

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ENVISION UNLIMITED

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73**

Effective July 1, 2020 through June 30, 2021

AGREEMENT

This Agreement is made effective July 1, 2020 in Chicago, Illinois by Envision Unlimited, an Illinois not-for-profit corporation (hereinafter called the "Agency"), and Service Employees International Union Local 73 (hereinafter called the "Union"). The term "Agency" shall refer to Envision Unlimited.

ARTICLE I

Definitions, etc.

The parties subscribe to the principle that all factions of the Agency including clients, their families and guardians, employees and management shall treat each other with dignity and respect. The parties desire to have a mutually advantageous relationship to the end of promoting their shared mission of client service and therefore have agreed to the following terms governing their relationship:

1.1 Agency hereby recognizes the Union as the exclusive collective bargaining agent for all employees of Agency who are members of the bargaining unit as hereinafter defined.

1.2 The following terms for the purpose of this Agreement shall have the following meanings:

- (a) "Bargaining unit" (hereinafter called the "Unit") shall consist of all employees of Agency, other than those employees serving in the positions listed below:

Director of Human Resources
Comptroller
Director of Finance
Director of Media and Public Relations
Coordinator of Public Relations
President/CEO

Executive Vice-President/COO
Program Director
Director of Social Services

Director of Vocational Services
Director of Residential Services

Centers and Residential Programs

Secretary to President/CEO
Bookkeeper Accountant
Part-Time employees
Temporary employees

Director of any other units of Agency
which may be established during term hereof
Supervisors
and all other confidential employees,
managerial employees, guards, and supervisors as
defined in the National Labor Relations Act.

With respect to employees hired after January 31, 1991, the following positions shall also be excluded from the Unit:

Employees employed at the Central Office,
Employees employed in the model employee program,
Secretaries to site directors

- (b) "Temporary employees" means any employees hired for ninety (90) days or less and so notified at time of hire. Agency may extend a temporary employee for an additional ninety (90) days only. The Union shall be notified promptly of all temporary employees.
- (c) "Part-time" employee means an employee regularly scheduled to work twenty-four (24) hours or less per week, subject to Article 14.2.
- (d) "Overtime" means the number of hours spent by an employee on the job during the work week, in excess of the number of hours comprising the "Standard Work Week" for employees, as defined in Article XIII, Salaries.
- (e) "Successful Completion of Probation" means the satisfactory completion by an employee of the initial probationary period or any extension thereof as provided herein.
- (f) "Agreement" means this agreement.
- (g) As used herein, whenever appropriate, the masculine gender includes the feminine gender and the singular includes the plural and vice versa.

- (h) "President/CEO" means the President/CEO of Agency or the person acting in that capacity at any time during the term of this Agreement. Union shall be notified of any such appointment.

1.3 It is understood by the parties that:

- (a) The Unit is not based upon any precise technical definition or tradition in collective bargaining, but as a compromise between the parties.
- (b) All employees, while filling positions included in the Unit, shall be included in the Unit and all employees while filling positions excluded from the Unit, shall be excluded from the Unit.
- (c) The inclusion or exclusion of employees from the Unit in any new program or facility of Agency or in any newly created position shall be determined by the negotiation of the parties. If agreement is not obtained on any such matter, either Agency or the Union may request that such matter be submitted to arbitration in accordance with the grievance procedures established herein. In rendering his or her decision, the Arbitrator shall not consider the Unit as established by this Agreement, but shall be guided by the rules, regulations and decisions of the National Labor Relations Board. When a new position within the Unit is created, the salary schedule applicable thereto shall be negotiated between Agency and the Union and shall be submitted to arbitration.
- (d) Agency shall notify the Union monthly of all hirings and terminations of employees within the Unit.

ARTICLE II

Union Rights

2.1 All employees who, at the time of the execution of this Agreement, are members of the Union in good standing and all employees who thereafter become members of the Union, shall as a condition of their employment continue to remain members in good standing of the Union during the term of this Agreement, except that any such employee may withdraw by giving notice thereof by registered or certified mail, return receipt requested, to both Agency and the Union between November 14 and November 30, 2016.

2.2 Employees hired by Agency after January 31, 1991 who have not become members of the Union by the time they complete their probation period as provided in Article VII shall as a condition of continued employment pay the Union each month following the completion of the probation period, "agency shop service fees" (a/k/a "Fair-Share") which reflect their proportionate share of the services provided by the Union for the collective bargaining process, contract administration, and pursuing matters affecting wages, hours, and other conditions of employment, such as grievance adjustment. Agency shop service fees shall not include any amounts related to ideological or political activities or causes, including lobbying for legislation and contributions for the election or support of any candidate for political office, or for any member-only benefit or any other matter not directly related to the Union's duties as collective-bargaining agent. The requirement to pay agency shop service fees shall not apply to any such employee upon his becoming a member of the Union, but the agency shop service fee shall apply to any employee hired after February 1, 1991 upon withdrawal from the Union as set forth in Section 2.1.

The amount of agency shop service fees shall be the lesser of eighty-five percent (85%) of the uniform dues paid by employees who are Union members or the proportional share of costs of services provided by the Union for the collective bargaining process as set forth below. The Union shall annually provide Agency with an affidavit certifying the amount and the underlying calculations which result in said amount of agency shop service fees, and shall advise Agency of any change in agency shop service fees in writing at least thirty (30) days before it is to become effective.

2.3 Agency will recognize written check-off assignments pursuant to an authorization form agreed to by the Union and Agency for the deduction of Union initiation

fees, dues and assessments and or agency shop service fees when such assignment is signed and presented to Agency by such employee. The amount deducted from any such employee's salary and paid to the Union by Agency shall be in accordance with the written and authenticated schedule of Union dues and initiation fees which shall be submitted to Agency by the Union or certified agency shop service fees as set forth in this Article. The Union shall give Agency written notice, properly authenticated by the Union officers, of any special or uniform assessment to be deducted from any member employee's salary in addition to the dues and initiation fees set forth in said schedule.

2.4 Agency shall be relieved from making deductions for Union dues, or agency shop service fees upon termination of this Agreement, termination of an employee's employment, transfer of an employee from the bargaining unit, or revocation of an employee's authorization for Union dues or agency shop service fees checkoff. Agency shall not be obligated to deduct Union dues or agency shop service fees from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.

2.5 Indemnification. The only obligation of Agency is to deduct and remit pursuant to the written assignment set forth in Section 2.3 agency shop service fees as certified by the Union or the Union dues, initiation fees and uniform assessments. Agency shall bear no obligation or liability to the Union or any employee for any action taken or not taken in an effort to discharge such obligation. The Union shall indemnify, defend, and hold harmless Agency, its officers, agents, trustees, and employees from and against any and all claims, demands, actions, complaints, suits, or any other form of liability (monetary or otherwise) and for all legal costs that shall arise out, or by reason, of any action taken or not taken by Agency for the purpose of complying with the provisions of this Article or in

reliance upon any notice, certification, or other information furnished by the Union pursuant to the provisions hereof. If an improper deduction is made, the Union shall refund direct to the employee any such amount.

