



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COMMUNITAS

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

AUGUST 1, 2017 THROUGH JULY 31, 2019

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – COMMUNITAS

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COLLECTIVE BARGAINING AGREEMENT

COMMUNITAS

THIS AGREEMENT is made and entered into at Bremerton, Washington this 1st day of August, 2017, by and between COMMUNITAS, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties.

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 Union Recognition. The Employer recognizes the Union as the exclusive collective bargaining agent with respect to wages, hours and conditions of employment for all regular full-time and part-time non-exempt employees employed by the Employer at its facilities in Kitsap County, Washington; excluding maintenance employees, on-call employees, temporary employees, confidential employees, managers, guards and supervisors as defined by the Act.

Section 1.2 Coverage. Whenever the word "employee" appears in this Agreement, it shall refer only to those employees for whom the Union is, pursuant to Section 1.1 of this Agreement, recognized as the exclusive bargaining agent.

ARTICLE 2

UNION MEMBERSHIP

Section 2.1. Union Security and Membership. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, in accordance with Article 1, within the time limits provided herein, become and remain members of the Union in good standing; PROVIDED THAT, if an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the Employer and the Union.

- A. The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, in accordance with Article 1, on the first of the month after thirty-one (31) days from the date of employment become and remain members of the Union in good standing; PROVIDED THAT, if an employee is a member of a church or religious body whose bona fide religious tenets or teachings forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity or to another charitable

organization mutually agreed upon by the Employer and the Union. Good standing shall depend on payment of initiation fees and dues in accordance with the attached dues schedule. The "effective date of employment" as used here and hereinafter shall be the first date on which work is commenced by the employee, including any employer mandated training.

- B. The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to pay the dues and fees on which he or she is delinquent within (30) thirty calendar days of receipt by the Employer of such notice, the Employer shall discharge the employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.2 Dues Deduction.

- A. The Employer agrees to deduct Union initiation fees and dues or service fees from the wages of each employee who has signed a dues deduction form, one-half from the first paycheck and one-half from the second paycheck of each month beginning thirty-one (31) days after the employee's initial work date.

The Employer shall forward such initiation fees and dues or service fees to the office of the Union by the 15th of the following month. The Employer will deduct unpaid Union dues/services fees and initiation fees from the final pay check of any eligible employee upon signed authorization from employee including itemized balance due five (5) days prior to issuance of final paycheck.

- B. The Employer shall distribute to new employees, on the effective date of employment, dues deduction authorization cards and explanatory materials as may be provided by the Union. The Union will supply the Employees signed payroll deduction of Union initiation fees and dues for the Employer's records.

Section 2.3 Political Action Dues Deduction. The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted and a roster of employees using this voluntary deduction will be transmitted directly to the Union's Political Action Fund at the same time that dues are submitted. The union and each employee authorizing the assignment of wages for the payment of voluntary political action contributions hereby agrees to indemnify and hold the Employer harmless from all claims, demands, suits and other liability that may arise against the Employer for or on account of any PAC deduction made from the employee's wages. In consideration for the Employer's agreement regarding voluntary PAC Fund deductions, the Union agrees that neither employees nor union representatives will solicit for political action fund deduction in work areas.

Section 2.4 Indemnification. The Union shall indemnify, defend and hold the Employer harmless from all suits, actions, proceedings and claims against the Employer or persons acting on behalf of the Employer, for any relief sought where the claim arises from the

application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the monthly dues must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.

Section 2.5 Hardship Fund Deduction. The Employer shall deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary Hardship Fund contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the assignment of wages for payment of voluntary contributions to the Union's Hardship Fund hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee.

ARTICLE 3

MANAGEMENT RIGHTS

Section 3.1 Employer retains the sole right to manage the affairs of the agency and to direct the working forces. Such functions of management shall include, but are not limited to, the rights, in accordance with the Employer's sole and exclusive judgment and discretion to:

- A. Determine the services to be provided, methods and schedules of work and services, the type of equipment and the sequence of work and services;
- B. Determine the number of employees to be employed;
- C. Use independent contractors and consultants to perform work or services, as long as such use does not directly result in the layoff or termination of current bargaining unit employees. Any use of independent contractors filling an open bargaining unit position will be limited to ninety (90) consecutive days.
- D. Subcontract, contract out, close down, or relocate the Employer's operations or any part thereof as long as said subcontracting or contracting does not directly result in the layoff or termination of a current bargaining unit employee;
- E. Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, and proper conduct on the part of employees, and to maintain client confidentiality;
- F. Direct generally the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge, suspend or otherwise discipline employees for cause, to promote, demote, or transfer employees, to assign them to shifts and location based on the needs of the program and determine the amount of work needed, and to lay off employees;

- G. Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- H. Determine the number and location of Employer's facilities.

Section 3.2 The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any express provision thereof.

Section 3.3 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 3.4 The Employer agree that the exercise of the above rights shall be consistent with the terms of this agreement.

ARTICLE 4

HIRING

Section 4.1 The Employer agrees that when bargaining unit vacancies occur or when new employees are needed to perform work covered by this Collective Bargaining Agreement, it shall notify the Union. The Employer retains total discretion in whom it shall hire.

Section 4.2 The Employer shall supply the Union on a monthly basis a list of all employees covered by this Agreement including their classification, department, rate of pay, hours worked, starting date, and scheduled shift. Each month the Employer shall send a list of new hires for the previous month, their addresses, telephone number, classifications, rate of pay and date of hire. The Employer will also send a list of bargaining unit employees who have terminated during the month, including name, reason for termination and effective date of termination.

Section 4.3 Notice of all open internal bargaining unit positions will be posted at the office and e-mailed to all employees for seven (7) days. The notice shall include job title, location, job duties and a description of skills and qualifications specific to that location and those individuals.

Section 4.4 Any newly created bargaining unit position or substantially changed bargaining unit position shall be subject to negotiations between the Employer and the Union.

ARTICLE 5

DEFINITIONS OF EMPLOYEES

Section 5.1 Regular Full-Time Employee. An employee who is regularly scheduled to

work thirty (30) or more hours per week.

Section 5.2 Regular Part-Time Employee. An employee who is scheduled to work less than thirty (30) hours per week.

Section 5.3 On-Call Employee. Those employees who are not regularly scheduled and who work on an “as needed” basis. On-call employees shall not be entitled to any benefits under this Agreement.

Section 5.4 Temporary Employee. Temporary employees are those hired to work for a limited period not to exceed ninety (90) days for the following reasons: special projects, peak workload conditions, or to fill in for an employee on a leave of absence. Qualified part-time employees shall be offered additional hours prior to hiring temporary employees. Temporary employees shall not be entitled to any benefits under this Agreement. Temporary assignments may be extended beyond ninety (90) days by mutual agreement between the Employer and the Union.

Section 5.5 Probationary Employee. Probationary employees are those who have been employed less than six (6) months.

Section 5.6 Benefit - Eligible Employee. An employee who is regularly scheduled to work thirty (30) or more hours per week and has been employed more than three (3) months.

ARTICLE 6

NON-DISCRIMINATION

Section 6.1 The Employer will not discriminate against an employee for Union activity.

Section 6.2 Neither the Union nor the Employer shall discriminate in conformance with applicable federal, state and local discrimination laws.

ARTICLE 7

MAINTENANCE OF STANDARDS

Section 7.1 Conditions of employment and benefits provided to employees by the terms of this Agreement may only be changed by mutual agreement between the Union and Employer during the term of this Agreement.

