

AGREEMENT

Between

GRAND PRAIRIE SERVICES

and

LOCAL 73

SEIU

Stronger Together

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73 CTW, CLC

Effective from:

July 1, 2020 through June 30, 2023

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PREAMBLE

This Agreement entered into the 1st day of July, 2020, between GRAND PRAIRIE SERVICES, an Illinois not-for-profit corporation, and its successors and assigns, hereinafter referred to as the "Corporation," and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73, for and on behalf of the employees of the Corporation as hereinafter set forth in the paragraph entitled "Recognition" and which shall hereinafter be referred to as the "Union."

WITNESSETH

That whereas, it is the intent and purposes of the parties hereto that this Agreement shall improve and promote the professional and economic relationship between the Corporation and its employees and to set forth the basic Agreement covering compensation, hours and conditions of employment to be observed by the parties hereto;

Now, therefore, it is mutually agreed by and between the parties as follows:

ARTICLE I
RECOGNITION

The Union, having been certified by the National Labor Relations Board as the bargaining agent for certain employees of the Corporation, is hereby recognized by the Corporation as the exclusive bargaining representative for the employees in such bargaining units, which consists of all social workers, psychologists, care managers, counselors, therapists, nurses, clerical employees, CILA monitors, drivers, support staff, records librarians, mental health professionals, habilitation trainers, rehabilitation services associates, aides, QMHP's, access specialists, couriers, and prosumers whose assignment regularly exceeds twenty two and one-half (22.5) hours per week.

ARTICLE II
UNION SECURITY

It shall be a condition of employment that all employees covered by this Agreement within thirty (30) days of the effective date of this Agreement shall become and remain members of the Union or shall tender to the Union the periodic dues that are the obligations of members consistent with the law. It shall also be a condition of employment that all employees hired after the effective date of this Agreement whose assignment regularly exceeds twenty-two and one-half (22.5) hours per week shall become and remain members of the Union within thirty (30) days of their employment or shall tender to the Union the periodic dues that are the obligations of members consistent with the law.

ARTICLE III
CHECK-OFF

The Corporation shall, when authorized by the employees to do so, in accordance with applicable laws, deduct from said employees' wages such monthly dues as are duly authorized by the Union and transmit same to the Union. The Corporation shall provide a voluntary payroll deduction to the Union's Committee on Political Action (COPE) upon receipt of written

authorization. The Union shall indemnify and save the Corporation harmless against any and all claims, demands, and other forms of liability that shall arise out of or by reason of any action taken or not taken by the Corporation under Articles II and III pursuant to a request or requirement by the Union.

ARTICLE IV **NO STRIKE-NO LOCKOUT**

The Corporation agrees that there shall be no lockout at any time during the term of this Agreement the Union agrees that during the term of this Agreement it and any and all employees covered by this Agreement shall not resort to any strike, slowdown, cessation or stoppage of work. In the event of an unauthorized strike, slowdown, cessation or stoppage of work, appropriate action may be taken to discipline or discharge employees participating in such.

ARTICLE V **MANAGEMENT RIGHTS**

The management of the Corporation and the direction of the working forces covered herein, including the right to hire, suspend, discharge for just cause, promote, transfer, demote, and layoff because of lack of work or for other proper reasons, determine and re-determine the programs or services offered including adding or deleting programs or services with prior discussions of the effects with the Union, are vested in the management representatives of the Corporation, and all other management rights except to the extent specifically limited by the terms of this Agreement, are vested exclusively in and reserved to the management representatives of the Corporation. Opportunities for expression of staff viewpoints on matters of Corporation policy or procedure shall exist at all times and may be routed directly to the Office of the President or through the chain of command. None of these rights shall be exercised in an arbitrary and capricious manner.

The Corporation's Policy and Procedure Manual will be maintained electronically on the Corporation's Intranet website, and any changes to the Manual will be made electronically, with paper copies of such changes being provided to Union Stewards if requested. Employees and the Union will be notified via email of any changes to the Manual. Failure to comply with the terms of the manual will be cause for disciplinary action in accordance with the collective bargaining agreement. No employee will be disciplined for failure to comply with a change to the Manual for the first 30 days after the change has been made.

Employees shall not conduct a private practice in the Corporation's service area during their employment with the Corporation. Furthermore, for one year following termination of employment, an employee shall not solicit or render professional services to clients within the Corporation's service area without written authorization by the President.

Staff members seeking an exception to the policy will submit a request to the appropriate Associate Clinical Director for consideration by the office of the President.

Employees are prohibited from directing clients or prospective clients of the Corporation to an unaffiliated private practice in which the Corporation's personnel are engaged or in which the employee may have a direct or indirect financial interest.

Employees are prohibited from the unauthorized transfer of the Corporation's clients to professional staff who enter private practice after separation from the Corporation.

Any employee who wishes to engage in additional clinical practice both privately or with another organization must do so outside of the Corporation's service area and must obtain prior written authorization from the President. Such authorization will not be unreasonably denied.

ARTICLE VI **PROBATIONARY EMPLOYEES**

There shall be a probationary period of six (6) months for all newly hired employees. In the event an employees' probation is extended, the extension can be granted for only one period not to exceed three (3) months. Suspension and/or dismissal of probationary employees is not subject to the grievance or arbitration procedure. Employees shall be notified by the end of the probationary period as to whether or not they have successfully completed the period.

ARTICLE VII **EVALUATION AND PRODUCTIVITY/ BILLING STANDARDS**

Evaluations shall be prepared jointly by the Supervisor in collaboration with the Associate Clinical Director and Office of the President. On an annual basis, each employee, including probationary employees, shall receive a signed copy of the completed evaluation written within thirty (30) days of the anniversary date with the criteria for the evaluation to be specified. If there are some disagreements by the employee, he/she should first present evidence to support his/her disagreement so that the evidence may be taken into consideration before the evaluation is typed and finalized. The employee and the manager who completed the evaluation shall meet to discuss the employee's concerns. If the employee's disagreement remains after due consideration of his/her submitted evidence, he/she may request discussion of this with a member of the Office of the President. If the employee continues to disagree with the evaluation after it is finalized, the employee may put into writing his/her disagreement and it will become part of his/her personnel record. An employee receiving a rating of less than three (3) may grieve the evaluation consistent with the grievance provisions of this Agreement, and the Union may arbitrate the grievance.

