of work.

3. To attend Labor Management meetings which have been scheduled between the parties to occur during hours.

4. To attend collective bargaining negotiations and such additional activities as mutually agreed upon.

5.8 The Employer shall allow newly hired employees to be visited by the appropriate Union Steward or Union Representative if there is no steward, for brief orientation, not to exceed five (5) minutes. Such visits shall normally occur during regular working hours. Whenever the Employer conducts orientation for new hires, a Union Representative shall be allowed up to 5 minutes to present information about the Union and the bargaining agreement. Bargaining unit employees shall attend this portion of the meeting.

5.9 The Employer will continue to utilize employees to perform work for which they are qualified. Prior to the Employer subcontracting work when such change amounts to a
deviation from past practice with the bargaining unit, the Employer shall notify the Union, and offer the Union an opportunity to discuss the planned subcontracting of work.

5.10 The Union will be allowed reasonable space to post notices and information related to Union business. This space shall be at a mutually agreed upon location.

5.11 On a monthly basis the Employer will provide the Union, in hard copy form, with the following personnel transactions involving bargaining unit employees: New hires, promotions, reclassifications and reallocations, layoffs, recall from layoffs, reassignments, leaves, returns from leaves and terminations.

5.13 Not more than twice per year, the employer will provide the Union with a list of bargaining unit members showing name, current classification, home address, date of hire and anniversary date. Such information will be furnished in hard copy form or via email where available.

ARTICLE 6 –NO STRIKE/NO LOCKOUT

6.1 Neither the union nor any of its officers, agents, members or employees will investigate, promote, encourage, sponsor, engage in a strike, or any other intentional interruption of work during the term of this agreement. The Union further agrees that there shall be no acts that interfere in any way or to any degree with the provision of services to the individuals in the homes.

6.2 Any employee who participates in or promotes a strike or work stoppage or any other action in violation of this article, may be discharged.

6.3 Upon notification by the Employer to the Union that certain employees are engaged in a violation of this provision, the Union shall immediately request in writing that such employees return to work, and provide the Employer with a copy of such request. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to attempt to secure the employees' return to work; as promptly as possible.

6.4 The Union further agrees that it will in no way discourage its members from communicating directly with supervisors or the Employer in reference to work-related problems.

6.5 The Employer agrees not to lock out employees during the term of this Agreement.

ARTICLE 7 - HOURS AND WORKING CONDITIONS

7.1 Time and one-half (1 1/2) shall be paid for all hours worked in excess of forty (40) hours in a standard work week.

7.2 Employees who are regularly scheduled to work at least thirty-two (32) hours per week shall be classified as full-time employees.
7.3 Employees who are regularly scheduled to work for 16 hours but less than thirty-two (32) hours per week, shall be classified as part-time employees.

7.4 Certified hires, i.e. Direct Support Professionals (DSP), shall be classified as probationary employees during the first ninety (90) days of their employment. Employees who terminate their employment with the Employer after completing the probationary period and are thereafter rehired shall be classified as probationary employees during the first forty-five (45) days following the date of their re-employment. During the probationary period, the Employer will determine whether the probationary employee has demonstrated that he/she is qualified to become a regular employee.

7.5 Noncertified hires, i.e. Habilitation Technicians, hired for a period of time usually not to exceed ninety (90) days shall be classified as probationary employees. Noncertified hires are to meet the requirements as outlined within the Public Health Standards. Such probationary employment may be extended for an additional thirty (30) days upon the Employers approval. During the probationary period, the Employer will make available the training and will determine whether the Habilitation Technician has demonstrated that he/she is qualified to be certified. Employees not qualified to become certified will not be continued in employment.

7.6 Any decision involving the employment or continued employment of probationary employees is entirely within the discretion of the Employer. At any time during the probationary period, the Employer shall have the right to terminate the employment of any probationary employee. Such decision to terminate is final and there will no recourse to any step of the grievance procedure provided in this Agreement.

7.7 Employees that are approved for a change in status (job title and function) will be required to fulfill an additional ninety (90) day probationary period. An employee may however be exempt if the employee had previously completed at least (90) days in the new position to be assumed. If in the event the employee is unable to meet the necessary job requirements the employee may bid back his former position.

