

AGREEMENT
BETWEEN
COMMUNICATIONS
WORKERS OF AMERICA
ON BEHALF OF
LOCAL 13500
AND
LIFEPATH

EFFECTIVE DATE: January 13, 2015

EXPIRATION DATE: September 30, 2017

GRIEVANCE FORM

COMMUNICATION WORKERS
OF AMERICA - LOCAL 13500

LIFEPATH

CONTRACT INDEX

ARTICLE NAME	ARTICLE #	PAGE
Agreement and Purpose		1
Recognition	1	1
Federal and State Law	2	2
Non-Discrimination	3	2
Contract Printing and Distribution	4	2
Definitions	5	3
Union Security and Dues Check Off	6	4
Bulletin Boards	7	4
Union Orientation of New Employees	8	4
Union Business	9	4
Right to Union Representation	10	5
Management Rights	11	6
No Strike or Lockout	12	6
Promotions and Transfer of Union Representatives	13	6
Personnel Records	14	7
Orientation Period	15	7
Discharge, Suspension and Other Discipline	16	8
Interpretation and Performance	17	9
Grievance and Arbitration Procedure	18	9
Time Off with Pay:	19	12
Jury Duty		12
Bereavement		12
Holidays	20	13
Paid Time Off (PTO)	21	14
Health and Safety in the Workplace	22	17
General Wage Increases, Bonuses and COLA	23	17
Abuse Investigations	24	19
Required Training/Professional Licensing	25	25
Benefit Programs	26	22
Miscellaneous	27	23
Duration of Agreement	28	24

To: _____ Date: _____

From: _____

The Union is advancing the following grievance to the first step of the grievance procedure:

Grievant Name(s): _____

Issue Causing the Grievance: _____

Incident Date: _____

Discipline Date: _____

Contract Provision(s) violated (if any): _____

Work Location(s) Involved in the Dispute: _____

Remedy Sought: _____

Please call _____ at _____
to set up a mutually agreeable place, date and time to meet in an effort to resolve this dispute.

27.02 Calling Out for Fill-in Shifts - Once an employee has committed to a fill-in shift, calling off for that fill-in shift with less than 48 hours notice will be treated as an "occurrence" of unscheduled PTO even though the employee is unable to take PTO for that shift. It is understood that if an employee receives an unscheduled PTO "occurrence" for a shift that is on the same day or within one day of the missed fill-in shift, they will be combined as a single "occurrence".

27.03 Administrative Transfers - Employees administratively transferred or involuntarily transferred for any reason shall retain their wage rate from the prior location (if higher than the newly assigned location) for a period of 120 days.

27.04 Inclement Weather - Employees may use one PTO day each winter season that will be considered as scheduled PTO (SPTO). In the event the day program closes more than five (5) times, employees will be granted another SPTO day. Further, an employee whose 10th "occurrence" falls on an inclement weather day will not be terminated; however, if the employee is absent again due to weather in the same winter, that 11th occurrence may result in termination.

ARTICLE 28 - DURATION OF AGREEMENT

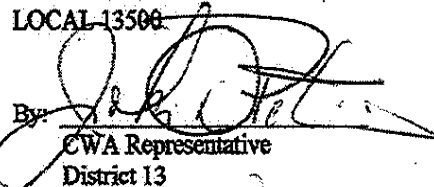
28.01 This Collective Bargaining Agreement (CBA) shall remain in place through September 30, 2017. If the parties have been unable to come to an agreement on a successor CBA but are in negotiations, then the terms of this CBA shall continue until such successor Agreement is agreed to or the parties each impasse.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

COMMUNICATON WORKERS
OF AMERICA, AFL-CIO, ON
BEHALF OF ITS AFFILIATED

LIFEPATH

LOCAL 13500

By: 
CWA Representative
District 13

By: 
Chief Executive Officer
As authorized by the
LifePath Board of Directors

By: 

AGREEMENT AND PURPOSE

This Agreement entered into as of the 13th day of January, 2015 by and between Communications Workers of America, AFL-CIO on behalf of its Local 13500 (hereinafter referred to as the "Union") and LifePath (hereinafter referred to the "Employer") and shall be for a term commencing upon ratification and ending on September 30, 2017 and shall continue from year to year thereafter unless either party gives notice in writing to the other within the period of sixty (60) to ninety (90) days immediately prior to the annual expiration date of that party's intention to terminate this Agreement or to negotiate revisions thereto. This Agreement has as its purpose the following:

- a. to promote harmonious relations between the Union, its members and the Employer, including the establishment of an equitable and peaceful procedure for the resolution of differences;
- b. To recognize the mutual value of joint discussion and negotiation in matters pertaining to working conditions, rates of pay, hours of work, health and welfare benefits and other terms and conditions of employment; and that these discussions are conducted with mutual respect;
- c. To encourage efficiency in operations;
- d. To promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- e. To set parameters that will continue to support LifePath's crucial mission to provide care for those with mental health and/or intellectual disabilities with the utmost respect and professionalism;
- f. Given the nature of the Employer's business, the Union and the Employer recognize that consumers' rights, dignity, safety, supervision and habilitation must be our priority and will be promoted and maintained.

Article 1 - Recognition

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and terms and conditions of employment for all Regular Full Time, Regular Part Time bargaining unit employees in the titles of Instructor, Instructional Assistant, Support Counselor I, Support Counselor 2, Supported Living Specialist, Team Instructor, and Transportation Specialist.

