

**COLLECTIVE BARGAINING AGREEMENT**

**effective**

**October 1, 2015, through September 30, 2018**

**between**

**Sparc**

**and**

**Service Employees International Union, Local 73**

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# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**Sparc**

**and**

**Service Employees International Union, Local 73**

This Agreement is entered into by **Sparc**, 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, for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

# **ARTICLE I Recognition**

## **Section 1. Unit Description**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all regular, full-time employees and regular, part-time employees included in the NLRB Case No. 33-RC-3 102 petition dated December 31, 1985.

## **Section 2. Nonmembers**

Bargaining unit work may be performed by persons who are not members of the bargaining unit when members of the bargaining unit are unavailable for regular shifts due to sickness, vacation, or other leaves. This shall be done in accordance with past practice. The significant increase in the amount of such work claimed by non-bargaining unit employees shall be subject to resolution by the Labor/Management Committee.

## **Section 3. Recognition of Bargaining Representative**

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.

## **Section 4. Integrity of the Bargaining Unit**

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 II Management Rights**

### **Section 1. Employer Rights**

Subject to the provisions of this Agreement, the management of the Employer's operations, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions, and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign, and direct employees; to discipline, suspend, and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, division, and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week; to establish and change work schedules and assignments; to introduce new methods of operations; to eliminate, relocate, transfer, or subcontract work; to maintain efficiency; and to take such actions in an emergency as are appropriate is vested exclusively in the Employer, provided that the exercise of such rights does not conflict with the provisions of this Agreement.



## **ARTICLE III Union Security**

### **Section 1. Stewards**

The Employer recognizes the right of the Union to designate stewards and alternate stewards in the bargaining unit. The Union shall keep the Employer advised in writing as to the identity of the stewards and alternate stewards.

### **Section 2. Access to Premises**

Authorized business agents or officers of the Union shall have reasonable access to the facilities of the Employer after first notifying the CEO or designee of the purpose of the visit.

### **Section 3. Maintenance of Standards**

The Employer agrees that during the life of this Agreement no benefits in existence prior to the implementation of this Agreement shall be reduced or eliminated without notice to the Union and an opportunity for the Union to discuss the matter at a labor/management meeting. Reduction of benefits shall only be done through operational necessity and only after the Union has had an opportunity to present alternatives.

### **Section 4. Union Activities**

An authorized representative of the Union, such as a steward, will be granted reasonable time off with pay to conduct Union business. The Employer may restrict time off under this section due to legitimate operational needs. It is understood that Union employees will not be compensated by the Employer for the conduct of Union business which occurs outside their regular work time unless required by the Employer.

### **Section 5. Directory Information**

The Employer will provide the Union with personnel transaction information upon reasonable request from the Chief Union Steward or the Union office. Information provided will include, but will not be limited to, names, addresses, phone numbers, and transaction descriptions. Such requests shall be directed to the Human Resources Department.

### **Section 6. Dues Deduction and Fair Share**

- a. Upon receipt of a signed authorization card from an employee employed in the bargaining unit the Employer shall deduct the amount of Union dues set forth by the Union and any authorized increase therein and shall remit such deduction monthly to the Secretary-Treasurer of the Union at the address

designated by the Union in accordance with the law of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least 15 calendar days prior to its effective date.

- b. All bargaining unit employees who choose not to become members within 30 calendar days of employment shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such deduction shall remain in effect for the duration of this labor agreement. Such deduction shall be forwarded to the Union along with the deductions provided for in Section 6.a. hereof. The Union shall advise the Employer of any increase in fair share fees in writing at least 15 calendar days prior to its effective date.
- c. In the event any employee covered hereby is precluded from making fair share contributions as required by Section 6.b. hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is member, that employee shall have the right to refuse to allow said deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay the fair share fee deduction.
- d. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

## **Section 7. Employee Orientation**

The Employer shall allow newly hired employees to be visited by the appropriate Union steward for brief orientation, not to exceed 10 minutes. Such visits shall normally occur during break times or at other times as determined by the immediate supervisor. Whenever the Employer conducts orientation for new hires, a Union representative shall be allowed up to 30 minutes to present information about the Union and the bargaining agreement. Non-bargaining unit employees shall not attend this portion of the orientation.

## **ARTICLE IV Dues Deduction**

The Employer agrees to deduct Union dues, fair share fees, and fees for Union programs from the employee's paychecks. Such deduction shall be authorized on forms signed by the employee and provided by the Union. The Employer shall remit monies deducted to the Union along with an itemized statement of such deductions. Deductions shall be in an amount as certified by the Union.

The Union shall indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability which may arise out of any action taken by the Employer in compliance with this provision.

No other employee organization shall be allowed payroll deduction for employees covered by this Agreement.

## **ARTICLE V**

### **Nondiscrimination**

The Employer and the Union agree that neither party shall discriminate against any employee on the basis of any status protected by the Illinois Human Rights Act or any other state or federal law, rule, or regulation or on the basis of any factors unrelated to the employee's job duties.

