

**COLLECTIVE BARGAINING**

**AGREEMENT**

**BETWEEN**

**Anixtercenter**

**and**

**LOCAL 73 SERVICE EMPLOYEES**

**INTERNATIONAL UNION**

**Effective**

**July 1, 2021**

**Through**

**June 30, 2024**

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## AGREEMENT

This Agreement is made and entered into by and between Letter and Rosalie Anixter Center, an Illinois Not-For-Profit Corporation (hereinafter called “Anixter Center”) and Local No. 73 Service Employee’s International Union (hereinafter called the “Union”).

### ARTICLE 1

#### RECOGNITION

**Section 1. Job Classification:** Pursuant to certification of the Union by the National Labor Relations Board under date of October 15, 1976, as the exclusive collective bargaining representative of the employees of Anixter Center included within the bargaining unit defined as “all employees” employed by Anixter Center at its several locations, who work twenty-four (24) hours/week or more (as defined below), with the exception of managers, business office clericals, salespersons, and supervisors as defined in the National Labor Relations Act, as amended, Anixter Center recognizes the Union as the exclusive collective bargaining representative with respect to its employees included within the above stated bargaining unit.

Commencing by December 31, 2014 and every six (6) months thereafter, the Agency will provide the Union with a list of all non -bargaining unit part time employees, including but not limited to substitute workers in the residential facilities, and excluding managers, business office clericals, salesperson, supervisors and guards, as defined by the National Labor Relations Act, as amended, who have worked 624 hours or more in the preceding six (6) months period. All such employees shall become members of the bargaining unit for the next six (6) months with all the provisions of the Collective Bargaining Agreement applying to them for those six months. All employees covered by this provision shall not be considered probationary under Article 8 Section 2 if they have worked part time for Anixter for four months or more prior to becoming bargaining unit members. If any such employee has worked for Anixter for less than four months, all months worked for Anixter at that point shall be credited toward the four month probationary period. All paid time off for such employees during said six-month period of bargaining unit membership shall be accrued on a pro- rata calculation resulting from the average number

of hours worked in the prior six (6) months in proportion to 40 hours/week. For example, if an employee has averaged 25 hours/week for the previous six (6) months, a prorated vacation day, sick day or Holiday would be valued at five (5) hours. ( $650 \text{ hours} \div 26 \text{ weeks} = 25 \text{ hours/week}$ . 25 hours is 62.5% of 40 hours and the full accrual of 8 hours/day  $\times$  62.5% = 5 hours.) If, at the end of the six-month bargaining unit membership period, any such employee has averaged 24 or more hours per week in the previous six (6) months, then the employee shall continue to be covered by this Agreement, and their accrued time will carry over into the next six-month period. If at the end of the six-month period in the bargaining unit such employee has averaged less than 24 hours per week during said six-month period, then said employee will revert to non-union status and will cash out the accrued vacation based on the pro rata calculation resulting from the number of hours worked in the six (6) month period prior to the immediate past six-month period. Union dues will be assessed based upon 1.85% of the gross wage earned in each pay period during the six-month period of bargaining unit membership. The list of employees described in this section shall be provided to the Union no later than January 21 and no later than July 21 of each calendar year and bargaining unit inclusion shall be retroactive to January 1 and July 1 of each calendar year. Union orientation, led by members of the bargaining unit shall be scheduled for all employees placed in the bargaining unit and shall take place not more than two (2) weeks from the commencement of their inclusion in the Bargaining Unit. Any and all employees who are bargaining unit members as of the effective date of this agreement and who work less than twenty-four (24) hours per week shall remain bargaining unit members.

**Section 2. New Job Titles:** In the event Anixter Center shall create new job titles or classifications of work after the effective date of this Agreement, Anixter Center will so advise the Union and confer with the Union upon the Union's request for the purpose of determining whether or not such newly created job titles or classifications shall be included within the bargaining unit.

## ARTICLE 2

### NO DISCRIMINATION

Neither Anixter Center nor the Union shall discriminate against any employee or applicant for employment on account of race, color, religion, national origin, sex, sexual orientation/preference, age, disability, or veteran's status, creed, marital status, membership in the Union or because of any activity on behalf of the Union.

## ARTICLE 3

### UNION SECURITY AND CHECK-OFF

**Section 1. Membership:** Anixter Center agrees that each employee in the bargaining unit, as a condition of employment, upon completion of his/ her probationary period, following the beginning of such employment, shall acquire and maintain membership in the Union.

**Section 2. Dues:** Anixter Center shall, at time of hire, have all new employees whose jobs fall within the bargaining unit, complete appropriate Union membership and dues authorization cards. At such time, Anixter Center shall inform each such employee of the name and phone number of their Union steward and of their right to have an orientation meeting with their Union steward and/or one staff member of the Local ("Union Rep") during the time of new staff training. Orientation will be no more than one hour as outlined in Article 12, Section 4 of this Agreement. The Union shall provide such cards to Anixter Center. Upon completion of the probationary period, Anixter Center shall deduct from the paychecks of that employee, the amount of periodic dues (and initiation fees where applicable) uniformly required by the Union as a condition of acquiring and retaining membership in the Union. Such amounts deducted from employees' paychecks as provided in this section, shall be promptly remitted by Anixter Center to the Union not later than five (5) working days following the date such sums were deducted.

**Section 3. Employee Obligation:** Where an employee has no earnings or insufficient earnings for the complete deduction of dues and/or initiation fee in any period, no deduction of any amount shall be made and it shall be the employee's obligation to handle the full dues obligation for such period directly with the Union.



**Section 4. Authorization for Dues:** Authorization for the deduction of monthly dues and/or initiation fees shall become effective on the first full pay period occurring following the completion of the probationary period. Anixter Center shall not be required, under the terms of this Article, to make any deductions from paychecks of employees, which are prohibited by any present or future law which may become effective during the term of this Agreement.

**Section 5. Credit Union:** Upon written authorization which complies with all Federal, State or other governmental authority, laws, rules and regulations and signed by an employee and after presentation to Anixter Center, Anixter Center will deduct from every paycheck of that employee such amount as that employee has authorized for payment to that employee's account with the Union's Credit Union. Such deduction shall be subject to and made in accordance with the Provisions of Sections 2, 3 and 4 of this Article and such deductions shall be remitted to the Union's Credit Union within five (5) working days of the date such deductions are made.

**Section 6. Committee on Political Education (C.O.P.E.):** Anixter Center shall provide a voluntary payroll deduction to the Union's Committee on Political Education (C.O.P.E.) upon receipt of written authorization from employees. Such deductions shall be accomplished in accordance with established Anixter Center procedures, with such deductions being remitted to the Union in a separate check on a monthly basis. All such funds deducted from employees and submitted to the Union under the provisions of this section shall be considered funds of the employee at all times and not funds of Anixter Center.

**Section 7. Hold Harmless:** The Union shall defend, indemnify and save Anixter Center harmless against any claim or liability, including reimbursement of any costs of defense and attorneys' fees expended by Anixter Center in connection herewith, arising out of the administration of the Union security or dues, initiation fees, Credit Union check-off and C.O.P.E. provisions of this Agreement.

#### **ARTICLE 4**

#### **UNION RIGHTS**

**Section 1. Employees and Programs:** (a) Anixter Center shall, upon request, but no more than three times per calendar year, provide the Union with a current record of employees included within the

bargaining unit, their address, phone number, program (as applicable), job classification, employment date, and rate of pay.

(b) Anixter Center shall notify the Union in writing of the name, address, phone number, program (as applicable), job classification, employment date and rate of pay of any bargaining unit employee employed by Anixter Center after the effective date of this Agreement and within five (5) working days after date of employment.

The Union may appoint up to seven (7) stewards, including one Chief Steward to serve Agency-wide, provided that the Union will not appoint more than one (1) steward to the same Anixter location working the same or overlapping schedule.

**Section 2. Stewards:**

- (A) The Chief Union Steward shall notify Anixter Center in writing of the name of the Union steward at each program as stated in Section 1(b) above promptly upon the designation (by election or otherwise) of the steward. No employee may assume the role or other duties of the steward until Anixter Center has received such written notification. Upon request by Anixter Center, the Chief Union Steward shall provide Anixter Center with a current list of all stewards within five (5) working days. Any new program developed will be entitled to a steward.
- (B) Stewards and grievants upon notice to their immediate supervisors and with permission may discuss or investigate grievances with other bargaining unit members involved in said grievance. Union employees, who are participating in the grievance process as outlined in the Agency/Union agreement, may select any of the stewards on the current list of Stewards to represent them, so long as that steward is at work. The activity may take place during work hours and without loss of pay to the stewards, up to a total cap of eight (8) hours for all stewards per fiscal year. Such meetings shall be held utilizing as little work time as possible. If the parties involved are in different Agency locations, such discussions shall be by telephone or email unless a proper investigation requires

direct observation to investigate. Such activity shall not interfere with any client services.

- (C) All stewards will be allowed to attend meetings with other Union representatives, provided such activity shall not interfere with any client services. If such meetings occur during working hours of the steward, the steward may request vacation or Union Meeting Time to attend such meetings. The Agency will contribute four (4) hours of Union Meeting Time per contract year to each steward, only to be used for these steward meetings. There shall be no pay or carryover of such time that is unused in a contract year. Use of this time shall be specifically requested by the steward as Union Meeting Time, and entered on the time sheet by the steward as such.

**Section 3. Grievance Meetings:** Union members shall suffer no deduction in pay for time spent during working hours in conference duly held with the President or his representative as provided for in the Grievance Procedure contained in this Agreement. Union members must receive approval in advance from their immediate supervisor prior to participation in such conferences during working hours with the President or designated representative as provided in the Grievance Procedure. The President or designee shall arrange for mutually agreeable times for such conferences and inform the parties of same after receiving appropriate requests from the Union member or a representative for such a meeting. Any Union activity not specifically permitted and referenced in this Agreement must not be engaged in during work time by any employee.

**Section 4. Union Postings:** Anixter Center shall provide a bulletin board in each program as set forth in Section 1(b) above for the posting of notice of Union activities. Copies of all bulletin board postings shall be furnished to the President or his designee prior to the time of posting. The President or his designee may notify the Union that Anixter Center desires to modify the posting, and the Union shall meet with Anixter Center to discuss such modification. Postings not provided to the President or his designee prior to the time of posting shall be removed by Anixter Center.