The Union agrees that during the term of this Contract, the above titles will be changed as follows:

Support Counselors 1 and 2 will be renamed Direct Support Professionals 1 and 2
Instructors will be renamed Activity Coordinators
Instructional Assistants will be renamed Activity Assistants
Team Instructors will be renamed Team Activity Coordinator

- 1.02 The Union was certified by the National Labor Relations Board, under date of September 28, 2007 (Case No. 4-RC-21331), as the collective bargaining representative for the above referenced employees of LifePath.
- 1.03 This Collective Bargaining Agreement is applicable only to those employees for whom the Union is the collective bargaining representative. If a new job classification is established within the bargaining unit, the Employer shall publish a rate of pay for such job. The Union shall have thirty (30) days from the date this rate is published to object in writing to the rate of pay and request to meet with the Employer to negotiate a new rate of pay.

ARTICLE 2 - FEDERAL AND STATE LAW

- 2.01 Should any valid Federal or State Law, or the decision of any Court of competent jurisdiction, if final after appeal or otherwise, affect any provision of this Agreement, the provision or provisions so affected will be construed as having been changed to conform to the law or decision, and the other provisions of this Agreement will continue in full force.

ARTICLE 3 - NON-DISCRIMINATION

- 3.01 The Employer and the Union agree that there shall be no discrimination against any employee because of his/her race, color, sexual orientation, religion, sex, marital status, limited English proficiency, national origin, ancestry, age, disability, veteran status, or any other characteristic protected by law, in accordance with applicable federal, state and local laws governing discrimination in employment.
- 3.02 The Employer will not discriminate in any manner against any member of the Union because of membership in or activity on behalf of the Union.

ARTICLE 4 - CONTRACT PRINTING AND DISTRIBUTION

- 4.01 The Employer agrees to pay for the printing and initial distribution of sufficient numbers of contract books (also called Collective Bargaining Agreement) to supply each current bargaining unit employee. The Employer further agrees to supply the Union with sufficient numbers of contract books to distribute to newly hired employees during the life of the current Agreement. Printing of the contract books will be done in-house or, if unable to do so, by a union printer, in which case the cost of the printing will be shared between the Union and the Employer.

- 26.02 LifePath will maintain its current 401(k) savings plan to provide an employer contribution of 2% of the employee's base rate salary when the employee contributes 5% or more of his/her base rate salary.
- 26.03 Health Insurance Premium Contributions for Medical, Dental, Vision and Prescription Drug Coverage

For the duration of this Agreement, employees will pay the following:
 Single Coverage—10% of the Premium
 Parent/Child(ren) Coverage—20% of the Premium
 Husband/Wife; Employee/Partner—20% of the Premium
 Family—20% of the Premium

- 26.04 LifePath will continue to offer similar coverage to what is currently provided. A \$150/\$300 deductible (excluding preventative care) may be implemented upon the next benefits enrollment period or any enrollment period thereafter. Nothing in this Agreement shall prevent LifePath from exploring similar coverage with a different provider if such would offer cost savings to LifePath. In such instances, LifePath will inform the Union in advance of its intent to change providers. Additionally, LifePath will inform the Union of the new premium rates for each coverage category for each plan year as soon as those rates are known.
- 26.05 Nothing in this section shall prevent LifePath from exploring an optional health insurance plan with different levels of coverage that could be provided at no premium contribution to employees if they desire.
- 26.06 In the event that LifePath receives an exorbitant increase in health care costs (defined as greater than 15% in any one year), the parties agree to open discussion to review potential alternatives in the best interest of all parties.
- 26.07 Spouses of employees who have health insurance offered by their employer for \$1,200 per year (\$100 per month) or less and decline their offered coverage shall not be eligible for coverage under LifePath's health insurance.

ARTICLE 27 - MISCELLANEOUS

- 27.01 **Leaving Early** - Employees who need to leave work early for less than one hour before their scheduled end time without creating coverage problems will have the matter treated under a new infraction of leaving early (similar to lateness) and NOT as unscheduled PTO. This would not be combined with lateness for discipline purposes.

FIRST AID (cert or non-cert based on program and profession, as required by policy)

FIRE SAFETY

INFECTION CONTROL - OSHA Regulation (includes review of Medical Emergency Policy)

MEDICATION PRACTICUM (for non-nursing personnel responsible for dispensing medication)

BACK INJURY/PREVENTION (Body Mechanics/Transfer Techniques for Senior Day Services)

- b. In addition, the Policy identifies specific areas needed annually based on each program's licensing requirements and LifePath's requirements. It also identifies which departments/positions may be exempt from certain core trainings. Specific house needs must be considered when referencing this Table.
- c. Client specific trainings include, but are not limited to: Safety and Supervision checklists, ISP instructional tools, client specific protocols (safe eating, seizure, fall, ...), medical precautions, behavior plans/restrictive procedures, and programming documentation.

ARTICLE 26 - BENEFIT PROGRAMS

26.01 During the term of this Agreement, current benefits, including those listed below, applicable to all LifePath employees will continue to be provided to all employees covered by this Agreement and their dependents, as applicable, in the same manner as was the practice prior to entering into this Collective Bargaining Agreement, without reduction in benefit levels. While the selection of insurance carriers and the administration of all benefit plans shall be the sole responsibility of the Employer, the Union shall be informed in a timely manner of any changes in carriers or administrators, along with any impact such changes will have on the specific benefit program.

- ⇒ Opt-Out Medical Insurance
- ⇒ Life Insurance
- ⇒ Accidental Death and Dismemberment Insurance
- ⇒ Tuition Reimbursement
- ⇒ Employee Assistance Program (EAP)
- ⇒ Finder's Fee
- ⇒ Physical Examination Reimbursement
- ⇒ Medical and Dependent Care Flexible Spending Accounts
- ⇒ Short Term Disability Plan
- ⇒ Long Term Disability Plan
- ⇒ Leaves of Absences (FMLA, Military)
- ⇒ Professional Liability Insurance
- ⇒ Transitional Duty Policy

ARTICLE 5 - DEFINITIONS

5.01 Classification of Employees

- a. Regular Full-Time Employee: The employee works at least 64 regularly scheduled hours per bi-weekly pay period on a continuous basis or in certain specialized weekend programs per the core schedule.
- b. Regular Part-Time Employee: The employee works at least 34 regularly scheduled hours but less than 64 hours per bi-weekly pay period on a continuous basis per the core schedule.
- c. Part-Time Employee: The employee works at least 17 regularly schedule hours but less than 34 hours per bi-weekly pay period on a continuous basis.