2.6 Following the successful completion of an employee's probation the employee shall be given the Check-off Authorization Form as set forth in Exhibit "A".

2.7 Deduction from an employee's salary for the payment of membership fees in retirement plan, insurance, credit union, the Union's Committee for Political Education ("COPE") if any, shall be made upon proper written authorization of the employee. Changes in the amount deducted shall not occur more than two (2) times in any calendar year.

2.8 All authorizations, assignments and the like required under this Article shall be submitted to Agency at the offices of the President/CEO.

2.9 No employee shall engage in Union activity during working hours except that the authorized Union representative shall suffer no deduction from his pay for any time spent during working hours with the President/CEO, the Board Committee on Personnel or their representatives on Union business; or investigation of grievances on Agency time by any one steward per grievance duly appointed by the Union.

2.10 Agency agrees that there shall be no lockout at any time while this Agreement is in effect. The Union agrees that neither it nor any of its members will resort to any strike, cessation, or stoppage of work, sit-down, slow-down, sick-in, demonstration,

picketing, or any other form of concerted interference with normal Agency operations, while this Agreement is in effect.

2.11 Agency shall not discriminate against any employee on account of union membership or activity, gender, marital status, race, creed, color or age.

2.12 Agency agrees that a letter as set forth in Exhibit "B" will be given to each employee when that employee is hired.

2.13 The Union will submit a list of current stewards and alternates and Agency will permit this to be posted on the Union bulletin board.

ARTICLE III

Agency Rights

3.1 Nothing in this Agreement or any supplement thereto shall limit or impair the authority and rights of Agency in its sole discretion to determine, establish, or ascertain the nature, scope or character of any services, programs or activities rendered or operated by Agency or Agency's authority and rights to expand or contract such services, programs or activities.

Subject to the grievance procedure set forth in Article IV hereof, nothing in this Agreement or any supplement thereto shall limit or restrict the authority and rights of Agency in its discretion to evaluate or reevaluate job content or classification standards, and to implement such evaluation or reevaluation. Accordingly, Agency in its discretion, may with respect to new positions created during the term of this Agreement and currently existing positions, revise, from time to time, job descriptions and classification standards and the "Description of Qualifications"

contained in Article XIII, Section 13.4 thereof are not meant to be inclusive or exhaustive of job duties, standards or classifications.

The right to hire, suspend, lay-off and discharge employees is vested exclusively in Agency, subject to the terms and conditions of this Agreement.

No provisions of this Agreement shall be construed so as to allow a reduction in the present wages of any employee.

3.2 Supremacy of Union Contract: This Collective Bargaining Agreement shall supersede anything to the contrary in the Agency's personnel manual or any other document issued by Agency.

ARTICLE IV

Grievance Procedure

4.1 STEP ONE. Any grievance shall first be presented in writing by the employee, a steward or other authorized representative of the Union to the employee's immediate supervisor. The written grievance must be presented within fifteen (15) working days of the act or event which gives rise to the grievance or within fifteen (15) working days from the date on which the employee learns or reasonably should have learned of such act or event. The Agency shall submit a written response to the grievance within five (5) working days of its being initially presented, or at such date as agreed to by the parties. Step One of the grievance procedure may be waived by agreement of all parties in which case the grievance will proceed directly to Step Two.

4.2 STEP TWO. Within ten (10) days of said written response, either party may request in writing a hearing to be held before the President/CEO or her delegatee. Said hearing shall be held within five (5) working days of said request for a hearing or at a time agreed to by the parties. If the parties agree to waive Step One, then a Step Two hearing shall be held within ten (10) days of the presentation of the grievance or at a time agreed to the parties. The President/CEO or her delegatee shall have five (5) working days from the date of the Step Two hearing within which to make a decision which shall be in writing.

4.3 Within twenty (20) working days after the receipt of the President/CEO's or delegatee's decision either the Union or Agency may request of the other that the grievance be submitted to an impartial arbitrator for resolution. Unless otherwise agreed upon by the said parties, the failure of either such party to request arbitration within the time limit set forth herein shall constitute a waiver of such party's right to arbitrate such grievance.

4.4 The impartial arbitrator shall be selected by the agreement of the President/CEO or her delegatee and the President of the Union. If no agreement has been reached as to the arbitrator within fifteen (15) working days after the submission of request for arbitration has been made, the parties shall request the Federal Mediation and Conciliation Service to submit to them a list of five (5) recognized arbitrators each of whom shall be a member of the National Academy of Arbitrators. The Union shall alternately strike names on such list, one at a time, first and third. Agency shall alternately strike names on such list, one at a time, second and fourth, and the arbitrator whose name has not been stricken shall be deemed to have been agreed upon by the parties.

4.5 The arbitrator selected as provided herein shall be notified of his selection by a joint letter which shall also request that he set a time and place for hearing subject to the availability of Agency and the Union representatives.

4.6 The award of an arbitrator shall be final and binding on Agency, the Union and the employees involved. The expenses of arbitration, including the fees of the arbitrator, shall be shared equally by Agency and the Union.

4.7 It is expressly agreed that, anything herein to the contrary notwithstanding, the Union shall have the right to strike against Agency where Agency refuses to accept arbitration in the manner prescribed herein.

4.8 All complaints, disputes, differences or grievances shall be raised by either party only in the manner herein provided, except as set forth in Section 4.10.

4.9 With a grievant's written consent, the Union may review grievant's file during a grievance investigation.

4.10 The parties recognize that expedited arbitration can be beneficial to them in certain cases. Therefore, they may agree to expedited arbitration by mutual agreement in writing, and the arbitrator will be advised of the terms of the agreement.

4.11 Employees shall be entitled to representation by a steward with respect to grievances in accordance with the requirements of the National Labor Relations Act.

4.12 It is understood that the Union's investigation of grievances shall not unreasonably interfere with Agency operations.

ARTICLE V

Lay-offs

5.1 In case of lay-offs due to retrenchment, reorganization or contraction of an Agency program or programs, seniority within classification (except as provided in Section 5.4) on an Agency-wide basis, based upon length of service from the date of initial hire by Agency or its predecessors, shall be a determining but not the sole factor in the selection of employees to be retained in that program. Within five (5) working days from when the Union receives notice of layoff from the Agency, the Union will advise the Agency of any employee with the classification affected by the layoff who wishes to voluntarily elect to be on layoff. Seniority shall be the determining but not sole factor in the Agency's determination of who shall be permitted to take a voluntary layoff. Thereafter, further layoff, if any, shall proceed in accordance with Article 5.2. An employee on layoff shall be entitled to severance pay pursuant to Article 9.5 and to claim unemployment compensation without contest from the Agency.