ARTICLE 8

SUBCONTRACTING

Section 8.1 Work which is performed by employees within the job classifications covered by this Collective Bargaining Agreement shall not be subcontracted by the Employer, if such contracting out would cause bargaining unit employees to be laid off. The Employer shall notify the Union and upon request bargain with the Union prior to contracting out bargaining unit

work.

ARTICLE 9

UNION BUSINESS

Section 9.1 The Employer agrees to grant a reasonable leave of absence to employees selected to perform work for the Union. In addition to the usual Union tasks this will include attending conventions and conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave of absence.

Section 9.2 The Union shall have the right to designate a reasonable number of shop stewards. The Union shall endeavor to have representation from each program, house and various shifts. The Union shall notify the Employer of the names of all shop stewards including the Chief Steward.

Section 9.3 A Union steward may be released without pay for meetings with management and for the purpose of investigating a specific employee complaint or grievance relating to this Agreement if requested by the employee. If the Union steward's presence at a meeting is required by the Employer, the Employer will pay the Union steward for time spent at the meeting. If there is no Union steward available during his/her non-work hours to attend an investigatory interview, the Employer will pay the Union steward for time spent at the meeting. The steward shall notify and receive permission from his/her supervisor before interrupting his/her assigned work, and such permission shall be granted unless a work operation requires the temporary postponement of the investigation.

Section 9.4 An employee may choose to have a shop steward present during any disciplinary (verbal or written) interviews.

Section 9.5 A Union Representative shall be allowed reasonable access to the Employer's place of business for the purpose of conducting Union-Management business and investigating grievances. However, such visitations shall be by prior written or verbal request to the Employer and will not interfere with employees' work or the quality of service. Such request shall not be unreasonably denied.

Section 9.6 Bulletin Boards, the email system, or log books where appropriate, will be made available by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities, courtesy copy to Executive Director.

Section 9.7 Rosters. The Employer shall supply to the Union monthly a list by email of all employees covered by this Agreement including their classification, work location, rate of pay, gross pay, hours worked, date of hire, schedule shift, address(es) and phone number(s). Each month the Employer shall also transmit a list of new hires for the previous and current month, their address(es), phone number(s), classification, work location, rate of pay, social security number and date of hire.

ARTICLE 10

WORK SCHEDULE

Section 10.1 Workweek/Workday. The regular hours of work shall not exceed forty (40) hours in any week. Workweek is from 12:01 a.m. Monday to 12:00 midnight Sunday.

Section 10.2 Overtime. Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all time worked in excess of forty (40) hours each week. Employer and Union agree that overtime should be avoided if possible.

Section 10.3 Overtime shall be approved by the Chief Operations Officer or designated representatives in advance. Overtime in excess of twenty (20) hours within a single pay period requires prior approval by the Chief Operations Officer or designated representative which is confirmed in writing. All overtime worked by a Team Leader requires prior approval by the Chief Operations Officer or designated representative which is confirmed in writing. (Emails are sufficient).

Section 10.4 Meal Periods. Employees shall receive a one-half hour meal period for each five hours worked. Due to the nature of The Communitas Group's business, employees are usually required to remain on premises throughout their scheduled shifts. The Parties agree that neither the terms of the collective bargaining agreement nor state regulations would be violated if the employer were to require an employee to remain on the premises during a paid meal break. Meal periods are considered hours of work when the Employer requires employees to remain on duty on the premises or at a prescribed work site and requires the employee to act in the interest of the Employer. When employees are required to remain on duty on the premises or at a prescribed work site and act in the interest of the Employer, the Employer shall make every effort to provide employees with an uninterrupted meal period. If the meal period should be interrupted due to the employee's performing a task, upon completion of the task, the meal period will be continued until the employee has received 30 minutes total of mealtime. Employees will be encouraged to take the meal period to which they are legally entitled.

Section 10.5 Rest Periods. Employees shall receive one ten-minute break for each four (4) hour work period. Employees working twelve (12) hour shifts shall receive three (3) ten (10) minute breaks. Reasonable attempts will be made to schedule breaks on an uninterrupted basis and as near to the mid-point of the four (4) hours as possible. Due to the nature of The Communitas Group's business, employees are usually required to remain on premises throughout their scheduled shifts. The Parties agree that neither the terms of the collective bargaining agreement nor state regulations would be violated if the employer were to require an employee to remain on premises during a paid rest period. Employees will be encouraged to take the breaks to which they are legally entitled.

Section 10.6 Report Pay Employees ordered by management to report to work outside

their normal work hours or on a normal day off to provide direct support services and who do report to work shall receive at least two (2) hours pay. This does not include phone calls to employees during non-scheduled times.

Section 10.7 If it is impossible to fill an open shift with an employee who will not be working overtime, the employer will first attempt to meet its overtime requirements on a voluntary basis by seniority of those in the same classification and work location on a rotating basis, providing the employee is qualified to perform the required work. When no volunteers are available overtime shall be assigned in order of reverse seniority first within the same classification and work location on a rotating basis taking into consideration the employees work schedule, providing the employee is qualified to perform the required work. The Employer will make a good faith effort to keep staff apprised of eligible part time employees.

Section 10.8 Flextime work schedules may be arranged within programs by mutual agreement between management and the employee affected, with notice to the Union. If employees need to be assigned to alternative locations on a temporary basis, the Employer shall ask for qualified volunteers. If not qualified volunteers are available, the assignment will be made in reverse order of seniority from among qualified employees.

Section 10.9 The Employer will make reasonable attempts to provide employees with two (2) consecutive days off.

Section 10.10 The Employer will notify the employee in writing twenty (20) days in advance where practical of a permanent schedule change, unless a shorter period of time is agreed to by the employee.

Section 10.11 Supported Vacations. All supported vacations are subject to approval of the Executive Director. Employees shall be paid their regular wage rate for all hours actually worked during supported vacations. The Quality Service Manager is responsible to conduct a planning meeting with the support staff. Employees are to agree, in writing, to the hourly wage and the conditions of the vacation in advance.

Section 10.12 Supported Vacations And Sleep-Over Rates. Hours actually worked during sleep-over shifts while on supported vacations shall be paid at the rate specified in Section 10.11 above except that eight (8) hours per day will be unpaid if the employee can usually enjoy an uninterrupted night's sleep during a shift of 24 hours or more. When an employee's sleep period is interrupted by a call to duty, the employee will receive the rate specified in Section 10.11 above for a minimum of one (1) hour. If the employee is not allowed at least five (5) hours of sleep during the scheduled sleeping period due to work interruptions, the entire shift shall be paid at the rate specified in Section 10.11 above. Employees will be furnished with appropriate sleep accommodations while assigned to such shifts. Employer will approve the accommodations prior to the commencement of the vacation.

Section 10.13 Replacement Employees. Management will be responsible for obtaining replacement employees when shifts are open due to a staff person being placed on administrative leave or extended FMLA.

Section 10.14 On Call Assignment. On Call pay. Any employee required to be on On-Call

status shall be paid in accordance with Appendix A for a minimum of two (2) hours per week for each week seven (7) days they are required to be on-call. Employees who perform work while on-call shall document all time worked on the Employer's Exception sheet and submit such documentation as appropriate. Assignment to on-call status will be made by rotation through the classification of Team Leader.

