

Labor Agreement
Between
Illinois MENTOR Community Services, inc by Sevita
And
Service Employees International Union-
Healthcare Illinois and Indiana

April 10, 2023-March 31, 2026

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Article 1 - Table of Contents

Section 1. The parties agree that the labor agreement will contain a table of contents that lists each Article number, title and the appropriate page number.

Article 2 - Union Recognition

The Employer recognizes the Union as the exclusive bargaining representative of employees in the following bargaining unit.

All full-time and part-time Direct Support Professionals (DSP) employed at or assigned to the Employer's waived group home facilities located in Illinois; excluding: all other employees, guards and supervisors as defined in the Act.

Only those employees listed above shall be covered by this Agreement. Any other employee of the Employer shall not be part of the bargaining unit and shall not be covered by this Agreement. Relief/PRN employees shall be covered by the appropriate sections of the agreement, provided that they work a shift at least every 30 days.

Article 3 - Union Security

Section 1 Effective upon ratification, it shall be a continuing condition of employment with the Employer that all employees covered by this Agreement shall be and remain members in good standing in the Union or pay a representation fee to the Union to the extent permitted by law. For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he tenders her or his periodic dues uniformly required as a condition of membership.

Section 2 New employees, after completing their first thirty (30) calendar days of employment, shall become and remain members in good standing with the Union or pay a representative fee to the Union to the extent permitted by law.

Section 3 Starting not earlier, than the first pay period of the first full month of employment, after completing their first thirty (30) calendar days, and upon receipt of a voluntary authorization from an employee, the Employer shall deduct each month from the wage dues or representation fees as fixed by the Union. The amount to be deducted must be the same amount of the same percentage for each bargaining unit employee. The Union shall submit to the Employer a copy of the completed authorization form prior to the deduction of regular monthly dues. The authorization required by this Section may be executed electronically, including audio files.

Section 4 The Employer shall not be obligated to make deductions of any kind from any employee, who, during the pay period in which the dues are deducted from the employee, shall have failed to receive sufficient wages to equal the deductions.

Section 5 Except as provided herein, an employee who fails to join the Union, maintain Union membership or pay a representation fee shall, to the extent permitted by law, within thirty (30) calendar days following receipt of a written demand from the Union to the Employer requesting discharge, be discharged if during such period the required dues and/or representation fees have not been tendered.

Section 6 The Employer shall remit to the Union via electronic transmission method determined by the Employer to an electronic location identified by the Union in writing, all deductions for union dues or representation fees made from the wages of employees for the preceding month, along with a list of the employees from whom the deductions were made and the amount of the deduction.

Section 7 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of any of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee arising from deductions made by the Employer hereunder, including the costs of defending against such, and any request made the Union to discharge any employee for failure to comply with the employee's obligations under this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Article 4 - Management Rights

Section 1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including, but not limited to the rights: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to utilize part-time, per diem, and temporary employees to perform bargaining unit work; to hire employees, determine their qualifications and assign and direct their work; to assign bargaining unit employees to non-bargaining unit positions; to promote, demote, transfer and layoff employees; to set the standards of productivity and the services to be rendered; to determine an employee's ability to perform assigned work in a satisfactory manner without the benefit of training; to evaluate and set performance standards and expectations; to determine the form of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, procedures, means and facilities by which operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked and the work week; to require, schedule and assign overtime work; to establish and change work schedules and assignments; to use independent contractors to perform work or services or to subcontract regardless of whether the work or service is bargaining unit work or this results in the reduction of bargaining unit positions; to close down, relocate, or sell the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks as requested by the Employer and as required by licensing and regulatory agencies including, but not limited to, the Illinois Department of Human Services; to establish new job classifications and to determine job content; to determine qualifications for a job classification or position; to control and regulate the use of machinery, technology, facilities, equipment and other property of the Employer; to introduce new or improved service, testing and maintenance methods, materials,

technology, machinery and equipment, regardless of whether this results in the reduction of bargaining unit positions; to establish, issue, amend, revise, maintain, and enforce policies, rules, regulations and practices; to establish and enforce standards concerning mistreatment, abuse, neglect, exploitation or other matters pertaining to individuals served; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer, provide care to the individuals served by the Employer, and to direct the Employer's employees. This enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated.

The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. No rules, customs, past practices or agreements, other than those expressly contained herein, shall limit or restrict the Employer's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs, past practices, or agreements which limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an employee may perform or, in any other way, the Employer's right to manage its business shall be permitted.

Section 3. In recognition of the Employer's need for operational flexibility, supervisors, per diem employees, temporary employees, other non-bargaining unit personnel and/or outside contractors also may perform work normally performed by employees covered by this Agreement.

Section 4. No rules, customs, past practices or agreements, other than those expressly contained herein, remain in effect. The Employer shall not be required by any provision of this Agreement to continue any such rules, customs, past practices, or agreements in whole or in part except as the Employer, in its sole discretion, may elect to do so.

Section 5. The Employer and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration, administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon herein.