5.2 An employee who is displaced by a lay-off as set forth in Section 5.1 herein shall be permitted to displace (bump) the junior employee in a classification which the employee held within the previous five (5) years provided that (i) an employee shall be permitted two (2) such bumps during the term of this Agreement and (ii) the Agency deems the employee qualified for the position. The employee who bumps into the classification shall receive the pay rate for such classification as set forth in paragraph 13.4 of this Agreement, plus the dollar amount equal to the dollar amount by which the employee's actual salary immediately prior to the layoff exceeded the rate as set forth in paragraph 13.4 for the classification in which the employee then worked.

5.3 In the event of a lay-off subject to Section 5.1, Agency shall provide Union with at least ten (10) calendar days notice of such lay-off, with a good faith estimate of the number of positions affected.

5.4 An involuntarily laid-off employee shall have recall rights to his classification for a period of six (6) months or for the employee's length of employment, whichever is less. The order of recall shall be based on the same factors as the layoff. Upon recall, if the employee declines the job offered by the Agency, the employee is not entitled to severance pay under Article 9.5. At the end of the aforesaid period of six (6) months or for the employee's length of service, whichever is less, if the employee has not been recalled, he shall be entitled to severance pay under Article 9.5.

ARTICLE VI

Overtime

6.1 Overtime is not encouraged. Occasional extra time may be necessary because of an emergency or due to Agency or client needs as required or directed by Agency.

6.2 No employee shall work overtime unless expressly authorized by his immediate supervisor. When an employee is required by his supervisor to work seven (7) minutes or more past the end of his shift, the employee will be paid for fifteen (15) minutes and will continue to be paid in ensuing fifteen (15) minute increments following each seven (7) minutes worked past a fifteen (15) minute increment.

6.3 Time off for overtime worked may be taken at the request of the employee subject to the approval of the employee's immediate supervisor or the President/CEO or her

delegatee. Compensatory time for overtime shall be taken in no event later than seventy-five (75) days. If compensatory time is disapproved or not taken during the seventy-five (75) day period after the overtime is worked, the employee shall be compensated for the overtime worked at the rate of one and one-half (1-1/2) his regular rate of pay for such period.

ARTICLE VII

Probationary Period

7.1 There shall be a probationary period of six (6) months for all employees. The probationary period may be extended for an additional thirty (30) calendar days with the mutual consent of Agency and Union. Although the grievance procedure shall not be utilized during the probationary period and any extension thereof, during said thirty (30) calendar day extension, Agency shall upon the employee's request meet with a representative of the Union to discuss the employee's work performance at the time the probation is extended.

7.2 In the event that Agency fails to give any probationary employee notice of extension of the probationary period as set forth in Section 7.1 above or a written evaluation at the end of a probationary period or any extension thereof, it shall be conclusively presumed that said employee has successfully completed his probationary period.

7.3 Bargaining unit employees cannot use paid days off until they complete their probationary period except that Agency in its discretion may give consideration to a probationary employee who requests time off for a compelling reason.

ARTICLE VIII

Evaluations

8.1 Evaluation of employees is a continuing process in which both Agency, the President/CEO and its supervisors and the employees participate.

8.2 (a) A written evaluation shall be prepared at the end of the employee's probationary period and annually thereafter. If the probationary period is extended, another evaluation shall be made at the end of the extended period.

(b) After successful completion of probationary period is attained, evaluation of such employee should be made annually in accord with the following procedure:

- (1) The annual evaluation shall be prepared in writing by the immediate supervisor of each employee and discussed with the employee at least one (1) week prior to the submission of such evaluation to the President/CEO or her delegate. The employee shall be given a copy of the evaluation as signed by the employee's immediate supervisor.
- (2) Each employee shall sign the evaluation that he has read and discussed this evaluation with his immediate supervisor. Said signature of the employee need not indicate his agreement with the evaluation.
- (3) If an employee wishes to comment on his evaluation after his discussion with his supervisor, he may submit a written statement to the President/CEO or her delegate. Such statement shall become a part of such employee's personnel record.

- (4) If either the President/CEO or her delegatee, or any employee believes that a conference is necessary, said employee's evaluation shall be discussed at said conference.

8.3 If Agency fails to evaluate an employee at the time specified in Section 8.2 above, (i) the employee shall be presumed to be satisfactorily performing his job duties unless the employee had been previously advised in writing to the contrary and (ii) the employee may request in writing to his or her immediate supervisor that such an evaluation be prepared and the supervisor shall provide one within sixty (60) calendar days of such request.

8.4 An employee's personnel folder at the worksite will be available for his inspection only, upon one (1) working day's notice from the employee to his immediate supervisor. An employee's personnel folder at Agency's central office will be available for his inspection only, upon three (3) working days notice from the employee to the President/CEO or her delegatee

ARTICLE IX

Employment Changes

9.1 (a) Agency recognizes the advantages of promoting from within and will follow this principle whenever practicable, subject to Agency's right to make the final decision in all such matters in accordance with the terms of this Agreement. Employees who are chosen and accept a change in position must remain in that position for at least six (6) months before being considered for another position, except if the employee and Agency

agree otherwise. The Agency will provide the wage rate, hours and location of the position to the successful bidder before he or she accepts and begins working in the position.

(b) Notices of any vacancy or newly created position, whether or not within the unit, shall be posted in each Agency facility within five (5) working days of Agency's knowledge of the vacancy or impending vacancy. Outside applicants shall not be considered for five (5) days following said posting. Such notice will remain posted until the position is filled. When the position is filled, Agency shall notify all applicants. Full time employees will have priority over part time employees for purposes of bidding on shift changes.

(c) In the event that Agency fails to post the vacancy or newly created position as aforesaid and the position is filled, the position shall be vacated for two (2) weeks pending posting in accordance herewith.

(d) Promotions to positions outside the bargaining unit cannot be subject to an appealable grievance within the meaning of the grievance procedure herein.

(e) If a bargaining unit position is not filled within one month of the vacancy, Agency will, upon request, provide reasons for the vacancy. It is understood that there are no staffing requirements pursuant to this provision.

9.2 Dismissals, Terminations and Discipline

(a) After the initial probationary period or any extension thereof, the continued employment of any employee shall be based upon the satisfactory performance of his duties. An employee shall be dismissed, suspended or issued a written warning only for just cause. (It is understood that (i) with respect to verbal warnings, they are not subject to the grievance

procedure but the lines of communication will be kept open to the Agency's Director of Human Resources or delegate and if the verbal warning was not documented in writing to the employee, it shall not be considered during any other disciplinary action and (ii) written warnings may be grieved under the grievance procedure but shall not be subject to arbitration). Grounds for dismissal shall include, but not be limited to, neglect, breach of professional ethics, failure or inability of an employee to properly perform assigned duties, curtailment of an Agency program or other reasons as set forth in Article V or failure or inability of an employee to adhere to Agency's written personnel policy or the provisions of this Agreement.