**Section 5. Meetings:** The Union's use of space on Anixter Center's premises for meetings after working hours shall be subject to the prior approval of the President or his designee in Anixter Center's sole discretion. Any additional costs incurred by the Agency as a result of such meetings (security, maintenance, interpreters, etc.) shall be paid for by the Union.

**Section 6. Union Visits:** Duly accredited paid employees of the Union will be permitted to enter Anixter Center's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that this Agreement is being adhered to, provided that such representatives follow Anixter Center's rules and regulations upon entering and leaving any of the Agency programs as set forth in Section 1(b) above and further provided that the President or his designee be given prior notice in advance of the representatives' visit, except in cases of emergency. Such visits will be reasonable in frequency and duration and shall not in any way interfere with any Agency program or function.

**Section 7. Investigation of Working Conditions:** The Chief Union Steward shall accrue one-third day per month (maximum accrual four [4] days) to investigate working conditions through the Agency. This time must be used by the Chief Union Steward (or an alternate designated in writing by the Chief Union Steward) in minimum half-day increments. The use of such time must be approved, in advance, by the Chief Union Steward's or designee's immediate supervisor. Additionally, the Chief Union Steward or designee shall provide the Director of Human Resources with a planned schedule and itinerary of programs and/or sites to be visited. This time may also be used for investigating working conditions off Agency premises for issues involving employees whose work hours or normal job site requires such after hours or off site investigation. The Director of Human Resources will, at the time of receipt of the schedule and itinerary, inform all affected Program/Site Supervisors of the intended visit. If such visit would not prove inopportune or disruptive to programming, the Director of Human Resources will, within twenty-four (24) hours of receipt of the schedule and itinerary, provide notice of approval for use of the time to the Chief Union Steward or designee. At the time of arrival at the program or site, the Chief Union Steward or designee shall report to the Program/Site Supervisor and at no time during the visit

shall the Chief Union Steward or designee in any way disrupt programming or normal work activities of employees or clients of Anixter Center.

## ARTICLE 5

### **MANAGEMENT RIGHTS**

**Section 1. Rights:** It is agreed that all management functions of Anixter Center which are not specifically limited by the express language of this Agreement are retained by and reserved to Anixter Center. The management function listed in this Article are illustrations of management responsibilities retained by Anixter Center and are not intended as an all-inclusive list. The management of Anixter Center's operations, the direction of Anixter Center's employees, the determination of the means and places of Anixter Center's operations or services to be performed by employees of Anixter Center, the direction and control of all operations or services performed at any site, program or facility of Anixter Center, the scheduling of work hours, the decision of what work or service shall be performed at the various sites, programs and facilities of Anixter Center, the right to hire, promote, demote and transfer, to suspend, discipline, discharge for just cause, to relieve employees because of lack of work or for other legitimate reason, the making and enforcing of reasonable rules and regulations, the introduction of new and improved methods, materials, equipment or facilities, the changing or elimination of existing materials, equipment or facilities are all management functions vested exclusively in Anixter Center.

**Section 2. Exclusivity:** The management functions vested exclusively in Anixter Center as stated in Section 1 of this Article and any other management function not specifically and clearly limited by the terms of this Agreement cannot be the subject of a grievance or of any arbitration procedure provided for under Article 9 of this Agreement.

## ARTICLE 6

### **EMPLOYEE RIGHTS**

**Section 1. Orientation and Training:** It shall be the responsibility of Anixter Center to provide orientation, supervision and training for all employees.

The program manager will, during an employee's probation period provide initial orientation for the employee regarding 1) funder's requirements (if appropriate); 2) residential facilities that affect programming (if appropriate). All such orientation shall be suitably documented by the program manager.

Any specific additional training required for a role (including med passes, CPR, behavior interventions and others) will be provided by Anixter Center during an employee's normal work hours whenever possible. When applicable regulations require exams related to the training, Anixter Center will facilitate the testing. Employees (other than probationary employees) will be given at least ten (10) days advance notice before taking exams.

**Section 2. Professional Responsibility:** Where employees are required by state and funding regulations to be involved in the development of plans that drive a person's services, employees will participate.

**Section 3. Client Advocacy:** Client advocacy shall be a legitimate role for all direct service employees. Employees shall have the right to introduce and discuss client concerns to Anixter Center through their immediate supervisor.

**Section 4. Continuity of Service:** Employees shall have the right to prior notice and have the opportunity to provide input to their immediate supervisor about contemplated significant changes in program, methods and expansion or reduction of services. The determination of such matters shall be at the discretion of Anixter Center. In cases of emergency, the foregoing provisions shall not apply.

**Section 5. Privacy:** Socialization with clients of Anixter Center occurring outside of the normal operations of the Agency by staff may occur only when based on a demonstrably sound therapeutic plan and with prior written approval of the Vice President.

**Section 6. Expense Reimbursement:**

(a) **Mileage:** Employees shall be reimbursed for auto travel at the prevailing I.R.S. per mile reimbursement rate, when on approved Agency business authorized by the employee's immediate supervisor. The Agency paid reimbursement rate will adjust as the I.R.S. changes that rate.

(b) **Conferences:** Employees shall be reimbursed up to \$350.00 per year for registration fees, travel lodging and meals when in attendance at professional conferences, when their attendance has been approved by or requested by their immediate supervisor and the President.

(c) **Tuition:** Employees shall be reimbursed for approved work-related courses at institutions of higher learning in the sole discretion of the President. The amount of reimbursement shall be a maximum of \$750.00 to any one employee annually. Employees must receive approval for the course prior to registration and must submit proof of payment and proof of successful completion with a Grade of C or better in order to be eligible for reimbursement. Employees taking courses in pursuit of a Bachelor's degree shall be eligible for reimbursement under the provisions of this section.

(d) **Other:** Employees shall be reimbursed for fares paid when using public transportation on approved Agency business authorized by the employee's immediate supervisor. Employees shall also be reimbursed for parking costs deemed proper and reasonable and incurred in the course of doing one's job as directed by an employee's immediate supervisor. The Agency has no obligation to pay for an employee's parking at the employee's regular place of employment.

**Section 7. Personnel Records:** Each employee shall have the right to review his/her personnel record upon advance written notice to the Director of Human Resources. Such review shall be in accordance with the Illinois Personnel Record Review Act.

**Section 8. Payday:** Payday shall be every other Friday. If the Friday payday falls on a recognized contractual Holiday, then payday shall be on the immediately preceding weekday that is not a Holiday,

**Section 9. Restitution For Loss of or Damage to Personal Property:** Employees may be entitled to restitution from the Agency for loss of or damage to certain personal property directly resulting from client behavior. Conditions under which such restitution will be made are contained in a policy agreed to by the Agency and the Union. This policy shall be made available to all staff at time of hire or on request.

**Section 10. Environment of dignity and respect:** All employees of Anixter Center have a right to work in an environment of dignity and respect. Any bargaining unit member who believes that management

has in any instance not provided such an environment may file a grievance under Article 9, except that any such grievance will commence at Step 2 and will not be subject to arbitration.

## ARTICLE 7

### **HEALTH AND SAFETY**

**Section 1. Equipment:** Employees shall be provided with necessary and adequate equipment, materials, and/or vehicles that are safe, sanitary, in good repair and properly insured. This shall include equipment and materials in all facilities where services are provided by Anixter Center.

**Section 2. Buildings:** It shall be the duty of Anixter Center to maintain Anixter Center premises including all living quarters for all clients in residential programs in a safe and sanitary condition. Adequate heat, ventilation and lighting shall be maintained.

**Section 3. Employment:** Anixter Center's policy is to employ, where possible, and at its discretion, persons with disabilities as members of its staff. With regard to such persons with disabilities, Anixter Center shall make reasonable efforts to assign such person(s) to job sites in which they can adequately, safely, and satisfactorily perform the assigned duties of his/her/their job classification.

**Section 4. Safety Officer:** There shall be a Safety Officer at each site. The Safety Officer shall be the supervisor of each site. The Safety Officer shall consult with a Safety Committee elected by the staff at each site concerning safety issues including but not limited to items appearing below in a, b and c during non-working hours or during working hours in the Safety Officer's discretion.

**Section 5. Safety Review Procedure:** An employee may make a complaint regarding an unsafe situation to the Safety Officer who shall make a determination whether or not to stop work. If the employee remains dissatisfied with the decision, he/she will enter a grievance at Step 2 as set forth in Article 9, Section 2. In such a situation, the Director of Human Resources shall respond within one (1) working day. If the employee is dissatisfied with resolution at Step 2, he/she may file a grievance at Step 3 as set forth in Article 9, Section 2.



**Section 6. Emergency Closings:**

- (A) Anixter Center does not close. Where severe weather creates hazardous conditions for commuters, or in the event of some other emergency, Anixter Center may, in its discretion, declare a Calamity Day, which may affect all of Anixter Center's operations covered by this Agreement or may be limited to only designated programs or facilities. Employees covered by a declared Calamity Day may elect to use a vacation day or paid sick day instead of reporting to work. If the employee has no accrued, unused paid sick or vacation days available, the employee may elect to take an unpaid leave day. Unless directed not to report to work, employees covered by a declared Calamity Day who nevertheless report to work will be compensated at time and one-half (1.5x) their normal rate of pay. Notwithstanding the foregoing, Anixter Center reserves the right to call in employees necessary to maintain minimal staffing levels. Such employees will receive the time and a half premium pay described above.