## **ARTICLE VI No Strike/No Lockout**

### **Section 1. Strike and Lockout Prohibited**

Neither the Union nor any of its officers, agents, or employees will instigate, promote, encourage, sponsor, or engage in any sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out employees during the term of this Agreement.

### **Section 2. Informational Pickets**

Should the Union or its officers, agents, or employees of the bargaining unit conduct informational picketing for any purpose, such picketing shall not be conducted at the Employer's residential or contractual homes or at the homes of Employer's Board members, management representatives, or supervisory staff or at the business locations of Employer's Board members.

### **Section 3. Union Action**

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 violations not authorized by the Union occur, the Union agrees to attempt to secure the employees' return to work as promptly as possible.

### **Section 4. Penalties**

Any or all of the employees who violate any of the provisions of this article may be discharged or disciplined by the Employer. Actions taken by the Employer pursuant to this article are grievable by the employee(s). The Union acknowledges that the employees of the bargaining unit perform "essential services" and agrees that the employees of the bargaining unit shall also not refuse to cross any picket line to report to work or while on duty.

## **ARTICLE VII Personnel File**

### **Section 1. Inspection**

Upon reasonable written request by an employee, the Employer shall permit inspection of the employee's personnel file during Employer's regular business hours. Such inspection shall occur within seven days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the Human Resources Department but may obtain a copy of any document contained in the file.

### **Section 2. Union Access**

An employee involved in a current grievance against the Employer may in writing authorize a Union representative to inspect his personnel file, subject to the procedures set forth in Section 1 above.

### **Section 3. Employee Rights**

If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement which shall be included in the file.

## **ARTICLE VIII**

### **Discipline and Discharge**

#### **Section 1. Definition**

The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action imposed against an employee shall include only the following:

- a. Oral warning.
- b. Written warning.
- c. Suspension without pay.
- d. Discharge.

#### **Section 2. Just Cause**

The Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the underlying occurrence and following a reasonable period of time to investigate the facts.

#### **Section 3. Limitation**

The Employer's agreement to use progressive disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, nor does it preclude the Employer from taking immediate action to suspend or to temporarily reassign an employee when such action appears to be warranted. In cases involving immediate suspension or temporary reassignment, the Employer shall notify the employee and the Union steward of the reasons for such actions and follow up with a written notification within 72 hours.

#### **Section 4. Consideration of Prior Disciplinary Actions**

The Employer may consider prior disciplinary action in connection with the imposition of progressive discipline, provided, however, that an employee may petition the Director of Human Resources for the removal of documentation of an oral or written reprimand from such employee's personnel file after a reasonable period of time. A reasonable period of time in connection with reprimands arising from minor violations shall be one year if the employee has not experienced further similar occurrences during such year. Otherwise, a reasonable period of time shall be determined depending on the severity and/or frequency of the offense. Some offenses, such as the harassment of coworkers, shall remain in the personnel file. For the purposes of this section, deficiencies identified in a performance evaluation shall not be considered a written reprimand.

## **Section 5. Investigatory Interviews/Pre-disciplinary Meetings**

An investigatory interview may be conducted by the Employer for the purpose of determining whether disciplinary action in respect to the interviewed employee or any other employee is warranted. A pre-disciplinary meeting shall be conducted by the Employer for any contemplated disciplinary action other than an oral or written reprimand. In respect to any investigatory interview or pre-disciplinary meeting, the Employer shall notify the employee and the appropriate Union steward of the meeting verbally or in writing (which may include e-mail notice). The Employer may elect to combine a pre-disciplinary meeting with an investigatory interview. Unless otherwise agreed by the Employer, employee, and Union steward, the meeting shall be convened within 24 hours of notification.

Any employee may elect to waive participation of the Union steward in a pre-disciplinary meeting or investigatory interview, provided that such waiver shall be submitted in writing on a form mutually agreed upon by the Employer and the Union. Absent such waiver, a Union steward shall be present at a pre-disciplinary meeting or investigatory interview. In circumstances where a steward or other Union representative is not available within 24 hours of notification, the Employer may proceed with the meeting or interview followed by a prompt written summary of the discussion to the appropriate Union steward. An employee may elect to terminate a meeting when no Union steward is present in circumstances where the employee reasonably believes he or she may be subject to disciplinary action. In such circumstances, the meeting shall be reconvened when a Union steward is available.

During a pre-disciplinary meeting the Employer shall inform the employee of the reason for the contemplated discipline and provide copies of pertinent documents. The role of the Union representative during any investigatory interview or pre-disciplinary meeting shall be to assist the employee and seek clarification of the facts, not to answer questions on behalf of the employee.



## **ARTICLE IX Grievance Procedure**

### **Section 1. Definition of a Grievance**

A grievance is defined as any difference, complaint, or dispute between the Employer and the Union or any employee regarding the application, meaning, or interpretation of this Agreement. Employees shall follow the directives of Management. When employees believe that any directive or situation is in violation of the contract, they may file a grievance; however, filing of a grievance does not entitle employees to refuse to work unless they believe that their safety is at risk.