Article 5 - No Discrimination

Section 1. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religion, national origin, age, sex, disability, sexual orientation, gender identification, the proper exercise of their rights guaranteed by the National Labor Relations Act, as amended, or any other basis protected by applicable federal, state, or local law.

Section 2. Management and employees will be treated with dignity and respect.

Section 3. The provisions of Section 1 of this Article are subject to the Grievance and Arbitration provisions of this Agreement or to procedures under applicable law, but not both. As a result, if any employee(s) brings an action in any other forum alleging discrimination on any basis, the Union will not pursue a claim of discrimination on behalf of the employee(s) under the grievance and arbitration procedures of this Agreement and will withdraw any pending grievance and/or demand for arbitration if necessary.

Section 4. Alleged violations of Section 2 of this Article may be addressed through the grievance procedure, but not arbitration. If the dispute is not adjusted during the grievance procedure, it may be addressed by the Labor Management Committee.

Article 6 - Employee Classification

Full-time – Employees who are regularly scheduled to work at least 30 hours per week on average.

Part-time – Employees who are regularly scheduled to work an average of fewer than 30 hours per week. The actual hours worked of part-time employees will be reviewed within thirty (30) days of the effective date of this Agreement and no less than annually thereafter and the employee will be given the opportunity to be moved to full-time if they have averaged more than 30 hours per week over the preceding twelve (12) months.

Relief/PRN – Employees engaged to work when needed who can accept or reject hours of work offered to them. Any relief/PRN employee will be automatically terminated if no hours are worked for thirty (30) days, and such termination will not be subject to the grievance and arbitration procedure. The actual hours worked of relief/PRN employees will be reviewed within thirty (30) days of the effective date of this Agreement and no less than annually thereafter and the employee will be given the opportunity to be moved to full-time if they have averaged more than 30 hours per week over the preceding twelve (12) months. Relief/PRN employees shall receive benefits under this Agreement and be subject to the provisions of this Agreement only where specifically referenced therein.

Article 7 - No Strikes – No Lockout Provision

Section 1. In consideration of the Employer's commitment as set forth in Section 3 of this Article, the Union, its officers, agents, representatives, stewards, committee members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, picketing, or any interference with or interruption of work at any of the Employer's operations.

Section 2. The failure or refusal on the part of any employee to comply with the provisions of this Agreement shall be cause for immediate discipline, including discharge, at the sole discretion of the Employer.

In any arbitration proceeding contesting discipline imposed on an employee under Section 1 of this Article, the arbitrator's jurisdiction shall be limited to determining whether any conduct prohibited in Section 1 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 1. If the arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 1, the arbitrator shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by the Employer.

Section 3. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out employees.

Section 4. In the event of an alleged violation of Section 1 or Section 3 of this Article, the Employer or the Union, respectively, may immediately apply to a court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation.

Section 5. In addition to any other remedy set forth in this Article, the Employer, or the Union, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction located within the state of Illinois, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article. The remedies set forth in this Article are not exclusive, and the Employer or the Union may pursue whatever other remedies are available at law or equity.

Section 6. Upon notice from the Employer of any employee's violation of Section 1, the Union, as soon as reasonably possible but in no event more than one day, shall: publicly disavow such action, go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current labor agreements and direct that the participants return to work, and advise the Employer in writing that such action by employees has not been called or sanctioned by the Union. If the Union takes the actions specified in this Section, and no officers or agents of the Union take any actions or make any statements to the contrary, the Union shall not be liable for actions taken by employees of the Employer alleged to be in violation of this Article.

Article 8 - Seniority

Section 1. Seniority is defined as the date the bargaining unit employee became employed with the Employer. In the case of employees who became employed as the result of Employer's acquisition of their prior employer, Employer will recognize the employee's hire date with the prior employer for purposes of determining seniority.

Section 2. Employees will lose all seniority for any of the following reasons:

- (a) Resignation or discharge for just cause;
- (b) Retirement or death;
- (c) The employee is absent for three (3) consecutive scheduled work days without notifying the Employer;

- reason;
- (d) Continuous absence from work for six (6) months regardless of
 - (e) Layoff for a period of twelve (12) months;
 - (f) Acceptance of non-bargaining unit position;
 - (g) Failure to return to work at the expiration of an authorized leave of absence or approved extension thereof; or

(h) Failure to notify the Employer within three (3) days after a recall notice is delivered or failure to report to work within three (3) calendar days of such notice. Notice of recall may be sent by e-mail, certified mail, hand delivery, or overnight courier to the most recent address on file with the Employer. The method of delivery of Notice of recall shall be at the Employer's sole discretion. All employees are responsible for ensuring that the contact information on file with the Employer is accurate and current.

Section 3. An employee who is rehired into a bargaining unit position within one year of their termination for failure to return from a leave of absence will have their original seniority restored, adjusted for the period of time they were not employed with the Employer.

Section 4. Probationary period

(a) Employees will be on probation for the first three (3) months after hire by the Employer, provided that employees are required to complete at least 480 hours worked before completing probation.