5.02 All Bargaining Unit employees are considered "Non-Exempt" as defined by the Fair Labor Standards Act (FLSA).

5.03 Seniority shall mean an employee's continuous service with LifePath. Service credit will begin at the date of hire.

5.04 Continuous service shall mean employment that has not been interrupted by resignation, release during orientation, discharged for cause and not reinstated through the Grievance/Arbitration Process, retirement, or leave of absence. Service credit will be calculated from the employee's date of hire. During a leave of absence, service time credit is not earned; however, service time earned prior to taking a leave of absence is not lost. Service time credit is lost if the employee resigns, retires, or is discharged for Just Cause and not returned to the payroll through the Grievance and Arbitration procedures. Service time is re-established if rehired within one (1) year of a break in employment for all service-based benefits, except for previous pay rate if the separation exceeds thirty (30) days.

5.05 The regular work week is 40 hours between Sunday 12:011 a.m. and Saturday 12:00 midnight.

5.06 The term Union Dues shall mean both the dues collected in accordance with the by-laws of CWA Local 13500 and the fair share amount paid by those bargaining unit employees who choose not to join the Union and object to paying dues.

5.07 Steward or Chief Steward shall mean a LifePath employee who has been appointed or elected to represent bargaining unit employees.

5.08 Representative shall mean any representative of the CWA who has been appointed or elected to represent LifePath bargaining unit employees.

ARTICLE 6 - UNION SECURITY AND DUES CHECKOFF

- 6.01 As a condition of employment, all employees newly entering the bargaining unit shall submit to the Union Dues within thirty (30) days of hire.
- 6.02 The Employee shall deduct from every bargaining unit employee, upon submitting signed authorization for this specific purpose, the amount equal to the dues in accordance with CWA’s constitution and by-laws.
- 6.03 Deductions shall be forwarded in one payment of the Secretary/ Treasurer of CWA not later than the 15th day of the following month for which the dues was collected. The payment shall be accompanied by a list of the names, amount deducted, wage rate, and classification of employee from whose wages the deductions have been made. This list shall also indicate the employee’s hire date, work location, and current address.
- 6.04 Each employee will be provided with notification of the amount of Union Dues paid on a year-to-date basis on each paycheck.

ARTICLE 7 - BULLETIN BOARDS

- 7.01 The Employee agrees to provide a bulletin board in the day program locations to assist in communication between the Union and its members. Additionally, the Employer agrees to allow the Union to keep a binder in the common area where the Communication Log is kept in each of the hose programs for purposes of assisting in communication between the Union and its members.

ARTICLE 8 - UNION ORIENTATION OF NEW EMPLOYEES

- 8.01 The Employer agrees to notify potential employees of the fact that a Union Agreement is in effect, and with the conditions of employment regarding payment of Union Dues.
- 8.02 An officer of the Union shall be given an opportunity to interview new employees within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at a time mutually agreed upon during the orientation week for the purpose of acquainting new employees with the benefits and responsibilities of Union membership. At this meeting, employees will be provided with a dues deduction form.

ARTICLE 9 - UNION BUSINESS

- 9.01 The Employer shall permit access to all worksites by non-employee representatives of the Union with advance notice and mutual

- f. Any employee can be mandated at any given time to re-take a training or attend a special training at the discretion of the Associate Director or Director if the needs of an individual change or if there is a concern raised about staff competency in a specific area or if it is required as part of a plan of correction
- g. The training year and required hours is established by the department and specific regulations where an employee is assigned. The required number of training hours for your program must be completed within the established training year. Training hours taken as part of the annual requirements are counted in those total number of required hours. Refer to the Policy for general requirements by department or position.
- h. If, at any given time, an employee has not met the annual or pro-rated requirements or does not have the required number of hours, LifePath may suspend an employee until the requirements are met.
- i. The Supervisor and Associate Director of each program are responsible for ensuring staff working on shift have the mandatory training requirements and skills necessary to perform their job duties.

25.04 Employee Raises:

- a. Any time a raise is given, an employee must have current required trainings, including: CPR, First Aid, fire Safety, and Infection Control and required by policy.
- b. The employee must also have a current physical and TB screening (Mantoux method or chest x-ray) on file with Human Resources.
- c. If a program requires 24 hours of training per year, an employee must average 2 hours of training per month to remain on target for the yearly requirement. If the program requires 40 hours a year, the employee must average 3.5 hours per month. The training year may vary by program site—see Policy for details
- d. To meet raise requirements, the hours needed will be prorated based on the month the raise is given. For example:

Training Year	Hours Required by Program per Year	If Raise is Given 12/31
7/1 - 6/30	24	12 hours of training needed
1/1-12/31	24	24 hours of training needed
7/1-6/30	40	21 hours of training needed
1/1-12/31	40	40 hours of training needed

25.05 Guidelines for Core Requirements:

- a. Regardless of the department the employee is assigned, all employees must have current trainings in the following areas: **CPR** (specific type of training is based on age of individuals

had he/she been permitted to do so. If, following this investigation, the allegations of the abuse are deemed founded, LifePath shall take appropriate disciplinary action, in accordance with its policies, and the employee will receive no back pay for time missed, unless otherwise modified through the Grievance/Arbitration Process.