The following provisions shall apply to work performed by employees in the Team Leader classification while on-call status:

- a) On-call status will be for one week at a time, and will rotate equally through the classification of Team Leader.
- b) While on On-Call, an employee performing any work that is required to be performed shall be paid in 30-minute increments actual time handling calls or 30 minutes whichever is greater. Employees will receive a minimum of two (2) hours of pay at the straight time rate (or overtime rate, if applicable) per week seven (7) days on-call for work performed during that the on call week. Any employee called back to work at Communitas within eight (8) hours of the completion of the employee's regular work day shall be compensated for all hours worked in the callback at the rate of time and one-half (1½) the employee's regular rate of pay for a minimum of two (2) hours.

ARTICLE 11

PERSONNEL REVIEW/PAY PERIODS

Section 11.1 Personnel Files. By prior appointment, an employee shall have access to their personnel and financial records. An employee may grant written access to the Union to his or her records. The Union shall have access to the records of discharged employees.

Section 11.2 Evaluations. The Employer will maintain a performance appraisal system. Where appropriate and/or practical, it will be the goal of the Employer to conduct employee appraisals at least annually. Each employee shall have an opportunity to review and make comments on the performance appraisals. Employees shall be required to sign written performance appraisals signifying receipt of the appraisal. A copy of the completed appraisal will be given to the employee upon request.

Section 11.3 Pay Period. Pay periods shall be bi-weekly beginning on Monday and ending the second Sunday thereafter. Paydays shall be the second Tuesday following the end of the pay period. Payroll will be transmitted via electronic deposit with a remittance advice available during regular business hours on paydays.

Section 11.4 Payroll Errors. A paycheck error shall be corrected within seventy-two (72) hours from the time the employee notified the payroll office of the error in writing. If twenty-five dollars (\$25.00) or less, it will be included in the next paycheck. Paycheck error is defined as an omission by the employer or delayed entry by the employer of information provided to the Payroll department within the guidelines established that resulted in a paycheck reflecting an

incorrect net pay. Employee timesheet errors discovered after payroll processing will be adjusted in the next payroll period.

ARTICLE 12

PAID TIME OFF (PTO)

Section 12.1 Employees will accrue paid time off (PTO) as follows:

Completion of	Accrual Rate
0 – 23 months	0.0385 per hour worked until an employee has earned 80 hours in a calendar year. Once an employee has earned 80 hours, the employee will earn 0.025 per hour worked for the remainder of the year.
24 – 47 months	0.0577 per hour worked until an employee has earned 120 hours in a calendar year. Once an employee has earned 120 hours, the employee will earn 0.025 per hour worked for the remainder of the year.
48 – 95 months	0.0769 per hour worked until an employee has earned 160 hours in a calendar year. Once an employee has earned 160 hours, the employee will earn 0.025 per hour worked for the remainder of the year.
96 months and up	0.1154 per hour worked until an employee has earned 240 hours in a calendar year. Once an employee has earned 240 hours, the employee will earn 0.025 per hour worked for the remainder of the year.

Section 12.2 All employment will be of consecutive duration for purposes of accrual of paid time off. An employee accrues paid time off from the first day of employment, but is not eligible to take accrued PTO until the ninetieth (90th) calendar day after the commencement of his or her employment. Employees with 0-23 months of seniority may only carry over up to ninety-two (92) hours of accrued, unused PTO to the following calendar year. Employees with 24-47 months of seniority may only carry over up to one hundred thirty-eight (138) hours of accrued, unused PTO to the following calendar year. Employees with 48-95 months of seniority may only carry over up to one hundred eighty-four (184) hours of accrued, unused PTO to the following calendar year. Employees with 96 and more months of seniority may only carry over up to two hundred eighty-four (284) hours of accrued, unused PTO to the following calendar year. Employees are encouraged to take PTO; payment in lieu of PTO is not authorized.

Employees may not work during the period of time for which they have claimed and have been granted PTO. The employee using PTO will not work an extra shift within 24 hours of the missed shift. If an employee is terminated by the Employer for cause, he or she shall forfeit all accrued PTO. Upon resignation, employees will be reimbursed for unused PTO at the wage rate he/she is earning at the time of resignation if he/she has completed one year of service and a minimum of two weeks written notice has been provided prior to the effective date of the resignation. If an employee forfeits his or her PTO under one of the above circumstances, and if said employee is then rehired within twelve months of separation, then previously accrued unused PTO shall be reinstated if the employee reached the ninetieth (90th) calendar day of employment prior to separation. If said employee did not reach the ninetieth (90th) calendar day of employment prior to separation, the previous period of employment will be counted for purposes of determining the employee's entitlement to use PTO. In the event of an employee's death, the Employer will pay any earned but unpaid wages and PTO in accordance with RCW 49.48.120.

Section 12.3 Employees are expected to use PTO for any necessary absence, planned or unplanned, including paid sick leave for the authorized purposes outlined in RCW 49.46.210(1)(b) and 49.46.210(1)(c), vacation and leaves of absences (unless an employee has applied for and been approved to use unpaid personal leave hours). However, the procedures to use planned and unplanned PTO vary as unplanned PTO is considered for emergency situations not covered by the authorized purposes outlined in RCW 49.46.210(1)(b) and 49.46.210(1)(c). Employees are allowed to use planned PTO days provided the employee has the necessary accrued PTO. Absences protected by law (for example, FMLA, paid sick leave for the authorized purposes outlined in RCW 49.46.210(1)(b) and 49.46.210(1)(c), and Washington Family Care Act) will not be considered an unplanned PTO occurrence.

In the event of unplanned PTO, every employee must call his or her location reporting the need for the absence with as much notice as possible prior to the shift start. It is first the employee's and subsequently the team's responsibility to cover the shift. The employee must leave a message on the sick line explaining the absence, prior to the shift start.

Section 12.4 For the purposes of planned PTO not covered by the authorized purposes outlined in RCW 49.46.210(1)(b) and 49.46.210(1)(c), employees will post for PTO within each team. Each team will keep current (PTO) calendar to monitor upcoming vacations and available dates for future (PTO) requests. Approval of said planned PTO will be based on seniority and on a first come first served basis provided enough PTO has accrued. The PTO coverage will first be offered to team members. Leave may only be covered with minimum use of pre-approved overtime. The Team Leader will submit the leave request which will include team coverage to the Human Resources Manager. The Human Resources Manager will be responsible to find coverage for the effected shifts. The Human Resources Manager will send out a broadcast email to all employees to notify them of the available hours. Requests for PTO of 1-3 days must be submitted 1 week in advance of the desired PTO. Requests for PTO in excess of three (3) days must be submitted two (2) weeks in advance.

Section 12.5 Employees must use accrued PTO for planned and unplanned time off, subject to the provisions of Section 12.3 above. Leave without pay requires prior approval from the Executive Director or designee.

Section 12.6 Employees that work their regularly scheduled shift or pre-approved PTO coverage on the following holidays will have their PTO bank credited at straight time for all hours worked on these holidays: New Years Day, Thanksgiving Day, and Christmas Day.

Section 12.7 If the need for PTO is foreseeable, the employee must provide notice to the Employer at least ten days, or as early as practicable, in advance of the use of PTO.

If the need for PTO for the authorized purposes outlined in RCW 49.46.210(1)(b) and 49.46.210(1)(c) is unforeseeable, the employee must provide notice to the Employer as soon as possible before the scheduled start of their shift, unless it is not practicable to do so. In the event it is impracticable for an employee to provide notice to the Employer, a person on the employee's behalf may provide notice to the Employer.