A satisfactory (three) rating, where appropriate, may include the requirement that an employee maintain five (5) hours per day direct service time (25 hours per week). Employees, with their Supervisors' agreement, may apply excess hours from one day to another day in the same week. Such agreement by the Supervisor shall not be unreasonably denied. The agreement process is intended to encourage employees to exceed the 5 hours per day/25 hours per week (which is 20 units of direct service time per day, or 100 units per week, with a unit consisting of 15 minutes) standard. Application of this direct service time standard shall take into account any vacation, compensatory time, sick/disability or leave time taken by the employee and special circumstances which affect direct service time shall be considered.

The Union and the affected employees shall receive thirty (30) days' notice of any proposed changes to existing productivity and/or billing standards. Prior to the implementation of any changes to existing productivity and/or billing standards, the Corporation shall meet with the Union and bargain over any proposed changes to productivity and/or billing standards.

ARTICLE VIII **PROMOTION**

The Corporation recognizes the mutual advantage of promotions from within and will follow this principle wherever practicable.

Accordingly, notice of any vacancy, other than for a management position, in the bargaining unit, shall be posted at each work site for ten (10) working days. A vacancy in a bargaining unit position will be filled from existing bargaining unit employees who bid on the job provided that those employees have the qualifications to satisfy the job requirements. If more than one bargaining unit employee bids for a vacant position, seniority shall govern who is awarded the position provided the more senior applicant is qualified to perform the work, unless there is an appreciable difference in their ability to do the work. Should there be no appreciable difference in their ability to do the work, the lottery system that is outlined in Article XII shall be utilized. If no qualified employee bids for a vacant position, the Corporation may hire an employee from outside the bargaining unit for such job.

Employees who bid for and are awarded a vacancy in a bargaining unit position, as provided herein, shall undergo a probationary period of three (3) months. Should the Corporation determine, during the probationary period, that the employee is unable to satisfactorily perform the duties of the new position, the employee shall be returned to his or her former position, provided that such position is vacant. If the employee's former position is not vacant, then the employee shall be laid off with seniority-based recall rights as provided in Article IX.C. of this Agreement. The Corporation's discretionary decisions to return the employee to his or her former position, or to lay off the employee, shall not be subject to the grievance or arbitration procedure. In all other respects, however, the provisions of this Agreement shall continue to apply to employees during the probationary period provided for in this Article VIII, including the right to grieve and arbitrate any discipline imposed on the employee or any contract interpretation issues unrelated to the discretionary decisions made by the Corporation hereunder.

When a position is filled, all applicants and the Union shall be notified. The Corporation can, if necessary, fill a vacancy by temporary transfer during the posting period.

ARTICLE IX **SENIORITY**

A. Seniority by classification shall be defined as the length of service from an employee's last date of hire.

B. In the event of a layoff within a job classification, probationary employees shall be laid off first, and thereafter the Corporation shall select the least senior employee(s) within the classification for layoff, provided the remaining employees have the qualifications, skills and ability to perform the available work.

C. Any employee who is laid off in accordance with the above paragraph, shall be entitled to recall for a period of one (1) year following the layoff. Recall from layoff shall be based upon seniority provided the employee has the qualifications, skills and ability to perform the work.

D. In the event of a layoff or retrenchment, reorganization, or contraction of a Corporation program or service involving general layoffs or discharges, the Corporation shall give the Union and the employees not less than thirty (30) days' prior notice of the action or shall give the affected employees thirty (30) days' pay in lieu of such notice.

ARTICLE X

DISCIPLINE AND DISCHARGE

The Corporation may discipline or discharge an employee for just cause (probationary employees without cause). The Corporation shall not discourage employees of their right to Union representation during any investigation, discussion, interview or meeting where disciplinary action is contemplated or may be issued.

All verbal and written warnings shall be voided after twelve (12) months provided the employee is not guilty of the same or similar misconduct during that period. All final warnings or suspensions shall be voided after eighteen (18) months provided the employee is not guilty of the same or similar misconduct during that period. After any form of discipline is voided it shall not be considered when advancing discipline. At the request of the employee, the discipline shall be removed from the employee's personnel file as provided above.

Prior to taking final disciplinary action against an employee, the Corporation shall inform the employee that discipline is being considered and the basis for the disciplinary action. The Corporation shall afford the employee an opportunity to rebut or explain the conduct or events that have caused disciplinary action to be contemplated. The employee shall have a right to request a Union steward during this process. The Union shall be notified by letter postmarked within five (5) business days of any discipline issued to any bargaining unit employee. Nothing herein shall prevent the Corporation from placing an employee on suspension pending an investigation or final disciplinary decision. In the event that an employee is suspended pending investigation, the employee shall continue to receive his/her regular compensation and benefits until the employee is returned to work or a final disciplinary decision is made.

All employees covered by this Agreement shall be subject to the Corporation's Policy on Productivity Expectations. If the Corporation takes action to discipline an employee for productivity or job performance as a result of the employee's failure to achieve twenty (20) units (a unit consists of fifteen (15) minutes) of direct service time in a day, the employee shall be afforded the full week to achieve the average of twenty (20) units of direct service time per day (or one hundred (100) units for the week). If an employee achieves the average of twenty (20) units of direct service time per day (or one hundred (100) units for the week), the discipline shall be rescinded and any record of the discipline shall be expunged. Application of this provision shall take into account any vacation, compensatory time, sick/disability or leave time taken by the employee. The Employer reserves the right to discuss with the Union and make proposals which the Union agrees to consider, relative to any adverse effect on its operations caused by the application of this provision. All discipline for productivity and job performance shall be subject to just cause, and special circumstances which affect direct service time shall be considered.

To the extent that an employee works in a program or service and position that has required less than twenty (20) units of direct service time in a day, the Corporation shall not increase or

change that requirement without meeting and bargaining with the Union regarding the proposed change.