**Section 7. On the Job Injuries/Workers' Compensation:** The following provision is intended as a benefit for employees over and above those benefits extended by the Illinois Workers' Compensation Act. This provision in no way limits an employee's rights under that Act. Any employee who is injured on the job as a result of physical aggression by, or physical contact, with a client of Anixter Center, shall not be required to use sick leave for the initial 3 day period not covered by Workers' Compensation following an injury. Instead, in these circumstances, Anixter will pay the employee for the initial three days not covered by Workers' Compensation at the same 60% level of the employee's straight time wages. The event or events giving rise to the injury must be documented by witnesses or by a written incident report to be signed by the injured staff member. The Agency reserves the right to make the final determination regarding whether the injuries to the staff member resulted from the conditions outlined above. If time away from work is needed, the need for such time off must be verified, in writing by a physician. Anixter Center reserves the right to request a second opinion from a physician of its choosing. Such a physician's statement may be submitted up to one week following the staff member's injury. It is understood that this

provision only provides for payment for a staff member from the time of the injury until the time that Workers' Compensation would normally take effect. It is expressly understood that nothing in this Agreement is intended to provide employees with greater benefits than those provided for under the Workers' Compensation Act after the initial three day period. The payment that the Agency shall make to an employee shall consist of what the employee's daily rate of pay is, as determined by multiplying the employee's regular hourly rate of pay by eight (8) hours. It is agreed that all other on the job injuries shall be treated as called for in the Illinois Workers' Compensation Act. It is understood that in these other types of on the job injuries, an employee is responsible for the first three days of absence and must use paid sick leave, if the employee has sufficient time accrued. If the employee does not have paid sick leave accrued, the first three days would be without pay. If the employee is out of work more than fourteen (14) days, worker's comp will go back and pick up the first three days. After the three day period, the payment provisions as called for in the Workers' Compensation Act would begin to apply. While the employee may be entitled to benefits under Workers' Compensation, there will be no pay forthcoming from Anixter Center other than that outlined in this section of the Agency Union Collective Bargaining Agreement. The Agency will, however, place such an employee in a special category for the first three months of their unpaid absence from work due to a documented work related incident as previously referenced. This special status will allow the employee to continue to receive and accrue benefits for up to three months while on unpaid status. Time off will accrue at the regular rate. Union seniority will continue to accrue and an employee's raise date will not change. Life, health and dental insurance will continue to be available to the employee at the same cost as if the employee were on active paid status. The employee's normal share of the health and dental insurance premiums must be submitted to Anixter Center's accounting department by the 15<sup>th</sup> day of each month that the employee is in this special status. Employees not submitting payments by the 30<sup>th</sup> day of the month shall have the insurance coverage terminated.

Anixter Center may request documentation from time to time regarding the employee's continued inability to work. If said documentation is not submitted within 14 days of written request by the

Agency, the Agency will have the right upon notification to remove the employee from this special. At the end of the aforementioned three months period, if the employee is still unable to return to work, the employee will be treated as other employees who have been on an unpaid leave of absence for longer than three months. At that time, the employee's employment status would be outlined and determined by Article 13, Section 12, "Returning From Extended Leave" as contained in the Agency/Union Collective Bargaining Agreement. An employee's rights to health and dental insurance at this time would only be as insurance is available under the COBRA health insurance continuation provisions with no monetary contributions from Anixter Center towards the cost of health or dental insurance. In all of the above situations, if the Illinois Workers' Compensation Act considers a particular on the job injury as not work related, the Agency assumes no responsibility for any payment whatsoever for lost time.

**Section 8. Abuse/Neglect Investigations:** The Agency shall, as it deems appropriate, investigate allegations of client abuse. Union members being investigated shall be entitled, **upon request**, to regular Union representation **during an investigative interview that may lead to discipline**. Union employees who are the subject of, or are participating in an Agency investigation, **and** who wish to have Union representation **under the circumstances described immediately above**, may use any active Union steward **who is at work and** available for the investigative interview.

**Section 9. Tuberculosis Testing:** The Agency and the Union recognize the dangers of tuberculosis and the risk that some Anixter Center staff members assume in performing their jobs. To that end, the parties agree that the "Policy on Tuberculosis" which calls for mandatory TB testing for certain Anixter Center staff is of benefit to the staff and clients. The parties further agree to all of the terms, conditions, requirements and benefits called for by that policy. If any disputes arise from the implementation of this policy, the parties agree to work cooperatively to find mutually agreeable solutions.

## ARTICLE 8

### DISCIPLINE AND EVALUATION

**Section 1. Just Cause:** Employees shall not be disciplined or terminated without just cause. Just cause shall be construed as including but not limited to violation of any part of this Agreement by the employee and/or his/her job description as set forth in Anixter Center's published job descriptions.

**Section 2. Probationary Period:** An employee will be on probation for the first four (4) months of employment. Probationary employees, during the probationary period, may be terminated by Anixter Center in its sole discretion.

**Section 3. Evaluation:** Each employee in the bargaining unit will be evaluated eight (8) weeks after commencing employment and again no later than one (1) week prior to the end of said employee's probationary period. Evaluations thereafter will be done annually. Each evaluation will be discussed with the employee and signed by the employee with or without protest at the time of discussion. The employee shall have his/her written observations entered as part of the evaluation. Evaluations shall be factual and objective. Employees who have been supervised by their supervisor for a period of less than six months shall have prominently noted on the front of their annual evaluation the length of time that they have been supervised by the supervisor doing the evaluation. Additionally, any available evaluation input from their former supervisor may be incorporated into the evaluation and so noted. The establishment of Performance Goals for employees and the regular review of those goals shall be an option available to each supervisor doing Performance Evaluations.

**Section 4. Accountability:** Employees shall not be disciplined or written up by other than their immediate supervisor. However, employees are responsible for following directions of any supervisor within the Agency. In the case of conflicting directions, the last order received is the one to be followed. No employee shall be reprimanded for adhering to this section of the Agreement.

**Section 5. General Discipline:** Any action by an employee which presents immediate danger to clients, abuse of clients, or professional neglect\*, can be cause for immediate suspension and/or termination. Insubordination by an employee toward his/her supervisor, or where an employee fails to comply with

training requirements, falsifies documentation, including but not limited to time keeping, client files, new-hire or transfer applications, or where an employee commits theft, threatens violence or commits an act of violence, purposely causes significant property damage, engages in egregious harassment or discrimination, or uses drugs or alcohol while working can also be cause for immediate suspension and/or termination following a reasonable investigation by the Agency under the circumstances.

(a) Other non-attendance offenses or infractions of the same rules, policies or type that do not result in an immediate suspension and/or termination shall be dealt with through progressive discipline as follows:

1. Documented Conversation (memo, email, etc.) Verbal Warning (Documented on a Corrective Action form). Written Warning (Documented on a Corrective Action form). Suspension & Final Warning (Documented on a Corrective Action form). Termination (Documented on a Corrective Action form). All documented discipline shall be dated as of the date it is presented to the employee. All written warnings in the employee's file must be presented to the employee for signature to acknowledge receipt, with or without protest, at the time of discussion. Each written warning shall contain the following language under the space for the employee's signature prior to presentation to the employee: *My signing of this written warning indicates that I have received a copy of the warning on this date. It does not indicate my agreement or disagreement with the content of the warning. Any employee receiving three (3) written warnings, or two (2) written warning and a suspension, or two (2) suspensions, for any combination of non-attendance disciplinary offenses within one (1) year from the date of the first warning or suspension may be terminated. Except in cases of abuse, harassment or discrimination investigation, any and all written warnings must be given to the accused employee within ten (10) calendar days of the date that Agency management has knowledge of the event, or the discipline will not be deemed valid and will be removed from the employee's record, nor will it be considered a step in the*

disciplinary process. In the case of an unapproved absence without sufficient accrued paid time off, the time limit for discipline shall be ten (10) calendar days following the close of the payroll period for the day(s) at issue. Any days of absence from work by the disciplined employee from the date that Agency management has knowledge of the event, will not be counted toward the 10 day limit. The date that Agency management has knowledge of the event shall be defined as being limited to 45 day after the occurrence of the event, except in cases of billing issues by staff which shall have a limit of 90 days after the occurrence of the event.

**Section 6. Attendance Discipline.** Attendance violations shall be on a separate disciplinary track from General Discipline.

- (a) A no call, no show violation may be grounds for termination, which in the discretion of management may be reduced to a suspension for extraordinary circumstances.
- (b) The following shall constitute examples of attendance violations that are subject to progressive discipline:
  1. Tardiness or early leaves of more than 15 minutes. No attendance grace periods are recognized via this contract *unless with prior supervisor approval.*
  2. Tardiness or early leaves less than 15 minutes on three (3) instances within a single pay period. No attendance grace periods are recognized via this contract *unless with prior supervisor approval.*
  3. Absence without sufficient accrued paid time off to cover the absence.
  4. Failure to notify their supervisor or manager on call in advance of being absent in accordance with department rules or practice.
  5. An established pattern of unscheduled absences, including but not limited to an unscheduled absence before a Holiday, an unscheduled absence on the same day of the week or month, or an unscheduled absence each time the employee is assigned to a specific task, location, client or work team.

(c) Progressive discipline for Attendance Violations of the type listed in 6(b), above, shall be as follows:

1. Documented Conversation (memo, email, etc.).
2. Verbal Warning (documented on a Corrective Action form).
3. Written Warning (documented on a Corrective Action form).
4. Suspension and Final Warning (documented on a Corrective Action form).
5. Termination.

(d) In administering progressive disciplinary steps for attendance, an employee who goes three months without another attendance violation will not progress on the employee's next attendance violation after the three month period. For example, an employee who is issued a Written Warning for attendance but whose next attendance violation is more than three months from the date of the Written Warning would receive another Written Warning and not progress to a Suspension and Final Warning. The same is true for any progressive disciplinary step with respect to attendance violations.

**Section 7. Purging of Discipline.** All General and Attendance Discipline, including suspensions issued outside of normal progressive discipline, will be purged from the employee's file and not be relied upon as a basis for further progressive discipline one (1) year from the date of their issuance.

**Section 8. Attendance.** Discipline should be issued to the employee within ten (10) calendar days following the closing of the payroll period for the day(s) at issue. Any days of absence from work by the disciplined employee from the date that Agency management has knowledge of the event, will not be counted toward the 10 day limit.

**Section 9. Notification of Discipline to the Union and Grieving Discipline.** The Union shall be given a copy of all written warnings weekly, with the delivery of such notice starting time period for the Union to timely file a grievance challenging the same. The Union shall be given a copy of any letter of suspension or termination issued to any bargaining unit employee.

\*Professional neglect is the failure of an employee to act in a reasonable, prudent, and careful manner so as to avoid exposing clients to unreasonable risk of injury.

## ARTICLE 9

### **GRIEVANCE PROCEDURE**

**Section 1. Definition:** A grievance is any problem, dispute or difference of opinion between the Union on behalf of any one or several employees covered by this Agreement and Anixter Center, concerning the Agreement's interpretation and application to the problem or dispute. Any such grievance must be presented to Anixter Center within thirty (30) calendar days after the employee has knowledge of the event giving rise to the grievance. Any grievance not presented within such thirty (30) calendar day period shall be barred. In the event that the Union notifies Anixter Center that it desires a grievance to be heard at Step 1, 2 or 3, Anixter Center shall schedule a time for the grievance to be heard within 30 calendar days of said notice. Should the Union not process said grievance at the scheduled time and not act to reschedule the grievance within thirty (30) calendar days thereafter, the grievance will be deemed dropped. Any grievance regarding an employee's salary (as referenced in Article 16, Section 1 of this Agreement) shall be filed in writing at Step 2 within sixty (60) calendar days from the effective day of such salary, or will be forever barred.