(b) All discipline to the extent feasible shall be timely and where appropriate shall be progressive in nature. Severe offenses shall constitute grounds for dismissal without further notice.

(c) Agency, through the President/CEO or her delegatee, shall give fifteen (15) calendar days prior written notice of dismissal to any clerical, secretarial employee, and Agency shall give thirty (30) calendar days prior written notice of dismissal to any other employee for all reasons except those set forth in Section 9. 2 (a) or (b).

(d) The employee's immediate supervisor shall submit in writing and discuss with the employee the grounds for dismissal and the employee shall have an opportunity to present his point of view at such time.

(e) The dismissal of any employee who has not successfully completed his probationary period at the time of his discharge cannot be subject to an appealable grievance within the meaning of the grievance procedure herein.

(f) In applying progressive discipline, Agency will not consider discipline which occurred more than twelve (12) months prior to the current infraction, except that with respect to employee conduct affecting client safety or well-being, Agency shall be permitted to consider discipline with respect to client safety or well-being which occurred in the prior four (4) years.

(g) A Union representative shall be permitted to be present during an Agency interview of a client when there has been an allegation that an employee has engaged in misconduct affecting a client's safety or well-being, except in extenuating circumstances. The Union shall be notified by the Agency of any extenuating circumstances prior to the interview of a client.

(h) The Agency will comply with the requirements of the National Labor Relations Act with respect to information requests from the Union pertaining to the discipline of employees for misconduct which affects client safety or well-being.

(i) The Agency shall have the right to suspend employees pending investigation it being understood that:

- A decision must be made within twenty working days from suspension.
- If requested by such employee in writing to the Director of H.R. or her designate, such employee shall be allowed to use available accrued vacation leave and when such leave is exhausted, available personal days while on such suspension.
- If the suspension is found unwarranted, the employee shall be made whole for lost-pay time and any vacation leave/personal days which the employee used during the suspension shall be restored.
- Any suspension pending investigation which results from an alleged infraction which is not conducted by the Illinois Office of Inspector General (OIG) or is not conducted by the Agency involving OIG reportable incidents shall be with pay

9.3 Resignations

Any clerical or secretarial employee may resign by giving fifteen (15) calendar days prior written notice thereof to Agency and any other employee may resign by giving twenty (20) calendar days prior written notice thereof to Agency.

9.4 Disciplinary Transfers

No employee shall be transferred from one site to another for disciplinary reasons except when the employee agrees to such transfer.

9.5 Severance Pay

(a) If employees are dismissed because Agency ceases to function, reduces or suspends part or all of its services, programs or activities, or reduces its staff for any other reasons, Agency accepts the principle of severance pay for those eligible employees as herein below defined, who are affected. However, if an employee is transferred to another position which such employee refuses to accept then such employee shall be deemed a voluntary quit and no severance pay shall be due to such employee.

(b) In order to be eligible for severance pay, an employee shall have been employed by Agency for at least two (2) years on the date of dismissal.

(c) Agency shall pay such eligible employees severance pay in accordance with the following schedule for continuous service with Agency:

<u>Years of continuous Service</u>	<u>Weeks Pay</u>
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11

ARTICLE X

Time-Off and Miscellaneous Benefits

10.1 Vacation and Paid Break Periods

(a) All bargaining unit employees except Early Intervention employees hired before February 1, 1999 shall be entitled to vacation as follows:

<u>Years of Service</u>	<u>Vacation Days Per Year</u>
0-3	11
3-10	16
10 and above	22
20 and above	25

(b) Employees hired after February 1, 2014 shall be entitled to vacation as follows:

<u>Years of Service</u>	<u>Vacation Days Per Year</u>
0-1	5
1-5	10
5-10	15
10-20	20
20 and above	25

If a holiday recognized by Agency falls on a working day during any employee's vacation, the employee's vacation shall be extended one (1) day. Vacation time is accrued on a monthly basis.

(c) Early Intervention employees hired before February 1, 1999 receive the same number of days off as provided by the prior contract but scheduled as vacation per practice with respect to all other employees.

(d) Vacation time may be taken at any time of the year at the mutual convenience of Agency and the employee, except that vacation in increments of fewer than 5 days (one, two, three or four days) shall be allowed provided that the employee give at least five (5) day notice. Provided, however that for employees who have five or less years of service the maximum weeks of consecutive vacation that can be scheduled shall be two (2) weeks; for employees who have more than five but less than 10 years of service, the maximum weeks of consecutive vacation that can be scheduled shall be three weeks; and for employees who have more than 10 years of service, the maximum week of consecutive vacation that can be scheduled shall be four weeks. Seniority shall prevail with respect to the determination of which employees shall be permitted to take vacation at a particular time provided that Agency's operations so permit. Vacation time is earned by an employee from his date of hire, but can be taken only after he has successfully completed his probationary period or any extension thereof, and shall thereafter be calculated from each employee's anniversary date of employment.

(e) An employee shall have no more than fifteen (15) days of accumulated vacation as of December 31 of any year. Agency shall allow the affected employee a reasonable opportunity to take such vacation accrued in excess of fifteen (15) days by December 31 of each year. Language removed about vacation day limitations during the year.

(f) Community Living Division (“CLD”) employees will receive Paid time Off (“PTO”) in lieu of Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day which are holidays that the Agency allows other bargaining-unit employees, as follows:

- CLD employees shall receive their PTO to be taken in one block of days equal to four (4) days that are allotted to other employees for Christmas Eve, Christmas Day, New Year’s Eve and New Year’s Day which are holidays taken by other employees to be taken during the calendar year in which the holidays are taken by other employees. Seniority shall prevail with respect to the determination of which employees shall be entitled to take PTO at a particular time provided that the Agency’s operations permit. CLD employees shall make their selections for when they want to take PTO on a form provided by Agency no later than November 30 of the year prior to the year in which they want to take the PTO. If a timely request is not made PTO shall be taken as determined by the Agency
- CLD employees who work on Christmas Day or New Years Day shall be entitled to an additional one-half day of PTO for each such day worked to be taken as part of their block PTO in the year following the Christmas Day worked and in the same year as the New Years Day worked.
- In the event that a CLD employee who is scheduled to work during the four (4) holidays set forth above is absent without approval by the Agency, one day shall be deducted for every such day absent from the ensuing years entitlement to PTO.
- A CLD employee shall be entitled to PTO only if he or she was employed as of November 30 in the year prior to the year in which PTO is taken, unless otherwise agreed to during the hiring process. A CLD employee who leaves the Agency prior to December 31 of the year in which PTO is taken shall reimburse the Agency for all PTO pay received during that year. Said reimbursement shall at Agency’s discretion be taken from accrued vacation.
- PTO is not an accrued benefit and unused PTO shall not be payable at termination. I-Cila and Nursing staff are not subject to PTO requirements.