(b) Upon satisfactory completion of the probationary period, seniority will be credited from the date of hire. During the probationary period, the Employer may discipline, discharge, transfer, or take other action toward the employee for any reason in the sole discretion of the Employer and such action is not subject to the grievance or arbitration provisions of this Agreement.

(c) The Employer may extend the probationary period for any employee an additional 30 days with the agreement of the Union, and for any additional period to which the Employer and Union may agree. The Employer's decision to extend the probationary period for any employee shall not be subject to the grievance and arbitration procedure of this Agreement. The Employer may waive or shorten the probationary period on a case-by-case basis, at its sole discretion.

Section 5. Layoff and Recall

(a) When the Employer determines a layoff is necessary, the Employer shall notify the Union no less than fourteen (14) days prior to the effective date when practicable and shall inform the Union of the expected location(s) and number of employees to be affected. Upon request, the Employer shall meet with the Union within seven (7) days to discuss the layoff. The following procedure shall be used for any layoff:

(i) The Employer shall notify all affected employees of the impending layoff at least seven (7) days prior to the effective date. The Employer will notify affected employees of vacant bargaining unit positions at that time.

(ii) The Employer shall follow the layoff order below:

1) Probationary employees at the location where the reduction will occur will be laid off first.

2) Non-probationary, part-time employees at the location in which the reduction will occur will be laid off in order of their seniority, the least senior laid off first.

3) Non-probationary full-time employees at the location in which the reduction shall occur shall be laid off next in order of their seniority, the least senior laid off first.

(b) If the Employer wishes to hire employees for the location in which there was a layoff, it will first offer the position(s) to any bargaining unit employee who was laid off from that location and who continues to have seniority rights and who is capable of performing the work. Employee(s) shall be recalled in the reverse order of their lay-off. Any employee(s) who is recalled under this process shall return at the applicable rate of pay at the time of recall. An employee's disciplinary record upon recall will be the same as it was at the time of layoff.

(c) An employee laid off pursuant to this procedure shall be eligible to bid on temporary work pursuant to Section 8 in "Hours of Work" Article and for permanent work pursuant to "Transfers and Vacancies" Article so long as they retain seniority pursuant to Section 2(e) of this Article.

Section 6. The Employer shall provide to the Union with a seniority list within thirty (30) days of the effective date of this Agreement which includes the name, date of hire, address, telephone number (where available), and employee status (full-time, part-time). Thereafter, the Employer will provide a seniority list to the Union electronically every six (6) months upon request.

Article 9 - Individual Confidentiality

As the Employer is required by contract to maintain and protect the confidentiality of its individuals, the Union and Employees agree to observe and assist in protecting and maintaining such confidentiality under any and all circumstances. Employees who fail to maintain individual confidentiality shall be subject to discipline up to and including discharge in accordance with Article 15 "Discipline and Discharge" of this Agreement.

Article 10 - Union Representatives and Solicitation

Section 1. For purposes of representation and mutual administration of the contract, the Union may designate stewards from among its members employed by the Employer. The Union will notify the Employer within five (5) days of when a steward has been designated.

Section 2. Time spent by any employee on business related to the Union including investigating or handling grievances or potential grievances shall be off the clock and shall not interfere with his/her work or that of another employee, provided that the Employer shall compensate Union stewards at their regular rate of pay for meetings that the Employer asks them to attend on behalf of the Union during their scheduled working hours.

Section 3. The unauthorized presence of an employee at an Employer facility is prohibited. The Employer, however, shall cooperate with the Union in making arrangements for a steward to visit a facility where necessary to investigate a grievance, provided that it does not infringe on the privacy rights of the individuals being served at that facility.

Section 4. No employee may engage in solicitation of any kind while either the employee who is soliciting is on working time or the employee(s) who is being solicited is on working time. No employee may distribute literature during working time or in working areas.

Section 5.

(a) Any employee elected or appointed to an office or position in the Union shall be granted a leave of absence for a period of continuous service with the Union not to exceed two (2) years. However, the leave may exceed two (2) years in cases where the term of office exceeds this period. Thirty (30) days written notice must be given to the Employer before the employee takes leave to accept such office or position, or before such employee returns to work. Such leave of absence shall be without pay. Seniority shall continue to accrue at the same rate of their accrual immediately preceding the leave. The Employer will not guarantee the employee their same work location or same hours, but shall make a good faith effort to schedule the employee with a comparable assignment and schedule. If the Employer determines such leave will harm individuals being served, the Employer can deny a leave request to the employee serving the affected individual, until the Employer can find a substitute.

(b) A leave of absence without pay shall also be granted to an employee for no more than ninety (90) days to conduct Union business provided fifteen (15) days written notice is given. The Employer will not guarantee the employee their same work location or same hours, but shall make a good faith effort to schedule the employee with a comparable assignment and schedule. At no time can there be more than one (1) employee on Union leave at the same time. If the Employer determines such leave will harm individuals being served, the Employer can deny a leave request to the employee serving the affected individual, until the Employer can find a substitute. If more than one leave of this kind is taken per year by the same employee, the second or additional leave request shall be at the sole discretion of the Employer.

