



Collective Bargaining Agreement

between

SEIU 775

and

AWARE, Inc.

Effective March 14, 2018 to July 31, 2021



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PREAMBLE

This agreement is made and entered into between AWARE Inc. (“the Employer”) and SEIU 775 (“the Union” or “SEIU”), (collectively: “the Parties”) to provide for amicable and equitable adjustment of differences which may arise, and to set forth the understanding reached between the Parties with respect to wages, hours of work, and terms and conditions of employment.

AWARE Inc. and SEIU 775 share a common goal of helping individuals live independent lives in Montana. Both organizations are committed to developing a stable and well-trained workforce, promoting the financial viability of AWARE Inc.’s business operations, expanding services in the state of Montana, and building public respect for the long-term care profession. The Parties intend to develop a productive working relationship focused on problem solving for mutual benefit.

The Employer and the Union will work to build a relationship that, acknowledging limitations imposed by state and program funding, will strive to maintain competitive compensation for workers to provide a high-quality work environment and enhance an ongoing relationship of trust and respect. The Parties recognize our obligation to serve clients with the highest quality of care. The Parties further recognize the importance of raising standards throughout the industry and agree to work together to achieve this goal.

ARTICLE 1 RECOGNITION

The Employer, AWARE, Inc. recognize SEIU 775 (and their successors and assigns) as the sole and exclusive bargaining agent for all employees who are employed by the Employer in the State of Montana, as those classifications found in Appendix A of this Agreement which are: Advanced Habilitation Technician (AHT), Habilitation Technician (HT), Night Watch (NW), Treatment Service Technician (TST), Behavior Care Coordinator (BCC), Targeted Case Manager (TCM), Mental Health Coordinator (MHC), Treatment Service Specialist (TSS), Supported Living Technician (SLT), Relief/On-Call (R), Respite Worker (RW), Teachers (EHS-T), Mentor Teachers (EHS-MT), Assistant Teachers (EHS-AT), Home Visitors (HV), and Activities Service Technician (AST); excluding all employees not employed in the programs delivered by the Employer, managers, confidential employees, office clerical employees, professional and professionally licensed employees, and supervisors as defined in the National Labor Relations Act.

ARTICLE 2: UNION MEMBERSHIP AND UNION SECURITY

SECTION 2.1: UNION MEMBERSHIP

All bargaining unit employees shall, as a condition of employment, become and remain members of the Union. Each new employee shall be required to become and remain a member of the Union no later than the thirtieth (30th) day of employment. Effective July 1, 2019, all bargaining unit members will be required to tender periodic dues and fees as determined by the Union. Prior to July 1, 2019, but after the signing of this agreement on May 1, 2018, any employee who

signs a membership card and so authorizes shall have dues deducted and remitted to the Union within thirty (30) days of the authorization or notice thereof. Any employee who fails to satisfy this obligation shall be discharged by the Employer, and the Employer shall provide written notice to the Union of such discharge within thirty (30) days. Any bargaining unit employee who signs a membership card prior to July 1, 2019, shall be required to remain a member in good standing as a condition of employment. Good standing is herein defined as the tendering of Union dues on a timely basis.

SECTION 2.2: DISCHARGE FOR FAILURE TO MEET OBLIGATIONS

The Union may demand the discharge of any bargaining unit employee who refuses to become and remain a member of the Union. The Union may demand the discharge of any bargaining unit employee who is delinquent in payments required after July 1, 2019. In no case will the Employer be required to discharge an employee in violation of state or federal law.

The Union shall communicate delinquency to the affected employee and to the Employer within thirty (30) days of delinquency. The notice to the delinquent employee shall include a) the fact that the Union has no record of the employee's membership or religious exemption and b) the action required by the employee in order to satisfy requirements of this Agreement. This notice shall include: the amount needed to pay delinquent dues in full (when applicable), a membership form, and/or any other action needed on the part of the employee to satisfy obligations of this Agreement. The Union shall, at the same time, notify the Employer of the name and reason for delinquency of any employee.

Should the employee fail to satisfy obligations of this Agreement, within fifteen (15) days from the date of the original notice of delinquency, the Union may demand in writing that the Employer discharge the employee. Following receipt of such demand, the Employer shall discharge the employee within seven (7) calendar days of the date of the Union's demand. Provided, however, in no case will the Employer be required to discharge an employee in violation of state or federal law.

SECTION 2.3: BARGAINING UNIT INFORMATION

Employees covered by this Agreement are required to maintain up-to-date personal phone number(s), and a home address on file with the Employer. The Employer shall provide a roster of all bargaining unit employees to the Union on a monthly basis, no later than the 15th of each month. To the best of the Employer's available information, the roster shall include each employee's name, employment identification number, social security number, home address, mailing address, email address, home phone number, and alternative phone number (if any), office or unit where the employee is assigned, job classification(s), FTE status, shift, rate(s) of pay, gross pay, hours worked in the month (or month-to-date in the event of twice monthly pay), total hours accrued as an employee of the Employer or hours credited towards a wage scale step year-to-date, amount and rate of any special differential pay, date of hire, date of termination, dues amount (after July 1, 2019), COPE amount (if any) and any other voluntary deduction (if any). The Union will indemnify the Employer and hold it harmless from any claims demands,

damages or liabilities that may result from the provision by the Employer of any of the requested information to the Union, including the cost of defending against such claim or obligation. The Employer shall collect acknowledgement forms from each employee noting their employment information will be shared with the Union.

The Employer shall facilitate reconciliation of these employment records with the Union, including clarifying whether workers are inactive because of paid or unpaid leave or other reason. Both Parties agree to work together to ensure that all records are as accurate as possible. All information required to be transmitted under this Agreement shall be transmitted securely in a common electronic format agreed upon by the Employer and the Union.

SECTION 2.4: PAYCHECK DEDUCTIONS

The Employer agrees to deduct from each bargaining unit employees' pay all authorized dues, fees, and assessments as determined or required by the Union, effective on or after July 1, 2019. The Employer shall make such deductions from the employees' paycheck following receipt of written authorization, and periodically thereafter as specified on the written authorization, so long as such authorization is in effect, and shall remit the same to the local Union within thirty (30) days after the end of the last full pay period in each month. The Union will furnish all the membership forms necessary to be used for this written authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Employer reserves the right to ensure that the authorization of payroll deductions complies with applicable Federal and State laws regarding deductions from wages. The Employer may require an additional authorization form as per its policies and procedures, to confirm the specific authorization for continued paycheck deduction.