Investigations pertaining to the abuse or neglect of a client shall be conducted by the Office of the Inspector General. The Corporation shall cooperate fully with any such investigation. No employee of the Corporation will conduct any aspect of an OIG investigation under delegation of the OIG. Employees may be suspended, with or without pay as determined by the Corporation, during the investigation and may be disciplined or discharged based on the outcome of the investigation or based on information obtained outside the investigation, subject to the just cause requirement of this Article X.

ARTICLE XI **HOURS OF WORK**

The work week hours will vary by program or service assignment, community needs and coverage requirements. Those employees who work in non-residential programs or services shall have a normal work week of thirty-seven and one half (37.5) hours, which shall include an unpaid lunch or dinner of forty-five (45) minutes. Those employees who work in residential programs or services, or in Developmental Training, shall have a normal work week of forty (40) hours, which shall include a paid lunch of thirty (30) minutes.

If the Corporation changes the schedule of an employee by either changing the hours of work or changing the employee's work site, the employee shall be given no less than fourteen (14) days' notice of the change, unless there occurs an unanticipated emergency which requires schedule changes with a shorter notice, in which case, as much notice as practicable shall be given to the employee.

The Corporation reserves the right to change working hours based on community needs, external or program or service requirements, shift coverage considerations and client's needs. This Article is not intended to constitute a guarantee of hours of work per day or week.

ARTICLE XII **OVERTIME**

Any work beyond the assigned hours must have prior approval by the employee's supervisor except in the case of patient care emergency that requires immediate services beyond the closing hour of the work day or shift.

All hourly and non-exempt employees as defined by the Fair Labor Standards Act shall receive overtime pay for all hours worked in excess of 40 hours in a week, at the rate of one and a half (1.5) times their hourly rate of pay.

A temporary vacancy is defined as a vacancy that exists because an employee is temporarily absent due to sick leave, vacation, personal day, holiday or other temporary leave; a temporary vacancy is not created by termination, resignation or layoff, except to the extent of finding an interim replacement for a permanent vacancy that the Corporation has decided to fill. Any use of registry workers to fill a vacancy created by termination, resignation or layoff signifies the Corporation's decision that said vacancy is permanent and to fill that permanent vacancy. Any

use of a registry worker by the Corporation shall be done only in accordance with the procedures defined in this Article and Article VIII of this Agreement. This procedure shall not apply to SASS.

A temporary vacancy pool is hereby created which will be used by the Corporation when it determines, in its sole discretion, that there is a need to fill a temporary vacancy. The temporary vacancy pool shall be filled with employees who volunteer to join the pool. Twice per year, beginning five (5) work days prior to October 1st and April 1st there will be a five (5) work day period to sign up to be in the pool for extra work due to temporary vacancy. The sign up shall result in a list which will be used to staff temporary vacancies for the following six (6) month period. Each employee who signs up for the pool shall indicate whether he/she is available to work only at his (her) own job site or is available to work at other sites. Employees who indicate non-availability for sites other than their own shall not be offered extra work at sites other than their own. If an employee refuses an offer of extra work three (3) times in the six (6) month period for which said employee signed up for the pool, or if an employee fails to show up for extra work that the employee accepted one (1) time in the six (6) month period for which said employee signed up for the pool (except in the case of a bona fide employee emergency, which the employee has to prove), the employee will be removed from the pool for the remainder of that six (6) month period. The dropping of employees from the pool for the remainder of the six (6) month period after three (3) refusals or one (1) "no show," does not refer to unsuccessful attempts to contact an employee about a vacancy. New employees shall have the opportunity to sign up for the pool at the enrollment period following their hire. The elimination of any employee from the pool shall not by itself be a reason to deny said employee access to the pool in any future period. The Corporation may refuse admittance to the pool if there is a final discipline that has not been removed from their file pursuant to Article X of this Agreement, or because of unsatisfactory performance in the employee's regular assignment. However, if the Corporation decides to refuse a bargaining unit member entrance into the pool on the grounds of disciplinary history or unsatisfactory performance, it must provide a written statement of the rationale for its decision.

Should the Corporation determine, in its sole discretion, that the need exists to fill a temporary vacancy, then such work will be offered to employees in the temporary vacancy pool in the following order:

1. To bargaining unit employees who are regularly scheduled to work thirty-two (32) or less hours per week within the job classification to be filled;
2. to bargaining unit employees who are regularly scheduled to work thirty-two (32) or less hours per week outside the job classification to be filled, provided that they are in the Corporation's opinion qualified to do the work;
3. to bargaining unit employees who are regularly scheduled to work more than thirty-two (32) hours per week within the job classification to be filled;
4. to the bargaining unit employees who are regularly scheduled to work more than thirty-two (32) hours per week outside the job classification to be filled, provided that they are in the Corporation's opinion qualified to do the work.

An offer of extra work pursuant to this Section shall consist of a telephone communication at the number given by the employee on his or her election to join the pool. If the employee does not answer the Corporation shall pass over that employee and move to the next qualified employee on the list. An employee may be passed over on the list if the extra work assignment, in its entirety, would cause overtime liability for the Corporation.

If no one is available or eligible to do the work after going through the entire list once, then extra work due to a temporary vacancy may be offered to registry workers or non-bargaining unit members. If no registry worker or non-bargaining unit member is available, then the Corporation shall have the right to order employees to perform the required work by order of reverse seniority within the job classification to be filled.

Hours worked by an employee pursuant to this procedure shall not count towards the employee's full time status and/or entitlement to any benefit under this Agreement. However, any extra hours worked pursuant to this Section shall be subject to the Corporation's Policy on Productivity Expectations on a pro rata basis.

Mistakes in implementing the temporary vacancy pool 'shall not be grievable. In the event of a claim that a bargaining unit member was wrongfully denied an extra work opportunity for a temporary vacancy, the Corporation shall discuss the matter with the Union and if the Corporation agrees with the Union's position the employee will be offered the next available extra work opportunity.

ARTICLE XIII **VACATIONS**

Full time employees shall be eligible for vacation based upon the employee's position, hire date and period of employment:

MSW, MA, MS or Ph.D.:

Start	15 days (1.25 days/month)
4 years	20 days (1.667 days/month)
6 years	24 days (2 days/month)

Support Employees:

Start	11 days (0.917 days/month)
4 years	16 days (1.333 days/month)
6 years	20 days (1.667 days/month)

Bachelor Level/Care Manager Employees:

Start	15 days (1.25 days/month)
4 years	20 days (1.667 days/month)
6 years	22 days (1.833 days/month)

Part-time employees who work more than twenty-two and one-half (22.5) hours per week are eligible for vacation on a pro rata basis.