7.8 The work period begins at 12:01 a.m. on Sunday of each week and ends the following Saturday at 12:00 midnight.

7.9 In the event of a permanent change in employee work schedules, the Employer shall provide the employee with a 14 day notice or 24 hour notice in unforeseen circumstances.

7.10 A regular work day shall be considered eight (8) hours for break purposes.

   a. A thirty (30) minute paid meal period is to be taken within approximately one hour of mid-shift.
   b. For each eight (8) hour shift, employees shall also be granted two (2), fifteen (15) minute breaks. These breaks will be taken in the approximate middle of the half shift.
   c. Employees working less than eight (8) hours shall be granted reasonable break time at the direction of the immediate supervisor.
7.11 When possible, overtime will be offered first to those employees on the shift who regularly perform the work, in order of seniority. When there are not enough volunteers, the Employer may seek volunteers from other shifts. When there are insufficient volunteers, the Employer may require the least senior employee(s) from the work shift on duty to work overtime.

7.12 Whenever an employee is called in, or expected to report in outside his/her regular hours of work, the employee will be paid in minimum of one (1) hour's pay at the appropriate rate. Should the task take less than one (1) hour, the employee may be allowed to return home. When the employee works more than one (1) hour, the employee will be paid the actual hours worked.

ARTICLE 8 -SENIORITY

8.1 Within the bargaining unit seniority means total length of continuous employment with the Employer. The employee's seniority will date from his/her original date of employment. Seniority shall not be interrupted by an Employer approved leave of absence. Revised seniority list will be submitted to the Union semi-annually. For the purposes of job seniority, the following job classifications will apply:
   1. LPN
   2. Habilitation Technician /Direct Support Professional (DSP)
   3. Cook

8.2 Employees shall not acquire seniority rights until they have completed ninety (90) days of employment.

8.3 Seniority of an Employee shall terminate for any of the following reasons:
   1. Voluntary resignation
   2. Discharge for proper cause
   3. Failure of an employee to return to work following a layoff within five (5) working days after notice by certified mail by the Employer to the employee's last shown address on Employer's records.
   4. Failure of an employee to return to work under terms and conditions of the Article on Leave of Absences.
   5. Where an Employee has performed no work for the Employer for a period of six (6) months because of layoffs.
   6. Retirement.

8.4 The word "layoff" means a reduction in the work force. In the event of a layoff, the Employer shall make every effort to provide a 14-day notice or 24 hour notice in unforeseen circumstances to notify the Union prior to the effective date of layoff. The Employer will then proceed with the implementation of the layoffs. A layoff will be accomplished by the Employer on the basis of employee skill, ability and job seniority. All circumstances being reasonably equal, length of service shall be the controlling factor.

8.5 If the work force is increased after a layoff, the Employer shall notify employees eligible for recall by certified letter at the last known address. Employees will be recalled in
the reverse order of layoff, provided that the employees recalled are qualified to do the job. Qualified laid off employees will receive priority consideration over outside hires. The employee is responsible to provide the Employer with their current mailing address. The employee must notify the Employer within three (3) calendar days after receipt of notice whether the employee will accept recall. If an employee declines an offer of recall, he will be considered as having resigned without proper notice.

8.6 Recall rights following a layoff shall terminate after 6 months.

8.7 All fully elected stewards of the union, except those in probationary status, shall be deemed more senior than any other bargaining unit member where seniority is applied. Seniority among stewards shall be determined in accordance with Articles 8.1 and 8.3.

ARTICLE 9 - VACANCIES AND TRANSFERS

9.1 A job will be considered vacant when it is newly created, or when the employee holding the job has quit, is discharged, retired, or transferred, and the need to fill the position continues as determined by the Employer.

9.2 When a job opening occurs, employees shall be permitted to indicate in writing, any desire to be considered for the vacancy. However, the Employer may fill the position on a temporary basis with a qualified employee as outlined in Article 9.7.

9.3 An available position shall be posted by all time clocks for a period of five continuous calendar days. The notice shall indicate the position involved, the hours of work and the particular qualifications expected of the applicant. Other methods of advertising the position such as by newspaper may also be used concurrently or later.

9.4 Interested employees shall submit their interest in writing to the Employer within the five day posting period.

9.5 The selection of an applicant to fill a vacant position will be based on job length of service and the ability to function on the job. The decision determining "ability to function" will be based on the applicant's prior performance, demonstrated skills, experience and related training. Among two or more applicants, when ability to function is equal, seniority will control.