The Union will hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of Union membership fees, including the cost of defending against such claim or obligation.

SECTION 2.5: UNION MEMBERSHIP MATERIALS

For new employees, union membership materials shall be distributed with the basic employment paperwork required by the Employer. All membership forms for the Union completed by a new employee of the Employer will be forwarded to the Union no later than the thirtieth (30th) day of the new employee's employment with the Employer. The Union will furnish all required documents.

SECTION 2.6: POLITICAL ACCOUNTABILITY FUND/COMMITTEE ON POLITICAL EDUCATION (COPE) DEDUCTION AND MEMBERSHIP PLUS

The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily signs and executes a written Political Accountability Fund (COPE) or Membership Plus Benefit Program wage assignment authorization form. When filed with the Employer, the written authorization form will be honored in accordance with its terms. The authorization form will

remain in effect until or unless revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for Political Accountability Fund (COPE) and/or Membership Plus Member Benefit contributions will be promptly transmitted to the Union by separate check payable to the Union and identified as Political Accountability Fund (COPE) or Membership Plus Benefit Program deductions, at the same time as the monthly remittance of dues.

Upon issuance and transmission of a check to the Union, the Employer's responsibility will cease with respect to such deductions. The Union and each employee authorizing the written assignment of wages for the payment of Political Accountability Fund (COPE) contributions and/or Membership Plus Benefit Program 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 account of, any deduction made from wages of an employee.

SECTION 2.7: DATA SECURITY

The Employer agrees that the following information is confidential, and shall not be released by the Employer or its agents to any third party, including any contractor or vendor, except as necessary to comply with the provisions of this Agreement, or, upon not less than (21) twenty-one days written notice to the Union, as required by law:

The names, addresses, telephone numbers, wireless telephone numbers, electronic mail addresses, social security numbers, and dates of birth of all employees covered by this Agreement.

The Employer shall provide a copy of the request and any other materials submitted as part of the request at the time of notification. The Employer shall provide the Union with at least fourteen (14) days to review and challenge the scope of the request prior to the Employer's response to the disclosure request. The Employer agrees to consider the Union's response prior to disclosing any information about bargaining unit members.

ARTICLE 3: MANAGEMENT RIGHTS

Except as otherwise specifically provided in this contract, the management and operation of the Employer's offices, worksites and property as well as the control of the premises and the direction of the workforce are rights exclusive to the Employer.

The right to manage includes, but is not limited to, the right to hire, assign, transfer, promote, demote, layoff, suspend, discharge and discipline Bargaining Unit Employees for Just Cause; select and determine the number of its Bargaining Unit Employees, including the numbers assigned to any particular work; to increase or decrease that number; direct and schedule the workforce; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; discontinue the operation of the business by sale or otherwise, in whole or in part, at any time; subcontract bargaining unit work (in accordance with Article 21-Subcontractors); determine the methods, procedures, materials

and operations to be utilized or to discontinue their use; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of Bargaining Unit Employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and act of bargaining Unit Employees during working hours; require that duties other than those normally assigned to be performed temporarily for coverage if necessary; select supervisory Bargaining Unit Employees, training Bargaining Unit Employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the working force; establish, change, combine or abolish job classifications and transfer Bargaining Unit Employees, either temporarily or permanently, within programs and/or job classifications; determine job qualifications, work shifts, work pace, work performance levels, standards of performance, and methods of evaluation of the Bargaining Unit Employees, and in all respect carry out, in addition, the ordinary and customary functions of management.

The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

The foregoing statement of the rights of management and of Employer functions are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions not specifically enumerated. The Employer shall have the right to propose to modify the terms or conditions of employment of covered workers, which are not subject of explicit terms of this Agreement or any subsequent Agreement, after notice of such change to the Union and an opportunity to bargain over proposed changes, if requested by the Union within thirty (30) days of notice of the change.

None of these rights shall be exercised in an arbitrary or capricious manner.

ARTICLE 4: UNION RIGHTS

SECTION 4.1: ADVOCATES OR WORKER REPRESENTATIVES

For purposes of representation, communication and mutual administration of the contract, the Union will designate advocates or worker representatives from among its members employed by the Employer. The advocate position is the worker representative position responsible for handling representational, grievance and disciplinary issues with the Employer. The Union will notify the Employer when an advocate or worker representative has been designated. The employer agrees to recognize up to 3% of its workforce as advocates in each city/community. If a city/community has less than twenty (20) employees, the employer will recognize up to one (1) advocate.

The Employer agrees to compensate designated advocates or worker representatives at their regular rate of pay for their involvement in certain limited labor relations activities. These activities are defined as participation on the Labor-Management Committee while during regular working time; actual time spent in grievance meetings provided that the advocate or worker representative notifies the immediate supervisor(s) in advance and the supervisor(s)

approve; and other approved and regularly scheduled committees and work groups that benefit both the Union and the Employer by prior mutual agreement, as defined in Article 9 – Activities of Shared Interest. Advocates or worker representative shall have the obligation to inform and seek advance approval from their supervisors in advance when they wish to utilizing time as an Advocate, and shall follow all usual scheduling procedures to ensure client care coverage.

SECTION 4.2: UNION COMMUNICATIONS

The Employer shall provide a binder or notebook in an area accessible to employees in each office for union postings. The Union will provide a copy of materials to the Employer in advance for notification purposes.

SECTION 4.3: ON-BOARDING/NEW EMPLOYEE ORIENTATION

Worker representatives shall have a maximum of thirty (30) minutes at a designated time, as determined by the parties during each orientation of new employees to make a presentation about the Union and answer questions. Such presentation can be in person or by phone. The Union shall have the right to include written information on any orientation video tape or other basic written employment materials produced by the Employer for the purposes of new employee orientation. Should a newly hired employee or Union representative be unavailable to attend an orientation, the Employer and the Union shall work in partnership to ensure that the Union will be able to contact such employee in the future. The Employer will provide the Union with an annual calendar of the On-Boarding schedule in December for the following year.