Article 11 - Policies and Procedures

Bargaining unit employees are subject to the Employer's policies and procedures, as modified by the Employer from time to time in its sole discretion, including, but not limited to, the Drug and Alcohol Policy, any and all COVID-19 or other health and safety related policies, and the mandatory arbitration policy. Bargaining unit employees are also subject to all other federal, state, and local regulatory requirements.

The Employer may make reasonable changes to these policies, procedures, and rules, provided that the Employer will notify the Union of material changes at least fourteen (14) days in advance of such changes and will meet and discuss with the Union upon request during that 14-day period about such changes.

Article 12 - Transfers and Vacancies

Section 1. All vacancies in bargaining unit positions will be posted on the Employer's careers website. Any employee interested in being considered for the position may submit an application for the position in accordance with the Employer's application process. Employees who express interest in the position shall be considered in light of their skill, experience, qualifications, and work record. All factors being relatively equal, the position shall be awarded to the most senior employee.

Section 2. Employees who voluntarily transfer to another position in the bargaining unit may return to their former position within twenty (20) work days if the position is still available.

Article 13 - Hours of Work

Section 1. No provision in this Agreement shall be construed as a guarantee of any minimum hours of work or as a limitation of the number of hours of work that the Employer may require. The Employer has the right to hire, schedule, and assign employees; to change those schedules; and to require mandatory overtime. Employees shall be paid their hourly rate only for hours actually worked.

Section 2. For the purpose of computing weekly overtime, the regular workweek will be Sunday through Saturday, or such other workweek as designated by the Employer. Overtime at the rate of time and one-half the employee's straight time hourly rate shall be paid for all hours actually worked over forty (40) hours in any work week. Leave time, whether paid or unpaid, shall not be counted as time worked for purposes of calculating overtime. There shall be no pyramiding of overtime or other premium pay (this "no pyramiding" rule means no employee will be paid more than one and a half times his/her base hourly rate of pay for any hours worked).

Section 3. Call In. Any employee who is unable to report to work due to illness or any other reason must inform his/her direct supervisor or other designated individual as specified by the Employer by telephone at least eight (8) hours prior to the beginning of the work shift for which he/she is scheduled to report, except in emergency situations which by their nature do not allow for timely notification. In such emergency situations, employees must give as prompt notice as practical. Failure to call in as required may result in disciplinary action. If an employee is unable to reach a supervisor or manager, the employee is to leave a message and follow any other directions for calling in provided by their supervisor or Area Director.

Prior notification of absence does not establish whether or not the absence is excused.

In accordance with the Employer's policies, it reserves the right to require an employee to submit a physician's certificate and release in the event of repeated absences for medical reasons or in the event of unscheduled medical absences exceeding three (3) or more days.

Section 4. Relief from Duty. Employees shall be relieved of duty at the end of their scheduled shift when their replacement arrives or when given permission by their Program Supervisor or Program Director. The employee on duty shall immediately advise his/her Program Supervisor (or Program Director if the Program Supervisor is unavailable) if the relief staff has not arrived as scheduled. The Employer reserves the right to require employees to remain at work in the event their replacement has not arrived or until coverage can be arranged.

Section 5. Early Arrivals/Late Departure. An employee who reports prior to their assigned starting time and departs after their assigned quitting time to allow time for reasons of personal convenience shall not be entitled to compensation for the early arrival or late departure, but such employee shall not be required to start work before their assigned starting time or to work after their assigned quitting time merely by reason of being on the premises. Employees must not arrive more than 15 minutes prior to the start of their work day or leave more than 15 minutes after the end of their work day without supervisor approval. Employees on the premises for reasons of personal convenience shall not cause a disruption in the workplace.

Section 6. Trading Shifts. Employees may trade schedules with each other within the same job classification provided the request is made in writing to the supervisor at least 72 hours in advance and is approved by the supervisor. Increased overtime for either employee as well as the particular needs of the Individual being served may be reasons for denying the request. If a trade is approved, the employee who agreed to work the shift is subject to the absentee policy for that shift.

Section 7. Employees may be assigned to work at multiple locations or transferred between locations based on the Employer's staffing needs and the needs of individuals being served.

Section 8. When shifts become available on a temporary basis (e.g., call offs), they will be posted on Dayforce and/or communicated to employees via group messaging whose primary assignment is at the location with the available hours and who are qualified to fill the open shift. If the shift becomes open less than forty-eight (48) hours before the start of the shift, Employees who volunteer to work will be selected for the shift on a first-come, first-serve basis. If the shift becomes open at least forty-eight (48) hours in advance of the start time, preference will be given to the most senior employee who volunteers, provided that if the shift would put that employee into overtime hours, the shift may be assigned first to an employee for whom it would not be overtime hours in order of seniority. Management may make open shifts available to employees at other homes if there are no volunteers from the location with the available shift on a first come-first served basis. Management reserves the right to mandate overtime if no employees volunteer for the shift, starting with the least senior employee and then on a rotating basis.

Section 9. When a schedule is vacated on a permanent basis (e.g., quit or retirement), the Employer shall offer that schedule to the remaining employees assigned to the home as their primary location by seniority and then to

employees who regularly work in that home (meaning that they have worked twenty (20) or more hours in the preceding two (2) pay periods) by seniority. The Employer may fill any schedules that remain open thereafter in accordance with existing procedures or as otherwise provided by this Agreement.