9.6 When an employee is assigned to a position that the employee had applied for, the Employer has no obligation to consider a new application from that employee until the employee has served in that position for ninety (90) days.

9.7 When filling a vacancy, it shall be offered in the following order:
   a. To current employees within the bargaining unit, which is done by posting within the facility for five (5) continuous calendar days.

   b. To other employees, within the facility, but not within the bargaining unit.
If the position is not filled by either of the above groups, the Employer may advertise and then offer the position to any other qualified person. When filling a vacancy by a or b, a part-time temporary or casual employee may fill the vacancy until the process in a or b is completed.

**ARTICLE 10 - PERSONAL APPEARANCE AND CLEANLINESS**

10.1 All employees are required to wear clean clothing and be appropriately groomed in accordance with current policy/procedure.

**ARTICLE 11 - FUNERAL LEAVE**

11.1 In the event of the death of the employee’s father, mother, current father-in-law, current mother-in-law, brother, sister, spouse, son, daughter, grandparents of the employee or spouse, the Employer will grant a Funeral Leave of absence with pay from day of death until and including the day of the funeral, not to exceed three (3) scheduled work days, within a twelve (12) concurrent month period provided the employee attends the funeral. In the event of the death of the employees current step-father, current step-mother, current step-son, current step-daughter the Employer will grant a Funeral Leave of absence with pay for the day of the funeral. Additional funeral leave days may be requested and submitted to the Employer for approval. The company may request that the death and funeral be documented by an obituary or funeral service program.

**ARTICLE 12 - JURY DUTY**

12.1 Employees who are subpoenaed and who report for jury service shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee’s regular straight time hourly rate of pay. When an employee is released for a day or the greater part of a day, he shall report to work.

12.2 Court appearances on behalf of the Employer shall be compensated as time worked.

**ARTICLE 13 - SICK LEAVE**

13.1 A full-time employee earns two (2) hours per pay period and a part-time employee earns on a pro-rated basis not to exceed two (2) hours per pay period. Calculation of accrued sick time is as follows: For every regularly scheduled eighty (80) hours of work earned, the employee will receive two (2) hours paid sick time. Sick days cannot be used until after ninety (90) days of continuous employment. Sick days shall not be paid out on termination and shall not be cashed in at year’s end.

13.2 To qualify for sick leave pay, the employee must notify the Employer of his absence at least two (2) hours in advance of the scheduled shift. An employee shall receive sick pay for scheduled days missed if sick leave is approved by the Employer. A doctor's statement may be required when deemed necessary by the Employer. If absent for two (2) or more
days the employee must furnish the Employer a physician's statement of reason for his absence, and certification that the employee is free from any communicable infectious, or contagious disease(s), and able to resume full duty.

13.3 Sick leave pay will not be paid if the employee is sick on non-scheduled work days, vacation leave days, holiday leave days, or other days of granted leave, with or without pay.

13.4 Sick leave will not be earned while on leave of absence.

13.5 Sick leave hours shall begin accruing on the first day of employment.

ARTICLE 14 - VACATIONS

14.1 Full-time employees shall be granted paid vacations as follows:
   
   One (1) week after one (1) year of continual service
   Two (2) weeks after three (3) years of continual service
   Three (3) weeks after seven (7) years of continual service
   Four (4) weeks after ten (10) years of continual service.

14.2 Employees may make written requests for the vacation period of at least ½ day on a Leave Request Form. Vacation requests of one week or more will be submitted at least fourteen (14) days in advance.

14.3 Where conflict occurs between two or more employees in a given classification who desire the same vacation period, their seniority shall be the determining factor, and the name of the employee to whom the contested vacation period has been awarded by the Employer shall be posted.

14.4 Part-time employees shall receive pro-rated vacation benefits after one (1) year of service.

14.5 Vacation time will be paid at regular time rate for regular daily scheduled time or maximum of eight (8) hours per day.

14.6 Vacations are scheduled year round except from December 20th through January 5th. It shall be the employee's responsibility to inform the Administrator or designee, in writing, of the requested dates of vacation desired.

14.7 If an employee eligible for vacation under these provisions is terminated, the employee will be paid any earned vacation time not taken by the last day of work.