Management or supervisory personnel may not be present during Union presentations unless mutually agreed to by the Union and the Employer. Such meetings shall not disrupt the orientation schedule. The Union must inform the Employer of its desire to address the bargaining unit members at a scheduled On-Boarding Training at least two (2) days in advance.

In the event a Union Representative is unable to be present at the Employer's new employee orientation, the Employer shall provide a list which includes the new employees' name, phone number, email address and mailing address.

SECTION 4.4: ACCESS TO EMPLOYER PROPERTY

4.4.1: OFFICES

The Employer welcomes the authorized representative(s) of the Union to use its local office meeting rooms with notice and approval. The Union may use designated meeting rooms of the Employer for meetings, conducting Union business and adjusting grievances, provided that space is available and will not disrupt the operations of the business.

4.4.2: PERSONNEL FILES

With forty-eight (48) hours' notice, an employee may review material in his or her file in the presence of his or her supervisor or an employee of the Human Resources Department.

An employee may obtain a copy of his or her personnel file upon written request. The Human Resources Department will copy the requested file within a reasonable length of time, usually within five (5) business days and per the employer's policy. No disciplinary documents shall be retained by the employer in the employee personnel file without the employee's knowledge.

SECTION 4.5: COMMUNICATIONS

The Employer's website will contain a link to the SEIU 775 website. Prior to its publication, the Employer will notify the Union of its newsletter so that the Union may submit information for inclusion or distribution.

ARTICLE 5: PROBATION

All new and rehired employees work on a probationary basis for the first six (6) months after their initial date of hire. The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets the employee's expectations. The Employer uses the probationary period to evaluate the employee's capabilities, work habits and overall job performance. If, in the opinion of the Employer, the probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for thirty (30) days. An extension of the probationary period must be in writing and provide an explanation of the reason(s) for the extension. During the initial probationary period, the Employer retains the right to discharge an employee without cause.

During the initial probationary period, employees will not be approved for any leave time, except in the case of emergency (i.e. the death or hospitalization of a family member as approved by the Employer). Employees will accrue leave time; however, employees cannot use the leave until the successful completion of the probationary period.

Upon satisfactory completion of the initial probationary period, employees enter their assigned employment classification.

Employees who are promoted or employees who are transferred from one department to another of the Employer shall complete a secondary-probationary period of six (6) months. In such cases of promotions or transfers, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee will be allowed to return to his or her former job or to a comparable job for which the employee is qualified.

During the initial probationary period, new employees are eligible for those benefits that are required by law, such as Workers' Compensation Insurance and Social Security.

After the first six months of employment, employees are eligible for other employer-provided benefits, subject to the terms and conditions of each benefits program.

Probationary employees are covered by the terms and conditions of this Agreement except as specifically noted and retain the same legal rights as other employees under the National Labor Relations Act and applicable local, state and Federal laws.

ARTICLE 6: JUST CAUSE FOR DISCIPLINE AND DISCHARGE

SECTION 6.1: JUST CAUSE AND THE RIGHT TO REPRESENTATION

To assure orderly operations and provide the best possible work environment, all employees are expected to follow rules that will protect the interests and safety of all employees and consumers. The Employer shall have the right to discipline and/or to discharge non-probationary employees for Just Cause. Just Cause shall be defined as legitimate reasons, as defined by employer policies/practice.

Communications between supervisors and employees about disciplinary matters shall be respectful and discipline shall be, in general, directed at correcting performance problems. Progressive discipline will not be applied when the nature of the offense is cause for immediate discharge, such as serious misconduct, as defined by employer policies. In addition, the Employer may skip steps in the progressive discipline process based upon the seriousness of the offense in accordance with the provisions of just cause.

Employees who are discharged will be sent a final paycheck no later than the next scheduled pay-date for the hours worked for that pay-period. This final paycheck will include payment for all hours worked including earned vacation hours.

In the case of any form of discipline less than termination, the employee's disciplinary action shall include a description of the conduct that is the basis for the disciplinary action(s). The Employer will strive to identify specific corrective action(s) that the employee is expected to take to improve his/her performance.

Employer Investigations and Fact-finding:

Prior to issuing a verbal warnings, written reprimand, disciplinary suspension, demotion or termination, the Employer shall attempt to meet with the employee to investigate and gather facts. The Employer shall advise the employee of the purpose of the investigatory meeting and that the meeting could lead to disciplinary action and shall advise the employee of his/her right to request the presence of an Advocate or Union representative in the meeting. If an employee requests the presence of an Advocate or Union representative, the Employer will make a reasonable attempt to schedule a meeting when the participating advocate or Union representative and employee are available to meet. Advocates may participate by phone, if unavailable in person.

The unavailability of an advocate or Union representative for a meeting date shall not unreasonably delay or impede the Employer's investigation or decision to take disciplinary action.

The employer shall attempt to complete investigations in a timely and efficient manner.

SECTION 6.2: NOTIFICATION OF FORMAL DISCIPLINARY ACTION/WRITTEN JUSTIFICATION FOR DISCIPLINE FOR CAUSE

In the case of any written reprimand or termination/discharge for cause, the Employer shall give a copy of the disciplinary action to the employee, stating the reasons for the discipline. The document shall include a line for the signature of the employee and the immediate supervisor or manager responsible for the decision to issue discipline, including the following notice:

“Signing this document indicates that you have received a copy of the document but does not indicate that you agree or disagree with its contents. You may have the right to contest this action through filing a grievance, if you believe this action violates the Collective Bargaining Agreement between AWARE and SEIU 775. You may contact your Advocate, worker representative or the SEIU 775 office at 1-866-371-3200.”

The lack of the employee’s signature on the notice shall not be grounds for nullifying or challenging the notice or any ensuing disciplinary action where reasonable evidence shows that the Employer attempted to inform the employee of the investigation, pending or actual discipline.

SECTION 6.3: DISCHARGE

Within seven (7) calendar days after any discharge for cause, the Employer shall notify the Union in writing (by fax or email) of the suspension or discharge and the reason for this action and shall attach a copy of the disciplinary notice signed by the employee or provided to the employee.

