

**Agreement
Between
Wexford Health Sources, Inc.
And
the International Brotherhood
of Electrical Workers Local
702**

Effective July 1, 2022 to June 30, 2025

**SHAWNEE CORRECTIONAL CENTER
AGREEMENT BETWEEN WEXFORD HEALTH SOURCES, INC. AND IBEW LOCAL 702**

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ARTICLE I INTRODUCTION

Section 1.01 Effective Date

This Agreement shall be effective from July 1, 2022, and shall continue in full force and effect until midnight on June 30, 2025 and thereafter continue in effect from year to year thereafter unless notice of termination, or a request to bargain a successor Agreement is given in writing by certified mail by either party not later than one hundred twenty (120) days prior to June 30, 2022. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be written date of receipt.

Section 1.02 Preamble

This Agreement is made and entered into by and between Wexford Health Sources and their successors and assigns, a Corporation recognized to do business in the state of Illinois, (hereinafter referred to as the “Employer,”) and Local 702 of the International Brotherhood of Electrical Workers, AFL-CIO, (hereinafter referred to as the “Union”). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and other conditions of employment

Section 1.03 Basic Principles

The Employer and the Union have common interests. Therefore, a working system and harmonious relations are necessary to improve the relationship among the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational and common sense methods. Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

Section 1.04 Recognition

The Employer recognizes the Union as the exclusive bargaining representative for all the following job classifications:

- (1) Dental Assistant
- (2) Dental Hygienist
- (3) Licensed Practical Nurse
- (4) Medication Room Assistant
- (5) Staff Assistant
- (6) Radiology Technician
- (7) Registered Nurse
- (8) Psychologist
- (9) Behavioral Health Technician
- (10) Master-level Mental Health Professional, Clinically Licensed
- (11) Mental Health Professional, Non Clinically Licensed
- (12) Medical Records Clerk
- (13) Certified Nursing Assistant - CNA

employed by Wexford Health Sources. Inc., at the Shawnee Correctional Center. This excludes managerial, supervisory and confidential employees.

In the event that the Union acquires members in the above-listed classifications at Illinois Department of Corrections facilities other than Shawnee Correctional Center, such positions shall be covered by the terms of this Agreement. Terms and conditions of employment shall be consistent with this Agreement. The benefit package provided by the Employer for employees covered by this Agreement will become the

benefit package for all new employees, except that wages and benefit time (also known as PTO (holidays, vacation, sick leave and personal leave time, referred to in Article VII of this Agreement only) may be negotiated by impact bargaining as requested by either party.

In the event that new classifications appropriate to the bargaining unit are established, such positions shall be covered by the terms of this Agreement. Terms and conditions of employment shall be consistent with this Agreement. The benefit package provided by the Employer for employees covered by this Agreement will become the benefit package for all new employees, except that wages and benefit time (also known as PTO (holidays, vacation, sick leave and personal leave time, referred to in Article VII of this Agreement only) may be negotiated by impact bargaining as requested by either party.

In the event the parties enter into impact bargaining and are unable to reach an agreement within sixty (60) days from the date bargaining commences, either party may move the outstanding issues to final and binding arbitration at any time thereafter, upon ten (10) days advanced notice. In making a decision on each outstanding issue, the arbitrator shall take into consideration factors, which are normally and traditionally taken into account through voluntary collective bargaining. In the event the parties cannot mutually agree upon the selection of an arbitrator, the selection shall take place in accordance with Step 5 of the grievance procedure provided for in this Agreement.

In the event the parties enter impact bargaining over wages and benefit time, the other terms and conditions of this Agreement, including the No Strike or No Lockout Article, shall continue to be effective throughout such impact bargaining and for the full term of the Agreement already in place.

When deemed necessary by either party a supplementary agreement may be developed for each correctional site covered by this Agreement.

The Employer will not negotiate or handle grievances with any employee organization other than the Union with reference to terms and conditions of employment of employees in the IBEW bargaining unit. When employees or employee organizations other than Union request negotiations or handling of grievances, they will be advised by the Employer to transmit their request to the Union.

Nothing in this Agreement shall interfere with the requirement that Wexford Health Sources shall abide by its Contract with the Illinois Department of Corrections.

Section 1.05 Separability Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Section 1.06 Amend By Mutual Consent

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by both parties.

Section 1.07 Successorship

Should the Employer during the term of this Agreement, sell, subcontract, lease, assign, or transfer all or part of its operations that are covered by this Agreement, the purchaser, subcontractors, lessee, transferee, assignee, receiver or trustee shall be informed by the exact terms of the Agreement and the sale,

subcontract, transfer, assignment or lease shall be conditional on the subcontractor, purchaser or lessee assuming all of the obligations of this Agreement until its expiration date.

ARTICLE II PROCEDURE FOR DISPUTES

Section 2.01 Grievance Definitions - Employees and their managers are encouraged to orally resolve issues and/or concerns prior to filing a formal grievance at step one.

- a. Grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee over the application, meaning or interpretation of this Agreement or arising out of other circumstances of conditions of employment; and;
- b. An employee is entitled to Union representation at each and every step of the Grievance Procedure; and
- c. Probationary employees shall be excluded from the grievance and arbitration process for matters of discipline or discharge.
- d. In order to expedite the resolution of grievances regarding the discharge of employees the parties agree that all grievances over discharges shall be initiated at Step 3 of the grievance procedure.

Section 2.02 Grievance Procedures

Step 1:

An employee and/or the Union shall present in writing to the employee's immediate supervisor as designated by the employer within 5 (five) work days of the date the employee became aware of the occurrence giving rise to the complaint. The grievance should specify the section of the agreement violated and the relief requested. The immediate supervisor or his or her designee shall render a written response to the grievance within five (5) work days after the grievance is presented.

Step 2:

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Regional Administrator/Manager or his/her designee via email to IBEWgrievances@wexfordhealth.com within ten (10) work days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) working days after the grievance is presented to Step 2, the Regional Administrator/Manager shall discuss the grievance with the Union. The Regional Administrator/Manager shall render a written answer to the grievance within ten (10) work days after such discussion is held and provide a copy of such answer to the Union.

Step 3:

In the event the grievance is not resolved in Step 2, or no answer is given within the time specified, the Union may appeal to the VP of Operations or his/her designee in care of the Pittsburgh office via email to IBEWgrievances@wexfordhealth.com within ten (10) work days. A copy of said grievance shall also be sent to the Local Union to the Union's Step 3 Representative.

We are agreeing to delete section 19.5 from the CBA regarding Medical and Mental Health Functional Units, with our counter proposed Wexford Health Sources, MOU.

Step 4:

If the matter is not resolved in step 3, or no answer is given within the time specified, the Union, by written notice to the Employer within thirty (30) days after Step 3 answer or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. If the grievance(s) is appealed to arbitration, representatives of the Union shall contact the Employer to attempt to select

an arbitrator. Unless mutually agreed upon by both parties, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike names from the list, with the first strike determined by coin toss, until one name remains. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a mutually agreeable time and place for the hearing, subject to the availability of the Employer and the Union representatives and shall be notified of the issue(s) where mutually agreed by the parties.

Section 2.03 Arbitration Procedures

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

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

The arbitrator shall act in a judicial, not a legislative capacity, and shall have no right or authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He or she shall only consider and make a decision with respect to the specific issue(s) submitted, and shall have no authority to make a decision on any other issue. In the event the arbitrator finds a violation of the provision(s) of this Agreement specified in the grievance, he or she shall fashion an appropriate remedy.

The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension of the deadline. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding on the Employer, the Union and the employee(s) involved.

The procedure set forth in this Article, with the exception of discrimination claims as provided by law, shall be the sole and exclusive procedure for resolving any employment related issue or grievance, which could have been raised by the covered employee or the Union.

The fees and expenses of the arbitrator shall be borne equally by the parties. The cost of transcripts, where transcripts are mutually agreed to, shall be borne equally by the parties. Where only one party wishes a transcript, that party will bear the cost of producing a transcript, provide a copy for the arbitrator and make a copy of the transcript available to the other party at half the original cost of the transcripts. Each party shall be responsible for compensating its own representatives and purchasing its own copy of the written transcript.

Section 2.04 Time Limits

- a) Grievances may be withdrawn at any step of the grievance procedure without precedent or prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved provided that agreement will not be unreasonably withheld.

Section 2.05 Advanced Grievance Step Filing

Certain issues which by nature, where mutually agreed, are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at an advance step where the action giving rise to the grievance was initiated.