ARTICLE 25 - REQUIRED TRAINING/PROFESSIONAL LICENSING

- 25.01** There are mandatory training requirements for all direct care staff, both during the orientation period for new employees and, on an ongoing basis, for regular staff in order to reach desired levels of competence and to update skills and techniques.
- 25.02** LifePath will have employee training and development programs that conform to the guidelines set by State and County Offices of the Department of Human Services. LifePath will provide required as well as optional training opportunities through classes, workshops, on-line and in-services offered by the agency as well as outside agencies and institutions.
- 25.03** **Annual Requirements:**
- a. At any given time, each employee must keep their required trainings current, which means that certifications in CPR and Medication Administration, as well as classroom trainings including Fire Safety, First Aid (or current three year certification), and Infection Control must be taken by their anniversary date.
 - b. Any employee without a current CPR card will be suspended from working without pay (or the use of benefit time) for up to two weeks until the training is completed. If the employee does not get CPR certification within that time frame, their employment will be terminated.
 - c. Any employee without a current Medication Administration practicum will not be permitted to administer medications until they successfully complete another practicum.
 - d. Each Program Director must specify to its employees which trainings are considered mandatory for their program, based on regulations, policies, and the specific needs of the individuals that program serves. These requirements may change as the needs of the individuals' served changes. The Policy provides a general guideline of requirements.
 - e. LifePath will accept as training self-study packets generated by the Training Department or Management, and attendance at monthly staff meetings (as long as an agenda to that meeting is attached to the sign-in sheet). Completed college classes in which a grade of "C" or better was obtained may also be submitted on an outside training form as long as the material is relevant to the employee's position.

agreement to the appropriate Associate Director.

- 9.02** Union stewards may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.
- 9.03** Union stewards may leave their worksite without loss of basic pay to attend to Union business on the following conditions:
- a. The time shall be devoted to the prompt handling or processing of grievances;
 - b. The time shall be devoted to official meetings with the Employer, including contract negotiations, etc.;
 - c. The steward concerned shall obtain permission of his immediate supervisor before leaving their assignment. Such permission shall not be unreasonably held;
 - d. The Employer reserves the right to limit such time if it deems the time to be excessive.
- 9.04** A Union Bargaining Committee shall be elected or appointed by the Union and shall consist of not more than four (4) LifePath employees who are members of the bargaining unit. The Union shall have the right to have assistance of the CWA representatives and/or officers when dealing or negotiating with the Employer. It is understood that this Committee will not conduct any Union business on the Employer's time, with the exception of time actually spent in collective bargaining negotiations. The Bargaining Committee shall not be constituted in a manner which would unduly restrict or reduce the Employer's ability to provide service. The Employer shall reimburse employees for regular hours actually lost due to the presence of the employee in negotiations with the Employer, including travel to and from such negotiations and periodic breaks during negotiation sessions. Any such request must be made in accordance with LifePath's policy for Time Off Requests.
- 9.05** Union stewards may be released from their normal work assignments to attend solely to Union business, including participation in meetings, conferences, training, etc., without pay nor more than five (5) days per year of the contract. Any such request must be made in accordance with LifePath's policy for Time Off Requests.

ARTICLE 10 - RIGHT TO UNION REPRESENTATION

- 10.01** At any meeting where the Employer announces in advance that the subject being discussed may result in disciplinary action for the employee, including a verbal and written warning, that employee will have the right to request union representation during such meeting. If during any meeting between the Employer and an employee, the employee reveals information that may lead to discipline, the Employer

Shall inform the employee that he or she may be subject to disciplinary action; at which time the employee will have the right to request Union representation.

- 10.02** No employee shall suffer loss of pay while attending meetings with the Employer as described in Section 10.01. Nor, shall an employee be required to attend any such meeting with the Employer during non-scheduled hours, unless paid as such.

ARTICLE 11 - MANAGEMENT RIGHTS

- 11.01** Matters of inherent managerial policy are reserved exclusively to the Employer, including but not limited to the functions and programs, standards of service, budgeting, utilization of technology, Organizational structure and selection of personnel.

Management reserves the right to operate its facilities, which shall include, but is not limited to: determining the methods, means and personnel necessary to conduct operations, directing employees, hiring, promoting, discharging or taking other disciplinary actions, the operation of equipment, determining job classifications, number of employees within each job classification and assignment of work to employees within each job classification, scheduling, and determining the need for overtime.

ARTICLE 12 - NO STRIKE OR LOCKOUT

- 12.01** During the term of this agreement, the Union guarantees LifePath that there will be no authorized strike, work stoppage or other concerted interference with normal operations by its employees. The Employer also agrees that during the life of this Agreement it will not conduct any lockout of the Union or any employees subject to this Agreement.
- 12.02** If, after the expiration of this Agreement, the Union votes to authorize a strike, the Union will provide the Employer with a minimum of ten (10) calendar days notice prior to conducting a strike.

ARTICLE 13 - PROMOTIONS AND TRANSFERS OF UNION REPRESENTATIVES

- 13.01** The Employer will give the President of CWA Local 13500 written notice of its intent to promote, transfer or temporarily assign a Union Representative under the following conditions:
- The promotion or transfer will formally separate the individual from the bargaining unit.
 - The promotion, transfer, or temporary assignment will affect the employee's status as a Union Representative and move the individual to another worksite for longer than four weeks.

- 23.04** Should LifePath receive a "RAF" (defined as a negative "Rate Adjustment Factor" or similar reduction in funding from the State that will result in a loss of income equal to or greater than \$600,000.00 in a Fiscal Year, irrespective of any increases or decreases in services), it is agreed that employees will receive the percentage increase set forth in 23.02 - 23.03 but that the Base Rate increase will be deferred for that year. If there is more than one RAF during the life of this Contract, then the parties agree to re-open the contract to determine if it is feasible to increase base rates above their then current levels.