14.8 If an employee voluntarily resigns and provides a 14 day working notice in advance of the resignation, the employee will be paid any earned vacation not taken by the last day of work.
14.9 A week of vacation time for a full-time employee is seven (7) consecutive days off, with five (5) days pay.

ARTICLE 15 – HOLIDAYS

15.1 A total of six (6) holidays is recognized annually for pay purposes even though the vital nature of the work precludes employees from work stoppage in the observance of a particular holiday.

15.2 The following holidays are recognized:
   1. New Year's Day
   2. Memorial Day
   3. July 4th
   4. Labor Day
   5. Thanksgiving Day
   6. Christmas Day

15.3 All full-time hourly wage employees who work on an approved holiday will receive ½ times their regular rate of pay for all hours worked plus eight (8) hours Holiday pay (or proportionate to the employee's regular scheduled hours) after successfully completing their probationary period. Employees not scheduled to work the Holiday day will receive eight (8) hours of pay (or proportionate to the employee's regular scheduled hours) after successfully completing their probationary period.

15.4 To be eligible to receive Holiday pay for working on an approved Holiday, an employee must work as scheduled or assigned, BOTH the employee's last scheduled work day BEFORE and the DAY AFTER the Holiday is observed (exceptions can be made in advance for extreme circumstances, at the discretion of management.). If an employee is absent on one or both of these days because of an illness or injury, the Administrator or designee reserves the right to request a physician's statement indicating the date the employee received medical attention. If scheduled to work on an approved holiday and the employee does not report to work, no holiday pay will be paid.

15.5 Holidays will be evenly distributed to all employees.

ARTICLE 16 - LEAVE OF ABSENCE

16.1 DDMS managed facilities shall ensure that military leave is taken according to the Universal Military Training and Service Act of June 1951, the Reserve Forces Act of August 1955, the Uniformed Services Employment and Reemployment Rights Act of 1994 and any other applicable federal statutes, or Illinois state law provided the employee has completed at least ninety (90) days of service. Leave of absence without pay shall be granted to all employees (except temporary) who enter military service for active duty as a result of either of the following circumstances listed below:
   A. Initial enlistment into the Armed Forces of the United States.
   B. Initial training period in the National Guard or Reserves.
C. Being ordered to military active duty as a member of the Reserves or National Guard, for an indefinite period, or for periodic training.

D. Armed Forces requirements under the Selective Service Act or federal or state statute.

Paid days leave (vacation) may be taken concurrently with military leave of absence, but not consecutively. If days are taken concurrently, the employee shall be paid base salary for the number of days used.

16.2 Family Medical Leave Act

A. Leaves of absence without pay may only be taken by employees after working for the Employer at least one full year, and for at least 1,250 hours over the previous 12 months pursuant to the following policy.

B. It is the policy of the Employer not to automatically hold positions open during medical leave; employees will only be restored to their original or equivalent position with equivalent pay as follows:

   (1) Upon the birth of an employee's child, including absences prior to the birth of a child; or Employees on paid leaves of absence will receive all benefits due, and benefits will continue to accrue. Employees on unpaid leaves will not accrue any benefits, except as provided by federal or state law. Employees who fail to return to work on the agreed date shall be presumed to have resigned without notice.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 "Grievance" as used in this Agreement is limited to a complaint or request of an employee, the Union or the Employer which involves the interpretation or application of, or compliance with, the provisions of this Agreement, company policies or state/federal laws; provided such complaint is encompassed within the terms of this Agreement. The Union agrees that it will in no way discourage its members from communicating directly with supervisors or administration in reference to work-related problems. Both parties agree that an attempt to resolve issues relating to the contract shall be addressed verbally prior to Step 1.

17.2 Step 1: An employee shall attempt to resolve the complaint in writing directly with his/her House Manager as soon as possible but not later than five (5) non-weekend days after the employee knew of the act or omission on which the grievance is based. The employee may elect to have the shop steward or Union Representative present. The Home Manager shall make his/her decision known in writing to the employee within two (2) non-weekend days thereafter. No complaint will be considered to be a grievance unless it is in writing on an agreed upon form and given to the Home Manager within such a five (5) non-weekend day period.