In order to expedite the resolution of grievances regarding the discharge of employees, the parties agree that all grievances over discharges shall be initiated at Step 3 of the grievance procedure.

Section 2.06 Pertinent Witnesses and Information

Upon request the parties shall produce specific documents, books, papers or a list of any witnesses reasonably available and substantially pertinent to file grievance under consideration. Requests for back-documents shall be limited to documents and information within the previous twenty-four (24) months.

Section 2.07 Procedures during Disputes

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until an agreement has been reached or a ruling has been made.

Section 2.08 No Strike No Lockout

The Union agrees that there shall be no strike, slowdown, stoppage, restriction of output, interruption or impeding of work by any or all employees during the term of this Agreement and/or any extensions thereof. The Union further agrees that it will take every reasonable means which are within its power to induce employees engaged in a strike or work stoppage in violation of the terms of this Agreement, to return to work. The Employer agrees that it will not engage in a lockout of the employees subject to IDOC rules and regulations during the term of this Agreement. The Employer and Union further agree that all questions, disputes, or controversies under this Agreement shall be settled and determined solely and exclusively by the grievance and arbitration procedures provided, in this Agreement, rather than through a strike, work stoppage or lockout.

The Union agrees that the Employer has the right to discipline or discharge an employee who violates any provision of the Article. Any discipline or discharge imposed by the Employer for violation of the Article shall be subject to the arbitration provisions of this Agreement.

ARTICLE III SENIORITY, NEW POSITIONS, AND VACANCIES

Section 3.01 Definition

An IBEW-specific seniority date will be established recognizing all uninterrupted service at Shawnee Correctional Center as an IBEW-represented employee (PRN service will not be credited) to be utilized when determining seniority for purposes of filling vacancies, scheduling preferred vacations and the offering or assignment of overtime. Service at any other of Employer's sites not represented by IBEW will not be recognized except for placement on the wage scale and accrual of PTO.

Section 3.02 Accrual and Retention of Seniority

Employees shall accrue and retain seniority while on paid leave but shall retain and not accrue seniority while on unpaid leave or layoff. PRN's will not accrue seniority. If a PRN is a successful bidder on a full-time/part-time opportunity their seniority date will be established as the date the PRN became full-time/part-time. A part-time employee's hire date will be the employee's seniority date; however, full-time employees will always have preference over part-time or PRN employees when seniority is a

determining factor. However, employees who take a reduction from full-time to part-time for continuing education and return to full-time status with the Employer after completing their education shall have their seniority computed based on their original date of hire, as defined in Section 3.01. Employees who go on a leave for continuing education and subsequently promote to a new classification covered by this Agreement shall not be allowed to utilize their seniority for shift bidding for one year after their return. Employees shall accrue and retain seniority in the following circumstances:

- (1) When paid on leave, or on an FMLA leave, with Employer; or
- (2) When employees have seniority terminated under Section 3.03 and are rehired by the Employer or rehired by the employer from any predecessor employer who is a medical contractor with the Illinois Department of Corrections and/or the State of Illinois provided the following conditions are met:
 - (a) The previous date of employment with the employer or any predecessor employer who is a medical contractor with the Illinois Department of Corrections and/or the State of Illinois has not exceeded one year; and
 - (b) Seniority for these employees shall only be used to determine an employee's placement on the step in Schedule A of this Agreement and accrual of PTO and shall not affect any other employee benefits.
- (3) Employees on unpaid leave or layoff shall retain but not accrue seniority.

Section 3.03 Termination of Seniority

Seniority and the employment relationship shall be terminated when a covered employee:

- a) quits, resigns or retires;
- b) is discharged with just cause;
- c) fails to report to work within three (3) days after termination of an approved leave of absence, except where it is impossible for the employee to return and the Employer has been so advised, by the employee and or his/her representative;
- d) fails to report to work for three (3) workdays, unless excused;
- e) is laid off for lack of work for more than twenty-four (24) months;
- f) is a laid off employee who fails to return to work within three (3) work days after recall except where it is impossible for the employee to return and the Employer has been so advised by the employee and or his/her representatives.
- g) is off work for a non-work related injury or illness for a period of two (2) years.

Section 3.04 Probation Period

Newly hired employees, or re-employed employees with terminated seniority shall serve a probationary period of 960 hours worked for full-time and part-time regular employees and 480 hours for PRN employees with the Employer. The probationary period is designed to provide adequate time for each individual to become familiar with the responsibilities and functions of their position as well as give the Employer an opportunity to evaluate the employee's job performance.

During this probationary period, the Employer maintains the exclusive right to discharge or to re-hire, for its own reasons, probationary employees, provided that such re-hire is not for the purpose of extending the probationary period.

An employee discharged and/or disciplined during the probationary period shall not have the right to grieve said discharge and/or discipline. Employees continued in service of the Employer following their probationary period are credited with six (6) months of seniority.

The probation period may be extended for an additional time if both the Union and Employer agree to do so. Probationary employees shall be able to utilize accrued benefit time after three (3) months of service.

Section 3.05 Seniority tie

If the seniority date of two employees is equal, the seniority shall be determined by the alphabetical order of the employee’s surnames and given names at the time of employment.

Section 3.06 New Positions and Vacancies

The filling of all new positions and vacancies shall be done as follows:

- a) A pre-bid form developed by Wexford Health will be maintained by the employer from those employees wishing to pre-bid on a job vacancy up to 4 total bids. The employee will provide one copy to Wexford Health staffing department, one copy to the Union and keep one copy. The pre-bid will be active for up to one calendar year and ending December 31st of each year.

Whenever a job vacancy occurs, a notice of such vacancy shall be posted (in some conspicuous place) for seven (7) calendar days for the initial vacancy and three (3) calendar days for each resulting vacancy, unless otherwise agreed upon. The posting shall include the classification, rate of pay, shift and days off of the vacancy. During this period, employees who wish to apply for the vacancy job (including employees on layoff) may do so. Once an offer is extended and acknowledged by the employee the employee has 24 hours to accept the position or bid will be considered withdrawn.

To apply, employees are strongly encouraged to do so using the Wexford Health on-line applicant tracking system. Time spent creating a profile, searching and applying for open positions is to be “off the clock.”

After acceptance of the offer, the employee has seventy-two (72) hours to withdraw his/her acceptance or otherwise be held to the acceptance of the position.

- b) IBEW members have priority placement over all other bidders.
- c) Employees may bid to fill vacancies and newly created positions according to the following criteria:

- FIRST PRIORITY:** full-time and part-time employees within the classification provided they meet the qualifications.
- SECOND PRIORITY:** full-time employees within the bargaining unit, provided they meet the qualifications.
- THIRD PRIORITY:** all other employees with the bargaining unit, provided they meet the qualifications.

*If two or more people apply and have substantially equal skill and ability, then Seniority shall be followed.

- d) Nothing in this section shall prohibit the Employer from advertising open positions or temporarily Filling open positions with new hires in order to meet operational needs.

- e) An employee moving to a different position, newly created or a vacancy, they will be given a reasonable opportunity to demonstrate their qualifications and ability. If they do not qualify in ninety days, then they shall be returned to their former position.
- f) The Employer can expedite the procedure and forego posting if seniority is exclusively followed. An employee shall have two working days to decide whether to accept a position offered to them. The Steward shall be immediately notified of the results of this process.

Section 3.07 Reduction In Force

When making a reduction in force, the following procedure shall be observed.

- a) Employees who have not completed their probationary period in the department in which layoff is to occur shall be laid off first. If more than one are involved, seniority must be followed.
- b) Part-time employees within the department in which the reduction is to occur shall be laid off second. If more than one are involved, Seniority shall be followed.
- c) Full-time employees within the department in which the reduction is to occur shall be laid off last. If more than one are involved, Seniority shall be followed.
- d) Employees may bump less senior personnel within their own classification provided they have the ability and qualifications sufficient to perform the job. Pursuant to this section, a full-time employee can bump anyone with less Seniority; but a part-time employee can only bump a less senior part-time employee.
- e) When vacancies or new positions occur while employees are on layoff, they shall be recalled by Seniority provided they are physically able to return to work and have the qualifications required.
- f) Persons exercising bumping and recall rights pursuant to paragraph (d) and (e) will take the salary of the position bumped or open.
- g) The employee shall have twenty-four (24) hours to accept the layoff.
- h) In the event that an employee is unqualified for the position, an employee is subject to layoff without recall.