All vacation shall begin to accumulate with the employee's employment date and is in effect where an employee is in continuous service.

Employees may accrue and carry their vacation time from year to year, provided that on October 1st of each year, the employee's accrued vacation does not exceed twenty-five (25) vacation days. Employees will not be allowed to accrue vacation days in excess of twenty-five (25).

Except in cases of emergency, vacation requests are to be in at least two weeks prior to the time taken and are to be taken on a planned basis with the approval of the supervisor. No vacation is to be taken during the probationary period. Conflicts in vacation requests will be resolved by the Supervisor of the program/division in which the conflict occurs. In resolving these conflicts seniority shall be the prevailing factor. In the event the employees have equal seniority the conflict shall be resolved by lottery and the affected employees shall be afforded the opportunity to be present at the time of the drawing. The procedure for the lottery shall be as follows: 1) the names of the employees involved in the conflict shall be written on separate pieces of paper. 2) Each name shall be placed in an empty container such as a hat or box. 3) The supervisor of the employees involved in the conflict will blindly draw one of the names from the container. The employee whose name is drawn shall be afforded the vacation time. In the absence of conflicts, vacation requests made at least two (2) weeks in advance shall not be unreasonably denied. Employees shall cooperate with their supervisor to facilitate obtaining vacation coverage, but employees shall not be required to bear the burden of obtaining coverage as a condition of taking accrued vacation time.

Vacation credit does not accumulate during a period when an employee is on leave without pay or during earned leave after resignation is effective.

Vacation days must be taken off in half or full day increments.

ARTICLE XIV **TERMINAL VACATIONS**

In case of termination, any employee shall be paid for the full amount of annual vacation he/she has accrued, but not taken, as of the termination date. In no event should the vacation time be paid later than the payday immediately following the employee's last day of work. If the employee has taken vacation time beyond the amount accrued, the employee shall have a corresponding amount deducted from this termination pay. If employment terminates before completion of the probationary period, the employee is not entitled to any accrued vacation time.

ARTICLE XV **HOLIDAYS AND PERSONAL DAYS**

Holidays: The Corporation shall provide the following paid holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (plus the day following Thanksgiving Day), Christmas Eve Day, Christmas Day and New Year's

Eve Day. When one of these holidays falls on Saturday, the preceding Friday shall be a Corporation holiday; when a holiday falls on a Sunday, the following Monday shall be a Corporation holiday. An employee who is determined to have abused holiday pay by having two (2) unscheduled absences on the day before or the day after a holiday in any six-month period must work the day before and the day after the holiday, or have pre-approved benefit time scheduled for the day before and/or the day after the holiday, to receive holiday pay.

All employees who work on holidays will receive pay at the rate of one and a half (1 1/2) times their regular wage for the first eight (8) hours worked and pay at the rate of two (2) times their regular wage for all hours worked in excess of 8 (eight) hours.

Personal Days: Employees shall receive seven (7) personal days per year accrued at the rate of 1.875 hours per pay period per year on the anniversary of their date of hire. Employees hired on and after February 1, 1998, shall receive four (4) personal days per year accrued at the rate of 1.25 hours per pay period per year on their anniversary of their date of hire. Personal days can be taken one day or one-half day per request and may not be taken during probationary period. At the end of the employee's anniversary hire date, unused personal days will be converted to sick leave days.

ARTICLE XVI **LEAVES OF ABSENCE**

Sick/Disability Benefits: Full-time employees shall be granted sick leave on a basis of twelve (12) days a year to be accrued at the rate of one (1) day per month. Employees must personally notify supervisors of illness unless such notification is precluded by a medical emergency. Failure to notify the supervisor will be treated as an unexcused absence, for absences of more than five (5) working days or for recurrent absences, the Corporation's Illness/Disability forms are required to be completed by a physician. The completed Illness/Disability Forms must be submitted by the employee prior to being allowed to return to work.

Employees may use sick leave days when they are required to attend to the illness or medical needs of their immediate family members. Immediate family members include, parents, brother, sister, daughter, son, spouse, grandparents, mother-in-law, and father-in-law.

Medical and dental appointments should be scheduled outside of working hours insofar as possible. If not possible to schedule, such time off may be granted and charged to sick leave or made up. Emergency medical or dental appointments may be taken as sick leave.

When an employee has used up his/her accumulated sick leave, the employee is entitled to use vacation time if he/she needs more time off for recuperation until vacation time is used up. Likewise, an employee may also use his/her compensatory time if such time is allowed under the provisions of Article XII.

Employees who have accrued over 180 days of sick leave can elect to convert up to four (4) days of the excess over 180 days to vacation days on a ratio of four (4) days of sick leave equaling one day of vacation leave. Such conversion must be declared to the Business Office during the month of July to be effective August 1.

Time off with pay for illness or disability is intended to be flexible in regard to the staff member's situation and may be extended in accordance with the employee's needs at the discretion of the President, beyond the limits herein prescribed. Sick days must be taken in quarter-day, half-day, three-quarter day, or full-day increments.

Employees, while on vacation or absent due to illness or other approved leaves, may be contacted by the Corporation as provided below. An employee will only be contacted by a supervisor in an actual emergency. In the event of such a contact, for answering the call the employee will be allowed to subtract one hour of time from the vacation, sick or other approved leave time allocated for that day. This allowance would include a subsequent call within an hour. If the time on the call(s) exceed one hour, the employee will be allowed to subtract the time actually spent plus one hour from the vacation, sick or other approved leave time allocation for that day.

The parties hereby clearly and unambiguously waive the provisions of the Cook County Earned Sick Leave Ordinance, Chapter 42, Article I, Secs. 42-1 to 42-10, of the Cook County Code of Ordinances, and the City of Chicago Paid Sick Leave Ordinance, Chapter 1-24, Sections 1-24-010 to 1-24-110, of the Municipal Code of Chicago, as long as this Agreement continues to provide eligible employees with paid sick/disability benefits that are greater than those provided for in the above-referenced Ordinances.