SECTION 6.4: INVESTIGATION OF JUST CAUSE BY UNION

An advocate or Union representative shall have the right to interview employees and management personnel and gather information concerning specific and identifiable disciplinary matters. Such interviews shall not interfere in any way with the Employer’s business activity. Should a client complaint be involved, the Employer will attempt to provide a copy of the clients’ written complaint, if any, with all identifiers removed, so long as the removal of identifiers adequately protects the confidentiality rights of the client and the provision of the complaint does not violate federal, state, local laws or regulations. No client is required to provide written statements. All issues relating to fact-finding by the Union shall be confidential in nature.

SECTION 6.5: EMPLOYER RULES

The Employer may establish work rules necessary to regulate employees’ conduct at work. Work rules shall be reviewed with new employees who will sign a form provided by the Employer to confirm their understanding of the Employer’s rules, and made available to all employees and the Union. The Employer will advise the Union of any proposed changes to the work rules thirty (30) days in advance. Recognizing the varying needs of clients, rules regarding

delivery of client care, and rules regarding client and staff safety may vary from worksite to worksite in order to assure the delivery of quality care and safety.

SECTION 6.6: PERSONNEL FILES

Any information about the employee may be included in the personnel file, including without limitation information regarding disciplinary action, such as client complaints, warnings, placements on probation status, and formal evaluation reports prepared by the Employer. Information about review of an employee file is contained in Article 4.4.2 of this Agreement.

Employees may ask to have written disciplinary action in their personnel file noted as inactive if two years have passed without a related discipline. Such requests will not be unreasonably denied.

SECTION 6.7: REGULATORY INVESTIGATIONS

Should a regulatory agency initiate an investigation of an employee that requires suspension or removal from any consumer, but does not require suspension or removal from all work, the Employer will attempt to assign the employee other suitable work until the investigation is complete if permitted by state law or regulation.

If, following the conclusion of a regulatory investigation, it is determined by the Employer, or the regulatory agency that the employee is to be disciplined, up to and including discharge, the notification provisions of section 7.1 (notification of right to representation) will apply.

If the investigation indicates that disciplinary action is unnecessary, the Employer will make reasonable efforts to reinstate the employee to the same hours and position.

ARTICLE 7: DISPUTE RESOLUTION PROCEDURE

SECTION 7.1: DEFINITION OF A DISPUTE

A dispute shall be defined as an alleged violation of the provisions of this Agreement or specific past practices applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures that are in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement of the Employer. The Union and the Employer are mutually committed to resolving disputes at the lowest level possible, where practicable, and in an expedient manner.

SECTION 7.2: TIME LIMITS

The purpose of time limits within the dispute resolution procedure is to encourage the swift resolution of disputes. Time limits may be extended or waived at any step in the dispute resolution procedure by mutual agreement of an authorized Employer representative and the Union. The Union may withdraw its dispute/grievance at any step in the dispute resolution process. The Parties agree the dispute/grievance may be resolved at any stage of the dispute resolution process provided that all appeals are timely.

SECTION 7.3: GRIEVANCE STEPS

Disputes/grievances shall be handled in the following manner:

Step One: The grievant and/or advocate or Union staff representative shall present a dispute/grievance in writing to the employee's immediate supervisor within fourteen (14) calendar days after the employee should reasonably have learned of the event giving rise to the dispute/grievance or within fourteen (14) calendar days after the event giving rise to the dispute/grievance, whichever is later.

The written dispute/grievance must contain the following information:

- (a) the exact nature of the dispute/grievance;
- (b) the act or acts alleged to be violations of the Agreement, an Employer policy or the Employer's past practice that is not specifically addressed in this Agreement;
- (c) when the alleged act(s) occurred;
- (d) the identity of the grievant or grievants;
- (e) the specific article or provision of this Agreement or the past practice applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures that are in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement alleged to have been violated;
- (f) the remedy proposed to attempt to resolve the dispute.

The supervisor shall respond in writing to the dispute/grievance within fourteen (14) calendar days of the presentation to agree to solve the dispute/grievance with the remedy specified by the Union or an alternative remedy or to deny the dispute/grievance. The supervisor's response shall be addressed to both the grievant and the Union. Should the supervisor fail to respond within this timeframe, the Union shall have the right to forward the issue to the next step.

Step Two: If no resolution or settlement is reached between the grievant and the supervisor, the grievant or the Union may file a written appeal of the supervisor's decision rendered in Step One to the Chief Executive Officer or his/her designated representative. The employee or advocate or the Union staff representative shall file this written dispute/grievance within fourteen (14) days after his/her receipt of the supervisor's decision from Step One.

A meeting with the Chief Executive Officer or his/her designated representative, the grievant and the Union representative shall be held not later than fourteen (14) calendar days after receipt of the written appeal, unless otherwise to by the parties. The Chief Executive Officer's response shall be addressed to the grievant and the Union and shall be copied to the Human Resources Officer. This response shall be final and binding on the employee, the Union and the Employer, unless it is timely appealed to arbitration by the Union in accordance with this Article.

Grievances initiating at Step Two:

Grievances concerning discharge or discrimination shall be filed initially at Step Two (2). Group

grievances claiming the same alleged violations involving employees who work under more than one supervisor may be filed initially at Step Two. Multiple individual grievances alleging the same violation that are filed during the same time frame may be combined into a group grievance and commenced at Step Two.

Mediation (Optional)

Should the parties fail to resolve the Grievance at the Step 2 meeting, either party may request that the Dispute/Grievance be submitted to mediation no later than fourteen (14) calendar days following the date on which the Employer submits its written Step 2 Grievance Response to the Union. Upon a timely request, both parties shall enter into good faith mediation including using the services of Federal Mediation and Conciliation Services ("FMCS") or another mutually agreed upon Mediation Service offered locally. Each party shall bear their own costs associated with preparing for the mediation. The mediation costs, if any, shall be split equally between the parties. The mediation shall be conducted within thirty (30) days unless the parties are unable for good reason to schedule the mediation in that time period. In no event shall a mediation be conducted later than sixty (60) days after a timely request for mediation unless the parties agree in writing. Mediation shall apply only to grievances that involve termination, demotion, or an issue that affects an employee's compensation.