### **Section 2. Procedure:**

**Step 1:** Employees must attempt to settle potential grievances through discussions with their immediate supervisor. If such discussion does not resolve the situation to the employee's satisfaction, the employee can file a Step 1 grievance with his/her supervisor's immediate supervisor. If the grievance is in reference to a written warning or discipline from the employee's supervisor, the grievance shall proceed directly to Step 1 with the supervisor's immediate supervisor. If the employee's supervisor reports directly to a Vice President, the Step 1 grievance should be filed with the employee's immediate supervisor. In the Residential Program, Step 1 Grievances will proceed with Director of Residential Throughout the grievance procedure, grievants and Union steward must receive prior approval from their immediate supervisor prior to participating in any grievance meetings. The President or his designee will schedule



all grievance meetings and inform the parties of same after receiving appropriate requests for such meetings from the employee or Union steward. The grievant will discuss the grievance with the above referenced supervisor and at such discussion, also present the grievance in writing. A Union steward may be present at this meeting at the grievant's option. The supervisor will respond in writing within seven (7) calendar days after such conference. Grievances regarding initial salary determination, rate of pay, and reimbursements for travel tuition, training and conferences, may, at the grievant's option, be initiated at Step 2 of the Grievance Procedure. Such grievances must be filed with the employee's supervisor who will immediately forward the grievance to the Step 2 Level as outlined below.

**Step 2:** If the grievance is not resolved at Step 1, the grievant or the Union steward, at the grievant's option, shall submit the written grievance to the Director of Human Resources or his designee and if he is not available, then to the Vice President of Programs within seven (7) calendar days of date of answer by the supervisor at Step 1. The Director of Human Resources shall confer with the grievant and the Union steward at the option of the grievant and submit his answer in writing on the grievance to the grievant and the Union steward (if a steward is involved in the grievance) within seven (7) calendar days after such conference.

**Step 3:** If the grievant is dissatisfied with Anixter Center's response at Step 2, the grievance shall then be submitted to the President within seven (7) calendar days of receipt of the response. The President, or her/his designated representative, shall arrange for a meeting with the grievant and, at the grievant's option, his/her steward and/or Union representatives. The President (or designated representative) shall notify the grievant and the Union office of such meeting no later than seven (7) calendar days after receipt of the written grievance by him. Following such meeting, the President (or designated representative) shall respond in writing to the grievant and the Union office within seven (7) calendar days.

**Step 4:** If the grievant is dissatisfied with the President's response, the Union shall have fourteen (14) calendar days to refer the matter to arbitration. If the Union does not indicate its desire to arbitrate the matter in the allotted time, the grievance will be considered as settled on the basis of Anixter Center's last answer. Each grievance must be separately arbitrated. In the event the Union notifies Anixter Center of

its desire to arbitrate a grievance within the time allotted, the parties may mutually agree on a third party to act as impartial arbitrator within thirty (30) calendar days of notification of Anixter Center by the Union of its intent. If no agreement can be reached voluntarily as to whom the arbitrator shall be, the Union shall, within twenty (20) calendar days following the above thirty (30) day period, request a list of five (5) prospective arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Each party shall alternately strike names from such a list and the remaining name shall be the arbitrator. The arbitrator shall be selected within fourteen (14) calendar days of receipt by the Union of the American Arbitration Association list, or the Federal Mediation and Conciliation Service list. Unless otherwise mutually agreed, grievances appealed to arbitration must be arbitrated within 365 days of the date the grievance was first presented to management, provided, however, that no party may be required to submit to arbitration on less than thirty (30) days' notice. Grievances that are not timely arbitrated will be deemed to have been settled on the basis of Anixter Center's last answer. The arbitration shall be conducted in accordance with the rules of labor arbitration procedures of the American Arbitration Association or the Federal Mediation and Conciliation Service. Each party shall pay the cost of its own preparation. The fees and expenses of the arbitration shall be paid by the party which does not prevail in the arbitration. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not modify, amend or add to the terms of this Agreement.

## ARTICLE 10

### SENIORITY

#### **Section 1. Seniority:**

(a) **Agency Seniority:** Agency Seniority is the length of an employee's continuous service with the Agency. After completion of an employee's probationary period, Agency seniority shall accrue from date of hire. Part-time employees of the Agency shall accrue seniority on a pro-rated basis on a percentage of full-time equivalence (percent FTE). Employees shall not accrue Agency seniority on any unpaid leave as defined in Article 13 of this Agreement.

**Section 2. Layoff:** Layoffs and recall will be by job within a program; that is, if a program is to be reduced or eliminated, then employees in the affected program will be laid off or recalled on the basis of Agency Seniority. Those with the lowest Agency Seniority in any of the affected jobs will be the first to be laid off, with recall starting with those having the greatest Agency Seniority. From time to time the Agency may implement plans to reduce the number of bargaining unit positions in certain programs while at the same time adding positions to certain other programs. Additionally, at these times, there may be other vacancies for which no qualified person has applied during the posting period. When this situation occurs, persons whose jobs are affected by the aforesaid reduction shall have priority in the filling of the added or vacant positions, where those positions are substantially the same in pay, qualifications and working hours. Additionally, such positions that become vacant will not be posted until the positions have been offered to the affected persons. The Agency shall offer, in writing, the added or vacant positions to the affected individuals who are qualified for the position on the basis of Agency Seniority. An employee offered such a position shall have three (3) days in which to indicate their acceptance or rejection of the position. Any individual rejecting said offer will be free to bid on any other vacant position, but will not be entitled to exercise bumping rights pursuant to this section or to receive severance pay as per Article 14. After the position held prior to the reduction is eliminated, individuals rejecting an offer as above, shall be considered to be in the same category as individuals who have taken in excess of three months of leave without pay and shall be entitled to bid on future vacancies on the basis

of Agency Seniority. Any vacancies remaining after all affected individuals have accepted or rejected offers as above shall be immediately posted or reposted. Any person accepting an offer as above shall not have any previously earned increments removed.

(a) In the event there are no such added or vacant job openings available for which an affected individual is qualified, then, before being laid off, the individual in the affected job shall be allowed to exercise bumping rights within the same program and consistent with his or her seniority with the Agency. Specifically:

(i) Should a Master's degree level job be eliminated, the individual in the affected job shall be allowed within the program to take the job of the Master's degree level job holder with the least Agency Seniority. Should a Master's degree level job holder's job be taken, as above, or should the job of the Master's degree holder with the least Agency Seniority be eliminated, that individual shall be allowed to take the job of the least senior non-Master's level job holder within the Agency program, unless such employee has greater Agency Seniority than the individual whose job was taken or eliminated.

(ii) Should any other employee's job be eliminated, that individual shall be allowed to take the job of the non-Master's level jobholder in the program with the least Agency Seniority

(iii) Should the least senior job holder's job be eliminated or taken, that individual may take the job of the least senior job holder in any job classification in the program for which the least senior direct service job holder is qualified, unless the job holder has greater Agency Seniority than the individual whose job was eliminated.

(iv) Should a non-direct service employee's job be eliminated, that individual shall be allowed to take the job of the individual in the same job classification in the program with the least Agency Seniority.

(v) If in a job classification the least senior non-direct service employee's job is taken or eliminated, that individual may take the job of any individual in the program who has less seniority if such non-direct service employee is qualified for such job.

(vi) Should a part-time employee be laid off, that person shall have the option of taking the job of the least senior part-time employee in the program who holds a job for which they are qualified as above, or may take the job of the least senior full-time employee as above. Part-time Advocates who are laid off may also take the job of the least senior part-time Advocate. If a part-time employee assumes the job of another employee (full or part-time), that employee must work the same full-time equivalence as the employee whose job was taken -- full or part-time.

(vii) Should a full-time employee's job be reduced to part-time status, that employee shall have the option of: 1) retaining the reduced job, 2) taking over the job of the least senior part-time employee in the same job classification and program whose percent FTE is the same as the amount of the full-time employee's job reduction percentage (in addition to retaining the reduced job), or 3) taking the job of the least senior full-time employee as outlined above. If the employee retains the reduced job, their pay shall be reduced accordingly and they shall receive no severance pay.

(b) No employee shall take the job of another employee with more seniority.

(c) No employee shall take a job for which they are not qualified.

(d) An employee, who takes another job under the provisions of this Article, shall be compensated at the rate applicable for the new position with the employee's then current seniority (experience cap). That employee shall be required to take the first available position that has the same rate of pay and qualifications as the position the employee was forced to vacate. Said employee shall receive preference over all other applicants (internal or external) regardless of seniority for the above referenced positions.

**Section 3. Recall:** If a job is permanently eliminated, the laid-off employee shall be recalled consistent with his or her Agency Seniority **and qualifications** for the first comparable available job opening. The employee shall inform Anixter Center of his/her interest in non-comparable jobs so he/she may be recalled to them if qualified. **If the employee rejects such an offer of recall, the employee will be removed from the layoff recall list and his or her seniority/employment with the Anixter Center shall be terminated.** Laid off employees will retain Agency Seniority for one year. Agency Seniority

shall be the determining factor when qualified laid off employees apply for the same job as employees returning from leave.

**Section 4. Selection:** In the selection of employees for promotions, the filling of temporary and permanent openings, transfers, layoff and recalls, Agency Seniority shall be the determining factor when qualifications and ability to perform are substantially equal among applicants.

**Section 5. Seniority Termination:** An employee's Agency Seniority shall terminate for any of the following reasons:

- (a) Discharge for just cause;
- (b) Failure to report for work for three (3) consecutive days without having an acceptable excuse;
- (c) Failure to respond within seven (7) calendar days after written notice of recall has been mailed to the last known address of the employee;
- (d) Voluntary resignation or retirement;
- (e) Being on layoff without recall for one year, refusing a comparable recall as described in Section 3, above, or being on an unpaid leave of absence for an uninterrupted period of one year. "Comparable" shall have the same meaning as set forth in Article 14, Section 4.

**Section 6. Super Seniority:** The Union steward for each program shall be granted "super seniority" within the program that the steward is employed. In case of layoffs, the Union steward for the affected program shall be the last bargaining unit employee to be laid off. This "super seniority" shall affect no other term or condition of employment.