Section 10. If the Employer decides to adopt a new set of work schedules for one or more facilities, it shall follow the following procedures for staff to pick their individual schedule by seniority. This procedure shall not apply if the only change being made is to the times of the schedules (for example, changing the day shift from 7 a.m. – 3 p.m. to 8 a.m. to 4 p.m.).

a. Employees who are regularly assigned to the home and those who have worked twenty (20) or more hours in the preceding two (2) pay periods will be provided the opportunity to bid on the new schedules by seniority by ranking each schedule option in order of preference on a form to be provided by the Employer.

b. Employees may select only those full-time and part-time schedules listed (not individual daily schedules), except that employees may combine part-time schedules (which combined make up a full-time schedule), provided that it does not result in employees being scheduled to work seven (7) or more straight calendar days. Employees may not combine part-time schedules that, combined, would give them more than forty (40) hours in the week.

c. The employee with the most seniority shall receive his/her top-ranked schedule (or part-time schedules if combined). The employee with the next most seniority shall receive his/her highest ranked schedule(s) from the remaining schedules, and so on until all schedules are filled. If any schedules remain unfilled after all eligible employees' selections have been considered, the Employer shall assign the unfilled schedules among the employees whose selections could not be granted in order of seniority. In assigning schedules by order of seniority, employees whose primary assignment is in the home shall be given preference over other employees who are not primarily assigned to the home.

d. Employees must return their selection forms to their program supervisors no later than one week from distribution of the schedule. If an employee fails to return the form, management shall assign the employee a schedule from those remaining after all other eligible employees' selections have been granted.

e. Employees will be notified of their schedule assignment and the effective date. The new schedule will take effect no earlier than fourteen (14) days after the assignments are announced. Once schedules have been assigned according to the above process, employees' schedules shall remain fixed, except as otherwise provided in this Agreement and except that the Employer is able to make adjustments to start and end times based on the needs of the individuals being served.

Article 14 - Work Assignments

In its sole discretion, the Employer may assign non-bargaining unit employees, including supervisors or managers, to perform bargaining unit work, and may also assign bargaining unit employees to perform non-bargaining unit work.

Article 15 - Labor-Management Relations Committee

Section 1. The Employer and the Union shall establish a Labor-Management Relations Committee to consider matters affecting the relations between the Employer, the Union and the employees; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance.

Section 2. The Committee shall be composed of up to five (5) Union representatives and up to five (5) representatives of management.

(a) The Committee will be co-chaired by a representative of the Union and a representative of the Employer.

(b) The Committee may meet no more than quarterly, but no less than once per calendar year, at a time mutually convenient to the Union and the Employer.

(c) Efforts shall be made to schedule Committee meetings so that employee members of the Committee are not on duty when Committee meetings occur.

(d) The co-chairs of the Committee will prepare an agenda to be presented to the Committee at least five (5) working days prior to the scheduled meeting.

(e) The Committee has no authority other than to recommend appropriate suggestions or solutions to problems identified and agreed upon by the co-chairs.

Article 16 - Discipline and Discharge

Section 1. No employee may be disciplined or discharged without just cause. An employee may be discharged without prior notice for serious acts of misconduct, including, but not limited to: abuse, neglect, or exploitation of an individual being served; dishonesty; falsification of work or time records; theft; sleeping on the job; insubordination; assault; threats; fighting at work; possession of drugs or alcohol or reporting to work under the influence; recklessness that causes a serious accident while on duty; failure to report an accident or incident involving an individual being served; divulging confidential information about the Employer or an individual served; intentional or grossly negligent destruction or damage to the Employer's property; or violation of a regulatory or safety rule. Committing a serious act of misconduct shall constitute just cause for immediate discharge.

Section 2. In all other instances, the Employer shall have the right to impose discipline, including verbal warning, written warning, suspension or discharge, for just cause. The Employer will follow this progression, but may skip steps depending on the nature and severity of the misconduct. If the Employer chooses to impose discipline less than discharge for a particular occurrence of any offense, that imposition of lesser discipline shall not constitute a waiver by the Employer of its right to impose discharge for any subsequent occurrence of the same or similar offense.

Section 3. Discipline or discharge for abuse, neglect, or exploitation of an individual being served, or for a violation of a federal, state, or local regulatory requirement, shall not be subject to the grievance and arbitration procedure, if any third party or regulatory body finds that the offense occurred.

Section 4. A request or direction by a third party, such as an individual served, an individual served's family member/guardian or representative, funder, or regulatory body, to transfer or cease the services of an employee shall not be subject to the grievance and arbitration procedure. Documentation of the request will be provided if the request is made in writing. If the request was not in writing, the request will be confirmed by the Regional Director or their designee who will provide documentation of their confirmation to the Union upon request.

Section 5. Where a third party investigation concludes that a claim against an employee is unsubstantiated, such determination shall not by itself constitute grounds for reinstatement if the Employer otherwise has just cause for discharge.