### **Section 2. Representation**

Employees are entitled to Union representation at each step of the grievance procedure. Upon mutual agreement the grievant(s) may or may not be present.

Grievances may be filed on behalf of two or more employees only if the same facts, issues, and requested remedy apply to all employees in the group.

### **Section 3. Subject Matter**

A written grievance shall contain a statement of the grievant's complaint, the article and section of the Agreement allegedly violated, the manner in which such article and section has been violated, the date of the alleged violation, the relief sought, the signature of the grieving employee(s), and the date.

### **Section 4. Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without establishing precedent. When a grievance appeal is sent through the U.S. Postal Service, the postmark date shall indicate its timeliness. Grievances not appealed within the designated time limits will be treated as withdrawn.

The Employer's failure to respond within the time limits shall not constitute a finding in favor of the grievant but automatically advances the grievance to the next step. Time limits for any step may be extended by mutual agreement. The parties may, by mutual written agreement, extend any of the time limits set forth in this article or, in the interests of efficient grievance administration, skip any grievance step (including the mediation step) in the procedure.

## **Section 5. Grievance Meetings**

Grievant will be allowed paid time to be present in grievance meetings that occur during their normal work shift. The amount of time shall be related to the complexity of the issue at hand.

## **Section 6. Steps in Procedure**

Step 1. The employee or the employee's Union steward shall submit a grievance in writing to the immediate supervisor within 10 calendar days after the grievant knew or, through the exercise of reasonable diligence, should have known of the cause of such grievance. The immediate supervisor shall have 10 calendar days in which to meet with the grievant and/or Union representative and respond in writing to the grievance.

Step 2. If the grievance is not resolved at the first step, the Union or grievant shall present the grievance to the next-in-line supervisor within 10 calendar days after receiving the immediate supervisor's Step 1 response. Such next-in-line supervisor shall meet with the grievant and/or Union representative and respond in writing to the grievance within 10 calendar days.

Step 3. If the matter is not resolved at Step 2, the Union and the grievant shall appeal the written grievance to the appropriate department head and meet with such department head and a representative of the Human Resources Department within 10 calendar days of receiving the Step 2 response. The department head shall respond in writing within 10 calendar days of meeting with the grievant and Union representative.

Step 4. If the grievance is not satisfactorily resolved at Step 3 or no answer is given within the time specified, the Union may advance the grievance to mediation within 14 calendar days of the Step 3 answer or the date on which such answer was due. Mediation shall be requested by written notice to the Employer, in which event the Union and the Director of Human Resources (or designee) shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to the parties. More than one grievance may be submitted to the same mediator if the parties mutually agree in writing.

Step 5. If mediation is conducted without success, the Union may advance the grievance(s) to arbitration within 14 calendar days of the last date of mediation. In such event, representatives of the Employer and the Union shall meet to select an arbitrator. If the Union and the Employer are unable to agree on an arbitrator within such 14 calendar day period or such extended time period as the parties may jointly establish, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of arbitrators, and an arbitrator will be determined in accordance with the selection procedure prescribed by the Federal Mediation and Conciliation Service.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. The letter shall include a brief description of the unresolved issue(s). All hearings shall be scheduled at a mutually agreeable time and are to be held in the City of Springfield whenever possible.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall first make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of an arbitrator and the cost of the hearing room shall be shared by both parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall share equally in the cost of the record. Nothing in this article shall preclude the parties from agreeing to use the expedited arbitrator procedures of the American Arbitration Association.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The arbitrator shall have no power to amend, modify, nullify, ignore, add, or subtract from the provisions of this Agreement or impose on any party hereto limitations or obligations not specifically provided for in this Agreement.

# **ARTICLE X**

## **Hours of Work**

### **Section 1. Work Period Defined**

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

### **Section 2. Work Schedules**

Any permanent changes in employee work schedules shall require at least two weeks' advance notice. Any temporary work schedule change shall not result in the reduction of hours worked per week for any employee.

### **Section 3. Attendance**

An acceptable pattern of attendance is required of all employees. An acceptable pattern of attendance is defined as no more than 3 absences per 3-month quarter due to an illness or other unanticipated reasons.

When an employee does not meet the definition of acceptable pattern of attendance as set forth above, the employee may be counseled by his/her supervisor as to how attendance can be improved.

The counseling session will be used to determine if the attendance pattern is caused by a temporary or an extenuating circumstance which is unavoidable or whether remedial action is necessary. The counseling will consider the uniqueness of each employee's situation and be flexible when appropriate.

### **Section 4. Workday and Breaks**

A regular workday shall be 8 hours, and meal/break periods shall be scheduled with the immediate supervisor to reasonably accommodate programmatic and individual needs. The meal period shall be 30 minutes, and the two break periods shall each be 10 minutes.

Employees working less than 8 hours shall be granted reasonable break periods at the direction of the immediate supervisor.

### **Section 5. Overtime Defined**

Any time worked over 40 hours in a workweek.

## **Section 6. Overtime Payment**

Overtime shall be paid at the rate of one and one-half times the employee's regular rate of pay.