**ARTICLE IV
RIGHTS OF PARTIES**

Section 4.01 Union Security

Each bargaining unit Employee, as a condition of employment, on or before thirty (30) days from the date of commencement of duties, shall join and remain a member of the Local Union or pay a fair share fee to the Local Union in an amount certified to the Employer by the Union.

Fair share deduction for new employees who do not voluntarily sign a check-off authorization shall commence within thirty (30) days after the employees start date. Should an employee object to this procedure based upon bona fide religious reasons or teachings of a church or religious body of which such

Employee is a member, that Employee may be required to pay an amount equal to his/her fair share to a nonreligious charitable organization mutually agreed to by the effected employee and the Union.

Union membership shall not alter the 960 hours worked for full-time and part-time employee and 480 hours for PRN employee probationary period, or any benefit set-off requirement for new employees.

Section 4.02 Job Access

The representative of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed. Gate house clearance must be obtained from appropriate IDOC authority. Union shall make a reasonable attempt to notify Wexford's Contract Management of their intent to visit at the time they request gate clearance from IDOC.

Section 4.03 Steward Appointment

The Union shall have the right to appoint a Steward where employees are employed under the terms of this Agreement. Such steward shall be allowed a reasonable amount of time, with permission which shall be not unreasonably withheld, to see that the provisions of this Agreement are observed on the job to perform such other duties in connection with this Agreement as may be assigned to him/her by the Business Manager of the Union. These duties must be performed in such a way that it does not significantly interfere with his/her duties with Wexford. The Steward shall not receive preferential treatment in regards to his/her job assignments.

Section 4.04 Management Rights

The Union agrees and acknowledges that the Employer has the exclusive right to supervise and control all operations, including, but not limited to the right to hire, determine reasonable standards of physical and mental fitness for work discipline or discharge with just cause, promote, demote, determine amount of overtime to be worked, determine and change the size and nature of the workforce, including assignment of employees required for a particular operation, and determine levels of staffing and scheduling, and that the right to operate the company should be and is, vested in, and reserved to, the company except as herein limited. However, the Employer will not manage arbitrarily or capriciously in its application of this article or in its treatment of the employees. Nor will employees be required to perform work which would compromise their safety or health.

In exercising its rights hereunder, the Employer agrees that it will not violate any provision of this Agreement.

The Employer shall have the right to formulate and enforce reasonable rules and regulations dealing with employee conduct and work and safety which are not in conflict with this Agreement. The Employer will notify the Union office in writing at least fourteen (14) days prior to implementation of any new or revised rules and regulations and shall meet to discuss such changes during the fourteen (14) day period if requested.

Section 4.05 Union Orientation – New Hires

Each newly hired bargaining unit employee shall, during the employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 5.01 Safety

It is the joint responsibility of the employer and the Illinois Department of Corrections to insure a safe work environment with the standards as prescribed by the Illinois Department of Corrections.

All employees covered under this Agreement shall familiarize themselves with the practice rules and policies regarding work habits as set by the Illinois Department of Corrections, OSHA and generally accepted practices for their position and areas of expertise.

Employees may have access to written policies or safety directives of the Department on request.

The employer shall make flu shots available to employees at a specified time each year at no cost to the employee.

Section 5.02 Communicable Disease

The Employer shall provide to employees, at no cost, testing and treatment for communicable diseases in the event employees become exposed to such diseases to the extent covered by Worker's Compensation. The Employer shall take adequate steps to minimize exposure by employees to communicable diseases.

The employer shall make a flu vaccine available to employees at a specified time each year at no cost to the employee.

Section 5.03 Telephone Usage

Employees shall utilize the telephone system in the institution in accordance with the Illinois Department of Corrections and Institutional Directives.

Section 5.04 Subcontracting

The Employer shall not subcontract out any bargaining unit work that would result in laying off or transferring of employees or would result in permanently filling a vacant position. It is not the intent of the parties for the work force to be reduced through attrition to allow for the expansion of subcontracting.

Section 5.05 Employee Absences

Employer will communicate the established Absenteeism and Tardiness Control Policy that will specify the number of occurrences at which discipline will be issued for excessive absenteeism, excessive tardiness/early departure and no call/no show absences.

Section 5.06 Personnel Records

Whenever a written disciplinary action occurs to an employee, a record of which is made by the Employer he/she will be furnished a copy of the same within two (2) weeks of the issuance of the discipline. The employee will sign for receipt of this copy.

If the employee refuses to sign, an entry to this effect will be noted, initialed by a supervisor and a copy submitted to the Steward as soon as possible.

Section 5.07 Notices

Notice required under provisions of this Agreement, unless otherwise specified, shall be served to:

<u>For Union: Health</u> Business Manager of International Brotherhood of Electrical Workers Union, Local Union 702, 106 North Monroe Street West Frankfort, Illinois 62896	<u>For Wexford Health</u> Executive Vice President, Chief Administrative Officer Foster Plaza 4, 501 Holiday Drive Pittsburgh, PA 15220
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Each party shall promptly inform the other of any changes in address set forth in this section. Any notice or communication required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or by certified mail, return receipt requested. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

Section 5.08 Insurance

For all employees covered by this Agreement, the employer shall carry Worker’s Compensation Insurance with a company authorized to do business in this state, Social Security and such other protective insurance as maybe required by the laws of this state and shall furnish satisfactory proof of such to the Union. The employer shall also pay the required amount to the State Unemployment Commission for all employees hereunder regardless of the number of employees.

Section 5.09 Non-discrimination

The Union and the Employer agree that employees or applicants for employment shall not be discriminated against with respect to compensation, terms or conditions of employment because of age, sex, marital status, race, religion, color, national origin, ancestry, military status, or disability.

Section 5.10 Employee Bulletin Board

There shall be a bulletin board available for the use of the Union in compliance with DOC regulations.

Section 5.11 Schedules and Posting

The Employer shall have a four week work schedule reflecting holidays, hours of work, days off, and the schedule will be posted on the 15th of every month. If the 15th falls on a non-working day, the schedule will be posted on the next working day.

Working schedules shall be posted no later than ten (10) working days prior to the start of the next schedule.

Section 5.12 Discipline

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension without pay, employer may utilize paid paper suspension;
- d) Discharge.

Disciplinary action may be imposed upon an employee only for just cause. Nothing in this Article is intended to limit the ability of the Employer to begin discipline at any step in the process, including discharge, where the seriousness of the employee’s actions so warrant. Attendance-related discipline shall be administered on a separate track from all other discipline. Discipline shall be imposed as soon as

possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter. The actual date upon which discipline commences may not exceed forty-five (45) days after the date the infraction became known to the Employer. If the investigation involves the Illinois Department of Corrections, then the actual date upon which discipline commences may not exceed forty-five (45) days after the date the Employer received the IDOC incident report and/or IDOC notifies Employer in writing. Employer will conduct its own investigation and finding.

Unless otherwise required by law, any discipline imposed shall be removed from an employee's record if, from the date of the last reprimand or discipline, two (2) years pass without the employee receiving an additional warning or discipline for a same or similar offense. Such removal shall be at the request of the employee but in any case shall not be used against the employee after two years.

ARTICLE VI HOURS OF WORK AND OVERTIME

Section 6.01 Forty-Hour Work Week

Full-time employees shall receive forty hours a week provided they report in condition to perform their work. For the purposes of this Agreement, the "work week" is defined as the 168 hours commencing at 12:00 a.m. Sunday and running to midnight the following Saturday. All consecutive hours worked shall be considered worked on the day the work commenced.

Section 6.02 Shifts And Starting Times

Hours of work for bargaining unit employees as delineated by the Employer's contract with the Illinois Department of Corrections at the Illinois Department of Corrections facilities.-Recognizing the Employer's Agreement with the State to provide staff as designated by the IDOC or facility, the schedules shall be maintained during the term of this Agreement unless a change is dictated by the operating needs of the facility. Employer shall notify the union of any changes as soon as it is aware of these changes from IDOC.

Section 6.03 Overtime

The parties recognize the disruption that overtime has on employees' lives. The parties also recognize the importance of reducing or eliminating overtime costs. To this extent, the Employer agrees to make every reasonable effort to limit overtime, and to consider such options as alternate scheduling and filling vacancies as expeditiously as possible as methods of reducing overtime needs.

Mandate shall be defined as requiring an employee to stay beyond normally scheduled work hours.