   Step 2: If a satisfactory settlement is not obtained in Step 1, the aggrieved employee or steward or union representative shall submit the grievance in writing to the Administrator and the Union within two (2) non-weekend days after the Step 1 decision is provided to the employee in writing. A meeting shall be scheduled between the employee, the Union, and the Administrator (or his/her designee) as soon as practicable, but no later than three (3) non-weekend days after submission of the written grievance to the Administrator. The
Employer shall give its answer to the employee, with a copy to the Union, within three (3) non-weekend days after the meeting.

Step 3: If a satisfactory settlement is not obtained in Step 2, an aggrieved employee and the Union shall submit the grievance by fax or U.S. Mail to the Corporate Human Resources Director within seven (7) calendar days after the answer from the Administrator at Step 2 has been sent to the employee and the Union. The written grievance must be signed by the employee and a representative of the Union and must contain a clear statement of the act or omission on which the grievance is based and the remedy sought. The Corporate Human Resources Director shall respond in writing within seven (7) calendar days of the receipt of the grievance.

The Union may bring a grievance directly to the Administrator at Step 2 within five (5) non-weekend days of the act or omission on which the grievance is based and then it may proceed to Step 3. The Employer may bring a grievance directly to the Union at Step 2 and then it may proceed to Step 3. The time frames contained in Steps 2 and 3 must be adhered to.

17.3 If a satisfactory settlement is not obtained at Step 3, the Local Union President or designee, or the Employer's Administration or designee may request that the grievance be submitted to arbitration. The requesting party shall notify the Federal Mediation and Conciliation Service of its desire to submit the grievance to arbitration within fourteen (14) calendar days after receipt of the other party's answer to Step 3. Copies of such written notice must be sent to the opposing party and postmarked within the fourteen (14) calendar days following the Step 3 answer. If FMCS charges a processing fee, it will be paid by the party seeking arbitration.

17.4 The parties shall agree on an arbitrator to hear and render a decision on a grievance submitted to arbitration. After the demand for arbitration has been made and a panel of arbitrators has been furnished, the parties shall select the arbitrator by alternately striking names from a list of seven (7) arbitrators within a period of fourteen calendar days of receiving the panel. The party requesting the arbitration shall strike the first name. Either party may reject one (1) arbitration panel submitted. The fees of the arbitrator will be divided equally and paid by the Employer and the Union.

17.5 The function of the arbitrator shall be to determine controversies involving interpretation, application or alleged violation of specific provision of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

17.6 All time limits set forth in this article may be waived or extended only by written mutual agreement of the Union and the Employer. If the grieving party does not comply with the time limits, the non-grieving party may deny the grievance on the grounds it is untimely. If the non-grieving party does not comply with the time limits, the grieving party may proceed to the next step.
17.7 There shall be no appeal of the Arbitrator's decision which, when rendered in accordance with the provision of this Article, shall be final and binding upon the Employer, the Union and the employee.

ARTICLE 18 - PROGRESSIVE DISCIPLINARY ACTION

18.1 Progressive discipline simply means that less serious infractions will be treated as such; but if the problem continues, or reoccurs, it may "progress" to more serious steps. While most infractions start with a verbal counseling session, some are so serious that stronger action is appropriate for the first infraction. The Employer will discipline and/or discharge employees only for just cause. When a rule is violated the Employer shall investigate the situation, make the employee aware of the violation and impose appropriate discipline all in a timely manner. The progressive discipline steps are outlined below.

18.2 Investigatory Meeting. The Employer shall conduct an interview with an employee for the purpose of determining whether or not that employee should receive disciplinary action; the Employer will first inform the employee that he/she may have Union representation at this and any subsequent meetings in this process.

18.3 Verbal Warning. The Employer shall privately counsel the employee regarding the infraction. The Verbal Warning shall be documented on the Disciplinary Action form and shall generally define the problem and determine a method for resolving the problem.

18.4 Written Warning. If a written warning is determined to be appropriate, the problem continues after a Verbal Warning, the supervisor shall document it and show the steps which have been taken for the employee to correct it. A Disciplinary Action form shall be prepared for the Written Warning.

The employee shall be given the opportunity to review the Disciplinary Action form documenting the Written Warning prior to it becoming a part of his or her disciplinary action file. The Employer shall obtain the employee's signature on the Disciplinary Action, indicating the employee has read the form.

If the employee refuses to sign the Disciplinary Action form, the Employer shall note this on the form and, if possible, obtain the signature of a witness.