The following applies when an employee requires PTO for an authorized purpose under the Domestic Violence Leave Act, chapter 49.76 RCW: When an employee is unable to give advance notice to the Employer because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, the employee or his or her designee must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

ARTICLE 13

LEAVES OF ABSENCE

Section 13.1 Maternity/Paternity Leave. Employees who are not eligible for leave under Section 13.2 will be granted maternity/paternity leave not to exceed eight (8) weeks. An additional leave of absence may be granted for a period in excess of eight (8) weeks upon presentation of a doctor's certificate or by mutual agreement. Employees shall retain and accumulate seniority during such leave. However, accrual of seniority shall not exceed ninety (90) days.

Employees on maternity/paternity leave must use accumulated PTO (where eligible) to the extent it has accrued or leave without pay (where the employee has no PTO available).

Employees in an unpaid status may pay the monthly premium for their health insurance in order to remain on the group coverage subject to COBRA regulations.

Section 13.2 Family Leave. During a twelve month period, employees will be granted unpaid leave not to exceed twelve (12) weeks to care for a newborn child, adopted child or foster child under the age of six or to care for a child, spouse, or parent who has a serious health condition. A leave will also be granted to an employee who is unable to perform the functions of his/her job due to a serious health condition or as otherwise required by law.

To be eligible for this benefit, an employee must have worked at least 1,250 hours during the twelve month period preceding the requested leave. In addition, for a foreseeable birth, adoption, or medical treatment for a serious health condition, an employee must give his/her supervisor reasonable notice (30 days) of his/her request for leave.

The employee shall use accumulated PTO (where eligible) or leave without pay (where the employee has no PTO available) to cover some or all of the family or medical leave. Employees may elect to reserve up to forty (40) hours (pro-rated for part-time) of PTO.

Requests for leave in excess of twelve (12) weeks will be at the sole prerogative of the Employer.

Leave may be taken intermittently or on a reduced work schedule for an employee or qualifying family member if medically necessary.

If the leave does not exceed twelve (12) weeks, the employee shall be entitled to the same or comparable job upon return.

Employees shall retain and accumulate seniority during such leave. However, accrual of seniority shall not exceed ninety (90) days.

Section 13.3 Jury Duty. Employees will be granted civil leave if called to serve on a jury or subpoenaed to testify in court. An employee will be paid the difference between compensation received for jury or courtroom duty and his/her regular base pay for up to ten (10) working days per calendar year. An employee is required to make arrangements with his/her supervisor in advance of the absence. Documentation of service must be provided to Employer.

Section 13.4 Bereavement Leave. In case of death in the immediate family an employee shall be granted a leave of four (4) working days. Up to four (4) days of pay may be taken from PTO accrual for this purpose. Bereavement leave of one (1) day may be extended to other than immediate family with the approval of the Executive Director. If an employee needs to travel more than five hundred (500) miles from Bremerton, an additional day of bereavement leave shall be granted.

"Immediate Family" for this Agreement is defined as: spouse, significant other (a person in a committed relationship no less than two (2) years in duration), state registered domestic partner, parent, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. (Foster and step shall be considered as immediate.)

Section 13.5 Military Leave. Employees who are ordered to or volunteer for military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component may take a leave of absence for the length of service. Military leaves are without pay and no benefits shall accrue during the period of the leave, except as may be specifically required by applicable federal or state law.

Section 13.6 General Leave. Leave of absence may be granted in writing by the Employer, on request of the employee, at the Employer's sole and absolute discretion subject to approval by the Executive Director. Such request must be made to the Employer in writing with a copy to the Union. Leave of absence may be granted for up to one (1) year. Exceptions to the duration of leaves of absence may be made by mutual agreement in writing between the Employer and the Union. During approved leaves of

absence without pay, employees may pay their own health insurance premium in order to remain on the group coverage in accordance with COBRA regulations. Employees on leave of absence shall retain but not accumulate seniority. If the leave is less than ninety (90) days, the employee is guaranteed back the same or comparable job in the agency. (A "comparable job" is not necessarily a job in the same location, program or shift.) If the leave exceeds ninety (90) days, the employee shall be offered the first available job for which they qualify.

Section 13.7 All Other Leaves. All other leaves of absence will be in accordance with applicable federal or state law.

ARTICLE 14

SENIORITY

Section 14.1 Newly hired employees shall be considered probationary employees for a period of six (6) months of active employment. Discipline and discharge of employees during their first six (6) months of employment is not subject to any just cause or progressive discipline requirements or to the grievance procedure and arbitration provisions of this Agreement.

Section 14.2 Application Of Seniority. Staffing, promotion, transfer and scheduling decisions shall be made on the basis of seniority where ability, efficiency, reliability, qualifications, capacity, competency and compatibility are relatively equal. The Employer shall determine whether an employee is qualified for a particular job. Furthermore, the Employer shall determine an employee's ability, efficiency, reliability, qualifications, capacity, competence and compatibility. The Employer may fill a vacant position with a person from outside of the organization if the Employer determines that no eligible current employee possesses the desire and ability to adequately perform the job at the present time. Other applications of seniority are included in other specific sections of this Agreement.

Section 14.3 Accrual Of Seniority. Seniority shall mean an employee's continuous length of service within the bargaining unit from most recent date of regular hire. Seniority shall not apply until the employee has completed the required six (6) month probationary period. Upon satisfactory completion of this probationary period, the employees shall be credited with seniority from most recent date of regular hire. Including:

- A. Time lost by reason of accident and bona fide illness not to exceed twelve (12) calendar months.
- B. Time spent on layoff status not to exceed twelve (12) calendar months.
- C. Time spent on jury duty, witness service or bereavement leave.

Section 14.4 Loss Of Seniority. Seniority shall be lost for the following:

- A. Resignation or voluntary quit (failure to report absence from work for three (3) consecutive scheduled work days will be considered a voluntary quit unless excused by the Employer).
- B. Retirement.
- C. Discharge.
- D. Inability of the Employer to contact employee because of employee's failure to keep Employer advised of a current address and phone number (if any).
- E. Failure to report to work within five (5) days after receipt of notice of recall from layoff by Employer.
- F. Absence by reason of layoff for a period of twelve (12) calendar months or more.

Section 14.5 Regular employees who transfer to regular jobs within the Employer but outside the bargaining unit and return to the bargaining unit without a break in continuous regular employment with the Employer shall not lose previously accrued seniority within the bargaining unit.

Section 14.6 Accrued benefits will not be lost due to time spent on layoff status not to exceed twelve (12) calendar months.

ARTICLE 15

LAYOFF AND RECALL

Section 15.1 If a reduction in the bargaining unit is necessary, the following procedures shall be used:

The Employer will identify the job classification, program and/or location in which the layoff needs to occur.

Employees will be laid off in order of the least seniority in the identified job classification, program and/or location where ability, efficiency, reliability, qualifications, competency and compatibility are relatively equal.

Employees who are targeted for layoff shall receive ten (10) working days' notice, or pay in lieu thereof, with reasonable time off for interviews.

If job or shift reassignments need to occur as a result of a layoff, the Employer shall first ask for volunteers within the effected location(s) and/or program(s). If no volunteers are available, assignments will be made in the reverse order of seniority within the effected location(s) and/or program(s), provided employees are qualified to perform the work.

Laid off employees shall receive benefit pay out information and exit information in writing

upon notice.

Section 15.2 Recall shall be in the inverse order of the layoff procedure within the affected location(s) and/or program(s). Based on seniority, employees shall be returned to any job opening for which they qualify within the agency prior to hiring new employees.