- a. **Overtime Payment**. Employees shall be paid at the rate of one and one-half (1 ½) time the employee's straight time hourly rate for all time worked in excess of forty (40) regular hours weekly. Employees shall be paid at the rate of (2) times the employee's straight time hourly rate of all hours worked after the full hour in excess of sixteen (16) hours in a twenty-four (24) hour period that the employee is required to work. The rate of two (2) times the employee's straight time rate will include that first full hour in excess of sixteen (16) hours in a twenty-four (24) hour period once the first full hour is worked.
- b. Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed. It shall be distributed on a rotating basis among such employees in accordance with seniority. If all qualified employees are offered

overtime (see below process for the offering of overtime) and decline the opportunity, the overtime will be assigned in reverse seniority order; the least senior employee working the shift prior to the overtime, and has not been previously directed to work overtime, shall be directed to work the hours until all employees have been required to work, at which time the process shall repeat itself.

- c. If all employees in an equalizing group are offered overtime and refuse, then prior to forcing an employee to work such assignment, the Employer shall assign such overtime to a qualified employee, or employees not in the equalizing group who volunteered for such assignment.

If the Director of Nursing position is vacant the Regional Manager or designee shall assign an individual to implement overtime equalization procedure.

d. **Process for the Offering of Overtime**

1. OT will be tracked by the opportunity to work, within a classification, not by the actual hours worked
2. Four or more hours of overtime worked will count as an opportunity.
3. Less than four hours of overtime worked does not count as an opportunity but the OT volunteer procedure must be utilized.
4. OT volunteer sign up sheet will be kept in a designated location for all to review and utilize for overtime volunteer sign up.
5. Location will be determined at each site and should be in the same area where the monthly schedule is posted.
6. Employees wishing to volunteer for overtime will sign up to work a specific day and/or shift. Those who do not sign shall be considered as having had the opportunity to volunteer for overtime
7. A minimum of twenty-four (24) hours advance notice will be given to the volunteer who will be working the OT. The above does not apply for call offs or emergency situations.
8. The employer will continue the rotation through the OT volunteer list (which will carry over from month to month) for all classifications until all volunteering employees have worked an OT opportunity.
9. When an employee has worked, a “W” will be written in the code column so all will know he/she worked and are not eligible to work volunteer OT again until all other available volunteers have had an opportunity to work.
10. Volunteers can remove their names at least twenty-four (24) hours prior to the shift for which they have volunteered. If not removed at least twenty-four hours prior to such shift, a volunteer is subject to being offered the opportunity.
11. When a volunteer has been notified by management (with twenty-four 24 hours’ notice) and accepted the opportunity to work overtime and then does not work it, it will be treated the same as a mandate refusal and the employee will be subject to appropriate disciplinary action.
12. For all call offs when management determines the need for OT, the employer will be responsible to contact the most senior employee who has not had an opportunity to work and who has signed the OT volunteer list.
13. When employees who sign the volunteer list are contacted by management with less than twenty-four (24) hour notice and do not accept the opportunity for OT, the employer will continue through the volunteer list. An employee refusing for a second time in a monthly schedule will have their name removed from the volunteer schedule and will not be allowed to volunteer for the remainder of that monthly schedule. For the entire next monthly schedule he/she will only be eligible for mandated OT.
14. Employees who sign up for more than one shift of volunteer OT opportunity on the same day will be assigned the shift that will avoid a mandatory OT assignment.

15. Not signing the overtime volunteer list does not affect the possibility of employees being mandated.
 16. Management will be responsible for notification of mandated overtime if not in accordance with established process. A mandate is defined as anytime an employee is required to work past their normal shift.
- e. **Benefit Time.** Full time employees shall be able to utilize any accrued and earned benefit time as defined in Article VII (Paid Time Off) as regular hours worked (for purposes of determining overtime pay) if the following occurs:
1. PTO time must be pre-approved by employer.
 2. No employee's work schedule shall be changed in order to avoid the payment of overtime. Requests for paid time off must be submitted to the Employer at least 5 days prior to the requested time off for pre-approval in order to be considered scheduled.
 3. Employees shall provide Employer with Request for Time Off in accordance with Article VII (Paid Time Off).
- f. **Overtime/Double Time/Sharps.** The parties recognize the disruption that overtime has on employees' lives. The parties also recognize the importance of reducing or eliminating overtime costs. To this extent, the Employer agrees to make every reasonable effort to limit mandatory overtime, and to consider such options as alternate scheduling and filling vacancies as expeditiously as possible as methods of reducing overtime needs. When an employee has worked at least eighty-eight (88) hours voluntary and/or mandatory overtime assignments covering anticipated overtime in a calendar quarter excluding Crisis Mode overtime, the employee will be compensated at the rate of double time for the next full shift of overtime worked. Nurses who are required by Employer to work prior to or after his/her shift for purposes of counting sharps shall be paid fifteen (15) minutes overtime.
- g. **PRN Scheduling.** Based on position classification, need, and shift availability, PRNs shall work at least one shift per month, with at least one (1) of those shifts per quarter being a weekend and/or holiday shift, when shifts are available. If a PRN employee has not worked the above requirement, excluding training hours, continued employment of the PRN will be at the sole discretion of the employer.

Section 6.04 Staffing Crisis Mode and Temporary Agency Personnel

Staffing Crisis Mode may be declared by Employer at a facility when position classifications are such that operational needs require staff from other facilities. Employer will provide written notification to Bargaining Unit employees and Union of Staffing Crisis Mode being implemented at a facility. The written notification will be given twenty-four (24) hours in advance, if possible, and will include the facility, position classification(s) involved and the effective date.

Beginning the first day Staffing Crisis Mode becomes effective at a particular facility, Wexford employees from other Wexford facilities may volunteer to work at the Staffing Crisis Mode facility during non-work hours at their home facility. An employee on Paid Time Off or Leave of Absence may not volunteer.

Non-crisis facility employees (regular full-time, regular part-time and PRNs):

Employees who volunteer to work at the Staffing Crisis Mode facility will be paid one and one-half times their regular hourly rate for overtime hours worked per the Fair Labor Standard Act (FLSA). They will also be paid a travel incentive as follows:

Registered Nurse (RN) - \$75.00 per full eight (8) hour shift/minimum \$100.00 per week
Licensed Practical Nurse (LPN) - \$50.00 per full eight (8) hour shift/minimum \$75.00 per week

Any unscheduled absences of an employee's regularly scheduled shift during a work week will not count as hours worked for overtime purposes and will negate the above travel incentives for that work week.

Should there be more volunteers for the coverage of a particular shift than what is needed, assignment shall be by seniority—most senior first. Expenses related to this procedure will be reimbursed to employees per Wexford's Travel and Business Expense Reimbursement Policy.

A PRN employee who is needed at their home facility will not receive the travel incentive pay nor travel reimbursement to work at the Staffing Crisis Mode facility.

Home Facility Staff:

If a regular full-time or regular part-time employee's home facility is the facility where the Staffing Crisis Mode is declared, the employee will be paid two times their base hourly rate for hours in excess of 40 hours in the work week in lieu of time and a half will also be paid a Staffing Crisis Mode incentive as follows: Registered Nurse (RN) - \$100.00 per week Licensed Practical Nurse (LPN) - \$75.00 per week provided employee works an equivalent of a one eight-hour shift in addition to the employee's regular work schedule. Employees at the facility where the Staffing Crisis Mode is declared will be offered overtime prior to being offered to volunteers from other facilities. No employee at the facility where Staffing Crisis Mode is declared shall be mandated to work overtime if employees from another facility volunteer pursuant to the terms of this agreement.

PRN employees whose home facility is declared in Staffing Crisis Mode will not be eligible for double time or the weekly incentive; however, they will be eligible to receive the per shift travel incentive (i.e., \$75 per full eight (8) hour shift for RN and \$50 per full eight (8) hour shift for LPN).

When Employer determines staff from other facilities is no longer needed, Staffing Crisis Mode will cease. Employer will provide written notification to bargaining unit employees and Union forty-eight (48) hours prior to the practice being stopped. Written notification will include the affected facility, the position classification(s) involved and the date the procedure is to end.

During the period when the Employer has declared Staffing Crisis Mode, it may use Temporary Agency Personnel to meet minimum staffing needs.

As set forth below:

1. First priority – bargaining unit employees at the facility where Staffing Crisis Mode has been declared will be offered all available shifts.
2. Second priority – The Employer may utilize Temporary Agency Personnel to meet its minimum staffing requirement.
3. Third priority – to meet the minimum staffing requirement the Employer may utilize other Wexford employees to volunteer for available shifts.
4. The Employer reserves the right to mandate in accordance with the Collective Bargaining Agreement if no staff is available utilizing the above steps.