## **Section 7. Distribution of Overtime**

When possible overtime will be offered by seniority to those employees who regularly perform the work. When there are not enough volunteers the Employer may seek volunteers from other work sites or 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.

However, the Employer reserves the right to limit and/or restrict the assignment of overtime when it believes that the best interests of its clients would not be served without such limitations and/or restrictions.

The Union also recognizes the Employer's right to limit and/or restrict overtime in order to achieve operational efficiencies or balance by making temporary adjustments to individual work schedules, when such adjustments are voluntarily accepted by the involved employee.

## **Section 8. Emergency Call-In**

Whenever employees are called in or expected to report in outside their regular hours of work, the employees will be paid a minimum of one hour's pay at the appropriate rate. Should the task take less than one hour, the employees may be allowed to return home. When the employees work more than one hour, they will be paid for actual hours worked.

## **Section 9. Work Schedule Change**

Whenever the Employer has notified employees of work schedule changes, employees affected by the schedule change in a given work location shall have the opportunity to select the schedule of their choice from the schedules announced by the Employer on the basis of seniority. This applies to permanent schedule changes that effect more than one position and change more than two hours per shift, or one position four hours or more per shift. The most senior employee in the work location affected shall be given first choice of work schedules, and other employees shall make their choices in order of seniority.

## **Section 10. Inclement Weather or Emergency Shutdown.**

In the event the Employer closes part of the agency operations due to inclement weather, employees shall be offered an alternative worksite assignment. While any employee who fails to report to work or chooses not to work the alternative assignment shall not receive

wages for that day nor be allowed to use any paid leave time not previously approved, it shall not be recorded as an absence under Section 3 of this article.

In the event the employer closes part of the agency operations due to inclement weather and there are insufficient employees to serve agency operations that remain open, then the Employer may require employees to accept alternative assignments in the order of reverse seniority.

### **Section 11. Alternative Worksite Assignment**

Whenever a worksite is closed on a regular, scheduled workday, employees who are scheduled to work at the closed site will be given alternative sites to work their regularly scheduled hours. Employees will be given alternative site work assignments for which they are qualified to perform the duties and for which they have received proper training. Employees shall notify the Employer of availability for alternative worksites, and to be eligible, employees must be on the eligibility list through advance notification.

# **ARTICLE XI**

## **Seniority/Layoffs/Vacancies**

### **Section 1. Probation**

New employees shall serve a probationary period of six months. During the probationary period employees shall be subject to dismissal for any reason without recourse to the grievance procedure set forth in Article IX hereof.

Employees transferred into a new bargaining unit position shall serve a probationary period of three months. Transferred employees may be returned to the position from which they were transferred during the probationary period, which return shall not be subject to the grievance procedure set forth in Article IX hereof.

### **Section 2. Extension**

The probationary period may be extended an additional three months for just cause. Any extensions of the probationary period will be subject to the grievance procedure.

### **Section 3. Seniority Definition**

Seniority is defined as the employee's length of continuous service with the Employer since their last date of hire.

Part-time employees shall not exercise seniority rights over full-time employees.

Employees who move from one employment status to another shall carry their seniority with them.

### **Section 4. Shop Steward Seniority**

All duly 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 Sections 3 and 5.

### **Section 5. Loss of Seniority**

Seniority shall be terminated if an employee:

- a. Quits or retires.
- b. Is discharged.

- c. Is laid off for more than one year or fails to report to work within seven calendar days after having been recalled from layoff.
- d. Fails to report for work at the termination of a leave of absence.
- e. Is on leave of absence for personal or health reasons and accepts other employment.

## **Section 6. Seniority List**

The Employer shall supply to the Union an updated seniority list for bargaining unit employees at least semi-annually.

## **Section 7. Job Vacancies**

All job openings, whether bargaining unit or non-bargaining unit positions, will be posted for at least ten calendar days in all facilities where bargaining unit members are employed. Each posting shall contain a brief description of the position duties, qualifications, proposed worksite, hours of work, and a deadline for submitting an application for the position. If no bargaining unit member has expressed an interest in the vacant position by such deadline, or if it is determined by the Employer that other candidates should be considered for employment, then the vacant position shall be advertised for solicitation of outside candidates. This provision shall not be construed to guarantee employment or to grant preferential employment rights to any bargaining unit member.

## **Section 8. Promotions**

For all promotions in which qualifications, fitness, and ability are relatively equal, seniority shall prevail.

## **Section 9. Layoff and Recall**

- a. Layoff shall be by seniority and work location. The least senior employees shall be laid off first at the work location affected by layoff.
- b. The Employer will give a minimum of two weeks' advance notice of layoff. Upon receiving notice of layoff, employees will have seven calendar days to give notice of their election to bump to a lateral or lower classification at another location. Employees who have been given notice of layoff may bump the least senior employees at the major work location to which they elect to bump. Employees may bump only to positions for which they are qualified.
- c. Employees who are on layoff shall retain recall rights for one year. If the Employer authorizes that a vacancy be filled, employees on lay off with recall rights shall be recalled in order of seniority.