Section 15.3 Any employee laid off from a position shall be placed on the recall list for a period of twelve (12) months.

ARTICLE 16

PROMOTIONS AND TRANSFERS

Section 16.1 Job Openings. Notice of regular job openings within the bargaining unit shall be as follows:

- A. Transfer opportunities from one shift to another on the same work location or an initial transfer to a vacant position in another work location shall be made available to all regular employees within the affected work location for seventy-two (72) hours excluding holidays and weekends prior to a general job posting. The internal process will be completed within the initial seventy-two (72) hour time frame. Employees will submit their desire for internal transfer in writing and will submit this request to the Human Resource Manager. Newly hired employees who are still in their probation period are not eligible under this Section 16.1 A.
- B. After the Internal process, openings will be posted through the Employers email system for all bargaining unit members for seven (7) calendar days. Employees will submit their desire for regular job openings in writing and will submit this request to the Human Resource Manager.
- C. After seven (7) days, job openings may be posted for external candidates. Newly hired employees who are still in their probation period, shall be selected for these job openings prior to external candidates, if they are qualified for the position.
- D. Upon being selected for a new position, the employee shall be ineligible for other job openings for a period of six (6) months from starting in the position, unless otherwise agreed to by the Employer. Such decision shall not be made arbitrarily or capriciously.

Section 16.2 Promotion is hereby defined as a move from a lower salary range to a higher salary range. Transfer is defined as a lateral move within the same salary range. If a transfer or shift change needs to occur as a result of the operational needs of a program, the Employer shall first ask for qualified volunteers. If no qualified volunteers are available, transfers and shift changes will be made in the reverse order of seniority from among qualified employees. It is the intention of the Employer to fill job vacancies from within the organization before hiring new employees, provided employees are available with the necessary qualifications to fill the vacant position.

Section 16.3 Promotions and transfers (where more than one employee is seeking the transfer) shall be made on the basis of seniority where ability, efficiency, reliability, qualifications, capacity, competency and compatibility are relatively equal. An employee who is promoted to a higher position shall be placed at the nearest step in the new classification wage range which would provide for a minimum increase of five percent (5%), not to exceed the top of the new range. An employee who transfers shall retain step placement and seniority. All employees so promoted or transferred shall be placed on the higher rated job for a trial period not to exceed ninety (90) working days (or one hundred fifty (150) days for obtaining their health care aide certificate). In the event the employee does not successfully pass the trial period, such employee shall be returned to the position previously held or a similar position in the employee's prior program, without any loss of seniority. "Similar position" will be construed to mean the same job classification and benefit status, but will not be construed to mean the original location, shift or days scheduled. Furthermore, the hours of work scheduled per week shall not vary by more than four (4) hours from the prior position.

Section 16.4 Changes in Shift. A change in shift shall be defined as any extended change in work schedules or shifts of two or more hours. Such changes will be done in accordance with this Agreement.

ARTICLE 17

HEALTH AND SAFETY

Section 17.1 The Employer agrees to promote high standards of safety for all employees.

Section 17.2 Employees shall report any unsafe conditions to their supervisor, who has the authority to deal with the matter in accordance with the established procedures.

Section 17.3 Employees who are involved in an accident or receive any injury whatsoever during the course of their duties must report the incident to their supervisor no later than the end of their shift unless physically unable to do so.

Section 17.4 The Employer will pay for all training and/or certification fees required by the Employer or regulatory agencies to maintain safety standards subsequent to the date of an employee's hire (*i.e.*, health tests, inoculations, CPR, food handler's card, etc.). New employees are expected to have all mandatory training and/or certifications as a prerequisite of hire.

Section 17.5 The Employer will continue its Health and Safety Committee in accordance with all regulatory requirements. The purpose of this Committee shall be to investigate health and safety issues and to make recommendations to agency administration on education and preventive health measures for the workplace and its employee. There shall be at least two Union designees on this committee. The Employer will notify the Union if there is a vacancy of one of the Union designees.

Section 17.6 This Committee shall meet monthly at times and dates agreed upon designated at the beginning of each calendar year.

Section 17.7 The Committee shall maintain minutes of its meetings that will be posted at each work site and provided to the Union Office.

ARTICLE 18

EMPLOYEE BENEFITS

Section 18.1 Minimum Essential Coverage Medical Plan. The Employer will pay the premiums in full for employee only coverage for each eligible regular full time employee (as set forth in Section 18.2 below) for coverage under the Communitas Group, Inc. Minimum Essential Coverage (MEC) Group Health Plan. Eligible employees who elect to purchase coverage for their dependents must authorize the Employer, in a form acceptable to the Employer, to withhold from their paychecks and to remit to the insurance carrier the appropriate monthly premiums due for the dependent coverage elected by the employee. If, for any such period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit directly to the Employer, not later than the 5th of the month, the amount of premium owed by the employee. The Employer will not pay any premiums for dependent coverage on behalf of employees who do not comply with the above requirements and dependent coverage is subject to termination.

All eligible employee may voluntarily waive coverage under the Communitas Group, Inc. Minimum Essential Coverage (MEC) Group Health Plan by submitting a signed waiver form to the Employer. If there is a loss of coverage, employees should notify the Employer within thirty (30) days. Loss of other group insurance can constitute a special open enrollment opportunity.

Section 18.2 Effective Dates of Coverage. Only current regular full time employees are eligible to participate in the above insurance plan. A “current regular full time employee” for purposes of health insurance coverage only will be defined consistently with regulations defining “full time employee” which are developed under the Patient Protection and Affordable Care Act (PPACA). Coverage of an eligible current regular full time employee under the insurance program set forth above shall commence on the first of the month immediately following sixty (60) days of employment for the Employer. For part time employees moving to full time status, coverage will become effective the first of the month following date of “full time” employment, provided that the employee had been employed at least sixty (60) days upon transferring to full time status. The Summary Plan Description may set forth additional eligibility requirements with respect to specific benefits.

Coverage will terminate in accordance with the rules described in the Summary Plan Description. In addition, the following rules apply. Health insurance coverage shall terminate on the last day of the month immediately following an employee’s date of termination of employment, retirement, death, layoff, and/or the beginning of an approved leave of absence that does not require the Employer to pay an employee’s health insurance premiums while on said leave (for example, the Employer will continue to pay premiums for an employee’s health insurance coverage in accordance with legal requirements while he/she is on FMLA, but not for other types of leaves that do not have this legal requirement).

Section 18.3 Scope of Employer Responsibility. The Employer's responsibility under this Article 18 is limited to the payment of necessary premiums to purchase the insurance described in Section 18.1. It has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 18. No dispute arising under or relating to this Article 18 shall be subject to the grievance procedures set forth in Article 20 of this Agreement, except an allegation that the Employer has failed to pay the premiums required to purchase the insurance coverage.

Section 18.4 Change In Carrier. The Employer will have the option during the term of this Agreement to change carriers, or to institute a self-insured program, with the same benefit levels in coverage. This option may be instituted at the sole option of the Employer without further bargaining with the Union.

Section 18.5 Repeal or Modification of the Patient Protection and Affordable Care Act (PPACA). If the Patient Protection and Affordable Care Act (PPACA) is fully repealed and not replaced or if there is no longer a legislative mandate for an employer to provide health insurance coverage to its eligible employees and the Employer intends to cease or make modifications to the insurance coverage referenced in this Article 18.1, the Employer will provide the Union with no less than thirty (30) days notice of such intention.