Section 6.05 Carrying a Cell Phone

- a. When an employee is required to carry a cell phone the employee will be given Missed Punch forms. Anytime the employee needs to take a work-related phone call, he/she will need to document the following on a Missed Punch form:

- Exact start and end time of the call and date
- Who was on the call
- The name of the Offender discussed

The missed punch form must be signed and submitted for approval the first day scheduled in the facility following the call, and the employee will be paid for the time actually worked in accordance with payroll rounding rules. If the additional time on the phone results in the employee exceeding 40 hours worked in the week, the time will be paid consistent with Article VI, section 6.03.

- The employee required to carry a cell phone is seen as a professional who takes personal pride in caring for his/her patients; therefore, the individual will be expected to return the call promptly as reasonably possible. However, if the employee cannot or does not respond to the call, the Psychiatrist and/or the Site Medical Director or designee will be contacted as back up. The employee will not be disciplined for not responding to the call
- Except in the case of unforeseen circumstances, the individual responsible for carrying the cell phone will be identified and scheduled in advance. The cell phone schedule and the cell phone number will be made available for all staff who need this information. Carrying the cell phone will be rotated among mental health professionals at the site, and/or possibly other sites, unless an otherwise mutually agreeable process is established. Every effort shall be made to ensure the carrying of a cell phone results in the least possible disruption to the employee.
- The act of carrying a cell phone does not mean an employee qualifies for additional pay.

Section 6.06 Meal Periods

Employees who are scheduled to work six (6) hours or more per day shall receive, at approximately mid-point of their work schedule, an uninterrupted, paid meal period of thirty (30) minutes. Employees shall have the right to leave the work site (but not the correctional institution) during such periods. Medical personnel may need to continue working during a normal meal period due to a medical emergency; if possible, such employee shall be given a meal period later in the same shift. An additional one-half (1/2) hour paid meal period shall be allowed when employees work four (4) or more additional hours immediately prior or subsequent to their regular shift.

ARTICLE VII PTO (Paid Time Off a/k/a Benefit Time) (PERSONAL LEAVE, VACATION, HOLIDAYS, SICK LEAVE)

Probationary employees shall be able to utilize accrued benefit time after three (3) months of service. For accrual purposes, paid time off in this Article shall count as time worked.

Section 7.01 Leave for Personal Business

- Amount/Accrual. All full-time employees shall be permitted four (4) personal days off each calendar year with pay. Employees shall earn one day per full calendar quarter. These days shall be credited to employees on January 1 of each year. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of one (1) day for each remaining full calendar quarter for the calendar year in which hired.

- b. Carry-over. All employees shall be permitted to carry over a maximum of one (1) unused PB day into the next calendar year as a Floating PB day to be used in the first quarter of the following year or be forfeited. All other unused personal business days at the end of the calendar year shall be forfeited.
- c. Request of Leave for Personal Business. Except for those emergency situations which preclude the making of prior arrangements, such days (or hours) off shall be scheduled sufficiently in advance to be consistent with the operating needs of the facility and the Employer.
- d. Determining of Leave for Personal Business.
 - 1. Employees shall be entitled to payment earned only to the extent that the earned time is unused and unforfeited upon separation from service.
 - 2. Personal leave may be taken in increments of not less than fifteen (15) minutes after it is earned.
 - 3. Personal leave taken before it is earned shall be considered a cash advance and employees shall sign a form acknowledging such and authorizing a deduction from final pay for personal leave taken but not earned.

Section 7.02 Vacation

- a. Amounts/Accrual. All full time employees shall earn vacation based on their continuous service as defined in Article III section 3.01 of this Agreement. Employees shall earn vacation time in accordance with the following schedule:
 - 1. From the date of hire until the completion of five (5) years of service: .0385 per hour worked up to eighty (80) hours (ten work days) per year.
 - 2. From the completion of five (5) years of service until the completion of nine (9) years of service: .0577 per hour up to one hundred twenty (120) hours (fifteen (15) work days) per year.
 - 3. From the completion of nine (9) years of service until the completion of fourteen (14) years of service: .0654 per hour up to one hundred thirty-six (136) hours (seventeen (17) work days) per year.
 - 4. From the completion of fourteen (14) years until the completion of 19 years of service: .077 per hour up to one hundred sixty (160) hours (twenty (20) work days) per year.
 - 5. From the completion of nineteen (19) years until the completion of twenty five (25) years of service: .0846 per hour up to one hundred seventy six (176) hours (twenty-two (22) work days) per year.
 - 6. From the completion of twenty five (25) years or more of service: .0962 per hour up to two hundred (200) hours (twenty five (25) work days) per year.
- b. Carry over. An employee's vacation time shall be audited on the anniversary date of employment (at the close of the pay period in which the anniversary date falls). Employees may carry up to eighty (80) hours of vacation hours from year to year. Any amount over eighty (80) hours will be forfeited.
- c. Request for Vacation. Employees may request vacation time after three (3) months of continuous service.

1. Vacation Scheduling. Scheduling for vacation is a mutual responsibility of the employee, the site administration, and the Employer. Vacation preferences, scheduled by seniority, shall be scheduled in accordance with Paragraph b of Article.

2. Vacation Schedule Made by January 31 Requests (“Preferred Vacation”).

The following process will be utilized for the purposes of scheduling preferred vacations. It is the intent of this process to grant as many employees off as possible while still meeting operational needs. This process will start no later than January 15th of each calendar year. Preferred vacation requests may include vacation through the end of February of the following calendar year.

- a. The employer will call employees, within a functional unit (i.e., Position classifications within a healthcare unit that functions together to provide a specific medical service and thus create a subsystem within the healthcare unit.), in seniority order, regardless of classification, to schedule preferred vacations. Each preferred vacation preference shall be defined as a block of time uninterrupted by work days. Employees will only be able to schedule vacation time in accordance with the amount of vacation time that they will have accrued at the time of the vacation will be taken. If the employee does not have enough vacation time, at the time of the vacation, the employee is responsible to meet with their supervisor to discuss what portion of the vacation, if any, the employee is eligible to take. Accrued vacation time shall be the only paid time off considered when scheduling and taking preferred vacations.
- b. In seniority order within a functional unit, the employer will contact the employees utilizing a vacation calendar process, to offer the employees the opportunity to select their First Preferred Vacation. At that time the Employer will indicate to the employee whether or not the requested time is approved. If denied, the employee will be allowed to continue to choose an alternative vacation period until a First Preferred Vacation can be approved, at which time a PTO request will be completed by the employee and approved by the Employer. Once all First Preferred Vacations are scheduled using the calendar process, the employees will be offered, in seniority order within a functional unit, a Second Preferred Vacation. Likewise, a Third Preferred, in seniority order within a functional, will be offered after all Second Preferred vacations are scheduled, with the employee being allowed to continue to choose an alternative vacation period until a second and Third Preferred vacation can be approved. Employees not present can submit in writing a list of 1st, 2nd, and 3rd preferred vacations to be utilized by the Employer when that employee’s turn occurs. Employees on LOA shall be bypassed if they have not indicated their choices for First Preferred and are absent from the facility at the time their name comes up for selection. Employees who are away from the institution for more than 5 days shall make arrangements with the Employer so that they may be contacted or leave possible choices so that the process shall not be delayed.

All vacation shall be scheduled by March 1st of the calendar year.

If an employee’s approved vacation is cancelled by the employer, the employer agrees to reimburse the employee cost of documented travel insurance.

3. Vacation Schedules After January 31 Request. Employees may submit in writing to the Employer their vacation requests after January 31 of each calendar year.

- a. Employer shall consider an employee's requests if such requests is made at least ninety (90) calendar days prior to the requested day off based on seniority.
 - b. Employer shall consider an employee's request if such request is made less than ninety (90) calendar days prior to the requested day off, such vacation requests shall be scheduled on a first come first serve basis subject to the operational needs of the facility.
 - c. However, if two vacation requests are denied in one year and the employee wishes to use his/her vacation time the employee and the appropriate supervisor shall meet and schedule a mutually agreeable block of time off to utilize the requested vacation time.
 - d. After an employee's vacation has been selected and approved, it shall not be changed except by a bona fide emergency directly related to operational needs.
- d. Determining Vacation. Vacation time shall be taken in increments of not less than fifteen (15) minutes after it is earned.
 - e. Payment in Lieu of Vacation. An employee may elect to liquidate the requested vacation time in cash at the employee's current hourly rate of pay for the requested hours only if the vacation time has been accrued.
 - f. Vacation upon termination. Any accrued and unused vacation time shall be liquidated upon termination of employment at the employee's current hourly rate of pay.