The Employer will obtain a signed statement from each employee on layoff indicating the work location, classification, and shift assignment the employee will accept for purposes of recall. The Employee may indicate any number of work locations, classifications, or shift assignments they wish to be eligible for recall.

When a job vacancy occurs the Employer shall notify all employees eligible for recall who have indicated by signed statement that they would accept a recall to that particular job classification, work location, and shift assignment. The Employer shall notify such employees by letter sent to the employee's last known mailing address. The employee is responsible for providing the Employer with his/her current mailing address. The employee must notify the Employer within five calendar days after receipt of the notice whether the employee will accept recall to the position.

In the event a laid-off employee either fails to respond to the recall notice or declines to accept any position offered that the employee previously indicated by signed statement they would accept, then the employee shall forfeit all recall rights to any future opening.

When filling a vacancy the Employer shall place the most senior qualified employee who (a) indicated a willingness to be recalled to the position classification, work location, and shift assignment, (b) responded to the recall notice within five calendar days, (c) and accepted the position.

## **ARTICLE XII Subcontracting**

### **Section 1. General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified. However, the Employer reserves the right to subcontract for services in an emergency.

### **Section 2. Notice and Discussion**

Prior to the Employer subcontracting work in the bargaining unit, when such change amounts to a significant deviation from the past practice and results in the lay off of bargaining unit employees, the Employer shall notify the Union and, where practicable, offer the Union an opportunity to discuss the planned subcontracting of work and suggest ways the Employer could minimize the impact of such subcontracting upon bargaining unit employees.

## **ARTICLE XIII**

### **Holidays, Holiday Pay**

#### **Section 1. Designated Holidays**

The following holidays shall be observed by the Employer:

New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day and the day following Thanksgiving  
Christmas Eve Day  
Christmas Day

Unless otherwise determined and communicated to employees by the CEO or designee in advance, for employees who are normally scheduled to work Monday through Friday holidays falling on Sunday shall be observed on the following Monday, and holidays falling on Saturday shall be observed on the preceding Friday.

#### **Section 2. Holiday Compensation**

Employees who work on a holiday shall be paid at the rate of one and one-half times their regular rate of pay for hours worked. Non-probationary employees who are not scheduled to work on a holiday shall be paid for non-worked holidays on a prorated basis (e.g., if an eligible employee is scheduled to work 6.75 hours per day, such employee's holiday pay shall be calculated at 6.75 hours times the employee's straight time rate of pay).

#### **Section 3. Eligibility for Holiday Compensation**

In order to be eligible for holiday compensation an employee must be in active pay status during the employee's last regularly scheduled workday prior to the holiday and the employee's first regularly scheduled workday after the holiday.

# **ARTICLE XIV**

## **Paid Leave Days**

### **Section 1. Paid Leave Day Policy**

Any employee hired prior to January 1, 2012, shall accrue paid leave days (“PLDs”) in accordance with Section 2 of this Article XIV. Any employee hired on or after January 1, 2012, shall be awarded paid time off (“PTO”) as set forth in the Employee Handbook.

PLDs may be used by employees for such purposes as vacation, illness, bereavement, and other personal reasons. PLDs may be taken only after they have been accrued by the employee and upon successful completion of his/her 6-month probationary period. They are to be requested on forms provided by the Employer—in advance whenever possible—and approved in such a way as not to jeopardize routine agency operations.

Accrued PLDs must be applied to any approved leaves, except when they are covered by other provisions within this Agreement.

PLD requests for 1 day shall be submitted for approval at least 24 hours in advance. A maximum of two 1-day PLDs may be approved per year per employee when such requests are made with less than 7 days’ notice.

PLD requests for 2 through 5 days shall require at least 7 days’ advance notice. Requests for 6 or more PLDs shall require at least 21 days’ notice.

When PLDs are used for illness, bereavement, or other urgent reasons, no advance notice is required as long as the employee notifies the Employer before his/her shift is to begin. The Employer reserves the right to require verification that PLDs taken with less than 24 hours’ notice were taken for valid reasons.

The denial of any PLD request by Employer shall be in writing and contain an explanation for such denial. Approval or denial of any PLD request shall be timely communicated to the requesting employee to ensure sufficient advance notice of leave status.

### **Section 2. Paid Leave Schedule**

All eligible employees shall earn (accrue) paid leave days as follows:

- |    |                      |                     |
|----|----------------------|---------------------|
| a. | First 6 months       | No days earned      |
| b. | After 6 months       | Awarded 9 days      |
| c. | 7 - 24 months        | Earn 1.5 days/month |
| d. | 25 - 60 months       | Earn 2.0 days/month |
| e. | 61 - 96 months       | Earn 2.5 days/month |
| f. | 97 months thereafter | Earn 3.0 days/month |

Days are commensurate with each employee's regularly scheduled days of work. A day for an employee who regularly works 8 hours each day is equal to 8 hours. A day for an employee who regularly works 6.75 hours each day is equal to 6.75 hours.