SECTION 7.4: REQUEST FOR ARBITRATION

Prior to invoking Arbitration, the party seeking Arbitration must have participated in mediation in good faith unless both parties agree in writing to skip mediation and proceed directly to Arbitration. If the Dispute/Grievance is not resolved in mediation, or the parties have mutually agreed in writing to forgo mediation, a party may submit a written demand for Arbitration no later than fourteen (14) days following the conclusion of the unsuccessful mediation or written agreement to forgo mediation. Arbitration shall apply only to grievances that involve termination, demotion, or an issue that affects an employee's compensation.

In the event that a dispute/grievance proceeds to arbitration, the Parties shall make a good faith effort to agree on an arbitrator. In the event the Parties are unable to agree, and not later than five (5) days from receipt of the request by the Union for arbitration, the Parties shall select an arbitrator as follows:

- (a) The Montana Department of Labor and Industries (MDLI) shall provide a list of five (5) arbitrators to the Union and to the Employer.
- (b) Within five (5) working days after receipt of the list of arbitrators, the parties shall select an arbitrator through the process of elimination by alternately striking names.

The party to strike first shall be selected by a toss of the coin.

OR

(c) The Parties may mutually agree to a list of arbitrators to be used during the term of this Agreement and shall select any arbitrator whose schedule permits timely hearing of the grievance.

SECTION 7.5: ARBITRATION

The jurisdiction of the impartial arbitrator is limited to:

- a) Adjudication of the grievance setting forth the issue or issues to be arbitrated;
- b) Interpretation of the specific terms of this Agreement or past practices applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures that are in effect upon the date of the ratification of this Agreement, and which have not been altered or amended by this Agreement of the Employer which are applicable to the particular issue presented to the arbitrator;
- c) The rendering of a decision or award that in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or that is in conflict with any of the provisions of this Agreement; and
- d) The rendering of a decision or award based solely on the evidence and arguments presented to the arbitrator by the respective parties.
- e) The rendering of a decision involving the administration or interpretation of insurance plans or contracts. The arbitrator shall not have jurisdiction over internal rules of the insurance plan itself which are outside the Employer's or the Union's control.

SECTION 7.6: ARBITRATION DECISION AND COSTS

The arbitrator will render a decision within thirty (30) calendar days after the conclusion of the hearing or within thirty (30) calendar days following any period allowed for the filing of post-hearing briefs. The decision shall be final and binding upon the Employer, the Union and the employee(s) affected. The costs of the arbitration including professional services for preparation of transcripts (if agreed by the parties) shall be divided equally between the Union and the Employer. Any fees for witnesses shall be borne by the party calling such witness.

ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

SECTION 8.1: PURPOSE

To maintain the cohesive relationship, respect and positive culture which has been developed between the parties, the Employer and the Union shall establish a Labor-Management Committee (LMC). The purpose of the Committee shall be to consider matters affecting the relations between the Employer, the Union, and the employees, and to recommend measures to improve client care specific to services provided by the Employer and in the industry in general; provided, however, the Committee shall not engage in negotiations, nor shall the Committee consider matters properly the subject of a grievance.

SECTION 8.2: COMPOSITION, SCHEDULE AND PROCESS

Generally, the Committee shall be composed of up to five Union representatives and an equal number of representatives of the Employer. By agreement, the parties may invite additional participant to the committee. In addition, the President or Executives of the organizations, or their designees may attend the meetings.

Other provisions for this Committee are as follows:

- a) The Committee shall be co-chaired by one of the Union representatives and one of the Employer representatives. The Committee may also decide to rotate facilitation of meetings.
- b) The Committee shall meet at quarterly, or as often as needed, but no less than once per year, at a time and location mutually convenient to the Union and the Employer.
- c) The Union and the Employer co-chairs will prepare an agenda to be presented to the Committee at least seven (7) working days prior to the scheduled meeting.
- d) Employee Committee members will be released for participation for any scheduled hours of work that the worker foregoes by service on the Committee and may access any time available as referenced in Article 9.3. The Union and the Employer shall pay any travel expenses for the participation of their respective representatives.
- e) Summaries of the meetings will be presented to the Employer and the Union within ten (10) working days after the meeting of the LMC.
- f) The LMC will address each recommended agenda item in writing within one month to the members of the Committee. Should any item(s) be referred to the Chief Executive Officer and/or the Director of Human Resources he/she/they shall report decisions or actions to the LMC within one month.

8.2.1 STANDING AGENDA ITEMS

The LMC shall serve as an advisory committee to assist in the development of the following agenda items. The committee is not limited in its capacity to discuss other issues, as agreed to by the parties.

- Best Practices
- Training and Professional Development
- Legislative Priorities
- Health and Safety
- Organizational Updates

SECTION 8.3: EMPLOYEE POLICIES AND HANDBOOK

The Labor Management Committee shall review and provide input and recommendations changes to the employee handbook and employer policy when necessary.

SECTION 8.4: HOME AND COMMUNITY BASED CARE INDUSTRY-WIDE COMMUNICATIONS

Recognizing our common interests, the Parties will meet and confer over Legislative priorities, public policy goals and other matters of mutual interest in the home and community-based care industry. The Committee shall endeavor to meet at least once in a reasonable time period prior to the opening of any Montana Legislative session. The Parties may mutually agree to invite other parties to participate in Communications Committee meetings. These other parties

could include, but are not limited to, other unionized Employers in the home and community-based industry or long-term care policy advocacy groups.

ARTICLE 9: ACTIVITIES OF SHARED INTEREST

SECTION 9.1: PUBLIC ADVOCACY DAY(S)

The parties share an equal stake in advocating for improvements in the quality of care with the regulators, the State, the Legislature, and the Congress, in building workforce development programs which prepare caregivers and Employers to meet the challenges of providing service to the population we serve. Recognizing our common interests, the Employer shall make every effort to provide an paid leave day for up to three percent (3%) of the bargaining unit for the purpose of attending an advocacy day for the issues related to agency-provided home care.

SECTION 9.2: LABOR MANAGEMENT COMMITTEE

By agreement between the parties, the Employer and the Union shall share costs associated with participation of bargaining unit members in Labor Management Committee Meetings. These costs include but may not be limited to lost time, transportation and food costs.

SECTION 9.3: OTHER ACTIVITIES OF SHARED INTEREST

During the life of this Agreement, the parties shall share costs for activities which are beneficial to the parties, as mutually agreed. These costs may include lost time, travel, etc.