Section 6. Verbal warnings may be processed through the grievance procedure, but are not subject to arbitration.

Section 7. Notices of disciplinary action shall be placed in the employee's personnel file and a copy shall be made available to the employee. The employee shall be offered the opportunity to sign the document indicating that they have seen it. The Employer shall allow employees inspection of their personnel files with reasonable notice and at reasonable times. Employees shall have the right to submit written responses to disciplinary actions up to twice the length of the item being replied to or two (2) pages, whichever is longer replying, which shall also be maintained in the personnel file.

Article 17 - Grievance Procedure/Arbitration

Section 1. A grievance is an allegation that the other party has violated an express provision of this Agreement.

Section 2. In the event that a grievance is brought by the Employer, it may be initiated directly at Step 2 with the Union Representative, and in the event it is not resolved, it may be referred to arbitration (as hereinafter set forth) by the Employer.

Section 3. In the event that the Union or an employee covered by this Agreement has a grievance, it shall be treated in the following manner:

Step One. Before seeking to file a written grievance, employees, in the case of employee grievances, must discuss the alleged violation with their Program Director or Area Director to try to resolve any issue informally.

Step Two. If not resolved at Step One, a grievance shall be presented in writing by the Union to the Area Director or his/her designee for adjustment within fifteen (15) calendar days following the day the grievant(s) either knew or had reason to know of the event giving rise to the grievance. The grievance will be submitted on a mutually-agreed upon form and it shall state the specific article alleged to have been violated and shall specifically name the individual employee(s) or explicitly defined class of employees affected by the alleged violation. The Area Director or his/her designee shall answer in writing within seven (7) calendar days of receipt of the grievance.

Step Three. Within five (5) calendar days of receiving an answer from the Area Director or his/her designee (or within five (5) calendar days from the date the Employer's response was due if the Employer fails to provide a timely response at Step One), the Union may seek further adjustment by presenting a written grievance appeal to the applicable Regional Director or his/her designee.

The Regional Director or his/her designee shall have a meeting with the designated representative of the Union, and the aggrieved party or parties if appropriate, at a time to be mutually agreed upon, before answering or adjusting the grievance. Such a meeting shall be scheduled within ten (10) calendar days from the date of filing of the appeal. The Regional Director or his/her designee will answer in writing within seven (7) calendar days of the meeting.

Section 4. Any grievance that is not presented or appealed within the time periods specified in this Article shall be forfeited and waived by the aggrieved party and the Union. The Employer's failure to respond within the prescribed time periods at any step of the grievance procedure shall be deemed to be a denial of the grievance and shall trigger the start of the time for the Union to proceed to the next step of the grievance process, if it chooses to do so. All time limits may be extended by written mutual agreement of the parties.

Section 5. Except as expressly stated to the contrary in this Agreement, the grievance and arbitration procedure of this Agreement shall be the sole and exclusive means available for resolving grievances arising under this Agreement.

Section 6. Any grievance that has been properly processed pursuant to the grievance procedure as set forth in this Article and has not been resolved at the conclusion thereof, may be referred to arbitration before the American Arbitration Association for resolution under the Labor Arbitration Rules then in effect by the Union filing a Demand for Arbitration with the American Arbitration Association and serving written notice, which may be by email, upon the HR Director, both within fifteen (15) calendar days after the completion of Step Three of the grievance procedure. If the Union fails to file with the American Arbitration Association and/or serve such notice on the Employer of its intent to arbitrate within the time limitation, the grievance shall be

considered abandoned. No individual employee shall have the right to invoke the arbitration procedure with regard to such grievance.

Section 7. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne solely by the losing party if that party filed the demand for arbitration, provided that the parties first pay their filing fee required by AAA.

Section 8. The award of an Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 9. The Arbitrator shall have jurisdiction only over grievances after the completion of the grievance procedure. He or she has no power to add to, subtract from or modify in any way the terms of this Agreement. The Arbitrator shall have no authority to award punitive or exemplary damages. The Arbitrator shall have no power or jurisdiction to base the award on any alleged practice or oral agreement, but may consider such evidence to interpret express language if the Arbitrator finds the language is ambiguous.

Section 10. The Arbitrator shall have the authority to award relief only as to those individuals who are specifically identified by name or in the explicitly identified class in the written grievance as interested parties directly affected by the contract violation alleged in the grievance.

Section 11. If the discipline, suspension or discharge of an employee results from conduct relating to an individual served, and the individual served or their guardian/family/friends does not appear at the arbitration, statements or information provided by the individual served or their guardian/family/friends will be admissible in the same manner as if the person had appeared and testified and the arbitrator shall determine the weight to be afforded to the evidence in the same manner as the arbitrator determines the weight to be provided any other evidence.

Section 12. The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Employer and the Union.

Section 13. Should it be determined that an employee, other than a probationary employee, was disciplined or discharged without just cause, the employee may be restored to the employee's former status if appropriate; provided, however, that the Employer shall have the right to credit against any back pay awarded, any earnings, or remuneration received by the employee during the period involved, including unemployment compensation payments. The Union and employee shall cooperate in providing the Employer such interim earning information upon the Employer's request. Employees are not eligible for back pay for any period they were out of work during an investigation conducted by, or at the direction of, a third party.