Section 7.03 Holidays

- 1. Designated Holiday. The Employer shall recognize holidays for covered employees to be the same holidays granted by the Illinois Department of Corrections. These holidays shall be: New Year's Day, Labor Day, Martin Luther King Day, Columbus Day, Lincoln's Birthday, Veterans' Day, Washington's Birthday, Thanksgiving Day, Memorial Day, Friday Following Thanksgiving Day, Independence Day, Christmas Day, General Election Day (on which members of the House of Representatives are elected), and any additional days recognized as holidays or non-working days by the Illinois Department of Corrections. Holidays shall be observed on the same days as the Illinois Department of Corrections. If the actual holiday falls on a weekend and the state recognizes both, the actual holiday and the observed holiday, both days will also be recognized as holidays by the Employer for employees who work one of those days. If an employee works both the actual and observed holiday, only the actual holiday will be considered a holiday.
- 2. Qualification for Holiday Pay. In order to qualify for holiday pay, the employee must be full-time or part-time staff and, work both the scheduled workday before and the scheduled workday after the holiday, as well as work the holiday if scheduled. Employees will receive holiday pay if an absence before or after the holiday is for one of the following reasons:
 - a. Approved paid absence with acceptable proof on either the day before the holiday, the holiday, and/or the day after the holiday, provided the employee worked for the Employer at any time within the two weeks before the week in which the holiday occurs or was on an approved vacation. To receive holiday pay, acceptable proof must be provided to management no later than seventy-two (72) hours from the date of the unscheduled absence.
 - b. Continuous absence from work on layoff for not more than two weeks before the week in which the holiday occurs;

3. Holiday Practices.

Employer has the right to assign the amount of hours and/or positions assigned for any designated holidays based on operational needs.

A PRN employee who works the holiday will be paid at double time.

Part time employees that work on a holiday shall receive Holiday Pay regardless of the amount of hours the Part Time Employee works on a weekly basis.

4. Holidays are defined as follows:

Regular Holidays: New Year's Day, Martin Luther King Day, Columbus Day, Lincoln's Birthday, Veterans' Day, Washington's Birthday, Memorial Day, Juneteenth, Friday Following Thanksgiving Day, Independence Day, General Election Day (on which members of the House of Representatives are elected).

Super Holidays: Labor Day, Thanksgiving Day, Christmas Day

5. Holiday practice - Regular Holidays:

An employee who works on a regular holiday shall be paid straight time for hours worked on the regular holiday and shall receive holiday pay for each hour worked up to a maximum of eight (8) hours. (Holiday pay = standard weekly hours/5.) When a regular holiday falls on an employee's scheduled day off or an employee works on a regular holiday, the employee may choose to "bank" the holiday up to a maximum of eight (8) hours.

If an employee works a minimum of an additional half of a shift on a regular holiday, the employee will be paid holiday pay for the additional hours worked.

If the employee's regularly scheduled workday is over eight (8) hours, (i.e., four 10 hour shifts per week) and does not work on the holiday, the employee will receive the standard holiday credit of up to eight (8) hours and can choose to be docked or make up the remainder of their standard weekly hours with accrued paid time off.

6. Holiday practice - Super Holidays:

An employee who works on a super holiday will be paid time and a half for each hour worked on the super holiday in addition to the standard holiday pay of a maximum of eight (8) hours, in lieu of time off. An employee who works on a super holiday and chooses to "bank" the super holiday, will be paid straight time for hours worked on the super holiday and will bank one and a half times the actual holiday up to a maximum of twelve hours of holiday credit.

If an employee works a minimum of an additional half of a shift on a super holiday, the employee will be paid holiday pay for the additional hours worked.

7. Banked Holidays:

Banked Holidays shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operations, in which event the employee's next requested day off shall be given or cash paid in lieu thereof. If not used within twelve (12) months, a banked holiday will be paid out.

8. Banked Holiday Procedure. The procedure for electing banked holidays is as follows:

Employees will complete the Wexford Union Employee Paid Time Off/Leave of Absence Request form.

- a. The employee will place a check mark next to the Holiday Equivalent Time Off line, specify the holiday on the same line, and write “banked” next to the Holiday specified.
 - b. The employee and the employee’s supervisor will sign the form and send the completed form to the Wexford Payroll Department no later than the day of the specified holiday.
 - c. If an employee does not follow the above procedure to elect equivalent time off, the employee will be paid for the holiday.
9. An employee wishing to take holiday time off shall give reasonable notice to the supervisor. Time off shall be granted in accordance with the operational needs of the facility.
10. When a holiday falls on an employee’s regularly scheduled work day during the employee’s vacation period, the employee will be paid the holiday and retain the vacation day.
11. When a holiday falls on an employee’s regularly scheduled work day, employee shall receive a maximum of eight (8) hours classified as actual hours work in determining overtime.
12. Any accrued holiday time off may be taken in increments of not less than fifteen (15) minutes after it is earned.
13. Payment Upon Separation. Upon separation for any reason, the employee shall be paid for all banked holiday hours at the employee’s current rate of pay.

Section 7.04 Sick Leave

- a. Amount. All full-time employees shall accumulate paid sick leave at the rate of .0463 hours per hour up to Twelve (12) Sick Days (96 hours) per anniversary year. Sick leave may be used for illness, disability, or injury of the employee, appointments with a doctor, dentist or other medical practitioner or in the event of illness disability, injury, and appointments with a doctor, dentist or other medical professional practitioner of a member of an employee’s immediate family or household as defined in Article IX Section 9.05 of this Agreement.
- b. Carry over. Sick Leave shall accumulate from year to year.
- c. Scheduling Sick Leave. Where possible, the employee shall provide reasonable advance notice when sick leave is taken for pre-scheduled appointments. The Employer may request evidence, which may be in the form of a written medical certification of use of sick leave if reasonable grounds exist to suspect abuse. Abuse of sick leave is the utilization of sick leave for reasons other than those stated in this Article.
- d. Determining Sick Leave. Sick Leave shall be taken in increments of not less than fifteen (15) minutes after it is earned.
- e. Sick Leave Upon Separation. Unused sick leave shall not be paid upon separation of employment.

Section 7.05 Continued Education

As required for licensure or as required by the employer. Employer will cover the cost to obtain continued education units. With technology today, most CEUs can be obtained online and Employer will proceed in that direction. But if the requirements cannot be met online, Employer will pay to obtain them

from other sources (with Company approval) and pay for the time off, if necessary. PRNs are not eligible for CEU reimbursement.

This section shall be considered separate from the tuition reimbursement outline in the section below.

Section 7.06 Tuition Reimbursement

- a. The Employer agrees to provide tuition reimbursement for those employees in the bargaining unit who enroll in job related college courses towards a degree program at an accredited institution, as provided below.
- b. The Employer will establish a fund of \$2,000 per calendar year which shall be used to reimburse bargaining unit employees for paid tuition for any approved job-related college courses toward a degree program proved at accredited institutions. These funds will be disbursed according to the following procedures:
 1. Employees who apply for tuition reimbursement for approved courses will be selected on a first come, first serve basis. In the event that more than one applicant is approved and first-come, first-serve basis does not apply, then selection shall be made by seniority. The dollar amount of reimbursement requested shall also be specified at the time of the application. A list will be created showing all applicants and the amounts requested for reimbursement for each applicant. Each applicant will receive a numeric ranking based on the date and time of receipt by Human Resources of their letter of intent and proof of enrollment. The applicants whose combined dollar amounts will potentially exhaust the fund will be tentatively considered as the reimbursement recipients provided that all other qualifications are met. The next applicant on the list who is not considered as a reimbursement recipient will move up in rank if one or more earlier applicants on the list should not meet all eligibility requirements.
 2. No employee shall receive more than \$500.00 per semester. Once the course is complete, the employee shall be required to provide proof of a passing grade of at least a "C" or certification of successive completion, in the event a letter scale is not applicable. Such employees will receive reimbursement promptly upon meeting all eligibility requirements.
 3. All employees who receive tuition toward a degree program must fulfill a work commitment of one (1) year of service with employer from the completion of the most recent course taken as part of the degree program. Any such employees, who voluntarily leave employment prior to fulfilling this commitment, will be responsible at the time of separation to reimburse the Employer for tuition and fees paid toward the degree program. The only exception to this requirement shall be in the event the Employer terminated its contract with the State of Illinois for any reason. In this case the Employer shall waive the work commitment.
- c. The Employer will provide the Union with reports each year after all monies have been disbursed which contain the following information:

Names of employees who have received money for tuition in accordance with this Article, the amount each employee has received and for what courses.