The Employer shall continue to provide counseling in an effort to correct the situation.

18.5 Improvement Plan. The Employer shall review information pertaining to the most recent infraction and any other infractions prior to an employee being placed on an Improvement Plan.

If an improvement plan is deemed appropriate or barring successful resolution of the previous steps, the Employer may elect to implement a thirty-sixty-or ninety day Improvement Plan, depending on the severity of the problem(s). The supervisor shall outline in writing on the Disciplinary Action form what the employee is expected to accomplish to
resolve the problem successfully and review progress made at least once during the improvement plan period. An employee who fails to meet the conditions of the Improvement Plan within the specified period may be subject to additional discipline, up to and including termination on or before the end of the period.

Employees participating in an Improvement Plan may not use accrued vacation time, unless previously approved. Nor may they use accrued sick time unless an absence for illness is verified by a written doctor’s statement.

The Employer and the employee shall sign the Disciplinary Action. If the employee refuses to sign the Disciplinary Action, the supervisor shall note the refusal on the Disciplinary Action, including the date on which the problem was reviewed and that the employee refused to sign and if possible obtain the signature of a witness.

18.6 Termination. Barring successful resolution of the problem in the previous steps, or if immediate termination of the employee is deemed appropriate, termination may take place, after the employee has received Due Process. It is not necessary to provide due process prior to termination when an employee is acting in a dangerous manner, threatening another person or acting with apparent intent to inflict bodily harm.

18.7 Due Process. If the Administrator determines that termination of an employee is necessary, the employee shall have the opportunity to go through Due Process except as indicated in paragraph 18.6. The purpose of due process is to allow the employee to present additional information on his or her behalf which shall allow the administrator to conclude whether termination should occur or whether other disciplinary action should be rendered.

The Administrator shall notify an employee in writing, via the Disciplinary Action, of the infraction that results in termination. The employee shall be given five (5) non-weekend days to present information in writing to the Administrator. The Administrator shall review the information and question witnesses if appropriate.

Authority for final termination rests with the Administrator only after approval from the Director of Operations or Chief Operating Officer. Technical assistance may be sought from the DDMS Human Resources Director. If an employee is given the option to resign, the Administrator shall request a Letter of Resignation, Form HR:200.06.6-A.

In accordance with P .200.06.6 a no call/no show is considered a voluntary resignation. If a no call/no show resignation is disputed, the employee shall have the opportunity to request due process as outlined above.

18.8 Administrative Leave. During the two days given to prepare for the Due Process Meeting, an employee, at the discretion of the Administrator may remain at work or be placed on Administrative Leave pending the results of an investigation.

The decision to place an employee on Administrative Leave rests with the Administrator and shall be used with discretion. Administrative Leave may be granted with or without pay,
depending on the infraction. The duration of Administrative Leave shall be limited to two
days or the length of time it takes to conclude the investigation.

In the event an employee is placed on Administrative Leave without pay, then reinstated
conclusively without fault, back pay may be provided. This applies to every investigation
handled internally.

In the event that a state agency is investigating an employee in a matter which may result
in the loss/or suspension of their required license or certification, under state and/or federal
law, the employee will be placed on Administrative Leave for the duration of the
investigation. If the employee is eligible for reinstatement, back pay will be negotiated.

18.9 Loss of Certification or License. If an employee loses their certification or license as
required by state and/or federal law and therefore their name is removed from the
appropriate registry, creating a situation whereby it would be considered by the Employer
that the employee can no longer work within the classification they were hired as, the
inability to do the work for which the employee was hired, would be considered grounds for
discharge. This decision to discharge would not be subject to arbitration.

ARTICLE 19 -HEALTH INSURANCE

19.1 The Employer will comply with the Affordable Care Act of 2010 (ACA), also known
as Obamacare, and any legally mandated subsequent changes.

ARTICLE 20 -MISCELLANEOUS

20.1 Personnel File -Upon written request by an employee, the Employer shall permit the
employee to inspect his or her personnel file in the presence of the Administrator or
designee. The employee shall not be permitted to remove any part of the personnel file from
the premises but may attain a copy of any information in file.

20.2 Health and Safety -The Employer agrees to provide a safe and healthy work
environment. Employees will report any unsafe condition to management immediately.
Safety Committee meetings will be held in accordance with P-1200.03.8 Safety Committee.