(g) In addition to the vacation set forth in Section 10.1(a) above, bargaining unit employees of Agency hired before February 1, 1985 who have not elected the "cash-in" option previously allowed them, shall be entitled to one five (5) working day paid break period each calendar year. Said break period shall be taken Monday through Friday, except that it may be extended by one (1) day in the event that the holiday falls during the break period. The

employee shall inform his site director of the date he wants to take the break at least thirty (30) days prior to the commencement of his break and the employee shall be allowed to take the break provided Agency's operations so permit. Seniority shall prevail among employees at a site with respect to selection of the break. The break period shall not accumulate from one year to the next. Employees hired after February 1, 1985 and employees who have elected the "cash-in" option shall not be entitled to the aforementioned paid break.

(h) There shall be no other vacations or compensation in lieu of vacation except as specified herein within the provisions of this Section 10.1(a).

10.2 An employee with five (5) or more years of service shall upon giving thirty (30) days notice to the President/CEO or her delegates receive vacation pay prior to taking any vacation of one (1) week or longer. No advance pay shall be allowed to employees with respect to other breaks, except in extraordinary circumstances.

10.3 Vacation requests shall be acted upon by Agency in a timely manner. An approved vacation date shall not be changed by either Agency or the employee within thirty (30) days of the scheduling of the vacation unless Agency and the employee both agree to the change, except in emergencies. Seniority will be considered for all vacation requests made on or before March 1 of the year. Thereafter, vacation requests will be honored on a first come basis with preference being given to the employee who first requested a specific time.

10.4 Holidays

(a) Except as otherwise provided herein, employees shall be relieved of all of their duties and shall receive pay for the following holidays:

Employee's Birthday
Martin Luther King, Jr.'s Birthday
Presidents' Day
Memorial Day
July 4
Labor Day
Thanksgiving Day
Friday after
Thanksgiving Day

ALL EMPLOYEES OTHER THAN CLD EMPLOYEES:
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day

The Birthday day off shall be granted on the employee's actual birthday subject to (i) Section 10.4(b) below and (ii) the approval of the employee's supervisor which shall be granted so long as the supervisor believes that the day off will not result in disruption to the Agency's operations. In such cases when the employee's actual birthday cannot be granted, another day off shall be provided reasonably close to the employee's birthday.

(b) A compensatory day off shall be granted for holidays in that any holiday falling on Sunday shall be observed on the following Monday, and holidays falling on Saturday shall be observed on the previous Friday.

(c) Except as provided in Sections 10.1(e) in facilities in the CLD and 10.4(d), if any employee works on a holiday, he shall receive holiday pay in addition to his regular pay for that day.

(d) To be eligible for holiday pay an employee must work the day before and the day after the holiday unless the employee is on an absence approved by the Agency.

10.5 Observance of Religious Holidays

Employees desiring to observe major religious holidays of their respective faiths shall deliver their written request for leave to participate in such observances to the President/CEO or her delegatee at least one (1) week before each major religious holiday.

10.6 Leaves

(a) Urgent Non-Medical: The President/CEO or her delegatee may grant an employee a leave of absence of reasonable duration for urgent non-medical reasons. An employee who is granted such a leave of absence of two (2) months or less shall be permitted to return to his same position at the same site in which he was working prior to the commencement of such leave.

(b) Medical/FMLA Leaves: Employees with medical certification shall be allowed a medical leave of absence as follows: Employees will be allowed to take Family and Medical Leave Act (FMLA) leave and use their available benefit time (sick leave, accrued vacation leave) for a period of up to six months. During this period the employee shall be charged with all available sick leave and accrued vacation leave taken in accordance with Agency policies and Family Medical Leave (“FMLA”) will be concurrently exhausted. The employee's insurance benefits (health, life and long term disability) will be continued during the period when his job is held open. While on medical leave for the majority of working days in any calendar month, an employee does not earn vacation or sick days. At the end of the six month period, unpaid additional leave may be allowed if required as a reasonable accommodation under the Americans with Disabilities Act (ADA).

When an employee is able to return to work, the Agency will offer the employee the first available job in his or her classification within his or her division for which the employee is qualified. If the employee declines a position, Agency has no further obligation to offer the employee another job.

(c) Time-Off for Attendance of College or University Courses: Upon the written request of an employee and the approval of the President/CEO or her delegatee, employees with service of two (2) years or more with Agency shall be granted a leave of absence without pay whenever possible, for the purpose of attending a recognized college or university full time.

(d) Personal-Business Time: An employee hired before February 1, 1985 shall receive up to seven (7) paid days; an employee hired after February 1, 1985 but before February 1, 2007 shall receive up to five (5) paid days; and an employee hired after January 31, 2007 shall receive up to three (3) paid days for important personal business (including leave necessitated by deaths in the employee's immediate family, in addition to the leave provided in Section 10.6(f) below) during any calendar year. An employee shall receive such leave only upon giving his immediate supervisor notice of at least twenty-four (24) hours in advance of the absence. However, if the reason for leave is of an important intimate personal nature which would cause embarrassment to the employee, if it were revealed, the employee can inform the supervisor that he requests leave, but does not want to reveal the reason for leave because it involves a matter of an important intimate personal nature. Also provided, however, that if Agency's efficient operations could not accommodate the number of employees who request leave, the employee with the greatest seniority shall be entitled to, and employees with less seniority denied, leave. Personal leave days which are unused at the end of a calendar year

shall be transformed into paid leave sick days to be available only for paid sick leave in subsequent years. Said sick days shall be subject to the requirements set forth in Section 10.9.

(e) Bereavement Leave: Employees shall be allowed two (2) occurrences of two (2) paid days each occurrence per calendar year to attend the funeral and perform related duties in the event of the death of his or her spouse, parent, child, grandparent, grandchild, brother or sister, step-child, step-parent. There shall be no carry over of funeral leave from one year to the other. An additional day of bereavement pay shall be allowed for employees who attend the funeral of a covered relative at a location more than 300 miles from downtown Chicago provided that the employee produces upon request by the Employer proof of death and attendance at the funeral.

(f) Pregnancy Leave: Leaves for pregnancy shall be granted on the same basis and terms as medical leaves, generally.

(g) One employee selected by the Union shall receive two and one-half (2-1/2) days of paid released time each month for the purpose of attending to Union business. The released time shall be devoted to site visitation for no more than two (2) days per month. When such an employee desires to visit a site, the employee shall obtain the prior approval of the site director. Such approval shall not be unreasonably denied. Upon arriving at the site the released employee shall identify himself or herself to the site director, or in the site director's absence, to the individual in charge. The released employee shall not interfere with the work of the employees at the site, unless permission is granted by the individual in charge of the site.

(h) In addition, not more than one half (1/2) day per month of the released time shall be devoted to informing employees of the Union and its programs at employee orientations as set forth in paragraph 14.5.