## **ARTICLE 11**

### **JOB DESCRIPTIONS**

Changes and modifications of job descriptions provided for above will be discussed between staff and supervisor concerned. The President must approve all changes. The Union will be notified of proposed changes and be given an opportunity for discussion prior to implementation by Anixter Center. For those

bargaining unit positions that do not have job descriptions that Anixter Center and the Union have mutually accepted (for positions in effect as of the date of this Agreement), Anixter Center and the Union agree to negotiate said job descriptions after the date of this Agreement.

## ARTICLE 12

### VACANCIES AND TRANSFERS

**Section 1. Job Postings:** A vacancy or new position shall be posted **electronically via email for** all programs as soon as Anixter Center has knowledge of a pending vacancy, but not less than five (5) working days prior to closing applications. Anixter Center may fill a job opening on a temporary basis but the job must be vacated at completion of the interviewing process in behalf of the successful applicant in the event the successful applicant is not the temporary incumbent in such job. Job postings shall include job title, program and closing date. Anixter Center shall make available to any candidate for a posted job, so requesting, the appropriate job description. Union stewards shall be provided with a copy of all job postings. Any bargaining unit position which remains vacant for more than fourteen weeks after the close of the posting period, shall be reposted as a new vacancy.

**Section 2. Response to Postings:** Priority shall be given to qualified applicants from within the Agency on the basis of Agency Seniority for all positions within the bargaining unit. However, if an applicant with lower Agency Seniority is materially better qualified for a position than the applicant with the higher seniority, the program director may hire the applicant with the lower seniority. Applications received after the closing date shall not be given the above referenced priority and Anixter is not required to consider applications received after the closing date. All applications should be completed online, however, Anixter will consider a written application that is timely received. An employee may not move into the same job he or she holds at a different site without Anixter Center's prior approval.

**Section 3. Minority Hiring:** In seeking applicants from outside the Agency, Anixter Center intends to continue making all reasonable effort to recruit qualified applicants from minority groups. Anixter Center's recruitment efforts outside the Agency shall not be subject to the parties' grievance and arbitration procedure.

**Section 4. On Acceptance of Employment:** Upon notification by Anixter Center that an applicant has been approved, the new or transferred employee shall be entitled to orientation which includes a description of his/her forthcoming training, job expectations and work rules of Anixter Center. At this orientation, the employee shall receive a copy of this Agreement. Orientation shall include an opportunity for conference with the Safety Officer. The Union shall have the right to meet with all new Anixter bargaining unit members. One Local 73 staff person and one steward may participate in a portion of new staff training for up to one hour. The Union will be notified seven (7) calendar days prior.

**Section 5. Transfer Delay:** Anixter Center shall have the right to delay the transfer of any bargaining unit member to any posted bargaining unit job for a period of up to ninety (90) calendar days from the time the posting period is over and the senior qualified applicant identified.

**Section 6. Mandatory Transfer:** Anixter Center shall have the right to transfer bargaining unit members into vacant bargaining unit positions Anixter Center desires to fill, on a temporary basis, for a period not to exceed ninety (90) calendar days. Vacant positions include those vacant due to resignations, leaves of absence, sickness, vacation or the Agency's inability to fill a position for any reason. If a position is vacant according to the above definition, Anixter Center may request a volunteer from the bargaining unit to temporarily fill the position. In the event there is more than one qualified volunteer, the most Agency senior volunteer in a like job will be assigned. If there are no qualified volunteers for the position, Anixter Center will select an individual in a like or similar job, with lowest Agency seniority, to be mandatorily transferred to the vacant position for up to ninety (90) calendar days. During such temporary transfer assignment, the transferred Employee will be paid at the higher of his/her then-current regular rate of pay and the rate of pay for the job to which the Employee is temporarily transferred.

**Section 7. Program Continuity:** In order to maintain program continuity, no new or current employee may transfer out of a position within twelve (12) months of accepting the position (except in the case of transfer to a higher paying position), without Anixter Center's expressed written approval.

**Section 8. Salary Changes at Transfer:** Employees shall have initial (starting) salary established at the time of initial hire with the Agency, based upon Article 16, Section 1 of this Agreement. When a



voluntary transfer occurs to another position within the Agency, the employee's salary will change only if there is a difference in the base salary between the position the employee currently holds and the position to which the employee is intending to transfer. The change in salary shall be the difference between the base salaries. This could mean an upward or downward change, depending upon whether the new position has a higher or lower base salary than the position the employee is currently holding. Relevant experience shall only be used to calculate salary at an employee's initial time of hire, not at time of transfer. The above points apply to full-time employees. Part-time raises will also be based upon the difference in base salaries but will be pro-rated based on a percent of full-time equivalence.

**Section 9. Part-Time Employees:** There does not exist any right for part-time employees to assume additional part-time positions, within the Agency. The Agency may refuse to allow an employee to assume an additional part-time position when, in the Agency's sole opinion, to do so would create a programmatic or schedule conflict.

**Section 10. Transfer Evaluations:** In layoff situations disciplinary history may not be used to refuse an employee the right to transfer to another position. In other situations, the Employer may refuse an employee with two (2) active written warnings who requests to transfer, but Employer may at its discretion agree to the request. If an employee transfers to a new position under the terms of this section with two or more active written warnings in his/her personnel file, that employee shall be subject to additional performance evaluations in the program to which they are transferring. Evaluations shall be performed at one month intervals in the new program, until such time as the manager of the program feels as though performance has reached an acceptable level or the warnings in the employee's file are removed pursuant to Article 8, Section 5 of this Agreement. Performance evaluation forms shall be used and goals shall be established and reviewed. Any employee transferring under the auspices of this Section shall be afforded full Union representation and grievance rights at all times.

## ARTICLE 13

### HOURS, LEAVES OF ABSENCE, PAID HOLIDAYS

#### Section 1. Hours:

A) **Work Week:** Anixter's regular workweek runs from Sunday through Saturday. Anixter operates 24-hour facilities, with employees' schedules being set by Anixter. Employees may be entitled to up to four (4) hours per week paid release time for continuing education of mutual advantage to the employee and Anixter Center at Anixter Center's sole discretion, and this must be approved in advance of engaging in this situation. Proposed course work must be work related and the class must not meet at any time except during work time in order to be considered for approval by the supervisor. Reasonable allowance for travel time will be made in considering the above referenced release time. However, if travel time is requested, approved and used, it shall not cause the total amount of released time to exceed the above referenced four hours per week.

B) There shall be two (2) work breaks of fifteen (15) minutes duration and a sixty (60) minute lunch break to be taken as determined by the supervisor of each program. Employees may be required to take a lunch period during either the first two hours or last two hours of their shift. Employees who work less than seven (7) hours shall be entitled to one thirty (30) minute break. Supervisors may exercise discretion to approve a longer break period.

C) If client needs warrant, employees may be required to work during some or all of their normal paid lunch break. In such cases, employees will be permitted a reasonable meal period of at least twenty (20) minutes during their shift at a time to be agreed to by the supervisor.

D) Staff who fail to call in to report a tardiness and then show up late for their shift will be subject to disciplinary action, and will be sent home and not paid for the shift if alternate coverage for their shift has been arranged, and the alternate worker is in route or already on site.

E) Employees are not to clock in or start work before their scheduled start time without supervisor approval. Staff who arrive for work after the scheduled starting time of their shift will clock in for their shift at the actual time they arrive, not the scheduled starting time of the shift. Staff who leave work

before the scheduled ending time of their shift will clock out for their shift at the actual time they leave, not the scheduled ending time of their shift.

(i) Employees are responsible to ensure their weekly time punches are accurate for purposes of timely processing payroll. Employees are also responsible to bring any payroll errors to the attention of their supervisor or Human Resources as soon as any such error is discovered so that it may be corrected on the following pay day. Failure to properly clock-in and clock-out and/or to timely review and certify the accuracy of their timesheet may result in normal progressive discipline.

F) Staff who report late for their shift will be paid only for the time actually worked and may be subject to attendance related discipline.

The Agency will have an accurate-time keeping system at each work site to serve as a standard for the correct time. Staff must be in their program area prepared to work at their starting time.

## **Section 2. Overtime:**

A) **Overtime is not encouraged.** Occasional extra time may be necessary because of an emergency or due to employer or client needs as required or directed by and at the sole discretion of Anixter Center. No employee shall work overtime unless expressly authorized in writing by his immediate supervisor. Overtime pay of one and one-half (1 1/2) times the employee's normal pay shall be paid for all hours worked over forty (40) in a workweek. When an employee uses paid benefit in a week and is paid for over forty (40) hours in that week, the employee shall be paid straight time for all hours over 40 up to the number of hours taken as paid benefit in that week. Hours worked over that amount shall be compensated at time and one-half.

B) Regular residential staff and employees in other programs requested to fill shifts on the Agency holidays will be compensated at:

- Two and one half times normal rate of pay for each hour worked on Agency holidays (which premium amount includes the employee's contractual holiday pay).

If an employee's normal day on falls on the holiday and the employee does not work, the employee will be paid an amount equal to their percent FTE shift, provided the employee worked his last scheduled day

immediately prior to the holiday and worked his first scheduled day immediately after the holiday. Such scheduled day immediately before or after the holiday shall not include any day the employee was approved in advance by management to be off work (and so was not scheduled to be working that day). If an employee's regular day off falls on a holiday, the employee will be paid an amount equal to their percent FTE shift, provided the employee worked his last scheduled day immediately prior to the holiday and worked his first scheduled day immediately after the holiday.

C) If any staff member is involved in an emergency overtime situation where he or she cannot contact her or his supervisor, authorization for that overtime can be given, after the fact, at the discretion of the supervisor.

(D) When requesting an employee to take on a shift in addition to their regular shift, supervisors will make every effort at the time of the request to inform the employee if accepting the shift may result in a change in their schedule for the remainder of the workweek.

### **Section 3. Vacation:**

A) Employees of Anixter Center hired before 7/1/2009 will receive (accrue) paid annual leave (vacation) as follows: 1.667 days per months (20 days per year). Employees hired after 7/1/09 will be subject to the following schedule for paid annual leave accrual. Effective upon ratification, the vacation accrual schedule shall be as follows:

- 0-2 years of employment up to 12 vacation days;
- 3rd year through 5th year up to 16 vacation days;
- 6th year through 7th year up to 18 vacation days; and

8th year and beyond up to 20 vacation days. Vacation is capped at twenty (20) days per fiscal year. There will be a twenty (20) day cap on vacation accrual, such that there is no accrual of vacation above this cap. Employees who have already accrued more than twenty (20) days (160 hours) of vacation leave prior to this Agreement will be grandfathered so as to be able to continue using their bank of up to 25 days (200 hours) of accrued vacation, but will not begin to accrue new / additional vacation leave until their total accrued vacation drops below twenty (20) days / 160 hours.