Work Related Mental Health Leave: If an employee is absent from work due to being physically assaulted while they are performing their job duties, the employee shall be granted one day off with pay. This provision is subject to the approval of the employee's supervisor but shall not be unreasonably denied.

Family Leave: Notwithstanding any other provision of this Article, all leave of absence subject to the Family and Medical Leave Act of 1993 ("FMLA") shall be granted as provided in that Act. Employees are required to use any available paid leave first during any FMLA leave. Accordingly, any paid leave time will run concurrently with FMLA time. Notwithstanding this requirement, employees may elect to have their paid leave time disbursed proportionally during a FMLA period, provided that the employee knows in advance that he or she will be taking a continuous, uninterrupted FMLA leave, and at their election, employees may retain and not take up to two (2) sick days during their FMLA leave.

Employees who want to take FMLA leave, must provide the Corporation at least thirty (30) days' notice of the need for leave, if the need for leave is foreseeable. If thirty (30) days' notice is not practicable, then notice should be given as soon as possible and practicable, and in the case of a medical emergency advanced notice may not be required. The Corporation may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave. The Corporation also may delay or deny approval of leave for lack of proper medical certification. Proper medical certification must be submitted fifteen (15) days prior to a foreseeable leave unless it is not practicable under the particular circumstances. If the leave is not foreseeable, proper medical certification must be submitted no later than fifteen (15) days after the FMLA leave begins unless it is not practicable under the particular circumstances to do so despite the employee's diligent good faith efforts.

If an employee is unable to return to work after the expiration of his or her twelve (12) week FMLA leave, upon medical certification by the employee's physician, the Corporation will allow the employee to take up to an additional ninety (90) calendar days of unpaid medical leave.

Employees returning to work from a Family Medical Leave or employees returning within thirty (30) days of the time of the additional medical leave will be reinstated to the same position they held before the leave. There will be no job protection rights during the remaining sixty (60) days of the additional leave. However, employees returning to work prior to the conclusion of the sixty (60) days of additional medical leave will, be reinstated into their position if it is vacant.

If there is no vacancy in that position, the returning employee shall be placed in an open position provided that the employee has the qualifications to satisfy the job requirements. The employee will not sustain a loss of seniority.

The Corporation will continue to provide group health insurance benefits at the same level and conditions while the employee is out during FMLA and during the-initial thirty (30) day additional medical leave. An employee utilizing a leave for the fifth or sixth month will be required to pay one hundred percent (100%) of the cost of the Corporation sponsored insurance plans.

Military Leave: Upon presentation of official orders, members of any branch of service of military reserve or National Guard, will be entitled to excused leave for any required training period up to two (2) weeks at full pay less military pay.

Compassionate Leave: In case of death within an employee's immediate family, as defined to include parents, brother, sister, son, daughter, spouse, grandparents, mother-in-law, father-in-law, and grandchild, leave of up to five (5) working days shall be granted with pay for missed working days during that period. The employee may be required to submit proof of death and relationship to the deceased to be eligible for compassionate leave and/or pay.

In case of death within an employee's extended family, as defined to include uncles, aunts, sister-in-law's, brother-in-law's, nieces, nephews and-cousins, leave of up to two (2) working days shall be granted with pay for missed working days during that period.

Petit Jury Duty: It is the policy of the Corporation that petit jury duty will be considered a citizenship responsibility and that staff will respond to jury duty calls. Leave with pay is allowed to the employees called to such duty, their per diem fee accruing to the Corporation.

Union Leave: Upon written request from the Union which the Corporation shall not unreasonably deny, the Corporation shall grant an unpaid union leave of absence of not more than one (1) year if an employee is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. No more than two (2) Union employees may be on leave at any given time, based on the above provision. The two (2) Union employees may not be from the same department.

Employees designated by the Union will be allowed time off without pay to attend conferences, conventions or other Union business, not to exceed the (10) working days for all employees in a fiscal year provided such absences do not unreasonably interfere with the Corporation's operations.

These Union leave provisions are in addition to and does not apply to the normal activities of stewards in representing bargaining unit members or participating in grievances or collective bargaining, or engaging in other activities as otherwise provided for in Article XXV of this Agreement.

ARTICLE XVII
HOSPITALIZATION, MEDICAL & MALPRACTICE INSURANCE AND
RETIREMENT

During the term of this Agreement, the Corporation will continue to allow eligible employees to participate in the Corporation's HMO insurance plan (the schedule of benefits for which is attached hereto as Exhibit A), or such successor plan(s) as the Corporation may select for its employees generally (including both Union-represented and non-Union-represented employees), on the same terms and conditions (including, but not limited to, monthly premium contributions) that apply to the non-Union-represented employees; provided, however, that the Union-represented employees' portion of the premium costs shall not exceed 9.5% of the total premium cost for the level of coverage selected by the employee and, provided further, that in the event the premium contributions that the Corporation charges its non-Union-represented employees are less than 9.5% of the total premium cost, the Union-represented employees will be charged the same lower contribution rates.

Subject to the foregoing, effective November 1, 2020, the employees' portion of the monthly premium costs shall be as follows:

Employee only:	\$68.37
Employee and spouse:	\$145.58
Employee and children:	\$108.55
Employee and family:	\$185.75

Employees shall be participants in the 401(k) Employee Benefits Plan of Grand Prairie Services (the "Plan") in accordance with the eligibility and other provisions of the Plan as the same may be amended by the Corporation from time to time. Except as otherwise provided below, effective January 1, 2015, the Corporation will make defined contributions to the Plan in an amount equal to three percent (3%) of the compensation (as defined in the Plan) of each employee covered by this Agreement who qualifies for an annual contribution. Notwithstanding the foregoing, in the event that the Corporation makes a defined contribution to the Plan for any non- Union-represented employees in excess of three percent (3%) during the term of this Agreement, the eligible Union-represented employees shall receive the same contribution.

The Corporation pays and provides for malpractice insurance coverage, except for the contractual physicians.

ARTICLE XVIII
WORKER'S COMPENSATION & UNEMPLOYMENT COMPENSATION

All employees are covered by Worker's Compensation and Unemployment Compensation.