- 23.05** LifePath agrees to pass along any Cost of Living Allowance (COLA) increases it receives from its funding sources during each year of this Collective Bargaining Agreement, to the extent that the COLA exceeds the wage increases set forth in 23.01 - 23.03. (For example: if the COLA is 2% in FY 2015, employee raises would be 2% instead of the 1% indicated in section 23.02). Without regard to work assignment or work location, all bargaining unit employees will receive the same percentage of the COLA increase each year. All COLA increases will be retroactive to July 1st in each of the following years: 2014, 2015 and 2016 if the COLA is funded for the entire fiscal year. LifePath will notify the President of the CWA Local 13500 in writing of the COLA increase to be distributed to the bargaining unit employees as soon as it is determined each year.

- 23.06** LifePath agrees to continue its current practice of paying end-of-fiscal year bonuses in the same manner as it has in the past.

- 23.07** LifePath agrees to continue awarding wage increases and/or additional time off to all bargaining unit employees under its current Recognition Program.

ARTICLE 24 - ABUSE INVESTIGATIONS

- 24.01** LifePath and the Union agree that the following procedures will be in place for all investigations of abuse and/or neglect of LifePath consumers. First, the subject of the investigation will be suspended without pay immediately while subject to a thorough investigation. LifePath will immediately undertake an investigation into the alleged abuse. Investigations should be completed as soon as practicable, but generally not longer than ten (10) calendar days. As part of the investigation, the subject of the investigation will be interviewed by the assigned investigator. The subject of the investigation shall have the right to union representation during this interview.

- 24.02** If, following this investigation, the allegations of the abuse are deemed unfounded, the accused employee shall be immediately reinstated and will receive back pay for all hours the employee would have worked

- a. All Programs with starting rates below \$9.25/hour shall be increased to \$9.25 per hour effective October 1, 2014. Employees in these affected programs will receive wage increases equal to the increase in the starting rate - i.e.: in programs where the starting rate is \$9.00, all employees in that program will receive a \$0.25/hour increase.
- b. For all employees who did not receive a pay increase through section (a) or who received less than a 2.25% increase through the increase in section (a), they shall receive a 2.25% increase in their base pay retroactive to October 1, 2014.

23.02 All employees on the payroll will receive a general wage increase on October 1, 2015. This will be handled as follows:

- a. All Programs with starting rates below \$9.35/hour shall be increased to \$9.35 per hour effective October 1, 2015. Employees in these affected programs will receive wage increases equal to the increase in the starting rate - i.e.: in programs where the starting rate is \$9.25, all employees in that program will receive a \$0.10/hour increase.
- b. For all employees who did not receive a pay increase through section (a) or who received less than a 1% increase through the increase in section (a), they shall receive a 1% increase in their base pay retroactive to October 1, 2015.

23.03 All employees on the payroll will receive a general wage increase on October 1, 2016. This will be handled as follows:

- a. All Programs with starting rates below \$9.50/hour shall be increased to \$9.50 per hour effective October 1, 2016. Employees in these affected programs will receive wage increases equal to the increase in the starting rate - i.e.: in programs where the starting rate is \$9.35, all employees in that program will receive a \$0.15/hour increase.
- b. For all employees who did not receive a pay increase through section (a) or who received less than a 1% increase through the increase in section (a), they shall receive a 1% increase in their base pay retroactive to October 1, 2016.

13.02 If the Union and the employee object in writing within one week after the notification, the Employer will not make the intended promotion, transfer or temporary assignment. The failure of the Union to so object will constitute its approval.

13.03 The Union will advise the Employer in writing not later than the first day of January of each year the names of its Stewards and Representatives, and will further advise the Employer of any changes in its Stewards and Representatives during the ensuing twelve-month period. Failure of the Union to notify the employer that an employee is a Steward or Representative will relieve the Employer from the provisions of Sections 13.01 and 13.02 as to that employee.

ARTICLE 14 - PERSONNEL RECORDS

14.01 No adverse documents will be added to an employee's personnel record unless a copy of such document has been provided to the employee prior to its placement into these records. The employee shall have 10 days to make a written statement on his or her own behalf in response to any disciplinary or evaluative document being placed into his or her personnel records.

14.02 An employee shall have the right at any time mutually agreed upon, but no more often than once per calendar year, to have supervised access to and review his/her personnel record at the appropriate Human Resource office. Any request to view a personnel file shall be in writing.

14.03 An employee shall have the right to make copies, at their own expense, of any disciplinary forms or material containing their signature in the personnel record.

14.04 Except in the case of abuse, neglect, harassment, discrimination, fighting, threatening a co-worker, disclosing confidential information or records, or a final written warning, written warnings will generally be removed from an employee's personnel file twelve (12) months after the date of imposition of the discipline provided that the employee maintains a clear record in the interim without any similar disciplinary infractions.

ARTICLE 15 - ORIENTATION PERIOD

15.01 All newly hired employees, all promoted employees, and all employees who transfer to a new position within LifePath must undergo an orientation period. For newly hired Regular Full-Time employees, that period is three (3) months. For Regular Part-Time employees, the orientation period is six (6) months. The orientation period, for either

classification of employee, may be extended for up to an additional three (3) months, at the discretion of the supervisor. The employee will be informed if their orientation is being extended and why it is being extended. However, employees will be eligible for applicable benefits during the extended orientation period.