Accrued vacation may be taken any time after the successful completion of the probationary period at the mutual convenience of the employee and Anixter Center. Employees may, up to two times per fiscal year, request emergency vacation leave. Vacation may be taken in full-day (8 hours), half-day (4 hours), or hourly increments, however, employees may request emergency vacation in only full day increments. An employee cannot request emergency vacation more than two (2) times per fiscal year. Emergency vacation is not an additional category of vacation but rather refers to the fact that it is vacation that is an exception to the normal requirement for prior approval. Employees will not be allowed to take more than twenty (20) days of vacation leave per fiscal year. Annual leave can only be taken after being accrued by the employee.

B) In cases where a staff member is requested by Anixter Center to participate in an overnight field trip supervising clients of the Agency the employee shall record the time actually worked and shall also be paid an overnight sleepover fee of \$50.00 per night.

C) Vacations at each Anixter site may be requested by employees in Agency Seniority order between November 1 and November 15 for the following calendar year. During this period, employees may exercise their Agency Seniority to request vacation. Notwithstanding the above language regarding the order of vacation selection, employees who transferred into an Anixter site less than twelve (12) months before the November 1 start of the vacation selection period shall select vacation on the basis of their length of service at that specific site or program. Beginning the following year after transferring to the Anixter site such employee shall resume selecting vacation on the basis of his or her Agency Seniority. Vacation requested after November 15 for the following year will be considered and approved on a first come, first served basis. After November 15, vacation requests submitted on the same day shall be deemed to have been submitted at the same time and considered / approved in seniority order. All vacation requests for ten (10) or more consecutive scheduled days off work must be submitted sixty (60) days in advance, after which such request will be approved or not within seven (7) days.

**Section 4. Work Assignments Off Premises:**

A) Certain employees whose job duties require them to be off Agency premises while working, may be required, at Anixter Center's discretion, to carry a cell phone while on duty. This shall be viewed as a normal part of the above referenced employees' jobs and shall not be reason for any additional compensation.

**Section 5. Holidays.**

A) **Holidays:** The following paid holidays shall be in effect with pay:

- 1) New Year's Day
- 2) Martin Luther King's Birthday
- 3) President's Day
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Thanksgiving Day
- 8) Day after Thanksgiving Day
- 9) Christmas Eve
- 10) Christmas Day
- 11) New Year's Eve Day

For all non-residential employees, if a holiday falls on a Saturday, the Agency will observe it on Friday.

If a holiday falls on a Sunday, the Agency will observe it on Monday. If a two day holiday falls on Saturday and Sunday, the Agency will observe it on Friday and Monday. If a two day holiday falls on Friday and Saturday, the Agency will observe it on Thursday and Friday. If a two day holiday falls on a Sunday and Monday, the Agency will observe it on Monday and Tuesday.

For all Residential employees, the holiday will be observed on the actual day of the holiday. New Year's Day will be observed on January 1, Independence Day will be observed on July 4, Christmas Eve Day will be observed on December 24, Christmas Day will be observed on December 25, New Year's Eve

Day will be observed on December 31. When any of the above referenced five holidays (Jan. 1, July 4, Dec. 24, 25 or 31) falls on a Saturday or Sunday, non-residential relief workers who work on those days in a residential program will be paid in accordance with Article 13 Section 2 (B) above.

**B) Work on Holidays:** The Agency may require certain employees in certain positions and programs to work on Agency holidays. Determinations regarding work on Agency holidays in residential programs shall be as follows: (1) at least one employee of each residential program site will be required to be at work for each shift of an Agency holiday. Shifts shall be defined as those that are normally worked on Agency holidays at that residential program site; (2) the Agency shall, one month prior to an Agency holiday, determine the number of shifts that are necessary to be worked at each residential program site. Staff of that program site will be allowed to sign up for holiday work on a voluntary basis based upon a rotating Agency Seniority list with the most senior desiring to work the shifts being afforded the opportunity, unless the individual has been at the Anixter site for less than twelve (12) months, in which case the individual's length of service at the site shall be used for determining his or her place in the Holiday rotation for that year. The number of volunteers who will be allowed to sign up at this point will be limited to the number of employees scheduled for each shift on a normal non holiday or the number of shifts scheduled for the holiday, whichever is less; (3) if no volunteer(s) to work the shift are available, then the least senior full time person at the program site will be required to work the shift(s). Rotating seniority shall be used at all times in this procedure; (4) if more than one staff person is needed to be on duty for a shift, the Agency will, one month prior to the holiday, attempt to secure qualified substitute workers to fill in the needed shifts. If no qualified substitute workers have been identified three weeks prior to the holiday date, other staff members at the program site will be required to fill in the remaining shifts to be covered, again on a rotating seniority basis. Efforts will be made not to require part-time residential staff to work on a holiday that falls on their regular day off.

**Section 6. Sick Leave/Unpaid Leave:**

**A) Sick Leave:** Employees of Anixter Center shall accrue paid sick leave at the rate of one (1) day per month (up to 12 days per year – 96 hours). Sick leave taken but not accrued shall be deducted from

the employee's pay. Sick leave is to be used for an employee's absence due to a legitimate illness or injury of the employee or of a covered family member. A covered family member is limited to children (including step children), spouse or domestic partner, sibling, parent, parent-in-law, grandchild, grandparent, or stepparent. Employees may be required to provide appropriate medical documentation in connection with their use of paid sick leave where the employee misses three (3) or more consecutive scheduled work days. Total cumulative accrual of sick leave is capped at twenty-four (24) days (192 hours). There is no accrual of sick leave above this cap. Employees who have already accrued more than 192 hours of sick leave prior to this Agreement will be grandfathered so as to be able to continue using their banked hours and will not begin to accrue new / additional sick leave until their total accrued sick leave drops below 24 days / 192 hours.

**B) Unpaid Leave:** Employees of Anixter Center, *during their first year of employment* with Anixter Center, may take up to five (5) days of unpaid leave, when need for such leave is based upon sickness, an unanticipated significant life event, or a vacation planned and made known to Anixter Center management prior to time of hire. Unpaid leave may only be utilized if sufficient paid time off to cover the absence has not been accrued by the time of the absence. All normal request and approval processes are to be followed when requesting and utilizing this category of time off. Unused unpaid leave is lost if not used within the Employee's first year of employment.

**C) Time off before or after an Agency Holiday:** Staff may call in the use of a sick day or an emergency vacation day the day before or the day after an Agency holiday up to two times for the duration of this Collective Bargaining Agreement without forfeiting their contractual holiday pay. (total maximum of two days including sick and emergency vacation). Provided, however, that as a condition of not forfeiting contractual holiday pay, the employee so using a sick or emergency vacation day on either his or her last scheduled work day before or the first scheduled work day after a holiday must bring in sufficient medical or other documentation justifying the serious and unexpected need for the day off. Such documentation must be brought in the day the employee returns to work. Failure to do so will result in the staff member not being paid for the holiday, or the sick day or emergency vacation day.



**Section 7. Bereavement Leave:** Employees shall be granted up to five (5) days in any calendar year in case of death of immediate family members. Immediate family is defined as mother, step-mother, mother-in-law, father, step-father, father-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, children, step-children, grandparents, grandchildren or spouse of employee. Immediate family shall also be defined as any individual with whom an employee currently resides and has been residing with for more than one (1) year. Anixter Center may request verification of the above referenced status if employees wish to use such leave.

**Section 8. Extended Medical Leave:** If an employee has been on leave for their own “serious health condition” exhausts the total of twelve (12) weeks in a rolling twelve (12) month period, but still remains unable to return to work and perform the essential functions of her/his job, the employee may request an Extended Medical Leave.

In order to qualify for an Extended Medical Leave, the employee must

- exhaust all FMLA
- request leave in writing; and
- submit to Human Resources medical certification issued by the appropriate health care provider indicating the employee’s continued inability to perform the essential functions of her/his job because of a serious medical condition.

The maximum period for which an Extended Medical Leave will be approved is twelve (12) workweeks, during which time the employee should apply for and receive notification regarding the employee’s eligibility for Long Term Disability.

Extended Medical Leave does not guarantee continued job protection. If the employee returns from an Extended Medical leave or Long Term Disability, Anixter Center will make an effort to place her/him in her/his previous position if it has not already been filled or in another open position for which the person is qualified.

An Extended Medical Leave is completely unpaid. While on an approved Extended Medical Leave the employee will not be allowed to substitute sick or vacation time even if any accrued time remains

following FMLA. Further, the employee will not receive or accrue any benefits, including sick and vacation time or Holiday pay. The employee will be eligible to continue health and dental insurance under the terms of COBRA. Under COBRA, the employee is responsible for payment of the entire insurance payment including an administrative fee of up to 2%.

If, at the conclusion of an Extended Medical Leave the employee is still not able to return to a position for which he/she is qualified, his/ her employment will be terminated. Any remaining accrued but unused vacation time will be paid out and any remaining sick time will be forfeited according to the usual policies in this document.

**Section 9. Educational Leave:** Employees shall be granted educational leave without pay at the rate of one (1) continuous leave of up to twelve (12) months once an employee has been an employee of Anixter Center for five (5) continuous years. Once this leave option has been exercised, the employee is not eligible for further educational leave until an additional five (5) years of service have been completed following return from leave. Any employee taking advantage of this leave must be a registered student at an accredited university or college and must submit passing grades as proof of completion at the end of the term.

**Section 10. Military Duty:** Leave for military duty in the Reserves or National Guard for “Summer Camp” will be given. Anixter Center will pay the difference, if any, between the employee’s usual salary and the pay he/she receives from her/his military duty.

**Section 11. Jury Duty:** Leave for jury duty will be given as long as proof of attendance is demonstrated. Employees are to submit any stipend he/she receives from her/his Jury Duty to Payroll and will then receive a full day’s pay prorated to his/her percentage of full-time.