Anyone sustaining injury while engaged in work of the Corporation shall report immediately to his/her supervisor.

ARTICLE XIX
SOCIAL SECURITY

All employees are under the Social Security Act and participate with the Corporation in accordance with the provisions of the Act. Coverage is mandatory.

ARTICLE XX
CONTINUING EDUCATION

Conferences: The Corporation encourages attendance of staff at appropriate professional conferences and shall post notices of such conferences. However, it must be kept in mind that there must be, at all times, sufficient staff on duty to insure effective functioning of all departments.

Time during working hours is allowed at supervisor/management discretion for members of the professional staff to attend training/continuing education experiences. It is the policy of the Corporation to authorize travel and per diem expenses for staff members to the extent that funds are available to attend professional conferences as authorized by the Supervisor. The final decision of staff attendance at conferences rests with the Office of the President.

The Employer shall not reduce an employee's evaluation for failure to attend professional conferences, training or continuing education experiences if the employee requested either permission or expenses to attend a conference, training or continuing education, and such request was denied by the Corporation.

Tuition Loan Assistance Plan: The Corporation encourages employees to seek advanced degrees relevant to their advancement within the Corporation. Accordingly, prior to enrollment, employees may apply for tuition loan assistance, which will be granted at the Corporation's discretion. Evidence of satisfactory course of completion is required as defined in program or service guidelines.

ARTICLE XXI
NO LOSS OF EXISTING BENEFITS

No provisions of this Agreement shall be construed so as to allow a reduction in the present wages, benefits, or impairment of the present working conditions of any employee, unless specifically contained in the Agreement, with the exception of the hospitalization and medical insurance coverage previously referred to in this Agreement.

ARTICLE XXII
GRIEVANCE AND ARBITRATION PROCEDURE

Step 1. A grievance shall be presented in writing first by the employee, with or without the steward at the employee's option, to the immediate supervisor involved, within thirty (30) calendar days, after the event giving rise to the grievance occurs.

Step 2. If the grievance has not been adjusted within ten (10) calendar days from the date of the Step One meeting, it may be then be presented in writing to the Office of the President by the employee or his/her representative.

Step 3. If the grievance has not been adjusted within fifteen (15) calendar days from the date of the meeting with a representative of the Office of the President, the grievance may be referred by the Union to an impartial arbitrator for settlement. The request for arbitration must be made in writing within thirty (30) calendar days after the receipt of the decision of the Office of the President or within thirty (30) days after the last date for the Office of the President to give an answer.

Failure to meet the time limits for processing grievances at Steps 1, 2, and/or 3 of the Grievance and Arbitration Procedure shall result in the grievance being expired and not arbitrable. Such time limits may, however, be extended by mutual written agreement of the Corporation and the Union.

The impartial arbitrator shall be selected by agreement between the parties. If no agreement on an arbitrator has been submitted to the Office of the President, either party may submit a letter to the Federal Mediation and Conciliation Service, requesting a list of seven (7) arbitrator members of the National Academy of Arbitrators. The Union shall strike one (1) name from the list and then the Corporation and Union shall alternatively strike names from the list, and the arbitrator whose name has not been stricken shall be deemed to have been mutually agreed upon provided that either party may strike one complete panel. Such arbitrator shall be notified of his selection, requesting that he set a time and place for hearing subject to the availability of Corporation and Union Representatives. The award of the arbitrator shall be final and binding upon the Union, the Corporation and the employees involved. The arbitrator shall have no authority to add to, subtract from or modify in any manner the provisions of this Agreement.

The fees and expenses of the arbitrator, specifically excluding court reporter fees, transcript costs, witness and document fees, and the fees and costs of any party's representative(s), shall be paid entirely by the losing party. In the event that a grievance is sustained in part and denied in part, the fees and expenses of the arbitrator shall be shared equally by the Corporation and the Union.

ARTICLE XXIII

NO DISCRIMINATION/NO HOSTILE ENVIRONMENT OR HARASSMENT

The Corporation and the Union agree that they will not discriminate against any employee because of race, sex, creed, color, religion, national origin, citizenship status, age, sexual orientation, marital status, veteran status, political affiliation or disability. The Corporation further agrees to provide equal and just treatment with respect to rates of pay, benefits and other terms and conditions of employment and employment opportunity.

The Corporation and the Union also recognize the importance of working in an environment where there is a mutual relationship of respect and dignity among employees and management. Accordingly, the Corporation and the Union agree that no employee or manager will be subjected to any form of harassment or hostile or offensive environment in the workplace and

all employees and management will be treated with respect and dignity. In this spirit, the Corporation agrees to maintain a published policy on workplace harassment/hostile or offensive environment, and take aggressive and appropriate discipline, up to and including discharge, of the employee of the Corporation, including management, who engages in such harassment or creates a hostile or offensive environment.

ARTICLE XXIV **JOB-RELATED ITEMS**

Job Expenses: Necessary expenses including mileage as set forth in this section incurred in the line of work shall be reimbursed to all employees as follows:

- At least monthly on the fifteenth (15th) of the month provided the expenses are submitted by 5:00 pm on the seventh (7th) business day of the month and the expenses are approved by the Office of the President.
- If an employee's expenses exceed one hundred dollars (\$100.00) between the 1st and 15th of any month, the employee will be reimbursed for those expenses on the 22nd of that month provided the expenses were submitted by 5:00 pm on the 20th of that month and the expenses are approved by the Office of the President. If an employee's expenses exceed one hundred dollars (\$100) between the 1st and the end of any month, the employee will be reimbursed for those expenses on the 7th of the following month provided the expenses were submitted by 5:00 pm on the 5th of the following month and they are approved by the Office of the President.
- If any scheduled due date or pay date falls on a weekend or holiday, expenses will be either due or paid on the next business day.

Use of any personal cars for Corporation business is permitted and may be required in certain Corporation programs, subject to the approval of the Office of the President. Employees shall be reimbursed for mileage at the applicable standard rate for business miles driven as established by the federal Internal Revenue Service. An employee is required to carry insurance to fully protect himself and the Corporation to the extent of \$100,000/\$300,000 Personal Liability and \$15,000 Property Damages. No mileage reimbursement will be provided to any employee who does not have a current valid drivers' license and proof of insurance on file with the Corporation.