Section 14. Any order of reinstatement by an arbitrator shall be contingent on the employee's successful completion of all required background checks, training or other pre-hire requirements required by law or regulation. Any employee who fails to satisfy

these requirements shall not be reinstated and any back pay owed the employee shall cease as of the date that the employee is first found not eligible for reinstatement.

Section 15. Transfers, reassignments, or removals from an assignment or the workplace at the request of an individual served, the request of the individual served's guardian or representative, or at the request of a third party with authority to make such a request, shall not be subject to the contractual grievance and arbitration provisions, provided that the documentation of the request is provided in accordance with Article 15 Section 4.

Article 18 - Wages

Section 1. Effective the first full pay period following ratification, the minimum starting wage rate for all DSPs shall be \$16.05 per hour.

Section 2. The wage rates for all covered employees with seniority dates on or after January 1, 2018 shall increase by \$.80 per hour effective January 1, 2023. The wage rates for all covered employees with seniority dates before January 1, 2018 shall increase by \$1.00 per hour effective January 1, 2023. These increases will be added to the wage rate received by the employee as of the effective date of the date of implementation. These increases will be implemented the latter of the first full pay period following payment of the higher reimbursement rate by the State of Illinois or the first full pay period following ratification.

Section 3. In the event the State of Illinois increases reimbursement rates to the Employer for work performed by employees covered by this Agreement during the term of this Agreement, either party may reopen this Agreement by providing 30 days' notice to the other for the sole purpose of negotiating any discretionary aspect of the wage rates for bargaining unit employees after the State receives any required federal approval for the increase. In the event that this Agreement is reopened, the remaining provisions of this agreement, including Article 7: NO STRIKE, NO LOCK OUT, shall remain in full force and effect, provided that if no agreement is reached within 90 days of the latter of the date the agreement is reopened or the date that the funds are released by the State, the provisions of Article 7: NO STRIKE, NO LOCK OUT will be suspended until an agreement is reached on the issue of wage rates.

Section 4. If the minimum wage required by law is increased, the Employer will implement such increase as required by law.

Article 19 - Paid Time Off

Section 1. Full-time employees shall receive the following paid time off (PTO) benefit based on seniority:

Years of Service	Benefit
0 < 1 Year	40 Hours
1 < 5 Years	80 Hours

5 + Years

120 Hours

Section 2. PTO must be scheduled two or more weeks in advance. PTO must be requested through the Employer's human resource information system (currently Dayforce), as well as by notifying the Program Supervisor. Except as provided herein, the accrual and use of PTO will be subject to the Employer's rules applicable to non-represented DSPs of the Employer or its affiliated entities.

Article 20 - Holidays

Section 1. The Employer shall recognize the following days as paid holidays:

- Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day

Section 2. Each holiday is defined as a 24-hour period. The 24-hour period starts at 12:01 a.m. on the day of the actual holiday.

Section 3. All employees who work on a holiday will be paid for their hours worked. In addition, employees, except Relief/PRN, who work on a holiday will be paid holiday pay at their base, straight time rate of pay for all hours actually worked on the holiday. This will be labeled as "Holiday Pay" on paychecks.

Section 4. If the Employer adds paid holiday(s) or changes the paid holiday(s) for non-represented DSPs of the Employer or its affiliated entities, except where holiday(s) are added for only certain DSPs where required by applicable law, employees will be eligible for such additional paid holiday(s) or modified holiday(s).

Article 21 - Leaves of Absence

Section 1. Personal Leave: An unpaid leave of absence not to exceed thirty (30) calendar days in a twelve (12) month period may be granted to employees for personal reasons other than an employee's own health condition or the health condition of an employee's spouse or child. Eligibility for and use of this leave shall follow the Employer's policy applicable to hourly, non-bargaining unit employees in the same classification. These benefits may be modified by the Employer from time to time consistent with Article 11 (Policies and Procedures).

Section 2. Medical Leave: An unpaid leave of absence not to exceed sixty (60) calendar days in a twelve (12) month period may be granted to employees for the health condition of an employee or the employee's spouse or child. Eligibility for and use of this leave shall follow the Employer's policy applicable to hourly, non-bargaining unit employees in the same classification. These benefits may be modified by the Employer from time to time consistent with Article 11 (Policies and Procedures).

Section 3. Family and Medical Leave Act: Employees shall be eligible for benefits under the Family and Medical Leave Act (FMLA) in accordance with the Employer's policy applicable to hourly, non-bargaining unit employees in the same classification and applicable law. The policy may be modified by the Employer from time to time consistent with Article 11 (Policies and Procedures).

Section 4. Military Leave shall be granted in accordance with applicable Federal, and/or State and/or local laws.

Section 5. Jury Duty: When the employee's jury duty assignment or subpoena obligation requires them to be absent from their normally scheduled work hours, the employee shall be excused from work. Employees will receive compensation while on jury duty in accordance with the Employer's policy applicable to hourly, non-bargaining unit employees in the same classification and applicable law. The policy may be modified by the Employer from time to time consistent with Article 11 (Policies and Procedures).