- 15.02** During the orientation period, both the employee and the supervisor assess whether the employee is suited for the position. During this period of orientation, either the employee or the supervisor may terminate the employment of newly hired employees without prejudice. Newly hired employees terminated during the orientation period will not have recourse to the Grievance and Arbitration process. The release of a newly hired employee, during the orientation period, shall not constitute disciplinary action under Article 16 of this Agreement.

ARTICLE 16 - DISCHARGE, SUSPENSION, AND OTHER DISCIPLINE

- 16.01** The Employer will not demote, suspend, discharge or take any disciplinary action against an employee without Just Cause. Any question as to whether an employee has been disciplined without Just Cause shall be reviewed in accordance with the Grievance and Arbitration procedures, if applicable.
- 16.02** An employee who is discharged or suspended shall be given a reasonable opportunity to consult with his/her Union Representative, if the employee has requested the presence of a Union Representative at the disciplinary meeting, before leaving the Employer's premises, provide the disciplined employee is not accused of an act of violence or abuse. The Employer shall notify an employee being suspended or discharged for Just Cause of the reasons for such action. The employee will be provided with a written explanation for the disciplinary action within two (2) business days.
- 16.03** In the event the Union, within twenty (20) calendar days from the date of the discharge or suspension of an employee, charges that such employee has been disciplined without Just Cause, the complaint shall be reviewed in accordance with the Grievance and Arbitration procedures as set forth in this Agreement.
- 16.04** In the event that the Union, within twenty (20) calendar days from the date an employee receives a warning or becomes aware of such warning, either verbal or written, challenges the content of such warning, the complaint shall be reviewed in accordance with the Grievance process only.

Voluntary Resignation/Termination/Rehire:

- 21.14** Upon resignation, when two week's notice has been given and worked, an employee will be paid 70% of any unused accrued PTO time, provided they are not in their initial orientation period. PTO time cannot be used during the resignation notice period (unless previously approved). The final payout of PTO will occur two (2) weeks after the final worked-hours paycheck is issued.
- 21.15** Employees who are terminated for violations of LifePath's policies or who fail to give appropriate notice of resignation will not receive payment for unused accrued time.
- 21.16** At the time of resignation and/or termination, and employee will not receive payment for unused days in the FMLA Bank.
- 21.17** If a terminated/separated employee is rehired within one (1) year, his/her accrual rates for PTO will be re-established at the accrual rate the employee was last earning. If rehired within one (1) year, the employee's PTO bank will be credited with 30% of the unused PTO accrued at the time he/she left the payroll. An Employee's FMLA Bank will be credited with 100% of the unused FMLA at the time he/she left payroll.

ARTICLE 22 - HEALTH AND SAFETY IN THE WORKPLACE

- 22.01** The Employer agrees to make every effort to maintain a safe and healthy work environment for every employee. In order to insure the safety and health of its employees, the Employer will continue to meet to discuss safety and health concerns, issues, and practices periodically, but no less than once per quarter. The purpose of such meetings will be to identify and correct, through mutual agreement, obstacles to a healthy and safe work environment. The Union will be permitted to appoint up to five (5) members to participate in these meetings.
- 22.02** No bargaining unit employee shall suffer loss of pay as a result of attending these meetings.

ARTICLE 23 - GENERAL WAAGE INCREASES, BONUSSES AND COST OF LIVING INCREASES

- 23.01** All employees on the payroll will receive a general wage increase retroactive to October 1, 2014 and will included in each employee's paycheck as soon after contract ratification as practicable. This will be handled as follows:

21.10 A schedule will be developed for quarterly payouts. Requests for payouts must be received at least two (2) weeks prior to the payout date.

21.11 PTO Accrual Rates are based upon a full time schedule as follows, an pro-rated for qualified individuals working less than 40 hours per week (time is not accrued for employees who work a regular schedule of less than 34 hours per pay period):

Years of Service	PTO Accrual Days (on 2080 Hours)
1	12
2	13
3	17
4	18
5	19
6	20
7	21
8	22
9	23
10	24
11	25
12	26
13+	27

Earned, Unused PTO may be banked/accumulated two times (2x) the annual accrual amount.

21.12 FMLA BANK

FMLA Bank accruals will cease; however, in place will be an Employer sponsored Short Term Disability (STD) Plan. The Plan will provide a benefit of thirteen (13) weeks at 60% of salary with a seven (7) day waiting period.

Current FMLA Bank Accruals will remain in the bank; however, once used, employees will not accrue additional days.

Current Regular Part-Time employees in the Bargaining Unit will continue their FMLA accruals, as they would not be eligible for the STD Plan.

Employees will be able to save seven (7) days of PTO time in their bank when taking FMLA.

ARTICLE 17 - INTERPRETATION AND PERFORMANCE

17.01 If, at any time a controversy should arise between the Union and the Employer regarding the meaning of any provision of this Agreement, or regarding the claim that either party hereto has not fulfilled its commitments thereunder, the controversy may be presented for review by either party, within twenty-one (21) days of the time the controversy arises, in accordance with the provision of the Grievance and Arbitration procedures as set forth in this Agreement.

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURES

Grievance Process:

18.01 Union Representatives and the involved employee(s) shall be allowed to investigate and process grievances concerning the interpretation, application or administration of this Agreement at reasonable times and for reasonable periods during work hours without loss of pay. The Grievance Form (Appendix A) to be used by the parties shall require the identification of the Article and Section(s) of the contract allegedly violated, a specific statement of facts which the employee alleges as the grievance, and the relief and remedy sought. Grievances shall be processed as follows:

18.011 Employees are encouraged to discuss issues and problems directly with their immediate supervisor within seven (7) calendar days of the problem's occurrence. The supervisor is required to provide the employee with a response within five (5) business days of bringing the problem to his/her attention.