Damage to Employee Property: If employees suffer a loss or damage to their personal property as a result of a workplace incident, the Corporation shall compensate the employee for the damage or loss not to exceed two hundred fifty dollars (\$250) provided that the employee has not been reimbursed for that amount by an insurer. To the extent applicable, the employee shall present an incident report, a police report, insurance claim, and a witness statement or other clear evidence that the loss or damage occurred as a result of a workplace incident, and an estimate or receipt documenting the amount of the damage or loss. Should the Corporation require additional evidence it may be requested from the employee.

Copy of Contract for Prospective Employees: All new employees shall receive a copy of the Union contract and their letter of employment when they are hired. When employees are

transferred or reassigned they will receive a memorandum regarding such transfer or reassignment. The employee shall sign a statement indicating receipt of a copy of the collective bargaining agreement.

Job Descriptions: Job descriptions are to be provided to employees and the Union for all job titles in the bargaining unit.

New or Changed Job Classifications: If it is claimed by the Union that the Corporation has instituted a new job classification, or substantially modified an existing job classification, the Union may, if it disagrees with the rate assigned to the new or substantially modified job classification, process a claim for a change in the job rate for such classification in accordance with the grievance and arbitration procedure of the Agreement, provided, however, that it is expressly understood that neither the Union nor any employee may grieve or arbitrate with respect to the content or description of such job or job classification. The Corporation shall review the job description with the employee upon hire and shall make the job description available for the employee's reference upon request.

Bulletin Boards: Bulletin boards for Union use shall be provided at every location where bargaining unit employees are assigned.

ARTICLE XXV **UNION RIGHTS**

Following notification to the Office of the President, authorized stewards or a duly accredited representative of the Union may visit any Corporation facility during regular working hours for the purpose of conferring about grievances with the employee involved on said employees' non-appointment time. Meetings between Union and Corporation on grievances shall be at a mutually convenient time.

The Union will advise the Corporation in writing of the names of all union stewards, and any changes in those names. Stewards, upon notice to their supervisors and with permission which shall not unreasonably be denied, may leave a work assignment to discuss or investigate grievances with other bargaining unit members and to discuss grievances with the Corporation's representatives at mutually convenient times. This activity may take place during normal working hours and without loss of pay, provided that such discussions shall not exceed a reasonable period of time and do not unreasonably interfere with the normal operations of the Corporation. The steward's supervisor will verify the availability of any on duty employee that the steward wishes to contact. The Corporation reserves the right to discuss with the Union any interferences with operations by steward activity.

In addition, the Corporation shall continue its current practice of releasing Stewards with pay to attend meetings with the Union Representative. Stewards shall be released once a month for a period of three hours for this purpose and reasonable requests for additional time to address unusual events will be granted provided that it does not exceed 5 hours monthly.

When the Corporation provides orientation for newly hired employees, the Union shall be notified and shall be afforded a period of thirty (30) minutes for a Steward or other designated Union representative to meet with the bargaining unit employees. The union orientation will take

place during the last thirty (30) minutes of the initial day of orientation. A Steward designated by the Union shall be released with pay to provide the orientation if the Steward is scheduled to work during that time.

The Corporation shall continue its current practice of providing space for the Union to hold meetings. The Union will provide notice of such meetings one-(1) week in advance to the Office of the President and requests for space shall not be denied unless there is no meeting space available at the requested time.

ARTICLE XXVI **SALARIES**

The Corporation shall provide pay increases in the amount of 2% effective October 1, 2020, 1.5% effective October 1, 2021, and 2% effective October 1, 2022, to all employees who have completed their probationary period as of the applicable October 1 effective date. Employees who have not completed their probationary period as of the applicable October 1 effective date, will receive the increase effective as of the first full payroll period immediately following completion of their probationary period.

By no later than the second payroll date after ratification of this Agreement, the Corporation also will provide a lump sum payment equal to the additional amount of pay that the employee would have received if the October 1, 2020, 2% increase had been effective July 1, 2020, to each employee who completed his or her probationary period as of July 1, 2020 and is an employee of the Corporation as of the ratification date of this Agreement.

Notwithstanding the foregoing, the Corporation agrees that in the event it grants an across-the-board pay increase to any non-Union-represented employees (except in cases of job transfer or promotion) during the term of this Agreement, which increase is greater than the pay increases provided in this Agreement for Union-represented employees, the Union-represented employees shall be given the same pay increase.

No starting wage shall be below \$10.00 per hour.

The payments provided for in this Article XXVII shall be subject to legally required and employee-authorized deductions, including, but not limited to applicable federal and state withholding taxes.

There shall be a shift differential of fifty cents (\$0.50) an hour for all hourly employees who work a shift that includes two (2) or more hours after 6:00 p.m. or two (2) or more hours before 6:00 a.m., and that differential of fifty cents (\$0.50) an hour shall be paid for the entire shift.

The Corporation may grant additional wage or salary increases based upon merit or other criteria identified by the Corporation after meeting with the Union and discussing the criteria for the increases and providing the affected employees notice of the resulting criteria.

The Corporation may establish the starting rate for newly hired employees, but the rate for newly hired employees shall not be less than the lower rate set forth in Exhibit "B" nor any more

than the upper rate set forth in Exhibit "B", except that the rate may be adjusted proportionally for those employees who are employed on less than a full time basis. Under no circumstances shall existing bargaining unit employees be paid less than the lower level set forth in Exhibit "B", except that the rate may be adjusted proportionally for those employees who are employed on less than a full time basis.

The Corporation shall not compensate a more senior employee at a lower wage rate or salary than a less senior employee with comparable or less experience and qualifications.

The Corporation shall notify the Union of all newly hired bargaining unit employees and the position and rate of pay at which they are hired. If a new employee is hired at a higher rate of pay than an existing employee with the same job title, and the existing employee has equal or greater experience and/or qualifications as the newly hired employee, the Corporation shall increase the rate of pay of the existing employee to at least the rate of the newly hired employee. The Corporation shall provide documentation to support its decision to deny an existing employee any such increase.