### **Section 3. Paid Leave Accrual**

Employees may accrue no more than 30 PLDs at any given time. As of each July 1 hereunder, PLDs in excess of 24 days shall be transferred to employees' individual medical leave banks (subject to the medical leave bank maximum set forth in Section 2 of Article XV hereof). Employer shall provide each employee with a leave status report at least quarterly.

### **Section 4. Paid Leave Usage for Education**

Upon request by an employee, a number of hours of paid leave time may be taken in cash for the sole purpose of education or training at an accredited vocational or technical institution, college, or university.

Upon receipt of the request, the Employer shall within two weeks issue a check for the number of hours indicated by the employee to the institution identified by the employee. This check shall be separate from the regular payroll check received by the employee.

To be eligible for paid leave usage for education an employee must meet the following requirements:

- a. The employee must have a bank of at least 40 hours paid leave time after the paid leave usage for education request is deducted.
- b. The amount of paid leave time requested and approved shall not exceed the cost of tuition, fees, and books for education and training after the deduction of the appropriate state, federal, and social security taxes.
- c. The employee shall complete the course of training or education applied for and provide Employer evidence of credit for the course work.

Failure of an employee to meet any or all of the above requirements shall be reason for denial of the request for paid leave usage for education.

When paid leave usage for education has been granted and an employee has not met any or all of the above requirements, the employee shall forfeit any right to future use of paid leave usage for education and shall be subject to disciplinary action up to and including discharge.

## **Section 5. Bereavement Leave**

Employees shall be eligible for up to three days of bereavement leave with pay due to the death of a family member. Such bereavement leave shall be in addition to the use of PLDs for bereavement purposes as provided in Section 1 of this article (or, if applicable, PTO days as provided in the Employee Handbook). For the purposes of this section, the term “family member” shall mean the employee’s spouse (by marriage or civil union), parent, child, brother, sister, grandparent, grandchild, mother-in-law, or father-in-law. Bereavement leave may be paid for the death of other employee relations at the discretion of the CEO and/or the employee’s Department Director.

## **ARTICLE XV Medical Leave**

### **Section 1. Definition**

Medical leave is defined as time off from work due to illness or physical incapacity of an employee or a member of the employee's household who requires the employee's care.

### **Section 2. Accrual of Paid Medical Leave**

All regular full and part-time, non-probationary employees shall accrue paid medical leave at the rate of 1 day for each 3 months of continuous service. Paid medical leave will accrue on a prorated basis for employees working less than full time. Employees may accrue no more than 30 days of paid medical leave.

### **Section 3. Use of Paid Medical Leave**

Accrued paid medical leave is available for a medically related absence which exceeds three consecutive workdays. An employee may elect to use accrued paid leave days for any time that is not covered by paid medical leave. Paid medical leave will be granted to all non-probationary employees upon request.

### **Section 4. Extended Medical Leave**

The CEO or designee may grant extended medical leave to employees for health-related physical and mental conditions which affect their ability to effectively perform their jobs. Such leaves shall be requested in writing and submitted with reasonable justification from an attending physician of the need for the leave and shall be granted in compliance with the Family and Medical Leave Act, the Americans with Disabilities Act, and/or any other applicable law, rule, or regulation. Extended medical leave shall be utilized in conjunction with paid medical leave upon the request of the employee.

### **Section 5. Return from Medical Leave**

An employee returning from medical leave shall be required to submit written approval from the attending physician stating that the employee is able to perform regular job duties.

### **Section 6. Abuse of Leaves for Illness or Disability**

The Employer may require a physician's certificate from the employee to verify that the illness or disability is precluding, or has precluded, the employee from work. Abuse of leave time for illness or disability can result in disciplinary action, including termination of employment.

## **ARTICLE XVI**

### **Leaves of Absence**

#### **Section 1. Discretionary Leave**

Upon recommendation of the appropriate department director and the Director of Human Resources, the CEO may grant an unpaid leave of absence to an employee for up to a maximum of 30 days. A discretionary leave of absence may be granted for health-related conditions or upon exhaustion of a FMLA leave or for a compelling personal reason. A discretionary leave shall be requested in writing and include reasonable justification and assurances of the benefits expected to be obtained. Application for a discretionary leave must be submitted prior to any current leave expiring or as soon as the need becomes known and with additional supporting documents. Complete information is available in the Human Resource Department. Failure to return to work at the leave end date without additional approval shall be considered a voluntary resignation.

#### **Section 2. Parental Leave**

Employees will be allowed parental leave to care for a newborn or newly adopted child in accordance with the Family and Medical Leave Act and/or any other applicable law, rule, or regulation. Such a leave is not considered a medical leave; however, it may be coordinated with a medical leave related to pregnancy. Accrued paid leave days shall be utilized upon the request of the employee.