Name of employees who have applied for tuition reimbursement and been denied and the reason for the denial.

ARTICLE VIII BENEFITS
(Health Care, Ancillary Benefits and Retirement Benefits)

Section 8.01 In General

- a. Employer shall provide a benefits program.
- b. PRNs are not entitled to participate in any of the benefits stated in this Article unless otherwise indicated.
- c. Permanent part-time employees (20-29 hours) are not entitled to Health Insurance or Ancillary Benefits.

Section 8.02 Health Insurance

Employer will continue to pay 75% of premiums for all tiers of health insurance coverage.

Section 8.03 Ancillary Benefits

a. Term Life Insurance

Employer shall continue to offer to its eligible bargaining unit employees its current employee only and dependent term life insurance or an equivalent in terms, conditions, costs and eligibility requirements. The Employer shall contribute all of the premium for the group term life insurance of one and one half (1 ½) times the employees regular annual salary on each eligible employee, and the employee shall contribute all of the premium for the applicable dependent group term life insurance.

b. Short Term Disability

Employer shall offer at no cost to its eligible employees in the bargaining unit its current short term disability program or an equivalent in terms, conditions, costs and eligibility requirements. The employee who is not covered by the Employer's health insurance plan must provide the Employer with proof of other health insurance coverage in order to be eligible for short term disability.

c. Long Term Disability

As of July 1, 2012, employer shall continue to offer to its eligible employees in the bargaining unit a voluntary long-term disability program or an equivalent in terms, conditions, costs and eligibility requirements at a 50/50 split cost based on a tier system set by salary. For transition employees who were covered by an employer sponsored Long Term Disability policy (at the point of Hire), days covered under the prior plan will count toward the pre-existing condition waiting period assuming there is no lapse in coverage. To qualify for this benefit, the Employer must be provided a copy of the prior carrier's benefit booklet.

d. Dental and Vision

Employer shall offer to its eligible employees in the bargaining unit its current dental and vision program or an equivalent in terms, conditions, costs and eligibility requirements.

The employee contribution during the term of this Agreement is as follows in each of the four (4) categories:

Employee only; \$15.00

Employee + child; \$22.50

Employee + spouse; \$22.50
Employee + family; \$30.00

Employees may participate in the dental and vision plan whether or not they participate in health insurance program, subject to the terms and conditions of the insurance program.

Section 8.04 Retirement Benefits

The Employer shall maintain a 401K Plan during the term of this Agreement with a nationally recognized administrator and fund manager. The terms of the plan are as follows: Bargaining Unit Employees are eligible to contribute to the plan after the 6-month waiting period. The employer will match employee contributions at a rate for all employees on payroll status or on approved LOA prior to July 1, 2012 cap up to 6% dollar for dollar. New participants – up to 6% will match 50 cents on the dollar.

Vesting Schedule for Employer 401 (k) Matching Contributing

Years of Service	Vesting Percentage
1	20%
2	40%
3	60%
4	80%
5	100%

Newly hired employees who have completed on (1) year of full-time service from the company hire date will become entitled to all or a portion of the Employer Matching Contributions as each year of service is completed. Completed years of service, as above, will determine your vesting account balance for the matching contribution.

The employee’s seniority as defined in Article III, Section 3.01 will be used to determine years of service for vesting purposes.

Section 8.05 Uniforms

Employees who are not required to wear uniforms will be permitted to purchase the standard uniforms required for uniformed personnel at their own expense or wear business casual attire. Beginning in calendar year 2013, Employer will implement the uniform ordering and distribution process described below:

- a. Full-time Employees. Employees required to wear uniforms shall participate in an annual uniform distribution, which will consist of ordering uniform pieces as outlined below.
- b. Pro-rated Uniform Allowance for Part-time Employees and PRNs.
Permanent Part-time Employees. Workers regularly scheduled to work between 20-29 hours per week will participate in Wexford Health Sources’ uniform distribution process on a pro-rated basis – ordering a 6 piece package initially. These employees would then be able to order a 4-piece package in each subsequent year.
Part-time employees who work less than 20 hours per week and PRN’s will participate in Wexford Health Sources’ uniform distribution process. After working 192 hours in a calendar year, these employees will be allowed to order a 4-piece package. They must work 192 hours per each subsequent calendar year in order to qualify for the employer paid uniforms. The employees who do not qualify for the employer paid uniforms will be required to order uniforms through the Employer’s vendor at a discounted rate and be responsible for the cost.

c. Probationary Employees

Probationary employees shall not participate in the uniform distribution process until they had completed their probationary period. After completing their probationary period, these employees will order their uniform package during the next scheduled ordering cycle. All eligible employees shall have the opportunity to choose from 2 separate packages one time per calendar year. The ordering cycles shall be every March 1st through the 14th and every September 1st through the 14th. Employees shall only be able to order one time per year during either of the ordering cycles. Employees will place their order on line with the Employers vendor (fax if unable to order online). The uniforms will be embroidered with the Wexford Health Sources, Inc., logo. The uniforms will be packed individually per employee that orders and shipped to the site for distribution to the employees. Each eligible employee will be able to order one 22 piece package the first year and a 12 or 11 piece package each subsequent year.

The 22 piece package options shall be:

Package A – 11 unisex tops and 11 unisex pants

Package B – 10 tops, 10 pants and 2 jackets

The 12 or 11 piece package option shall be;

Package A – 6 unisex tops and 6 unisex pants

Package B – 5 tops, 5 pants and 1 jacket.

The Employer shall have the right to impose discipline in accordance to Article XV (Discipline) if there is a violation of this Section.

Employees who are not actively at work are not eligible to participate in the distribution process. Upon return to work from their absence, they will participate in the next scheduled order cycle.

Employees not interested in availing themselves of the process may be reimbursed as follows:

Reimbursement for uniforms purchased up to \$300 for full time employees (PT = \$150) in year one and up to \$150 for fully time employees (PT = \$60) for year two and all subsequent years with a standard uniform color with a Wexford Health logo (patch will be provided). (PRN up to \$60, if eligible) Employee has choice of purchasing thru proposed on-line service or purchasing on their own and providing receipts.

Section 8.06 Off Hour Differential

Employees shall be paid an Off Hours differential only for hours worked between the hours listed below, provided they work a minimum of 4 hours within the defined hours below.

3:00 P.M. – 11:00 P.M. \$2.50 per hour

11:00 P.M. – 7:00A.M. \$2.00 per hour

Off Hours differential will not be paid/applied for any paid time off.

Shift Differential does not apply to Paid Time Off.

Employees who work P.M. or night shifts shall be paid the differential provided they worked at least one half or more of an evening or night shift regardless of their regular schedule.

PRN's will receive \$3.00 per hour in addition to the rates set forth in Schedule A.

ARTICLE IX LEAVES OF ABSENCE

Section 9.01 General Leave

At the Employer's sole discretion or as otherwise provided by law, the Employer may grant leaves of absence without pay to employees for definite periods not to exceed six (6) months within a twelve (12) month period. The Employer may extend such leaves for good cause for periods up to an additional six (6) months.

Section 9.02 Bereavement Leave Of Absence

In the event of a death in the immediate family, a maximum of three (3) working days absence from work shall be allowed to employees for the following: Employee's spouse, mother, father, (including step and adoptive parents) children, (including step and adoptive children) brother, sister (including step or adoptive), grandmother, grandfather (of any generation) guardian, step grandparents, grandparent-in-law, father in law, mother-in-law, brother-in-law, sister-in-law, domestic partner and grandchildren. During bereavement leave employees will be paid their base rate of pay. Bereavement leave is in addition to Paid Time Off.

Section 9.03 Jury Duty

There will be no interruption in pay for employees requested to serve on jury duty. Full-time employees will be paid their salary and part-time employees shall be paid on a pm-rated basis.

Section 9.04 Military Training Leave Of Absence

The Employer recognizes that under both federal and state law, employers have certain obligations to military reservists and National Guard members called to duty. Leave of absence will be granted and reinstatement offered consistent with all applicable laws.

Section 9.05 Family Medical Leave of Absence

Employees shall also be entitled to an intermittent or part-time leave.

Section 9.06 Failure to Return from Leave

If the employee is unable to return from a leave of absence within the time required, the employee must contact his or her facility supervisor and the Human Resources Department at least five business days before the return date to determine if additional leave will be granted. Failure to call or return to work within three (3) days after the expiration of a leave shall be considered a voluntary resignation of employment.