ARTICLE 19

EMPLOYEE REIMBURSEMENT

Section 19.1 Mileage. Employees who are required to utilize their personal vehicles to transport clients or for Employer business shall be reimbursed at thirty-eight cents (.38) per mile.

Section 19.2 Employees shall receive reimbursement for reasonable meal expenses, up to nine dollars (\$9.00) per day, incurred while with clients upon production of proper receipts with any exceptions to be pre-authorized in writing. Teams will be responsible to ensure meal reimbursements do not exceed the applicable monthly allowances for their locations.

Section 19.3 The Employer will be responsible for employee property damage resulting from client action unless negligence on the part of the employee is determined to exist.

ARTICLE 20

GRIEVANCE PROCEDURE AND ARBITRATION

Section 20.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and/or conditions of this Agreement. If any such grievance should arise, it shall be processed by the grievant or Union representative in accordance with the following procedure.

Section 20.2 Time Limits. Time limits set forth in the following steps may be extended only by mutual written consent of the parties hereto. If the grievant or Union does not comply with the time limitations, this shall constitute automatic withdrawal of the grievance. If the Employer does not comply with the time limitations, the grievant or Union shall have the right to proceed to the next step of this procedure. Grievances not raised and processed in accordance with the following procedure and time limits will be waived and will not be considered.

Section 20.3 Procedure. Except as specifically stated herein, this procedure shall serve as the sole and exclusive mechanism for adjudication of disputes which may arise out of any violation of this Agreement alleged by the Union. At any step of this procedure, the Union representative shall have the right to be present. Grievances involving employee termination will automatically start at Step 2. Union Representative may be present at each step of the grievance.

Step 1. Case Manager/Director of Case Management

All complaints and disputes concerning the interpretation and/or application of this Agreement shall be presented in writing by the grievant or Shop Steward to the grievant's case manager within fourteen (14) calendar days of the grievant's knowledge (or when the grievant should have known) that a grievance exists. The written grievance shall specify the provision of this Agreement allegedly violated, the date of such violation, and the remedy sought by the grievant. The case manager shall be given fourteen (14) calendar days to resolve or respond to the grievance.

Step 2. Administration.

If the grievance is not resolved in Step 1 above, Union shall present the written grievance to the Administrator or designee within seven (7) calendar days from the Step 1 decision. The Administrator or designee shall meet with a Union representative and shall submit a written reply to the grievant, with copy to the Union representative, within seven (7) calendar days following such meeting.

Step 3. Mediation.

At the conclusion of Step 2, if no solution is reached, the Union shall submit the grievance to a mediator from the Federal Mediation and Conciliation Service (FMCS). Such reference, if made, must be made within seven (7) calendar days following receipt of the Employer's answer in Step 2. The federal mediator will have thirty (30) calendar days to attempt to mediate a resolution. If neither party takes action within seven (7) calendar days from the end of the thirty (30) calendar day period, the matter will be considered dropped and no further action will be taken by either party regarding this grievance.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within fifteen (15) calendar days following the completion

of the mediation process. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking names from panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party. Each party is wholly responsible for, and will bear the entire expense of, its own attorney(s), expert witnesses, fact witnesses, and other representatives, regardless of the outcome of the arbitration award or who is determined to be the prevailing party.

Section 20.4 No-Strike No-Lockout. It is the intention of the parties to settle disputes by the grievance/arbitration procedure provided herein. Therefore, during the term of this Agreement, the Employer will not lock out its employees, and neither the employees nor their Union's agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any strike, including a sympathy strike, walkout, slowdown or other interference with the operations of the Employer.

ARTICLE 21

CHANGES IN POLICY AFFECTING BARGAINING UNIT

Section 21.1 The Employer will provide a copy of the current policy manual to each of the households and to the Union office, and a copy will be available at the Employer's main office. The Employer agrees to inform the Union office in writing of any significant changes in policy, procedure or reorganization concerning bargaining unit employees at least fourteen (14) calendar days prior to implementation when practical. The Union will notify the Employer within seven working days if it wishes to negotiate on the matter.

ARTICLE 22

UNION-MANAGEMENT COMMITTEE

Section 22.1 A minimum of two management appointees will meet as mutually agreed upon but not less frequently than each quarter at the Employer's locale with the Chief Steward and two other Union appointees for the purpose of:

- (1) discussion of the administration of the contract
- (2) discussion of problems which may affect bargaining unit members
- (3) dissemination of items of general interest to the parties
- (4) discussion of training and safety needs for employees.
- (5) act in the capacity of a Benefit Review Team with responsibilities to

investigate, review and recommend potential and ongoing Benefit Offerings.

Section 22.2 Prior to the meeting a written agenda, agreed to by both parties, shall be prepared by management. Chairperson shall be selected by the Committee. Agenda may be supplemented as agreed to by both parties.

Section 22.3 Minutes shall be taken by a representative designated by the Chair. Topics discussed and disposition of each shall be recorded. Minutes shall be signed by both parties. Copies of minutes will be sent to the Union office and the Executive Director and emailed to the employees within two weeks of the meeting.

Section 22.4 This Committee shall have no power to bind either party. It is set up for informal discussion only.

ARTICLE 23

SEPARABILITY

Section 23.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 24

WAGES

Section 24.1 The wage rate for each bargaining unit employee shall be as set forth in Appendix A. Upon expiration of this collective bargaining agreement, the Employer's obligation to provide pay increases shall terminate. The wage rates listed in this Labor Agreement will be the guaranteed minimum rates of pay for each classification. The Employer may, at its sole and absolute discretion, provide premium pay notwithstanding this Agreement and may revoke said premium pay at its sole and absolute discretion. The premium pay may be to the individual, group or organization-wide. The Employer will maintain the right to advance an employee through the wage scale faster than is required by the collective bargaining agreement, in its sole and absolute discretion.

Section 24.2 Should a new job classification be established by the Employer, the wage rate for such position shall be established by the Employer so that, in the Employer's opinion, it is in fair relationship to other bargaining unit positions at the Employer. The Employer will provide the Union as much advance notice as is practical, but no less than thirty (30) days, prior to the planned implementation. If the Union contends that the wage rate for such new position has not been set in fair relationship to other bargaining unit positions, the Union may file a grievance under the terms of the grievance procedure set forth in this Collective Bargaining

Agreement.

Section 24.3 Shift Differential. Employees working graveyard shift schedules at Group Homes shall be paid a shift differential of two dollars (\$2.00) per hour worked. Employees will be paid shift differential for working during the following hours at the applicable following locations:

Garland	10:00 pm – 8:00 am
Harrison	9:00 pm – 7:00 am
Loop	10:00 pm – 8:00 am
Martin	10:00 pm – 8:00 am
Martin	10:00 pm – 6:00 am

Section 24.4 Open Negotiations for Changes in Funding. Either party reserves the right to open negotiations on wages/benefits when changes occur in the State reimbursement rate or other factors such as a change in the number of client hours served which significantly impact the Employer's budget. The party desiring to open negotiations must notify the other of its desire to do so in writing. The parties agree to meet and discuss this issue within thirty (30) calendar days of receipt of said written notice.

ARTICLE 25

SUBSTANCE ABUSE POLICY

Section 25.1 The Substance Abuse Policy applicable to bargaining unit employees shall be as set forth in Appendix B.