**Section 12. Returning From Extended Leave:** Employees must recognize that going on a leave of longer than 3 months, means that there may not be a job available for them at the time they wish to return from an extended leave. An employee planning to return to work at the conclusion of an Extended Medical Leave should notify Anixter Center of his/her anticipated date of return to work at least two (2) weeks prior to their planned return date. Upon notification by the employee to Anixter Center that he/she

is returning from leave, Anixter Center will make all reasonable efforts to supply him/her with her/his original job if it has not been filled or, if unavailable, a position for which the employee is qualified. If she/he does not accept the offered position, he/she will forfeit his/her seniority. Employees returning from extended leave cannot bump other employees. The employee will not accrue any seniority, benefits, or additional FMLA accruals while on unpaid leave following the exhausting of FMLA leave. An employee not planning to return to work at the conclusion of her/his Extended Medical Leave should submit his/her resignation, in writing, before the expiration of his/her leave.

**Section 13. Use of Benefits (Vacation, Emergency Vacation, Sick):**

- A) Only accrued time may be approved and taken. Absences without sufficient accrued paid time off and supervisor approval will be unpaid, unexcused absences may result in discipline. Additional abuses may result in additional disciplinary action, up to and including discharge if appropriate. Sick leave may be taken in hourly increments by providing at least 24 hours advance notice their supervisor. Vacation may be taken in half day, full day, or hourly increments. Staff are to call or report to the manager/director personally for notification regarding emergency vacation or sick leave before the start of the work day or at the time the need arises during the work day. The manager/director will designate an alternate in writing if he/she is not available. If neither manager nor alternate is available, the staff member should leave an appropriate message for the manager. Staff who fail to do so will not be paid for the shift and may be subject to disciplinary action. All residential staff shall call in to the appropriate designee. Staff must call in each day they are on sick leave. This provision may be waived by management in situations of extended illness. Scheduling of time off is based on a first come, first served basis. Requests and approvals for leaves are made in advance in writing except for emergencies or sick leave. Management will respond to all written leave requests within 7 calendar days of receipt by Management of the request.
- B) Part-time employees accrue benefits (sick and vacation leave) and Agency holidays on a pro-rated percentage of the amount given to full-time employees. This pro-rated percentage is based on the employee's percent of full-time equivalency (% FTE). For example, an employee who works 30 hours per week would be considered 75% FTE and would receive (accrue) 3/4 of the amount of sick an vacation

time that a full-time employee would receive. This same 75% FTE employee would be entitled to six (6) hours of a holiday leave for each Agency holiday. Vacation and sick leave will accrue in hours, and be used in hours (in accordance with the parameters established in this Article). For example, if a 50% employee called in sick on a day she/he was scheduled for six hours, the employee would be paid for 6 hours and 6 hours would be deducted from accrued sick leave. The minimum amount of sick leave the employee could take on that day would be three (3) hours (1/2 of the regular shift) except in case of 24 hour advance notice to the supervisor when the employee could use 2 hours.

C) Any employee who calls in sick on an Agency holiday, will be charged with the use of sick time for that day and will not receive any holiday benefit whatsoever for that day.

## ARTICLE 14

### TERMINATIONS, LAYOFFS AND SEVERANCE

**Section 1. Resignations:** Resignations shall be submitted in writing thirty (30) days in advance of the effective date if possible, but not less than fifteen (15) days prior to the effective date of any resignation. An employee's effective resignation date is the employee's last day worked. Employees who do not report to work on their resignation date will only be paid through the last day they actually worked. The Employer shall provide thirty (30) days prior notice of any intended layoff whenever possible, but not less than fifteen (15) days. "Days" in this section refers to calendar days. Both union and employee shall be given a 15 day notice of layoff.

**Section 2. Letters of Reference:** Upon separation from the Agency, an employee may request a letter from Anixter Center describing employment by Anixter Center. In the event Anixter Center receives a request for reference from an employee's prospective employer, Anixter Center's response to such request shall be a statement of the separated employee's dates of service, qualifications and final salary. More complete letters of reference shall be provided by Anixter Center only with the specific authorization in writing received from the separated employee.

**Section 3. Layoff:** In the event a layoff or reduction in force appears to be necessary, the Union shall be provided an opportunity to explore alternatives to layoff with Anixter Center prior to such layoff.

**Section 4. Severance:** Upon the layoff of an employee covered by this Agreement, the employee shall be entitled to the following:

- (a) Pay in lieu of prior notice not given by Anixter Center,
- (b) Accrued annual leave, if any.

In the event of an employee's dismissal, he/she shall be entitled to only accrued annual leave, unless an employee has not passed his/her probationary period in which event the employee would not be entitled to any annual leave.

In the event of a layoff or position elimination, Anixter Center will offer, when possible, comparable job openings to the affected employee(s) as outlined in Article 10, Sections 2, 3 and 4.

Comparable is defined as identical pay and reasonably similar qualifications as the position the employee formerly held. In the event the employee rejects an offer of a comparable job, the employee forfeits all rights to severance pay. In the event Anixter Center has no comparable positions available, severance pay in the event of a layoff shall be as follows:

|  |         |
|--|---------|
| 1 year but less than 2 years in seniority  | 5 days  |
| 2 years but less than 3 years in seniority | 12 days |
| 3 years but less than 5 years in seniority | 20 days |
| 5 years in seniority and over              | 25 days |

Severance pay will be paid out in the same manner as normal pay, over a period of time, not in a lump sum. Severance pay will cease to be paid when: (a) the applicable limit shown above is reached, or (b) when a comparable opening is offered to the employee, whichever occurs first. An employee's receipt of severance pay will not jeopardize his/her right to recall, however, an employee shall not exceed her/his allotment of severance pay as outlined above, in any 12 month period regardless of the number of times the employee may be laid off.

**ARTICLE 15**

**HEALTH BENEFITS, LIFE INSURANCE AND MAINTENANCE OF BENEFITS,**  
**DENTAL INSURANCE, TAX SHELTERED ANNUITY**

**Section 1. Health Insurance:** Anixter Center will pay the total cost of group term life insurance equal to each employee's annual salary rounded up to the next higher \$1,000, plus an additional \$10,000. Part time employees (who are at least 0.5 FTE) shall receive this insurance in an amount equal to their annual salary rounded up to the next higher \$1,000, plus an additional amount based upon their percent FTE multiplied by the \$10,000. Life insurance coverage will be updated on an annual basis to reflect salary increases. The maximum amount any employee may receive in life insurance coverage is \$50,000. The amount of insurance will be reduced by 35 percent of the amount provided at age 65; and further reduced by 25 percent of the reduced amount at age 70; further reduced by 20 percent of the reduced amount at age 75 and will terminate at separation of employment. Anixter Center employees who are eligible for the above life insurance coverage are also eligible for dependent life insurance coverage. Eligible employees with an eligible spouse and/or children shall receive \$5,000.00 in coverage on the eligible spouse and \$1,000.00 on each eligible child. Anixter Center will pay the cost of this coverage.

**Section 2. Life Insurance:** Anixter Center will pay the total cost of group term life insurance equal to each employee's annual salary rounded up to the next higher \$1,000, plus an additional \$10,000. Part time employees shall receive this insurance in an amount equal to their annual salary rounded up to the next higher \$1,000, plus an additional amount based upon their percent FTE multiplied by the \$10,000. Life insurance coverage will be updated on an annual basis to reflect salary increases. The maximum amount any employee may receive in life insurance coverage is \$50,000. The amount of insurance will be reduced by .35 percent of the amount provided at age 65; and further reduced by 25 percent of the reduced amount at age 70; further reduced by 20 percent of the reduced amount at age 75 and will terminate at retirement. Anixter Center employees who are eligible for the above life insurance coverage are also eligible for dependent life insurance coverage. Employees with an eligible spouse and/or

children shall receive \$5,000.00 in coverage on the eligible spouse and \$1,000.00 on each eligible child. Anixter Center will pay the cost of this coverage.

**Section 3. Time Lost Due to Legal Action:** Anixter Center shall not charge the employee for time lost from work due to the employee's defense against legal action taken against him as a result of his lawful job performance while in the line of duty unless such legal action is the result of gross negligence on the part of the employee. For clarification, the parties understand that the above reference to not charging an employee for such time lost refers to not charging an employee for attendance purposes for an absence to appear in court or attend a deposition, and that an employee will not be deemed to have abandoned his or her job because of such absence (provided the employee reasonably notifies his or her supervisor in advance regarding the same. This provision does not obligate Anixter to pay an employee wages for time not worked in order to attend or participate as part or in support of the employee's legal defense.

**Section 4. Dental Insurance:** Anixter Center shall contribute an amount equal to 50% of the monthly cost of the least expensive current Agency sponsored individual dental plan, toward the cost of any of the Agency sponsored individual dental plans. For those employees requiring family dental coverage, Anixter Center shall contribute an amount equal to 33% of the monthly cost of the least expensive current Agency sponsored family dental plan, toward the cost of any of the Agency sponsored family dental plans.

**Section 5. Malpractice Insurance:** Professional staff members in the job categories of Counselor, Case Manager, and Social Worker who are interested in obtaining Malpractice Insurance shall be reimbursed 25% of the cost of such coverage that they may wish to obtain. Employees in the above referenced job categories will be responsible for obtaining their own insurance coverage if they want same and will be required to provide evidence of insurance and proof of payment before the Agency would make the above referenced reimbursement. The maximum Agency reimbursement shall be \$50 per employee per year.

**Section 6. Tax Sheltered Annuity:** The Agency will select and administer a Tax Deferred Savings Plan (Section 401(k) or 403(b) Plan) for bargaining unit employees. The plan shall be written through a major carrier and provider of such plans. This plan allows for tax deferred retirement savings. Effective

October 1, 2017, the 403(b) Plan in existence during the 2014-2017 CBA was closed to future investments, and employees given the option to contribute to same 401(k) Plan or one identical to that offered to salaried management. Changes in the Tax Deferred Savings Plan that are made applicable to salaried management shall also be applied to the same extent to bargaining unit employees. There will be a committee of Management and Union people to work together on decisions on tax sheltered annuities and/or any retirement savings. The agency will not provide an employer match. Any Employer match given to management employees must also be given to all bargaining unit members choosing to participate. Employees are enrolled in the plan automatically after ninety (90) days of employment unless the employee chooses to “opt out”. Employee contributions can begin immediately upon enrollment. All contributions to the plan are fully vested starting with the first contribution and shall accrue to the benefit of the employee. All terms and conditions of the plan are outlined in detail in the plan document itself. All employees regardless of the number of hours of work each week are eligible for this savings plan. The Union agrees that it will indemnify and save Anixter Center harmless against any and all claims, demands and suits or any other form of liability that shall arise out of or by reason of action taken or not taken by Anixter Center in accordance with this section.