#### **Section 3. Military Leave**

- a. Reserve Duty. Any full-time employee who is a member of the active military reserve will be permitted to attend annual summer training sessions without loss of pay or benefits for a period not to exceed two weeks per year, regardless of the number of working days involved. Written notification from the employee's reserve unit will be required. The employee will be paid the difference between his/her military pay and his/her regular pay with the Employer.
- b. Active Duty. Full-time employees who enter the military service will be entitled to re-employment under Title 38, Section 43, Part III of the United States Code.

#### **Section 4. Jury Duty**

Any employee assigned to jury duty shall be given leave, without loss of pay, to serve such duty. Written notification from the court or jury commission will be required. Employees shall receive their regular pay while on jury duty and shall retain all compensation paid to them for jury service.



## **Section 5. Job Injury/Leave for Work-Related Illness**

All injuries sustained on the job, no matter how slight, should be immediately reported in writing within 24 hours of the incident to the immediate supervisor, who shall arrange for the necessary first aid or treatment.

An employee who suffers an on-the-job injury or who contracts an employment-related illness may be granted an initial leave with full pay up to three working days without utilization of any accumulated paid leave or other benefits. In case of absence thereafter, such employee shall be permitted to utilize his/her accumulated leave or take an unpaid leave.

## **Section 6. Secondary Employment**

No leaves of absence will be granted for the purpose of allowing an employee to accept other employment or to be self-employed. The Employer will not prohibit employees from accepting other employment unless the other employment conflicts with the employee's duties and responsibilities with the Employer. Employees will advise the Employer of any other employment within 30 days of commencing such other employment. Failure to comply with this section may subject an employee to progressive disciplinary action up to and including dismissal.

## **Section 7. Secondary Employment While on Leave**

Any employee who is unable to work for the Employer due to a work-related injury or illness is prohibited from working a second job while on leave of absence and receiving compensation from the Employer. Any employee who has been granted leave under FMLA or is on medical leave under Article XV hereunder is prohibited from working a second job while receiving compensation from the Employer.

## **Section 8. Employee Rights during Approved Leaves**

Persons returning from approved leaves granted in the above sections of this article shall be entitled to return to the same job position or one of like nature.

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.

## **Section 9. Family Medical Leave**

- a. During the term hereof the Employer agrees to abide by the provisions of the Family and Medical Leave Act of 1993 as well as any other federal or state laws pertaining to family and medical leave.
- b. The Employer agrees that this 12-month period shall commence on the date the employee first takes FMLA leave.

## **ARTICLE XVII**

### **Health, Dental, and Life Insurance Plans; 401(k) Plan; Mileage Reimbursement**

#### **Section 1. Insurance Coverage**

Commencing with the first day of the month following completion of the first 60 days of employment, employees shall be eligible for participation in the Employer's group health, life, and dental insurance plans. Life insurance shall be in the minimum beneficial amount of \$20,000 (unless otherwise agreed by the employee and the Union), and the health and dental coverages shall apply in the same manner as applies to all non-represented employees of Employer.

#### **Section 2. Insurance Premiums**

The Employer shall pay all premiums toward the cost of each employee's individual life insurance coverage. The premiums for individual dental insurance coverage shall be allocated between the Employer and the Employee in the same manner as applies to non-represented Employees of Employer. In addition, the Employer shall pay 85% of the monthly premium for each employee's individual health insurance coverage. In circumstances where an employee smokes or uses other nicotine products, the premium allocation may be adjusted to 80% Employer and 20% employee. The employee shall pay 15% of such individual health insurance coverage. The employee's share of the premium for individual health insurance coverage and the cost of any dependent coverages and/or optional coverages (such as vision care) shall be deducted from the employee's paycheck in equal installments.

#### **Section 3. Insurance Committee**

During the term hereof the Employer shall maintain an Insurance Committee which shall consist of the Director of Human Resources, a bargaining unit member from Supported Employment, a bargaining unit member from Developmental Training, an employee from Quality Assurance, two employees from the Residential Program, and an administrator appointed by the CEO. The Committee shall meet at least annually (and/or upon the call of any member of the Committee) to review the Employer's health insurance plan, including, but not limited to, claim costs, terms and usage, benefits, and premium charges. The Committee shall be empowered to recommend coverage changes to the Employer, and any such changes shall be subject to approval by the Employer's Board prior to implementation. The parties hereto acknowledge that the Employer shall have the right to adjust insurance plan benefits on an annual basis, provided that the Committee shall first have an opportunity for input in respect to any such adjustments.

#### **Section 4. Right to Change Insurance Carriers**

The Employer retains the right to select and change insurance carriers for employee insurance coverages or otherwise provide for such coverages during the term of this Agreement.

#### **Section 5. Terms of Insurance Policies, Programs, or Agreements to Govern**

The nature and extent of coverage under any insurance policies, programs, or agreements shall be exclusively governed by the terms and conditions set forth therein.

#### **Section 6. 401(k) Plan**

The Employer has adopted a 401(k) plan which allows eligible employees to save and invest a portion of their salary from each paycheck. Employees may not enroll until the first quarter following six months of continuous employment. The Employer, in its sole discretion, shall make contributions to eligible employees' 401(k) accounts (equal to a percentage of each eligible employee's annual salary) when funding is available.