ARTICLE 10: HEALTH AND SAFETY

SECTION 10.1: RIGHT TO SAFE WORKING CONDITIONS

The Employer and the Union agree to comply with all federal, state, and local laws to provide working conditions that are safe. The Employer may, in its discretion, establish safety and health rules.

The Employer and the Union recognize the inherent risk working with the population we serve and the importance of working conditions that will not threaten or endanger the health or safety of employees or clients. The Employer shall make a good faith effort to notify employees of any inherent health or safety risks prior to a client assignment. Employees will immediately report to the Employer any working condition that the employee believes threatens or endangers the health or safety of the employee or client(s).

SECTION 10.2: SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES

No employee shall be required to provide at his/her own expense safety equipment, supplies, or protective garments, including, but not limited to gloves and/or masks, to perform any task for a client. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/her supervisor.

SECTION 10.3: IMMINENT DANGER TO EMPLOYEES

Any employee who believes in good faith that his/her health and/or safety is in imminent

danger at an assigned work location shall immediately contact a supervisor.

SECTION 10.4: ON-CALL SUPPORT

The Employer shall maintain at least one (1) employee per region or office to provide on-call support by carrying a cell phone during non-business hours for employees to contact in the case of an emergency.

ARTICLE 11: PAY RECORDS AND PAY PERIODS

SECTION 11.1: CHECK STUB

Employees shall be furnished with a copy of their itemized deductions each pay period, which shall include the current hours worked, accrued time off for eligible employees, current wages earned, current wage rate, cumulative wages to date, and any regular itemized deductions, including any duly authorized dues, COPE or other voluntary deduction, in accordance with the Employer's payroll procedures.

SECTION 11.2: PAY PERIOD

Wages shall be paid two times per month. The Employer shall make the pay schedule available to all employees, published as a yearly calendar with pay days and mandatory due dates for submission of time sheets. Should an employee fail to turn in the time sheet on or by the date required, the Employee may not be paid until the next pay period except in the case of an emergency beyond the control of the employee.

SECTION 11.3: CHECK CORRECTION

In the event an employee does not receive his/her paycheck on payday or is underpaid due to administrative error, a new check shall be issued within three (3) business days from the pay date as long as the Employer is made aware of the problem on the pay date or the first business day following the pay date. If the underpayment is for a small amount of less than twenty-five dollars (\$25.00), the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck.

SECTION 11.4: DIRECT DEPOSIT

The Employer shall offer direct deposit of paychecks, provided an employee may elect to receive a debit card instead.

ARTICLE 12: LONGEVITY

Employees completing the six (6) month probationary period shall be credited with longevity retroactive to date of hire. Longevity shall be defined as the length of service within the bargaining unit from date of hire. Longevity shall be used to determine wage rates within their classification and entitlement to other benefits for which length of service is a condition of entitlement.

Employees who transfer from one office to another, or work in more than one office, shall keep

his or her place in longevity.

ARTICLE 13: UNPAID LEAVE

SECTION 13.1: UNION LEAVE

a) A leave of absence without pay shall also be granted to no more than ten (10) employees per year and no more than five (5) employees at the same time for no more than ninety (90) days to conduct the Union's business provided fifteen (15) days written notice is given. The Employer and the Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If this leave lasts more than thirty (30) days, the Employer may not be able to guarantee the employee a return to work with the same client(s) or work location(s). If the Employer determines it will harm client services, the Employer may delay a leave request to the employee serving the affected client, until the Employer can find a suitable substitute.

b) An employee on an approved union leave shall continue to accrue seniority at the same rate of their accrual immediately preceding the leave. An employee on approved union leave is responsible for paying his or her share of employer-provided benefits during any period of unpaid leave.

SECTION 13.2: ELECTION LEAVE

The Employer may grant all employees up to two hours unpaid leave to participate in election activities, as long as staff ratios are maintained.

SECTION 13.3: OTHER LEAVES OF ABSENCE

Eligible employees shall be entitled but not limited to all rights and privileges provided in the Family and Medical Leave Act of 1993; and other federal and state laws regulating pregnancy and/or medical leave.

ARTICLE 14: PAID LEAVE

SECTION 14.1: JURY DUTY AND WITNESS LEAVE

Employees summoned for jury duty will be excused from work to fulfill their civic responsibility, as provided in the Employer's policy at the time of ratification of this Agreement.

ARTICLE 15: HOLIDAYS

SECTION 15.1: JOB CATERGORIES QUALIFYING FOR PREMIUM PAY

Administrative and School-Based Staff

Regular full-time and part-time employees are paid at their regular rate of pay for time not worked on the recognized holiday.

Direct Care and Relief Staff

Employees who work on one of the qualifying holidays shall be:

- Paid one and one-half times (1.5X) their regular rate of pay for all hours worked on the qualifying holidays
- Awarded holiday accrual hours equal to the actual hours worked on the holiday to be used within one calendar year from the award date

SECTION 15.2: RECOGNIZED HOLIDAY

The following days qualify as a holiday for the purposes of applying the holiday provisions of this article. No employees shall be unreasonably denied holiday leave requests to work on holidays in the following list. To be eligible for holiday pay, the employee must work scheduled shifts immediately preceding and following the recognized holiday.

Holidays Qualifying for Premium Pay if Assigned and Worked:

- New Year’s Day
- MLK Jr Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Employer shall publish an annual list of the actual date of observance of the holidays listed above, if different from the calendar holiday.

SECTION 15.3: ALTERNATIVE HOLIDAYS

If an employee is scheduled to work or works a recognized holiday, the employee shall be awarded time off with pay equal to the number of hours worked on the holiday. The Alternative Holiday must be used within one calendar year of its award.

ARTICLE 16: PAID TIME OFF (VACATION, SICK, AND PERSONAL TIME)

SECTION 16.1: VACATION ACCRUAL

Full and part-time employees are eligible to accrue and use paid time off. Employees shall accrue at the following rate:

Hours Worked/Week	Annual Cap (for Carry-Over)	Calculation for Vacation Hours Earned
37-40 Hours/Week	40 Hours	.01924
35-36 Hours/Week	36 Hours	.01924
31-34 Hours/Week	33 Hours	.01924
29-30 Hours/Week	30 Hours	.01924
25-28 Hours/Week	27 Hours	.01924
21-24 Hours/Week	24 Hours	.01924

20 Hours/Week	20 Hours	.01924
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Employees shall accrue, but not be able to use, vacation during their initial probationary period.