Section 6. Other Leaves: Employees shall be eligible for other paid and unpaid leave benefits, including bereavement leave, on the same basis as non-represented, hourly employees of the Employer in the same job classifications. These benefits may be modified by the Employer from time to time consistent with Article 11 (Policies and Procedures).

Section 7. The Employer agrees to grant up to five percent (5%) of bargaining unit Employees up to two specific unpaid leave days per year designated by the Union for the general purpose of public action and lobbying the legislature to increase payments to care agencies such as the Employer and their employees. The Union shall designate in writing to the Employer the Employees who are requesting such leave at least seven (7) calendar days in advance of our Annual Lobby Day, and as much advance notice as possible for additional Lobby Days. Employees may take the day without pay or use any available PTO time.

Leave requests shall take client needs into consideration, but shall not be unreasonably denied by the Employer. The Employer shall communicate promptly with the Union concerning any difficulties in granting leave requests.

The Union shall promptly provide sign-in sheets verifying the Employee's attendance at Lobby Day.

Article 22 - Insurance Benefits

Section 1. The Employer shall offer all full-time employees, the same medical insurance/prescription coverage offered to other non-represented DSPs of the

Employer or its affiliated entities and on the same terms and conditions as such other employees.

Section 2. The Employer shall offer all employees, except Relief/PRN, the same additional benefits, including dental, vision, disability and life insurance, that it offers to non-represented DSPs of the Employer or its affiliated entities and on the same terms and conditions as such other employees.

Article 23 - 401(k)

The Employer shall offer employees the opportunity to participate in the Sevita 401(k) Plan (the “Plan”), or any successor or substitute therefore, on the same terms and conditions that the Employer offers participation to non-represented DSPs of Employer or its affiliated entities.

Article 24 - Business Expenses

Section 1. The Employer shall reimburse employees for all reasonable mileage at the IRS mileage reimbursement rate, tolls, and parking expenses incurred while traveling to conduct company business. Employees must request reimbursement in accordance with the Employer policy, as it may be modified by the Employer from time to time, which shall govern the terms of employee reimbursement for expenses, unless specifically provided in this Article. Employees are solely responsible for any parking fines or fines/tickets for moving violations incurred while operating the Employer vehicles or personal vehicles.

Section 2. When employees use personal vehicles, they are solely responsible for all vehicle-related expenses, including but not limited to maintenance, damage to vehicles, insurance, parking fines, and fines/tickets for moving violations, except as otherwise required by law. Employees who use personal vehicles for business purposes are required to have at least the minimum insurance coverage required by law.

Section 3. Employees who operate any vehicles for business purposes are required to have a valid driver’s license and a satisfactory driving record.

Section 4. The Employer will not reimburse employees for any mileage incurred during their daily commute. The daily commute distance is measured by the shortest route between the employee’s home address and the address of the assigned work location for the day. If the employee is traveling to other locations to conduct company business, the reimbursable amount of the trip will be reduced by the mileage for the daily commute.

Article 25 - Waiver/Savings

Section 1. Waiver: The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of such breach or condition.

Section 2. Savings: In the event any Article, Section or portion of this agreement or the applications of such provision to any person or circumstance is declared invalid by a court of competent jurisdiction or is in contravention of any applicable local, state or federal law, the remaining provisions of this Agreement shall not be invalidated and shall remain in full force and effect.

Article 26 - Modification

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written agreement between the parties hereto.

Article 27 - Scope of Agreement

During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the applicable law imposes an obligation to bargain.

This Agreement revokes all and every previous agreement, practice, privilege and benefit relating to the employees or any one or more of them covered by this Agreement, which were in effect prior to the execution of this Agreement. This Agreement and any amendments or supplements thereto become effective following ratification by the membership.

Article 28 - Term of Agreement


Section 1. This Agreement shall be in full force and effect from the date of ratification until 11:59 p.m. on March 31, 2026, and from year to year thereafter, unless one of the parties to this Agreement serves written notice of its desire to amend or terminate this Agreement upon the other party not less than ninety (90) days before the expiration date or any anniversary date thereafter. Should neither party serve timely notice upon the other party, the Agreement shall automatically renew for twelve (12) months from the expiration date.

Section 2. The Union acknowledges that the facilities of the Employer covered by this Agreement are health care facilities within the meaning of the National Labor Relations Act (“NLRA”) and acknowledges that it is required to provide the notice of its intent to strike or picket provided for in the NLRA for such health care facilities. This requirement shall survive the expiration of this Agreement and any renewal or extension thereof.

Article 29 - Signatures

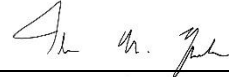
Section 1. In witness whereof, the Employer and the Union have signed this agreement this 10th day of April, 2023.

Illinois Mentor Community Services,
Inc.




State Director

SEIU Healthcare Illinois



Representative



Attorney

Marna Cozart

Bargaining Committee



Bargaining Committee



Bargaining Committee