#### **Section 7. Mileage Reimbursement**

Employees who use their personal vehicles in connection with the performance of their job duties shall be reimbursed at the then current IRS approved rate.

## **ARTICLE XVIII**

### **Labor/Management Committee**

There shall be an established committee of Union and management representatives that shall meet regularly to discuss issues of concern to either side. Those issues may include: health and safety concerns, work rules, grievances, or other matters. Either side may present agenda items at the meetings. The meetings shall be held at least every other month or at the call of either side. The Union shall be allowed a minimum of three representatives plus the business agent to attend the meetings. An equal number of management may attend.

The Union may request a labor/management meeting as a method to resolve grievances. In the event this is the case, the time limit for filing the grievance begins at the conclusion of the meeting. Issues not resolved at the meeting may be pursued as a grievance. However, both sides agree to make a good-faith effort to resolve all issues that come before the committee.

## **ARTICLE XIX Rates of Pay**

### **Section 1. Salary Schedule**

See Exhibit A, Starting Salaries.

### **Section 2. Longevity Increases**

At the discretion of the CEO and as economic conditions may allow, employees shall receive length of service salary adjustments.

## **ARTICLE XX**

### **Miscellaneous Provisions**

#### **Section 1. Bulletin Boards**

The Union will be allowed reasonable space to post notices and information related to Union business and activities on bulletin boards located at mutually agreeable sites where Union members are employed. Posted materials that are deemed objectionable to the Employer may be removed, provided that the Employer shall immediately notify the Union representative of such removal and the Employer's good-faith reason for objecting to the posted material.

#### **Section 2. Employee Training and Development**

The Employer agrees to provide the training necessary to perform the work required. Training may include the following areas, as determined by the Employer: (a) CPR and first aid, (b) fire safety and emergency procedures, (c) behavior intervention, and (d) ongoing training to update employees on new methods and procedures.

Employees who shall fail to complete mandatory training (i.e., training required by federal or state law, rule, or regulation) may be placed on unpaid leave pending completion of such training and shall be subject to progressive discipline up to and including termination, provided, however, that no employee shall be placed on unpaid leave unless such employee has been given at least two notices to complete mandatory training and at least one of such notices has warned of the possibility of being placed on unpaid leave if mandatory training is not timely completed.

#### **Section 3. Job Description**

The Employer shall maintain job descriptions for all unit positions which identify job duties, qualifications, and lines of authorities. If the Employer intends to substantively change job duties or qualifications for a job, it shall first meet with Union representatives to discuss such changes.

#### **Section 4. Health and Safety**

The Employer agrees to provide a safe and healthy work environment. Employees will report any unsafe condition to management immediately. In the event of a visit/inspection from OSHA, an employee approved by Employer and the Union may, at the option of such employee, accompany such visit/inspection, provided that such employee shall serve as an active member of Employer's Safety Committee. Employee shall not receive extra compensation to accompany any such visit/inspection.

## **Section 5. Drug-Free Workplace**

Sparc has established a *Drug-free Workplace Policy* which prohibits the illegal use and/or possession of controlled drugs at or during work. All employees must abide by this policy as a condition of employment and must comply with Sparc's *Drug Testing Policy*, available from department directors and the Human Resources Department. Please refer to Sparc's *Drug-free Workplace Policy and Sparc's Drug and Alcohol Testing Policy* for further clarification.

## **Section 6. Liability**

The Employer will protect its employees from liability arising out of employment in accordance with the provisions of its general liability insurance.

The Employer does not provide malpractice insurance for its employees. Employees may wish to consider whether to purchase this additional protection at their own expense.

## **Section 7. Work Rules**

Work rules will be reasonable and uniformly enforced. New work rules will be discussed with the Union prior to implementation whenever possible.

## **Section 8. Conversion to Part-Time Employment**

No full-time employee will be changed to part-time status without the employee's written consent.



## **ARTICLE XXI**

### **Entire Agreement/Savings Clause**

#### **Section 1. Entire Agreement/Waiver**

This Agreement constitutes the entire agreement between the parties, and no verbal statement shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (a) any subject or matter specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; and (b) subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

The Employer's *Policies and Procedures Manual* and its revisions are hereby accepted into this Agreement to the extent that it does not conflict with this Agreement.

#### **Section 2. Savings Clause**

If any article or section of this Agreement or any addendum hereto shall be held invalid by operation of the law or any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and its addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated article, section, or portion thereof.

**ARTICLE XXII**  
**Term of Agreement**

This Agreement shall be effective as of the date of the last signature set forth below and shall remain in full force and effect through September 30, 2018.

The Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing prior to the anniversary date that it desires to modify this Agreement.

**For the Union:**

**For the Employer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Starting Salaries\***

<b>Position</b>	<b>Salary Step</b>	<b>Rate of Pay Per Hour</b>
Individual Support Specialist	Without DSP Certification	\$9.50
	With DSP Certification	\$10.25
Employment Instructor	Without DSP Certification	\$10.50
	With DSP Certification	\$11.25