10.7 Attendance at Conferences, Institutes, etc.

(a) Notice of Conferences, Institutes and the like, received by Agency, shall be posted in advance in each Agency facility. Attendance at such conference shall be arranged by the President/CEO or her delegatee and any employee attending such conference with the approval of the President/CEO or her delegatee shall be paid for such attendance.

(b) At the discretion of the President/CEO or her delegatee, the opportunity to attend any such conference will be rotated among the employees, except clerical and secretarial employees.

(c) To the extent that funds are available, as determined by the President/CEO, Agency will reimburse employees for attendance at professional conferences for all or a part of the cost of attending any such conferences. Employees participating in any such conference program will be given preference in attending such conference.

10.8 Jury Duty

Employees required to report for jury duty will be paid by Agency the difference between their regular salary on a per diem basis and the daily attendance fee paid by the Court. Should the daily attendance fee paid by the Court equal or exceed the employee's salary on a per diem basis, no compensation shall be paid by Agency.

10.9 Sick Leave

Employees shall accrue sick leave as follows: Note sick leave accrues on a monthly basis.

<u>Years of Service</u>	<u>Total Sick Leave Days Per Year</u>
0-3	8
3-10	10
10 and over	12

Unused sick leave shall be carried over from year to year, providing that no employee shall carry over more than sixty (60) accrued days. Employees who currently have more than sixty (60) days of accumulated sick days will not forfeit those days provided that no days in addition to sixty (60) will be accrued by such employees.

The Agency, at its discretion, shall consider employee requests to transfer accumulated sick days (up to five (5) per year) to another employee who has incurred a serious illness but has exhausted his or her allowable sick days.

A physician's statement shall not be required before sick leave is approved, but may be requested by the President/CEO or her delegatee. In the case of absence from work on account of illness, employees shall report to the person to whom they are immediately responsible, or person designated by the President/CEO on the morning of their first day's absence and each subsequent day's absence.

Agency may request that an employee returning from a medical leave of absence be examined by a physician selected by Agency, for the purpose of submitting a report of his examination to Agency.

10.10 Sick-Leave Cash-In

An employee who has accumulated more than thirty-three (33) sick days by the end of any calendar year may upon giving written notice to the President/CEO or her delegatee prior to the end of the year, receive payment for unused sick days accumulated during that calendar year at the rate of one-day's pay for every two (2) unused sick days accumulated during the year. The employee must cash-in all unused days accumulated during the year to be eligible for this benefit. The employee shall be paid for the unused days by February 28 of the following year. It is understood that the maximum cash payment to an employee with thirty-three (33) or more sick days is six (6) days pay.

10.11 Sick Leave Payment Upon Death

Unused accrued sick days shall be paid to the estate of a deceased employee who accumulated unused sick days. Agency may require that a sworn statement be completed by the individual receiving the accrued sick pay which assures Agency that said individual is the proper person to whom payment shall be made.

10.12 Job Expense (Supper Allowance. Mileage)

Each employee who Agency requests to work and who works overtime by Agency shall be reimbursed for his supper expenses not to exceed ten dollars (\$10.00).

Agency shall allow each employee who is requested by it to use his personal automobile on Agency business, with reimbursement at the rate equal to the GSA rate on the effective date

of this Agreement. The rate will be adjusted (either upward or downward) each February 1 to equal the GSA rate in effect on that date.

When an employee is assigned to work at a site or location other than the site or location to which he is regularly assigned, Agency shall reimburse the employee at the above provided cents per mile rate for the additional miles traveled by the employee if he regularly uses his personal vehicle for transportation, which are greater than the miles he regularly travels between his home and the site or location to which he is regularly assigned.

10.13 Tuition Assistance

If an employee enrolls in a course or courses related to that employee's job with Agency, at an accredited institution of higher learning, the employee shall receive tuition assistance for the cost of the course or courses up to one thousand dollars (\$1,000) for each year of this Agreement. The tuition for each course shall be paid by check made out by Agency directly to the educational institution in advance of the employee taking of the course. In the event that the employee receiving said tuition assistance does not obtain a "C" or better or pass the course if no grade is given, or if the employee terminates his employment with Agency within one year of completing the course or courses, or if the employee withdraws or fails to complete the course or courses, the employee shall pay back to Agency the tuition which it advanced. Such an employee shall be required to complete a payroll deduction authorization form(s) at the request of Agency. If Agency determines that it is not possible to continue this reimbursement policy because of its financial condition, it will impose a moratorium on the policy applicable equally to all employees. Effective February 1, 2017, Agency will begin accepting new applications.

10.14 Health Examinations

Agency shall continue its present policy concerning reimbursement for all new employees who are required prior to employment to have a statement of good health and all employees required to have yearly statements. The statement shall be from a mutually acceptable doctor and the results of such statement shall be made known to the employee.

Agency will reimburse each employee who has an examination pursuant hereto for the cost of such examination or twenty-five dollars (\$25.00), whichever is less, upon the submission of the doctor's bill with respect to the statement of good health.

10.15 Worker's Compensation Work Injuries

All employees shall be covered by Worker's Compensation. Any employee sustaining injury while engaged in work of Agency shall report such injury immediately to his immediate supervisor.

In the event of an on-the-job injury, the injured employee will be paid for the remainder of the day of the injury. In addition, if the employee is absent and unable to work due to the injury for at least three (3) days following the day of the injury, the employee shall receive one (1) paid day without deduction from accrued sick days. The remaining two (2) days shall be charged to accrued sick, vacation or personal time, or if the employee has no paid benefit days available, those days shall be without pay.

10.16 Social Security

All employees shall be covered by Social Security laws and shall participate with Agency in accordance with the provisions of said laws.

10.17 Leave of Absence for Union Business

Employees who are members of the Union shall be entitled to one week leave of absence per year, without pay, for Union business, upon written request from the Union.

10.18 Leaves for Other Purposes

Grants for leaves of absence for purposes not covered in this Agreement will be determined by the President/CEO.

ARTICLE XI

Insurance

11.1 Subject to Section 11.2 herein, the Agency shall for the duration of this Agreement make contributions for individual coverage for those health insurance benefits existing at the expiration of the prior agreement in accordance with the following schedule:

(a) (i) Effective April 1, 2014 for BlueAdvantage and HMO, the Agency shall contribute 74% of the cost of individual and family coverage and the employee shall contribute 26% of the cost of such coverage:

(ii) Effective February 1, 2016 for Blue Advantage and HMO, the Agency shall contribute 73% of the cost of individual and family coverage and the employee shall contribute 27% of the cost of such coverage.

(b) Effective April 1, 2014 for PPO, the Agency shall contribute 70% of the cost of individual or family coverage and the employee shall contribute 30% of the cost of such coverage.

11.2 In the event that Agency substitutes a new plan for one of its existing plans, the employee contribution on a percentage basis shall be at the same level of the total contribution as it was for the substituted plan. Future employee contribution increases shall be in the amounts set forth herein.