ARTICLE 26

WARNING AND DISCIPLINARY ACTION

Section 26.1 Discipline or Discharge for Just Cause. No regular employee who has completed six (6) months of active employment shall be disciplined or discharged except for just cause. Upon termination, an employee, upon request, shall be given a written statement of the cause of discharge within three (3) working days of said request. The Employer agrees to notify the Union Representative of any discharge of a bargaining unit Employee.

Section 26.2 Progressive Discipline.

- A. The Employer and Union agree that in correcting inappropriate employee conduct the Employer shall employ progressive discipline which may include verbal counseling and warnings, written warnings, probation, suspensions and discharge. The Employer will evaluate the conduct of the employee and the circumstances of the incident to determine what level of discipline is

appropriate. The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, omit any of the steps and proceed directly to discharge. Conduct falling in this category, depending on its severity, may include, but shall not be limited to failing to maintain client confidentiality; abusing clients; abandonment of position; unauthorized removal of property; intentionally damaging the property of others; fighting; violation of Employer's harassment or discrimination policies; fraud; falsification of documents; insubordination; possession, use or sale of alcohol or illegal drugs while on Employer-related business or property; or being under the influence of drugs or alcohol in said circumstances, The principles of just cause apply to all levels of discipline.

- B. An employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in his/her personnel file within seven (7) calendar days of placement in the file. The employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that he/she has seen it and comprehends the gravity of the disciplinary action taken. An employee is required to acknowledge by his/her signature receipt of the written warning. Employees shall have the right to review and comment on performance evaluations placed in their personnel files within seven (7) calendar days of placement in the file.
- C. Employees who are terminated shall receive benefit pay out information and exit information in writing at time of termination.
- D. Employees who have a disqualifying background check will automatically be terminated.

ARTICLE 27

SOLE AGREEMENT

Section 27.1 This written Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing Agreement between the parties hereto. This Agreement specifically supersedes all prior commitments or practices between the Employer and the Union or its employees, except insofar as such prior commitments or practices are expressly and specifically adopted in this Agreement and expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 27.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this written Agreement. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly

waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

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ARTICLE 28

TRAINING

Section 28.1 Training needs will be determined by the Employer. As needed, a training committee will establish a training plan, subject to the approval by Employer.

Section 28.2 Employees will be informed of minimum training requirements and opportunities. Expenses and reimbursement for training and conferences will be administered in accordance with the policy manual. All time spent at mandatory training required exclusively by the employer shall be considered as time worked and paid as such except for training required as a condition of employment for the employee's job, including but not limited to CPR, First-Aid, Food Handlers, TB Test and background check (including fingerprinting).


ARTICLE 29

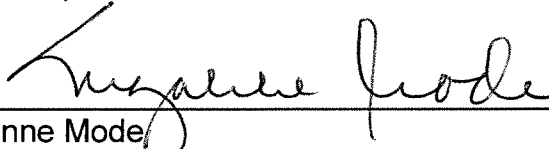
TERMINATION AND RENEWAL

Section 29.1 This Agreement shall become effective as of August 1, 2017 and shall remain in effect through July 31, 2019 and shall thereafter automatically renew itself annually unless either party shall give at least sixty (60) days' written notice prior to the anniversary date of its desire to terminate, modify, or change this Contract. Upon the giving of such notice, the parties shall proceed in negotiations.

EXECUTED in Bremerton, Washington this _____ day of September 2017.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO

By 
Leslie Liddle
Union Representative

By 
Suzanne Mode
Business Manager

COMMUNITAS

By 
Alan Petersen
Executive Director

APPENDIX “A”

WAGE SCALE

Effective August 1, 2017

<u>DSP</u>		<u>Hourly Wage</u>		
STEP	MONTHS	DSP	DSP	TEAM LEADS
		GROUP HOME	SUPPORTED LIVING	
1	0-12 months	11.65	11.65	15.81
	Upon Certification	11.85		
2	13-24 months	12.05	11.85	16.21
3	25-36 months	12.25	12.05	16.61
4	37-48 months	12.45	12.25	16.90
5	49-60 months	12.65	12.45	17.19
6	61-72 months	12.85	12.65	17.50
7	73-84 months	13.05	12.85	
8	85-96 months	13.25	13.05	
9	97-108 months	13.45	13.25	
10	109-120 months	13.70	13.50	
11	120-132 months	13.95	13.75	

Note: Anniversary date is calculated using the employee’s most recent date of hire. Employment period as on-call staff will not be used. Group Home rate begins after HCA certification is acquired.

APPENDIX “A”

WAGE SCALE

Effective August 1, 2018

<u>DSP</u>		<u>Hourly Wage</u>		
STEP	MONTHS	DSP	DSP	TEAM LEADS
		GROUP HOME	SUPPORTED LIVING	
1	0-12 months	12.10	12.10	16.36
	Upon Certification	12.30		
2	13-24 months	12.50	12.30	16.76
3	25-36 months	12.70	12.50	17.16
4	37-48 months	12.90	12.70	17.45
5	49-60 months	13.10	12.90	17.74
6	61-72 months	13.30	13.10	18.05
7	73-84 months	13.50	13.30	
8	85-96 months	13.70	13.50	
9	97-108 months	13.95	13.75	
10	109-120 months	14.20	14.00	
11	120-132 months	14.45	14.25	

Note: Anniversary date is calculated using the employee’s most recent date of hire. Employment period as on-call staff will not be used. Group Home rate begins after HCA certification is acquired.

APPENDIX B

DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE

Communitas is committed to providing a safe, healthy, and efficient working environment for all employees. To help achieve this goal, employees are prohibited from:

- possessing, distributing, selling, manufacturing, being under the influence of any illegal drug, or being under the influence of alcohol or marijuana;
- consuming alcoholic beverages while on company premises, in company vehicles, or while on company business or time, or bringing alcohol onto company premises;
- consuming marijuana while on company premises, in company vehicles, or while on company business or time, or bringing marijuana onto company premises; and
- abusing prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to disciplinary action up to, and including, termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or the presence of alcohol will be considered being "under the influence." Refusal to submit to a drug and/or alcohol screen is grounds for immediate termination. If an employee is discharged for violation of this policy, he/she is ineligible for rehire for a minimum of one year after such discharge.

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes should, in the event such drugs would impair their physical, mental, emotional, or other faculties, notify The Director of Human Resources.

The organization's substance abuse program includes several components to support its efforts to remain drug-free, including:

- supervisory training;
- employee awareness program;
- drug testing for accidents involving injury and/or property damage;
- drug testing when a supervisor suspects that an employee is "under the influence" during working hours;
- drug testing on a random basis; and
- an Employee Assistance Program (EAP).

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in each employee's medical file, which will be maintained separately from the employee's personnel file. These medical files will be kept locked and secured, and access will be limited to certain individuals in the organization. Under no circumstances should the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know.

If employees are involved in an accident causing more than \$1,000 in damage to property or require medical attention away from the premises, they will be screened to determine whether they test positive for drugs and/or alcohol.

If a team member suspects (by observing any of the symptoms outlined in Appendix C) that an individual is at work and under the influence of alcohol and/or drugs, they should immediately notify the

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Chief Operations Officer and/or an officer in the organization. The COO designee will make the determination to test the employee.

The Employer shall initially select reputable facilities for base testing and confirmatory testing at Employer expense. The facility for confirmatory testing must meet all standards set by Federal Health Agencies for laboratory performance and standards of measurement set by the U.S. Department of Transportation. And they must employ certified Medical Technologists and Technicians. The Union will be provided with the testing facilities' names, addresses, and credentials if requested. The employee, at his/her expense, will have the opportunity to have a reputable testing facility, meeting the above criteria, test the same sample submitted to the original test facility.