**Section 8. Part-Time Benefits:** Part-time employees working less than 30 hours per week (75% time) will receive the benefits outlined in this Article on a pro-rated basis based on percent of full time worked with the exception of health and dental insurance.

**Section 9. Health/Dependent Care Flexible Spending Account:** Employees shall, upon completion of their first thirty (30) days of employment be eligible to participate in a Health Care and/or Dependent Care Flexible Spending Account program. This will allow employees in certain situations to pay for healthcare and child/dependent care with pre-tax dollars. Specific rules and requirements of participation in the plan are contained within the plan document.

**Section 10. Long Term Disability Insurance:** All full time bargaining unit employees will be provided long term disability insurance from an outside insurance carrier. Employee coverage will be as governed



by the terms and conditions of that insurance carrier. Anixter Center will pay premiums for the long-term disability insurance policy.

**Section 11. Employee Assistance Plan:** All bargaining unit employees will be provided an EAP (Employee Assistance Plan) from an outside provider of such services. Employee coverage will be as governed by the terms and conditions of that provider. Anixter Center will pay premiums for the EAP.

## ARTICLE 16

### WAGES

For the term of this Agreement, the parties agree to the following with respect to wages:

**Section 1. Initial Wage Rates:** Initial wage rates for new bargaining unit employees may be established by Anixter Center in its discretion, subject to the requirements set forth below:

- (A) Anixter Center will provide the Union, on a weekly basis, with a list of the initial wage rates established for bargaining unit employees hired during the prior week.
- (B) In no event shall any newly hired bargaining unit employee's initial wage rate be (i) less than the minimum wage required under applicable law, or (ii) more than the minimum wage rate earned by any current bargaining unit employee in the same job classification, except where necessary to comply with applicable grant and funder requirements.

**Section 2. Wage Increases Required by Applicable Law:** Anixter Center agrees to provide bargaining unit employees with any and all applicable wage rate increases required by any and all applicable federal, state, county and/or city law. All of the wage rate increases provided under this paragraph shall be paid out in accordance with applicable law.

**Section 3. General Wage Increases.** Upon ratification of the 2021 – 2024 CBA, which occurred on October 7, 2021, Anixter Center agrees to provide the wage increases set forth in the Wage Table (Appendix A) effective on the first day of the next pay period following ratification. Thereafter, effective July 1, 2022, and July 1, 2023, Anixter shall implement a 2.5% increase as set forth in Appendix A. Notwithstanding the above, if the state reimbursement rate for DSPs is approved for an increase during the term of this Agreement, then Anixter will increase the wage rates of DSPs to be at least equal to the

state reimbursement rate, provided, however, that if such increase results in a higher wage rate than the DSP would otherwise have received under this Agreement then the DSP shall not be entitled to any further or additional pay increase under this Agreement.

**Section 4. Sign Language/Spanish Proficiency Pay Increment:** Direct service staff in the employ of Anixter Center who are fluent in either Spanish and/ or sign language and can meet the proficiency test, may be credited with 4% over base salary for each proficiency. Anixter Center will pay the additional 4% for no more than three direct service positions filled by persons fluent in Spanish, and three direct service positions filled by persons fluent in sign language in each program as listed in Article 4, Section 1(b) of this Agreement. All CILA direct service employees shall be eligible for the increment. Also, any employee who is required, by their job description, to have the above skills, shall receive the increment upon demonstrating continued proficiency. Qualified staff and applicants will be credited with 4% over base salary for each proficiency. Certification of Spanish proficiency shall occur through the use of examiners provided by Anixter Center. Staff will be considered qualified upon demonstration of conversational ability to the examiner in Spanish. Testing for Sign Language Proficiency utilizes the Sign Communication Proficiency Interview (SCPI). In order to be eligible for the 4 percent increment, an employee must score in the “intermediate” range of this industry standard test. Employees who score at the “advanced plus” level will receive a 5 percent increment. Salary increases will be effective for qualified staff from the date of their passing the proficiency test. Qualified staff will be required, as part of their job, to provide interpretive services to clients. It is clearly understood that any staff member obtaining increased pay for proficiency in Spanish or sign language will be expected to provide as needs dictate, services throughout the Agency for reasonable amounts of time without the payment of any additional transfer fees or other monies other than the above referenced increment.

Where appropriate, the Agency will provide certified sign language interpreters to interpret for hearing impaired staff and clients. The Vice President of Program Services shall determine when such hiring shall be appropriate.

Staff members presently employed by Anixter Center will have preference in taking these positions, as they become available, if these staff members are qualified. If there are no qualified applicants from within the Agency, Anixter Center may give preference to qualified outside applicants up to 30 days past the vacancy posting date. If the position remains vacant past 30 days, Anixter Center will fill the position in the manner specified in Article 12 of this Agreement. All staff who receive the increment must be retested and meet proficiency standards annually, in order to retain their additional compensation. If an employee receiving the increment transfers to another program within the Agency, and that program already has its allocation of individuals being compensated for the skill, he/she will not retain the increment unless the new position's job description calls for that skill. A letter confirming certification, additional pay and additional responsibility will be sent to each successful applicant with a copy to file.

## **ARTICLE 17**

### **JOINT COMMITTEE**

**Section 1. Composition:** A Joint Committee is established by this Agreement. The Joint Committee shall be composed of one (1) employee included within the bargaining unit from each program as set forth in Section 1(b) of Article 4 and an equal number of representatives of Anixter Center. The method of selection of the employee-representatives of the Joint Committee shall be determined by the employees within the bargaining unit at each program in such manner as they choose. Anixter Center shall determine its representation on the Joint Committee.

**Section 2. Purpose:** The purpose of the Joint Committee shall be the improvement of communication and mutual understanding between the employees and Anixter Center. It shall not deal with hours, wages or other terms and conditions of employment covered in this Agreement. The Joint Committee shall be of an advisory nature and its recommendations shall be given due weight by the President or his designee. Such recommendations, however, shall not be construed to effect any change or amendment of any provision of this Agreement unless mutually agreed to by the Union and Anixter Center.

**Section 3. Meetings:** The Joint Committee shall meet monthly during working time. Minutes of the Joint Committee shall be kept in a permanent record. One agenda item per meeting will be discussed. The agenda will be formulated by management one month and bargaining unit the next month. If the party who is responsible for formulating the agenda chooses not to present an issue for discussion, no meeting will be held that month, and the other party will formulate the next month's agenda.

## **ARTICLE 18**

### **DUE PROCESS**

All provisions of this Agreement shall apply to all employees from the date of execution of this Agreement for its stated terms except that the Grievance Procedure, Article 9, shall not be applicable in cases of termination of employees by Anixter Center, in Anixter Center's sole discretion, prior to completion of their probationary period.

## **ARTICLE 19**

### **NO STRIKE NO LOCKOUT CLAUSE**

**Section 1. Duration:** This Agreement shall be effective from ratification, which occurred on October 7, 2021, and shall terminate on June 30, 2024. This Agreement shall be automatically renewed thereafter on July 1<sup>st</sup>, 2024 and each succeeding year subject to the right of either party hereto to notify the other in writing ninety (90) days prior to the termination date of any contract year of the amendments, changes or revisions, if any, requested to be included within the Agreement effective for the succeeding year. In the event either party notifies the other as provided for in the preceding sentence, the parties shall meet for the purpose of collectively bargaining the matters contained in such notification no less than forty-five (45) days prior to the termination date of this Agreement.

**Section 2. No Strike No Lockout:** Anixter Center agrees that there shall be no lockout at any time during the terms of this Agreement. The no strike clause will be waived solely for the purposes of wage reopener in years two and three. The Union agrees that during the term of this Agreement, it shall not resort to any strike, cessation or stoppage of work, sit-down, slow-down, demonstration or picketing.

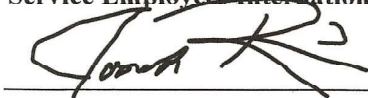
## **ARTICLE 20**

### **COMPLETE AGREEMENT CLAUSE**

The Agreement, including the Anixter wage table (Appendix A) and program list (Appendix B), all ratified on October 7, 2021, supersedes and cancels any and all previous Agreements and practices between Anixter Center and the Union or between Anixter Center and its employees included within the bargaining unit covered by this Agreement unless expressly stated to the contrary herein, and constitutes the entire Agreement between Anixter Center and the Union and concludes collective bargaining for its term, except as provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7 day of October, 2021 in Chicago, Illinois.

**For Local 73  
Service Employees International Union:**



Tim Ball  
Tim Ball (Dec 3, 2021 16:33 CST)

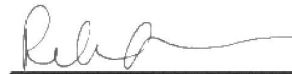
Michael Skinner  
Michael Skinner (Dec 2, 2021 08:28 PST)

Dorothy Hall  
Dorothy Hall (Dec 14, 2021 11:42 CST)

Charles Moore  
Charles Moore (Dec 10, 2021 13:28 CST)

Martin Méto  
Martin Méto (Dec 1, 2021 06:59 CST)

**For Anixter Center:**



Amy Bowers

Necole Mills  
Necole Mills (Dec 1, 2021 16:59 CST)

# APPENDIX A

## Anixter Wage Table

| <b>Job Titles Included</b>               | <b>Minimum Starting Pay rate</b> |
|--|----------------------------------|
| DSP                                      | \$ 15.00                         |
| DSP - 1:1                                | \$ 15.00                         |
| DSP - ICILA                              | \$ 15.00                         |
| MH Res – Overnight (including NS)        | \$ 16.00                         |
| Mental Health Specialist 1 - Residential | \$ 16.00                         |
| Mental Health Specialist - Recovery Hub  | \$ 17.00                         |
| Domestic Violence Advocate               | \$ 17.00                         |
| Victim Assistance Counselor              | \$ 17.00                         |
| Mental Health Specialist 2 - Residential | \$ 17.00                         |
| Mental Health Specialist - Northshore    | \$ 18.00                         |
| Building and Maintenance Tech III        | \$ 18.00                         |
| Mental Health Counselor CMH              | \$ 21.00                         |
| Mental Health Counselor                  | \$ 21.00                         |
| Substance Use Disorder Counselor         | \$ 21.00                         |