Health insurance benefits and provisions can be changed during the term of this Agreement provided that (i) the benefits and provisions are the same for non-bargaining-unit employees as for bargaining-unit employees and (ii) the Agency bargains with the Union regarding each proposed change under the standards required by federal law prior to implementation of any change. Plan design changes, agreed to by the parties, as set forth in Exhibit 1 will take place on September 1st of each of the following years: 2014, 2015 and 2016 unless the date of those year's effective renewal date changes.

11.3 Employees at their option may purchase any additional insurance benefits which may be provided from time to time under the insurance benefits described herein.

11.4 Agency shall pay for life and disability insurance benefits as provided in Exhibit "D" hereto for all employees in the bargaining unit described in Article I of the Agreement. The disability insurance benefits shall commence one hundred and eighty (180) calendar days after the employee's disability commences.

11.5 Employees shall be eligible for health insurance coverage on the 90th day of employment.

11.6 Agency shall provide dental insurance coverage for individual employees only, at the cost not to exceed fifteen dollars (\$15.00) per month under a plan which shall provide benefits set forth in Exhibit "E" hereto.

11.7 Agency shall reimburse employees for prescription eye glasses which are damaged by clients in the course of their employment at the reasonable and customary costs for the eye glasses, with prior Agency approval.

ARTICLE XII

Retirement

Agency agrees that the members of the bargaining unit shall continue to be participants in the Retirement Plan for Employees of the Agency in accordance with the terms of said plan. An eligible employee shall commence receiving required distributions from said plan no later than six (6) months of his leaving Agency.

ARTICLE XIII

Salaries

13.1 Agency shall pay each employee a salary determined in accordance with such employee's job classification as set forth in the schedule herein.

- (a) Retroactive to July 1, 2020, employees in the bargaining unit will receive a wage increase of \$.80 per hour (Illinois Public Acts 101-0636 and 101-0637) and an additional increase of 1.5%.

- (b) Effective January 1, 2021, Envision will increase the wage rate of each employee in the bargaining unit by \$.40 per hour (Illinois Public Acts 101-0636 and 101-0637).
- (c) All other terms and conditions of the collective bargaining agreement shall remain the same.

13.2 Merit increases over and above the contractual increases may be granted by Agency at its sole discretion.

13.3 Agency shall pay, during the term of this Agreement, the following annual salaries and increases based on a twelve (12) month work year:

<u>Job Title (and annual minimums)</u>	<u>as of 7/1/2020</u>	<u>as of 1/1/2021</u>
I. (Job Group) Foster Care		
Child Welfare Worker	47,861	48,693
Perman. Worker/Education Liaison	46,693	47,525
Respite Driver	29,120	29,952
Licensing Representative	47,861	48,693
Social Worker	62,126	62,962
II. (Job Group) Direct Service Personnel		
Training Counselor*	32,068	32,796
Community Living Specialist **	31,366	32,198
HBS- Case Worker	39,853	40,685
Job Coach	34,052	34,780
Bus Attendant	29,120	29,952
Nurse	48,131	48,963
III. (Job Group) Other		
Production Assistant	34,000	34,750
Property/Maintenance Worker	37,202	38,132
MH Community Living Specialist	31,242	32,074
MH PSR Instructor	44,013	44,845

* TC-Autism and Seniors Counselors receive a 7% differential

** CLS Floater receive a 10% differential

CLS Intermittent and Lead receive a 7% differential

CLS III receive a 6% differential

Based on "standard work week" as defined in Section 13.7 of the Agreement.

13.4 In the event an employee hired prior to February 1, 1982, is promoted to a higher job classification, the employee shall receive an annual salary equal to the rate for the new classification as set forth in Section 13.3 of this Agreement plus a dollar amount equal to the dollar amount by which his former salary exceeded the rate as set forth in Section 13.3 in his or her former classification.

In the event an employee hired on or after February 1, 1982, is promoted to a higher job classification, the employee shall receive an annual salary equal to the rate for the new classification as set forth in Section 13.4 of this Agreement plus a dollar amount equal to one-half (1/2) of the dollar amount by which his former salary exceeded the rate as set forth in Section 13.4 in his or her former classification.

13.5 All bargaining unit employees who regularly work less than the standard work week, as defined in Section 13.7, shall be paid in proportion to the time actually worked in accordance with the foregoing schedule.

13.6 Except as otherwise provided herein, the work week for all Agency employees, by facility, during the term of this Agreement, shall be:

(a) All Vocational Centers (all facilities included in the Adult Services Division of Agency): Training Counselors seven and one-half (7-1/2) hours per day including one-half (1/2) hour for lunch between 7:00 a.m. and 5:30 p.m. as directed by Agency. For all other vocational division employees thirty-five (35) hours per week including one-half (1/2) hour for lunch, as directed by Agency. For assigned schedules outside of 8:30 A.M. to 4:00 P.M., qualified employees who work at the site should first be offered the opportunity for such hours

at the site in order of seniority. In the event that there are not sufficient volunteers, then assignments should be made from any qualified employees at the site in inverse order of seniority.

(b) Early Intervention programs 37 1/2 or 40 hours per week as determined by the Agency.

(c) Community Living Division (All facilities included in the Community Living Division of Agency): Forty (40) hours per week as determined by Agency.

(d) Any additional facilities established by Agency during the term hereof shall operate according to the foregoing schedule, as such schedules may apply to said facility.

(e) Every lunch period as set forth above shall be free of all duties, except in emergencies.

13.7 Job descriptions of all unit positions are attached hereto and specifically incorporated herein. Whenever the term "other duties as assigned" shall appear in any job described such term shall specifically be amended to read "other related duties as assigned." Agency will provide the Union with job descriptions promptly upon their development. Agency shall upon written request provide a written job description to bargaining unit employees who transfer to a different bargaining unit position.

ARTICLE XIV

Miscellaneous

14.1 Payday shall be every other Friday. Direct deposit shall be required unless
a) the employee has a bona fide religious belief which prevents the employee from direct

deposit participation or b) the financial institution refuses to allow the employee to establish a bank account or charges a fee or requires a minimum balance with respect to the account. Beginning in July 2014 benefit deductions (medical, dental, etc...) will be made over 26 pay periods.

14.2 A full-time shift of seven (7) hours or more shall not be split in order to be filled by part-time workers. Every six (6) months on July 1 and January 1 of each year, the Agency will provide the Union with a list of all part-time employees who have averaged twenty-four (24) hours or more per week in each pay period in the preceding six (6) month period. All part-time employees who averaged more than twenty-four (24) hours per week in fifty-five percent (55%) or more of the pay periods in the preceding six (6) month period shall become members of the bargaining unit for the next six (6) months and shall be subject to Article II and Article VII of this Agreement from their initial date of hire. All paid time off for such employee during said six-month period shall be accrued upon a pro-rata calculation resulting from the number of hours worked in the prior six (6) month period divided by 1040. Insurance for said part-time employees shall be governed by ERISA.