Each employee’s vacation leave balance will be shown on their pay stub and the Employer’s timekeeping system.

SECTION 16.2: USE OF PAID TIME OFF AND SCHEDULING

Employees shall be eligible to take scheduled vacation time off in one-hour increments after their initial probationary period. Employees may use any accrued paid time off for single days off, or consecutive days of vacation. Employees must submit requests for vacation time off in the Employer’s timekeeping system at least two (2) weeks prior to the date of vacation. In the event that too many employees request paid time off for the same time period, and the Employer cannot ensure safe client coverage, paid time off approvals shall be granted by longevity within the office or worksite to which the employee is primarily assigned.

SECTION 16.3: VACATION CASH-OUT

Vacation time is intended to be utilized by employees for the purposes of rest and relaxation. Hours in excess of the annual carry-over amount listed in the table above will be cashed out on the employee’s anniversary.

Employees who terminate their employment shall be paid for all unused, accrued vacation. Such cash out shall be made by the Employer at the time of the employee’s final pay period and paycheck.

SECTION 16.4: SICK LEAVE ACCRUAL

Employees earn .01924 hours of sick leave for each hour worked, capped at 400 hours. Each employee’s sick leave balance will be shown on their pay stub and the Employer’s timekeeping system.

SECTION 16.5: NOTICE AND PROOF OF ILLNESS

The Employer reserves the right to require reasonable proof of an employee’s illness. The Employer also may require a doctor’s release in the event that the absence from work exceeds three (3) consecutive scheduled work days.

Employees who are sick shall make a good faith effort to provide as much advance notice as possible to the Employer. However, Employees shall personally notify their supervisor(s) of illness no less than two (2) hours prior to their first assignment of the day, unless there is a emergency preventing an employee from fulfilling this requirement. The Employer will maintain a twenty-four (24) hour call or paging service for employees seeking to reach supervisors.

SECTION 16.6: PERSONAL LEAVE (PTO) ACCRUAL

Full and part-time employees are eligible to accrue and use paid time off. Employees shall accrue at the following rate:

Hours/Week	Complete Probation	Complete One Year	Complete Year 2-4	Complete 5+ Years
37-40 Hours/Week	40 Hours	40 Hours	80 Hours	120 Hours
35-36 Hours/Week	36 Hours	36 Hours	72 Hours	108 Hours
31-34 Hours/Week	33 Hours	33 Hours	66 Hours	99 Hours
29-30 Hours/Week	30 Hours	30 Hours	60 Hours	90 Hours
25-28 Hours/Week	27 Hours	27 Hours	54 Hours	81 Hours
21-24 Hours/Week	24 Hours	24 Hours	48 Hours	72 Hours
20 Hours/Week	20 Hours	20 Hours	40 Hours	20 Hours

Each employee’s vacation leave balance will be shown on their pay stub and the Employer’s timekeeping system.

Personal Leave (PTO) is awarded on an employee’s anniversary (end of initial probationary period and year after thereafter) and must be used before the employee’s next anniversary. Personal Leave (PTO) does not carry over and is not available for cash-out.

SECTION 16.7: USE OF PAID TIME OFF AND SCHEDULING

Employees shall be eligible to take scheduled personal leave time off in one-hour increments after their initial probationary period. Employees may use any accrued paid time off for single days off, or consecutive days of personal leave. Employees must submit requests for personal leave time off in writing at least two (2) weeks prior to the date of leave. In the event that too many employees request paid time off for the same time period, and the Employer cannot ensure safe client coverage, paid time off approvals shall be granted by longevity within the office or worksite to which the employee is primarily assigned.

ARTICLE 17: HEALTH CARE BENEFITS

SECTION 17.1: GENERAL ELIGIBILITY

Eligible employees are entitled to participate in the Employer’s health benefit plan as established and modified by the Employer from time to time. Coverage for eligible employees is effective the first day of the month following 60 days of employment. The Employer may select, change, eliminate or modify insurance carriers, benefit plans, benefit levels, employee co-pays

and/or employee premiums for its healthcare coverage as allowed by law. Prior to implementing any substantial and material change in insured benefits, excluding those required under the Patient Protection and Affordable Care Act, the Employer shall meet with the Union to discuss the changes provided the Union requests such a meeting within thirty (30) calendar days of receiving notice of the changes.

SECTION 17.2: COVERAGE

The Employer shall pay for up to sixty-five (65%) of the premium of the employee-only coverage and the employee, through payroll deduction, shall pay the remainder of the premium. If the Employer elects to institute a dental or vision plan, employees may participate at their own expense. Eligible employees may authorize deductions for coverage of dependents in the Employer’s health benefit plan.

SECTION 17.3: FUTURE MEDICAL PLANS

The parties maintain a vision of quality and affordable healthcare for both the employees and the employer. If, in the lifetime of this agreement, a Taft-Hartley Trust insurance plan is created, the employer agrees to meet with the Union to review its costs and benefits and remains open to joining such plan. The parties acknowledge that the employer is not required to join a Taft-Hartley plan.

ARTICLE 18: TRAINING

The Employer has developed an extensive training program to assure the safety and well-being of its clients and employees, in addition to assuring quality care. As such, all core training and testing will be completed at the employer’s expense. The Employer is required to provide training to all employees as dictated by Montana State law and DPHSS rules and regulations.

Recognizing our mutual commitment to develop a workforce capable of meeting the increasingly acute needs of the people served and our encouragement of the development of human potential, the Employer and the Union agree to work together to explore training opportunities which benefit our clients and caregivers.

The Employer will reimburse Employees for all approved expenses the Employee incurs for training, licenses and/or certifications acquired outside the requirements of the job description with the approval of the Employer. Approval for additional training shall be determined on a case-by-case basis and will be at the sole discretion of the Employer. The Employer may schedule time off with pay to allow employees to attend class to obtain certifications/permits.