Section 9.07 Enforcement

This policy shall not be construed to limit any rights granted by any other federal, state or local law. Any other leave required under law shall be counted toward the total leave allowed under this Section. The Employer reserves the right to require proof of need for any of the absences allowed in this Article.

Section 9.08 Employee Rights After Leave

The Employer has the unrestricted right to temporarily fill any positions, which have been vacated due to a leave of absence outlined in this Article or until the return of the employee.

Vacancies in Section 3.05 shall not apply to temporary vacancies created by leaves of absence.

When an employee returns from any leave of absence permitted by this Article, the Employer shall return, the employee to the position in the position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting and if employee is qualified. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

If an employee terminates employment while on any leave of absence (other than Military Leave) as defined in Article XIII, Leaves of Absence, any accrued and unused vacation, banked holiday and personal time shall be liquidated at the employee's last rate of pay while in active status. An employee who terminates while on Military Leave will be paid for accrued and unused vacation time at the rate that he/she would be at absent the Military Leave.

Any wage increases that become due while an employee is out on any leave of absence will be held and then applied in full upon the employee's return to active status.

ARTICLE X **PAYROLL AND DEDUCTIONS**

Section 10.01 Pay Period

Pay periods shall be based on every two weeks. The workweek shall begin on Sunday and end on Saturday. Consecutive hours worked shall count toward the day on which the employee commenced work.

Section 10.02 Pay Dates

Pay periods shall be based on every two weeks. The workweek shall begin on a Sunday and end on a Saturday. Consecutive hours worked shall count toward the day on which the employee commenced work.

Section 10.03 Pay Distribution

Employees may elect one of the following methods of distribution: 1) Direct Deposit into employee's account. 2) Mail deposit by regular first-class mail at the United States Postal Service. Deposits to banks or mail shall be made on the pay dates as defined above. Changes in direct deposit status shall take effect as soon as practicable after the employee completes and submits the appropriate forms. 3) Wisely Pay Card (or other comparable pay card in effect at that time).

Section 10.04 Amendments

Changes in pay periods, pay dates and pay distribution may be made upon mutual agreement by both parties.

Section 10.05 Payment After Termination

Any employee being terminated by the employer for any reason shall be paid in full through the last hour of employment. Any pay due will be paid at the normal time for the payroll cycle in which the termination occurs. Unused PTO hours will be paid out in the next payroll cycle following the termination cycle.

Section 10.06 Union Dues Deduction

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union. A draft to the Financial Secretary of Local Union 702 for the sum deducted shall be forwarded monthly by the Employer as directed.

Section 10.07 Committee On Political Education

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization card, the C.O.P.E. contribution from the pay of each IBEW member. The amount to be deducted shall be the amount specified on the written authorization card. A draft to the Financial Secretary of Local Union 702 for the sum deducted shall be forwarded monthly by the Employer as directed.

Section 10.08 Maximum Wage Stipend

Employees who are at the maximum wage rate will, after one year at the maximum wage rate, be eligible for a Maximum Wage Stipend of \$75 per month for five (5) years, then \$100 per month beginning at six (6) years after reaching the maximum wage rate as long as the employee remains at the maximum wage rate.

If the maximum wage rate increases, the employees will stop receiving the Maximum Wage Stipend and start receiving annual anniversary increases again on their anniversary date. At no time would employees be eligible for both the stipend and the annual anniversary increase.

If an employee again reaches the maximum wage rate, the employee will again be eligible for the Maximum Wage Stipend of \$75 per month for five (5) years beginning one (1) year after reaching the new maximum wage rate, and \$100 per month after six (6) years after again reaching the maximum wage rate.

PRN employees and employees on leave of absence are not eligible for the Maximum Wage Stipend.

Section 10.09 Severance Pay

Where a facility closes permanently, employees affected thereby with two (2) or more years seniority and on the Employer's payroll at the time of such closure or termination, or who were previously laid off as a result of such closure, not offered another bargaining unit position within sixty (60) miles of the employee's work location, shall be offered severance pay in the amount of two (2) weeks compensation at their monthly rate of pay in effect at the time of such closure or termination. Provided, however, that an employee who elects to remain on the layoff list for a period in excess of six months, or who obtains another bargaining unit position, or who refuses an appropriate position offered by the Employer within his/her position classification series (or if his/her classification is the only one in its series, within a comparable classification) shall forfeit any severance pay which is due under this Section. If an employee accepts severance pay he shall be considered terminated. PRN employees are not eligible.

**ARTICLE XI
WAGES**

SECTION 11.01 Wages

a. The Employer may hire employees at a wage rate greater than the minimum wage rate on the wage schedule, and/or provide employee bonuses or incentives, taking into account the employee's qualifications, experience and the market rates for the position within the area. In the event an employee is hired above the minimum wage rate, other employees within the facility in the same position who are below that wage rate will be brought up to the wage rate at which the employee is hired.

If an employee whose rate was increased due to a new employee being brought in above minimum subsequently leaves the site or position classification, his/her rate will be reduced by the same dollar amount that it was initially increased. Any employee who has his/her rate increased due to the above will

not have that rate reduced as long as he/she remains at the same site and in the same position classification.

If management determines, at its sole discretion, that a position needs to be filled higher than the minimum wage rate, prior to offering the position at the higher rate to an external candidate, the Employer will offer the position at the higher rate to the most senior employee who self-identified for higher wage rate placement at that facility prior to the posting end date. The Employer is not required to repost the position at the higher rate.

If an employee is currently placed on the Schedule A table at a facility based on a market rate and transfers to another facility, that employee will be placed on the Schedule A table at the new facility in accordance with his/her seniority date.

b. Wages will be administered according to the attached Schedule A wage tables. Effective January 1, 2009, PRN employees are not eligible for annual increases. Current PRNs will continue to be paid at their current rate and continue to receive the \$3.00 PRN differential; but will not be eligible for future annual increases. All PRNs will be hired at the Introductory Wage Rate and move to the minimum wage rate after 6 months of employment with Wexford Health and then remain at the minimum wage rate plus the \$3.00 PRN differential. If a current regular employee is permitted to change to a PRN status, that employee's wage rate will be reduced to the minimum wage rate plus the \$3.00 PRN differential. Employees who were full-time for seven (7) years of continuous service immediately prior to retiring from Wexford Health Sources, Inc. at age 62 or greater, who are retained as PRN, will maintain his/her current wage rate and not receive the \$3.00 PRN differential.

Introductory Wage Rate

Employees will go to the minimum wage rate upon completion of six (6) months from date of hire.

On the Schedule A Wage tables, "Master Level MHP" is renamed "QMHP – clinically licensed". "Mental Health Professional" is renamed "QMHP – non-clinically licensed".

The job classification of Medication Room Assistant will be established and the Pharmacy Technician job classification will be eliminated. Licensure will not be required as a qualification for the Medication Room Assistant position.

To encourage both current and future-hired full-time non-clinically licensed QMHPs to pursue a clinical license, Employer will give them the option to request reimbursement for the costs of the exam and initial license fee upon passing the exam and obtaining their clinical license. Subsequent license renewal fees will be the responsibility of the individual and will not be eligible for reimbursement. QMHPs who request and receive a reimbursement for the exam and initial license fees must sign a repayment agreement, agreeing to complete one year of full-time service from the effective date of their clinical licensure.

Non-clinically licensed QMHPs hired on or after June 1, 2016 who subsequently obtain their clinical license will automatically be promoted to the QMHP - Clinically Licensed classification and Schedule A wage scale as of the effective date of their clinical licensure.

c. Years two (2) and three (3) – reopen negotiations for Schedule A Wages only – union retains the right to strike. Employer retains the right to lock out employees.

d. Remain at minimum wage rate until 1st anniversary date and then proceed through annual increases in accordance with Article XXI.

Effective July 10, 2022 employees will receive a 3.5% wage increase or a percentage taking them to the maximum of wage range, whichever is less. On the employee's seniority date, between July 10, 2022 through July 30, 2023, they will receive a wage increase of 2% up to the maximum of the wage range.

If addition of an increase will result in rate exceeding the maximum rate, the employee's rate will only be increased to the maximum rate.

SIGNATURES

In Witness whereof, the parties do set their hand this _____

FOR THE UNION:

Steve Hughart 8-8-22
STEVE HUGHART, (Date)
Business Manager
IBEW Local 702

FOR THE EMPLOYER:

[Signature] 8/8/22
ELAINE J. GEDMAN, (Date)
Executive Vice President
Chief Administrative Officer
Wexford Health Sources, Inc.