18.012 Step One (1)

If the issue in dispute involves a demotion, suspension or discharge, or if the issue or problem cannot be resolved in accordance with Section 18.011 above, a Union Representative shall present the grievance in writing to the Director or Senior Associate Director. **Note:** if the Senior Associate Director handled the investigation, then he/she shall not hear the grievance. A meeting between the Union Representative, the employee, if he/she wishes to attend, and the Director/Senior Associate Director shall take place within fourteen (14) calendar days of presenting the written grievance form. The Director/Senior Associate Director shall have ten (10) calendar days to respond in writing to the grievance.

18.013 Step Two (2)

If the issue in dispute is not resolved to the Union’s satisfaction at Step 1, the Union may present the grievance in writing to the Human Resources Department within fourteen (14) calendar days after receiving the Director’s response. A meeting between a Representative of the Union, the employee, if he/she wishes to attend, and a representative of the Human Resources Department shall take place within fourteen (14) calendar days of presenting the written grievance form at this step. The Human Resources Department shall have seven (7) calendar days to respond in writing to the grievance. Except in cases relating to disputes arising under Sections 16.03 and 17.01 of this Agreement (which are permitted to go to Arbitration), the Employer’s decision at this step shall be final.

18.014 If the Employer fails to provide a written answer to a grievance within the time limits specified in any of the aforementioned steps, the Union may appeal the grievance to the next step. Any of the above-mentioned time limits may be extended by mutual agreement only. If the Union fails to submit a grievance request in the agreed upon time frame, they will lose their right to the grievance process.

18.02 The parties shall agree upon a panel of six (6) mutually acceptable neutral arbitrators, said list to be memorialized in a side letter. Either party may terminate the services of a neutral arbitrator; however, the non-terminating party shall then proffer a list of three arbitrators, from which list the terminating party shall select an arbitrator to fill the panel’s vacancy.

The six panel arbitrators shall be placed upon a list, or wheel, in an established order. Upon receipt of the Union’s submission of a case to arbitration, the parties will contact the first name on the list. The selected arbitrator shall be requested to provide dates after thirty (30) but within ninety (90) days of the date the request is received by the arbitrator. If the arbitrator is so available, he/she shall be selected. If the arbitrator does not have such availability, the procedure will be advanced to the next arbitrator on the list. The next request for arbitration shall begin with a request of the next arbitrator on the list in the same manner listed here.

18.03 Before arbitration is requested by either party, that party must so inform the other party of its intent to do so no later than thirty (30) days after receiving the decision at Step Two (2) of the Grievance process.

f. PTO can be taken for regularly scheduled hours, not for fill-in hours.

21.04 PTO will be approved or denied based on pre-determined staffing levels, workload, and/or the number of requests received. Day Programs will allow scheduling of PTO for 10% of employees on any given day. This does not include, FMLA, call-offs, etc. If two or more requests are received for the same date(s), the supervisor will grant the request based on seniority first. A calendar of scheduled time off will be posted at each site for employees to view.

21.05 Unscheduled absence is any time taken off which is not requested and approved in advance. The employee must notify their immediate supervisor in accordance with their department’s applicable attendance policies.

21.06 To address the disruptions that unscheduled absences cause, occasions of unscheduled PTO use will be tracked on a 12-month, rolling-year system. Excessive unscheduled absences will be addressed through the following system:

6 occasions	Counseling with Written Documentation
7 occasions	Documented Verbal Warning
8 occasions	Written Warning
9 occasions	Final Warning with Notice of Intent to Discharge
10 occasions	Termination

* An occasion is defined as a single unscheduled absence, or a continuous absence of consecutive scheduled shifts.

21.07 To cover unscheduled absences due to illness, it is recommended that employees maintain a minimum of sixteen (16) hours in the PTO accounts at all times.

Cash Out Incentive:

21.08 As a monetary incentive, once each quarter, employees will be allowed to cash out up to 25% of their PTO time at the 80% rate, leaving at least 16 hours to remain in their PTO bank. LifePath will monitor total payouts and reserves the ability to discontinue the cash out once \$100,000.00 has been reached in any Fiscal Year. Quarters may be offset (e.g.: February - April to provide better access to funds).

21.09 In order for an employee to be eligible to receive a cash-out, they must have completed one year of service. No cash-outs will occur during their first year of employment, except in the case of proper notice of resignation, if the employee is not in his/her initial orientation period.

ARTICLE 21 - PAID TIME OFF

- 21.01** Paid Time Off (PTO) provides regular full-time and regular part-time employees with an entitlement of days away from work with pay. Paid Time Off (PTO) days may be used for vacation, personal time, illness or time off to care for immediate family members. The PTO Policy does not include holiday, jury duty, or bereavement benefit leave time as they are provided for in other agency policies.
- 21.02** Paid Time Off is earned on an employment-year basis and accrual begins on the first day of employment. PTO days may be taken after the employee's initial orientation period. The year is determined by anniversary date (date of hire). PTO time is accrued on the first eighty (80) hours in each pay period, not including overtime and not to accrue on more than 2080 hours per year. For Regular Full-Time and Regular Part-time staff working less than eighty (80) hours in a pay period, PTO time is accrued on a prorated basis. No PTO Is earned during unpaid leaves.
- 21.03** Scheduled time off is time that is scheduled and approved in advance. For scheduled time off, employees will be required to submit a PTO request on the appropriate form.
- 21.031** The following conditions apply for PTO requests:
- a. Employees requesting use of PTO must provide the following notice:
 - 1) For use of 1-2 PTO days, 3 business days (defined as Monday - Friday) notice.
 - 2) For use of 3-4 PTO days, 5 business days notice.
 - 3) For use of 5+ PTO days, 10 business days notice.
 - b. No more than two (2) consecutive weeks of PTO will be granted at one during the months of June, July and August. Requests for more than two consecutive weeks will be considered only when the needs of the program are not compromised.
 - c. Employees will be required to rotate PTO around holidays to ensure all employees have an equitable opportunity for holiday time off.
 - d. Employees may not "borrow" against future PTO accruals. It is the employee's responsibility to ensure they have adequate time accrued to take the PTO being requested. If the employee does not have adequate PTO, a request will be denied or cancelled.
 - e. PTO is paid at the employee's regular rate; it is not subject to overtime, holiday, differential pay premiums, emergency rates or weighted average calculations.