Compensation for Working Out of Job Class: All employees that are required to assume a substantial portion of the responsibilities of another position with a higher salary or wage rate, shall be compensated at the salary or wage rate of the assigned position. This provision shall not apply to any employee filling a temporary vacancy pursuant to Article XII above.

On-Call Pay: All salaried employees except for employees on call in the SASS program shall be paid fifty dollars (\$50) if they are called and required to report to work at any time other than their normally scheduled work hours. This provision shall not apply to any employee filling a temporary vacancy pursuant to Article XII above.

SASS On-Call Pay: The SASS on-call pay shall be twenty-five dollars (\$25.00) and thirty-five dollars (\$35.00) on a holiday. Employees who are on call, and who are called for an assessment shall receive 50% of the reimbursement received by the Corporation per call, but will not receive then on-call pay of twenty-five dollars (\$25.00). Employees who are on call and are called for a twenty-four (24) hour follow up appointment, shall receive an additional fifty (\$50.00) per follow-up call. Proper documentation for the purpose of billing must be submitted to the Billing Department within forty-eight (48) hours of all calls before payment is remitted to the employee. The payments in this section shall be increased to the extent that there is an increase for registry employees.

ARTICLE XXVII

LABOR MANAGEMENT MEETINGS

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Corporation agree to meet upon request but not more frequently than once each quarter through designated representatives and at mutually convenient times, locations and duration. The Union and Corporation shall each designate not more than five (5) representatives to a labor-management committee for this purpose. The requesting party shall prepare and submit to the other party a written agenda at least one week

in advance and both parties are free to add agenda items so long as the agenda is finalized at least three (3) days before the meeting (excluding weekends and holidays).

The Committee will make every effort to address and reach an agreement on each agenda item, which may include recommendations made by the Committee to the Corporation. In addressing each agenda item, the Committee will identify any actions or follow up which will be taken, the person or party which will be responsible for the-follow-up and action, and the timelines for the action or follow up. If an issue is raised that cannot be fully addressed or which would warrant additional dialogue or follow up, the issue may be tabled for further discussion within ninety (90) days at either the- next scheduled meeting or at an agreed upon time at the request of either party.

Minutes will be taken at the meeting, but shall only be considered the official record of the meeting if the parties mutually agree to their accuracy. The minutes shall include a summary of the action taken on each agenda item including any follow-up and timelines.

ARTICLE XXVIII **HEALTH AND SAFETY**

Principles of Health and Safety. The Corporation and the Union recognize the importance of a safe working environment, promoting occupational health and accident prevention, and the general elimination of hazards to health and safety in the work place.

Pursuant to its current Health, Safety and Transportation Management Plans, the Corporation will continue to promote the health and safety of employees while at work and agrees to comply with all applicable federal and state laws pertaining to the health and safety of employees.

Health and Safety Committee: With regard to the Corporation's existing Health and Safety Committee ("Committee"), the Union shall have three (3) representatives who will serve on the Committee. The Union shall designate the three (3) employees, provided that each employee representatives from a different department program or service.

The Committee shall meet upon request but not more frequently than quarterly to discuss work area safety related items or concerns that are placed on the agenda by any committee member that are pending, or have come to the Committee's attention from other employees or sources. It shall also be appropriate for either party to raise emergency health and safety concerns at the Labor Management meetings as set forth in Article XXVII.

Joint minutes shall be recorded of all Committee meetings and copies distributed to both the Union and the Corporation.

No Union representatives to the Committee shall lose time or pay for attending a meeting provided for under this Article.

Workplace Violence Prevention: Employees will be notified to the extent possible if a client poses a known risk of harm. Employees shall not be required to work alone in unsafe situations. Should an employee have reason to believe he/she is in a situation that is unsafe or

he/she is assigned a task that he/she has reason to believe is unsafe, he/she may request assistance from a supervisor or co-worker. The Corporation shall provide the requested assistance in response to all reasonable requests, and if assistance is unavailable, the employee may reschedule or delay completing the assignment until assistance is available.

Initial assessments shall be completed before a client is assigned to any program or service or residential facility when practicable. All initial meetings between clients and employees shall be conducted at a Corporation facility or another safe environment.

The Corporation shall continue its practice of training employees on how to identify and defuse potentially violent situations, and employees shall be trained in self-protection through Crisis Prevention Institute (CPI) or other related self-protection/crisis prevention training.

In the event of workplace violence, the Corporation shall continue its practice of providing support for employees through its Employee Assistance Program (EAP). Employees shall be provided Work Related Emergency Leave as set forth in Article XVI, as well as any other benefit to which they are entitled under this Agreement and/or the law.

ARTICLE XXIX **TERMINATION**

This Agreement shall become effective as of the date of execution hereof and shall remain in effect until 11:59 P.M., June 30, 2023. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) days prior to June 30, 2023, or any June 30, thereafter that it desires to modify or terminate this Agreement.

Written notice shall be addressed as follows:

To the Corporation:

Grand Prairie Services
17746 Oak Park Avenue
Tinley Park, Illinois 60477
Attention: Vice President, Human Resources

To the Union:

Service Employees International Union, Local 73
300 S. Ashland Avenue
Suite 400
Chicago, Illinois 60607
Attention: President

IN WITNESS WHEREOF, the Union and the Corporation by their authorized officers or agents have executed this Agreement.

CORPORATION:

UNION:

GRAND PRAIRIE SERVICES

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73**

By: _____

By: _____

Title: Vice President, Human Resources

Title: _____

By: _____

By: _____

Title: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

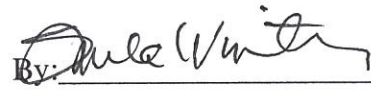
EXHIBIT A

Schedule of Benefits

IN WITNESS WHEREOF, the Union and the Corporation by their authorized officers or agents have executed this Agreement.

CORPORATION:

GRAND PRAIRIE SERVICES

By: 

Title: Vice President, Human Resources

By: 

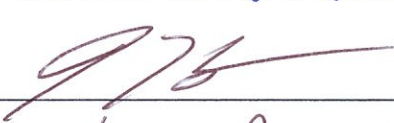
Title: Union Liaison

UNION:

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 73**

By: 

Title: SECRETARY - TREASURER

By: 

Title: Union Representative

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____