The employee will notify the Executive Director of this request, in writing, within two (2) business days of the notification of the test results.

If the secondary test confirms the initial positive test result, the employee will be immediately suspended for violation of company policy. The employee must then either sign a "Last Chance Agreement" and comply with the recommendations of the EAP provider, or be terminated.

While the organization does not condone the abuse of alcohol, prescription drugs, and/or use of illegal drugs, Communitas does recognize that addiction to drugs and/or alcohol can be treated. It is the intent of Communitas and the Local Union to correct problems associated with drug and alcohol through the EAP rather than to initially penalize employees based on test results. Therefore, if an employee recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection, Communitas will assist the employee in seeking treatment. Moreover, an employee who is a first-time offender of this policy as evidenced by a positive result on a test, will have an opportunity to retain his or her employment by entering into a last Chance Agreement.

The terms and conditions of each Last Chance Agreement will be put in writing and signed by the employee, the Union and the Company. Each Last Chance Agreement will contain some basic core requirements, but will be designed giving consideration to the individual's circumstances.

All employees required to take a test (except for random testing) will be placed on an unpaid leave of absence pending the receipt of the test results. Employees who test negative will be paid for time lost from work.

The employee who enters a Last Chance Agreement must meet with our Employee Assistance Program and submit to a drug and alcohol test in conjunction with any recommended rehabilitation program. Communitas will provide a medical leave of absence for an employee needing an extended period of time off work as a part of his or her rehabilitation program. Failure to complete the program or to cooperate with the EAP or the treatment provider will be deemed a breach and will result in immediate termination. (A sample Last Chance Agreement is attached as Appendix D.)

Before returning to work, an employee who violated this Drug-Free Workplace Program must submit to follow-up drug and alcohol testing to confirm that the employee is alcohol and drug free.

Note: Employees voluntarily entering the EAP, without a verified positive drug or alcohol test or a violation of any alcohol or drug related rule, do not necessarily have to be subject to

follow-up testing.

After returning to work, the employee will be required to submit to unscheduled periodic testing to include a minimum of four tests per year for two years following the employee's return to work. Refusing to take a test during this period will be considered a breach of the "Last Chance Agreement" and will result in termination.

An employee under a "Last Chance Agreement" who tests positive for alcohol or drug use will be terminated. The employee may also be terminated for any other violation of a "Last Chance Agreement" as determined by the company, the EAP, or the treatment provider, apart from a positive test result. Medical benefits may cover some of the costs of this treatment. Any costs accrued that are not covered by insurance are the sole responsibility of the employee. Communitas will pay the costs of all drug and alcohol tests it requires of job applicants and employees.

Whether an employee volunteers to participate in the EAP or is required to participate as a condition of continued employment, that employee shall continue to be subject to the same rules, working conditions and disciplinary procedures in effect for other employees, i.e., employees cannot escape discipline for future infractions by being enrolled in the EAP. Employees will not be allowed to elect rehabilitation in lieu of discipline more than one time.

The Employee Assistance Program (EAP) is a confidential resource designed to assist employees and their eligible dependents in dealing with challenges and problems, such as substance abuse. Employees and/or eligible dependents can reach an EAP representative by dialing 1.800.523.5668.

UNION LIABILITY

The Employer agrees to hold the Union harmless with respect to reasonable legal expenses incurred by the Union in defending itself in litigation resulting from the Employer's activities in carrying out the drug testing program.

APPENDIX C

Reasonable Suspicion Behavior Report Form

Before sending an employee for a reasonable suspicion drug or alcohol test, the representative must be able to describe the *objective* signs that caused the representative to suspect the employee has drugs or alcohol in his or her system. Reasonable suspicion that an employee may be impaired can be established by one or a *combination* of the following indicators:

- Bloodshot eyes or dilated pupils
- Slurred or incoherent speech
- Alcohol on breath or odor of drugs
- Drowsiness
- Poor physical coordination
- An accident or other impaired work performance
- Physical or verbal altercation
- Unusual behavior or response to a situation (e.g., excessive laughter)
- Possession of alcohol or a prohibited substance
- Pinpoint Pupils

The number and degree of reasonable suspicion indicators and the amount of evidence will determine whether there is reasonable suspicion to confront the employee and/or require the employee to submit to a drug or alcohol test. Examine each situation individually and record the observations that raised the suspicion. Please document any appropriate observations in the space provided.

Speech: _____

Dexterity: _____

Standing: _____

Walking: _____

Judgment / decision making: _____

Appearance (eyes, clothing, etc.): _____

Odors (alcohol, marijuana, etc.): _____

Drugs, paraphernalia or alcohol found on premises: _____

Representative's Signature:

Title:

Date & Time:

Witnesses' Signature:

APPENDIX D

Sample – To be tailored to meet the particular circumstances of your company and the facts of your specific case.

Last Chance Agreement/Medical Leave of Absence Conditions

Dear _____

This letter outlines your employment status with Communitas.

Because of your recent violation of our drug and alcohol policy, Communitas has elected to place you on a medical leave of absence for up to three months effective immediately. The time between the date of your violation of our Drug-Free Workplace Program until now will be deemed a disciplinary suspension without pay.

Specific conditions have been established for the continuation of this leave and your possible return to employment in the future. Your satisfactory performance of these conditions is subject to verification by a substance abuse professional assigned to work with you as well as review and determination by Communitas. Those conditions are:

1. **Immediate Treatment and Testing.** You must immediately contact our EAP counselor and enter and participate fully in a chemical and/or alcohol dependency treatment program recommended by a certified counselor or Substance Abuse Professional approved by Communitas. You agree to cooperate with all prescribed and recommended testing at the start of this treatment program to determine the scope and extent of your problem.
2. **Information Disclosure.** You authorize your treatment providers to release directly to Communitas, any reports on the scope and extent of your substance or alcohol problem including, but not limited to, chemical test results, regular progress reports of your condition and treatment, and prognosis for a return to duty. This information is to be sent directly to the Director of Human Resources or the Chief Operations Officer.
3. **Condition and Treatment Assessment.** When Communitas and you believe you have resolved your situation to the extent that the Communitas may consider accepting you back for duty, you authorize your treatment providers to fully disclose your condition and treatment to the Director of Human Resources or the Chief Operations Officer.
4. **Return to Work.** Upon successful completion of the prescribed rehabilitation program, you will be required to submit to a return to duty drug and alcohol test that confirms that you are drug and alcohol free.
5. **Post-Return to Duty Random Drug Testing.** As a further condition of your medical leave and possible return to duties, you agree to authorize Communitas to require you to participate in random drug and alcohol testing for a minimum of four times per year for two years following your return to duty. Any positive result on a drug and alcohol test during this period will result in your immediate termination. Following your return to work, your performance must meet the standards applicable to all of your co-workers.

Communitas is concerned with your personal health and well-being. However, your violation of our Drug-Free Workplace Program presents a serious problem. We are encouraged by your agreement to participate in treatment and wish you a successful recovery period.

If you agree with the terms of this letter, please sign below and return it to me. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

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Communitas

In exchange for the mutual undertakings between Communitas and me, I voluntarily agree to the terms and conditions in this letter.

Employee name

Date

Union Representative
(if applicable)

Date

psiel#1239/afl-cio