- 18.04** Should there be more than six (6) matters submitted to arbitration in any 12-month period, this Article shall be re-opened for further negotiation between the parties to deal with the issues related to the costs of arbitration. Should this Article be re-opened, the Parties agree that no further requests for arbitration may be filed for a period of three (3) months from the date one Party requests negotiations over this subject or until an agreement is reached on this subject, whichever comes first. The subject of such negotiations will be limited to the cost of future arbitration cases. Any grievances that have exhausted the Grievance Process during the above mentioned negotiations period shall be considered to be in a mutually pending status until either an agreement is reached between the Parties or the end of the three-month moratorium period, whichever comes first.
- 18.05** The Union and Employer agree that all settlements of grievances, disputes or differences involving the interpretation or application of terms of this Agreement settled as determined by arbitration shall be final and binding on both parties. The Arbitrator shall be requested to issue his/her decision within thirty (30) days after the close of the hearing or receipt of the transcript of the hearing.
- 18.06** Grievance and arbitration awards shall be retroactive to a maximum of thirty (30) days prior to the date the dispute was initially submitted to the employer. In discharge and suspension cases, the Arbitrator shall have the authority to modify as well as to sustain or set aside the disciplinary action.
- 18.07** For any arbitration award that includes an award of back pay, the Parties agree that this shall be offset by any unemployment compensation or other earnings during any period of separation. The Parties further agree that during any period of separation from LifePath, there is an expectation that the employee will seek other employment and that it is reasonable to expect him/her to find alternate employment with the exercise of reasonable efforts.
- 18.08** For any arbitration award that includes an award of reinstatement, the parties agree that LifePath shall have the discretion as to what program to place the employee, so long as the employee remains in a similar position and is within a reasonable geographic distance of his/her original assignment.
- 18.09** In making an award, the Arbitrator may not add to, subtract from, modify or disregard any contract provision. In no way shall this detract from the right of the Arbitrator to interpret the meaning and application of any contract term in which the parties hereto are in dispute as to such meaning and application.

ARTICLE 19 - TIME OFF WITH PAY

19.01 Jury Duty: If an employee is called to serve as a juror, the receipt of such notice must be reported to the employee's supervisor immediately. The Employer retains the right to request that the employee be excused or exempt from jury duty if in the opinion of the Director, the employee's services are essential at the time of the proposed jury service. It shall be the employer's responsibility to provide appropriate documentation to secure such exemption or excuse. However, if the governing authority denies the request to be excused or made exempt, the employee will be paid for time off the job while serving jury duty in accordance with the following provision:

19.011 If an employee must report for jury duty, the employee will receive his/her regular pay for hours scheduled, up to a maximum of fifteen (15) regularly scheduled workdays. This does not include "on call" jury time when employees are able to be at work.

19.02 Bereavement: Employees are responsible for providing their supervisors with immediate notice of need for bereavement leave and the expected date of return.

19.021 Employees are eligible for a maximum of three (3) days off with pay in order to attend to matters involving the death of immediate family members and up to one (1) day off with pay to attend to matters involving the death of aunts, uncles, nieces, nephews, person residing in the same household as employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law and the parent of an employee's dependent child. The last day of bereavement leave that can be used is the day following the funeral.

19.022 Immediate family members shall include: Parents, step-parents, parents-in-law, spouse or partner living in the same household, children, step-children, siblings, step-siblings, grandparents, grandchildren.

Should additional time be necessary, the employee may request to use other time off, including PTO. Time in addition to that specified in 19.021 shall be considered scheduled PTO time for bereavement purposes.

ARTICLE 20 - HOLIDAYS

20.01 The following Holidays are recognized:

New Year's Day
Easter* (Residential Direct Care Staff Only)
Good Friday (Day Program Staff Only)
Memorial Day*
Independence Day
Labor Day*
Thanksgiving
Christmas*

* Employees hired for specialized weekend programs will receive these holidays only.

20.02 All regular full-time employees will be given paid time off (up to 8 hours) for the above listed holidays. For programs that are open Monday through Friday, if a holiday falls on a Saturday, the previous Friday will be the official day off, and if it falls on a Sunday, the following Monday will be the official day off. An additional day off will be granted if the recognized holiday falls on an employee's scheduled day off. If a holiday falls during an employee's Leave of Absence, the employee will not receive holiday pay.

20.03 When an employee is required to work on any of the holidays named above, pay will be at time and one half of the employee's regular hourly wage rate for all hours worked on the holiday at their home program. If working the holiday at a program other than the employee's home program, he/she will be paid at time and one half at the fill-in transfer rate of that program. Employees who must work the holiday will be offered the choice of another day off within the 30 days following or 7 days prior to the holiday or receiving 8 hours holiday pay at their straight time pay rate. Requests for another day off must be submitted for approval at least two weeks in advance of the requested day off.

20.04 If an employee is absent on a holiday on the scheduled workday before and/or after a paid holiday, the Employer may demand satisfactory proof of illness. Further, the Employer may deny pay for such holiday if such proof is requested and not furnished. An employee who is scheduled to work on a holiday and does not work and who is not excused from work that day shall not receive holiday pay.