20.3 Liability -The Employer will defend and hold harmless an employee from liability
arising out of employment where the employee's conduct giving rise to any alleged liability
occurred during the course and scope of employment and was consistent with the
Employer's policies and procedures.

20.4 Savings Provision -None of the provisions of this Agreement shall be construed to
require either party to do anything inconsistent with federal or state laws, or local ordinances
of the final order or judgment of any court of competent jurisdiction over the parties.

If any provision of this Agreement is rendered or declared invalid or unenforceable by any
court of competent jurisdiction or by reason of any existing or subsequently enacted
legislation, the remaining parts or portions of this Agreement shall remain in force and effect. The Parties agree to meet to negotiate language to replace the invalidated provision(s).

ARTICLE 21 - WAGES

21.1 Attached hereto as Schedule "A" Wages per classification for employees covered by this Agreement, which has been agreed upon by the parties and made a part of this Agreement.

21.2 When/if the State changes the per diem, the employer will notify the union and will discuss the impact that change will have on the bargaining unit at that time.

ARTICLE 22 - TERM OF CONTRACT

22.1 This agreement shall be effective 12:01 a.m. August 31, 2016 upon signing by both parties, and shall remain in force and effect through August 31, 2019.

1. The employer (HELP) may re-open the wage and benefits provisions of this collective bargaining agreement (CBA) if:

   a. The State of Illinois freezes or reduces the rates it pays the employer or;
   b. The employer's costs are increased by a requirement mandated by statute or regulation.

If the employer elects to re-open the CBA, it will within (10) calendar days after notification of either (a) or (b) above give notice to the union of its desire to re-open the collective bargaining agreement. The employer and the union agree that they will promptly meet after such notice has been sent in an effort to settle issues arising from the re-opening of the contract.

2. During the 30 days period after the employer notifies the union of either (a) or (b) (or both) the parties agree to meet and shall reduce the proposed changes to writing. If no agreement is reached within the thirty (30) calendars day period, then the employer reserves the right to implement the last and final proposal presented, and the employees reserve the right to exercise their section 7 rights if they so choose, and Article VI (No Strike) will no longer apply.

This Agreement shall continue year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter or a desire for termination of or for changes in this Agreement.

In witness whereof, the said parties have caused duplicate copies to be executed by their authorized officers this _____________ day of _____________ 2017.
FOR THE EMPLOYER:
Home & Environments for Living Programs
dba Adloff Place

FOR THE UNION:
SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 73

SEIU Local 73 Trustee

Date 3/1/17

Date 2/17/2017
Schedule “A” Wages

Started wages for employees new employees hired during the term of this agreement shall be hired at the following starting wages:

<table>
<thead>
<tr>
<th>Position</th>
<th>Wages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hab tech/DES</td>
<td>$9.18</td>
</tr>
<tr>
<td>Cooks</td>
<td>$9.18</td>
</tr>
<tr>
<td>LPN</td>
<td>$18.00</td>
</tr>
</tbody>
</table>

Upon ratification, current program funding shall be set as a “Base rate” to be used in determining employee pay raises during the term of this agreement. All employees with 12 or more months of service shall receive a raise of two percent (2%), effective beginning the first full pay period after ratification, and employee pay anniversary dates will be adjusted to reflect this new date. During the subsequent two years of this Agreement, each employee will receive a raise of two percent (2%) and two percent (2%) respectively on their Personal Rate, provided that the program has received cumulative state rate increases above the established base rate equivalent to that amount. In the event that the state reduces or freezes reimbursement, and the difference between the base rate and the amount of the proposed employee increase is less than the proposed increase, the employees increase will be adjusted to the amount of the increase over the base rate. For example, if the state increases funding by 2% in year 1, then reduces funding by 1% in year 2, followed by an increase of 2% in year 3, employee raises by year would equal 2%, 0%, 1%

Yearly increases will be effective the first full pay period following the effective date of any change in funding which results in an increase as described in the paragraph above.

If the company receives a compensation rate increase dedicated to employee wages from the State of Illinois for this facility during the life of this contract, the company will pass the increase to the employees. The employee pay increase will be calculated by subtracting the state wage increase by the already agreed upon increase stated above in this wage schedule. The pay increase will be added to their current rate and will be provided to the employees by the first full pay period after the state rate increase.