14.3 A Joint Advisory Committee consisting of representation from the Union, Facility Directors, and two members of the Board of Directors of Agency shall be comprised to periodically discuss programming and methods. Either Agency or the Union may request a meeting of the Joint Advisory Committee. The request shall be in writing and shall set forth a proposed agenda. A meeting of the Joint Advisory Committee will be scheduled within thirty (30) days of receipt of the request for meeting where practical.

14.4 This Agreement constitutes the entire agreement between the parties and concludes all collective bargaining negotiations for its duration, except as otherwise expressly provided for in this Agreement.

14.5 The Union and the appropriate representative as designated by the Union shall be advised in writing of the name, job title and address of all newly hired employees. The Union shall be afforded a period of 15 minutes during orientation in which to meet with bargaining-unit employees to explain matters pertaining to union representation. This meeting will take place during the initial day of orientation. The Union shall be allowed to distribute Union-membership cards during this meeting provided that the Union shall advise in writing to the employee that the signing of the Union-membership card is voluntary. A steward designated by the Union shall be released with pay to conduct such meeting if the steward is scheduled to work during that time. At the end of each month the Agency will provide to the Union a list of employee who have completed their probation period.

14.6 Agency shall establish a fund of \$1,500 per calendar year for purpose of reimbursing staff for clothing/personal items damaged by students or clients. Claims will be limited to \$50.00 per occurrence and will require the approval of the Director of Human Resources in conjunction with the site director.

14.7 Agency will discuss with a committee chosen by the Union any changes in wages, hours and working conditions within the meaning of, and as required by, the National Labor Relations Act, prior to implementation of any such change.

14.8 The President/CEO or her delegatee will meet with the Union representatives upon reasonable notice to discuss items of mutual interest.

14.9 All employees shall record their hours worked in accordance with the policies of Agency.

14.10 As far as feasible, considering the structure of existing physical facilities and Agency's requirements for the use of such facilities for client services, Agency shall endeavor to provide a lounge for all employees in each facility. Agency shall provide one bulletin board at job sites for the purpose of notifying staff of union meetings and functions. At the Agency's residential sites, a bulletin board shall be provided at a location deemed practical. No information which is inflammatory or disparaging toward the Agency shall be posted. Material to be posted shall be provided to site director prior to posting.

It is understood that the Agency is not sponsoring and shall not be responsible for any liability with respect to any meeting or function posted on bulletin board.

14.11 It is Agency's desire to provide a safe and secure work place. To that end, Agency is willing to discuss with the Union matters of mutual concern regarding the safety of bargaining unit employees. There shall be a safety committee comprised of no more than three (3) Union representatives plus one Union designee, and an equal number of Agency representatives which shall meet quarterly. Upon request such meeting shall be scheduled at a mutually convenient time and place to discuss safety questions including questions involving cold or overheated work areas and other questions to the end of promoting a safe and secure work place.

In addition employees or stewards who have safety complaints or concerns can submit such matters for consideration on a S.A.F.E. form ("Safety Action for Employees"). Agency shall attempt to resolve the matter addressed on the form within ten (10) days and to

inform in writing the employee submitting the S.A.F.E. form of steps taken to resolve the matter. If the matter is not resolved during said period, it can then be referred to the safety committee or to the grievance procedures.

14.12 Provided that new employees have first been given training by management, employees in the bargaining unit shall be required to provide on-the-job assistance and to answer questions of new employees. No bargaining-unit employee shall be disciplined with respect to providing such assistance or answering such questions if the employee who received such assistance or answer to questions fails to perform satisfactory.

14.13 Authorized Union representative shall have access to Agency job sites before and after working hours and during employee non-working time for the purpose of representing bargaining unit employees. Union representative shall notify the Director of Human Resources before going to a job site.

14.14 Agency shall not require the use of an employee's private automobile for transporting clients.

14.15 Any employee will be afforded the right to union representation to discuss disciplinary action.

14.16 Agency will continue its present policy with respect to time off for physical examinations.

14.17 Agency will provide the Union by February 1 and August 1 of each year a list of its current bargaining unit employees which shall include the employee's name, date of hire, work location, title and salary.

14.18 An employee must complete all training prescribed by the State of Illinois or other agencies within one-hundred and twenty (120) days from the employee's date of hire or be subject to termination. Professional Crisis Management Trainer shall receive \$20 per hour for training provided.

ARTICLE XV

Nursing

15.1 Medication Distribution Class Instruction:

(a) RN Nurses employed by the Agency will be authorized to conduct the Medication Distribution Class. New RN Nurses employed by the Agency will be placed on the rotation for class instruction no later than 30 days after being certified.

(b) Medication Distribution Class Instructor will receive their regular hourly rate of pay for the time spent conducting the class. In addition, they will also receive a \$100 stipend per day for conducting the class.

(c) Maximum class size is 15 participants.

15.2 Nurse On-Call

(a) On call schedule will be 6:00 PM-6:00 AM (Monday through Friday) and 24 hour coverage on Saturday and Sunday. Nurse on-call will be rotated every two weeks. Agency will provide a smartphone and computer for purposes of performing on-call duties. Nurse on-call handles medication and medical issues. On-call duties are performed by phone, except in rare emergency situations when it may be necessary to address in person. The nurse on-call will be paid their regular hourly rate for all hours worked to resolve that emergency.

(b) New RNs hired by the Agency will be placed on the on-call schedule after 30 days of employment. Nurse on-call will log calls as appropriate.

(c) Nurse on-call will receive \$325 stipend for the two week period that they are on-call. The nurse on-call during the two week Christmas/New Year holiday period will receive an extra \$100 making the stipend for that two week period \$425.

15.3 Miscellaneous

(a) Nurses called to perform off hours emergency assignments (i.e. weekend insulin) will receive 4 hours call-in pay.

(b) Nurses are not subject to the PTO language in Article 10.1(f).

16.1 All terms of this Agreement shall be in full force and effect for the period commencing July 1, 2020 and ending on June 30, 2021. Thereafter, this Agreement shall automatically continue in full force and effect on a year to year basis, unless either the Union or Agency notifies the other in writing of its desire to modify this Agreement at least sixty (60) days prior to the expiration date thereof.

IN WITNESS WHEREOF, Union and Agency by its authorized officers have executed this Agreement on the day and year first above written.

Agency:

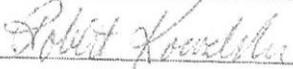
Union:

ENVISION UNLIMITED

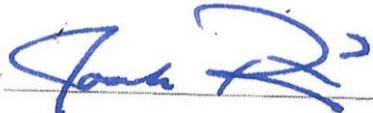
Service Employees International Union
(SEIU) Local No. 73

By 

Title President and CEO

By 

Title Director of Human Resource

By 

Title ~~Trustee (SEIU)~~ SECRETARY-TREASURER

By _____

Title _____