ARTICLE 19: HIRING RATES

All new hires or transfers to different bargaining unit positions shall receive the following minimum rates of pay:

Position	Service	Education & Experience	Wage Rate
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Habilitation Technician	All	Entry Level	\$11.25/Hour
Habilitation Technician	All	Tier II	\$12.25/Hour
Treatment Service Technician	All	Entry Level	\$11.25/Hour
Treatment Service Technician	All	Tier II	\$12.25/Hour
Night Watch	MH/DD	Entry Level	\$11.25/Hour
Night Watch	MH/DD	Tier II	\$12.25/Hour
Advanced Habilitation Technician	All	Entry Level	\$12.25/Hour
Advanced Habilitation Technician	All	Tier II	\$13.25/Hour
Activity/Employment Support Tech	All	Entry Level	\$11.25/Hour
Activity/Employment Support Tech	All	Entry Level	\$12.25/Hour
Supported Living Coordinator	DD/BA	Entry Level	\$11.25/Hour
Supported Living Coordinator	DD/BA	Tier II	\$12.25/Hour
Case Manager	TCM	Entry Level	\$14.75/Hour
Case Manager	TCM	Tier II	\$15.75/Hour
CSCT Treatment Service Specialist	CSCT	Entry Level	\$13.75/Hour
CSCT Treatment Service Specialist	CSCT	Tier II	\$14.75/Hour
Mental Health Coordinator	MHC	Entry Level	\$13.75/Hour
Mental Health Coordinator	MHC	Tier II	\$14.75/Hour
EHS – Assistant (Relief)Teacher	EHS	Entry Level	\$9.50/Hour

EHS – Teacher	EHS	Entry Level	\$10.04/Hour
EHS – Mentor Teacher	EHS	Entry Level	\$12.26/Hour

In the instance where new hires would be paid a higher wage than incumbent employees in the same position with the same experience, education and/or community, the incumbent employees shall be adjusted upward. Any such adjustments may be made only after notice with the Union.

The Employer agrees to meet and discuss the hiring rates for any new, covered job categories prior to implementation as long as the meeting occurs within thirty (30) calendar days after the Union receives notices of the rates.

19.2 EMPLOYEE ADVANCEMENT PROGRAM

An employee being offered – or currently working – in any of the job titles noted above – will earn the noted Tier I Rate of Pay. The employee will have the opportunity to earn the Tier II Wage Increase once the employee has accomplished and documented the following performance measures:

1. Successful completion of AWARE’s six-month probationary period;
2. Successful completion of all assigned training;
3. Successful completion of an “Employee Performance Appraisal Form”, with supervisory oversight;
4. Acknowledgement and recognition of assigned AWARE Performance Management Score Card;
5. If the employee is working as a Case Manager, Specialist, or Project Associate, the completion of a skills exam;
6. Successful completion of the corresponding position Tier II Wage Increase Petition, to include supervisor review and signature.
7. Forwarding all documentation – to include verification of training and supervisory signature and approval – to the Human Resources Department for finalization.

Once an employee is approved for a Tier II Wage Increase, their anniversary date of hire (specific to pay increases) is changed to the date the Tier II Wage Increase went into effect.

ARTICLE 20: DEFINITIONS

Regular Full-Time Status: Employees who regularly work full-time hours each pay week (defined as thirty-seven (37) to forty (40) hours) and who are not in a temporary or

probationary status are considered regular, full-time employees. Non-exempt full-time employees are scheduled for a set number of hours. A regular full-time employee is generally eligible for the Employer's benefit package and is subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time Status: Employees who regularly work *less* than full-time hours each pay week (defined as thirty-seven (37) to forty (40) hours) and who are not in a temporary or probationary status are considered regular, part-time employees. Regular part-time employees are eligible for a percentage of the benefits provided by the Employer, subject to the terms, conditions, and limitations of each benefit program.

Relief Staff Status: Employees who do not work any set schedule or minimum/maximum number of hours per pay week. Relief Staff are not eligible for any employee benefits including health insurance and/or paid leave. If a Relief Staff has not worked for over ninety (90) days, they must re-take and complete all applicable training, such as HELP. Relief staff who have worked hours consistent with part-time or full-time hours may be evaluated after ninety (90) days to determine if eligibility for part-time or full-time status is applicable. The evaluation will be at the employee's request.

ARTICLE 21: NO STRIKE OR LOCKOUT

There shall be no strike by the Union and no lock out by the Employer over the issues covered in this Agreement during the term of the Agreement. Should the Employer reasonably believe that the Union and/or its member employees are in violation of this article, the Employer shall contact the President or Secretary-Treasurer of SEIU 775 or appropriate designee(s) to advise him/her of the situation. The officer so notified immediately shall advise employees and/or the Union representatives engaged in the objectionable activity that the activity is unsanctioned.

In the event of an alleged violation of this article, the Employer may commence expedited arbitration proceedings to seek a cease and desist order or other relief by contacting the Federal Mediation and Conciliation Service and requesting the immediate appointment of an arbitrator to hear the matter. A hearing of the matter shall be held within twenty-four (24) hours after the arbitrator's appointment. The sole issue at the hearing will be whether a breach of this article has occurred.

ARTICLE 22: MODIFICATION AND PAST PRACTICE

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

Subject to the other provisions of the Agreement, all conditions relating to wages, hours of work, and other terms, conditions and benefits of employment shall be maintained as in effect at the signing of this Agreement. For the purposes of this Agreement, past practice will be considered those past practices applicable to members of the bargaining unit, as specifically contained in the Employer's written policies and procedures that are in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement.

ARTICLE 23: SEVERABILITY

This Agreement shall be subject to all present and future applicable federal, state and local laws and rules and regulations of governmental authority. Should any provision of this Agreement, or the application of such provision to any person or circumstance, be invalidated, ruled contrary to law, or enjoined by a Federal or State court, or duly authorized agency, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby. In the event of such invalidation or injunction, the parties shall promptly meet to negotiate a substitute provision. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

ARTICLE 24: SUCCESSORSHIP AND SUBCONTRACTING

SECTION 24.1: SUCCESSORSHIP

The Employer agrees to notify SEIU 775 in the event any transaction is contemplated which may affect the interests of SEIU 775 members. The Employer agrees to notify any potential purchaser of its collective bargaining agreements with SEIU and will make acceptance of such Agreements a condition of any sale, purchase, or any other form of transfer of its business, in whole or in part, to any other person or entity.

SECTION 24.2: SUBCONTRACTING

In subcontracting any work covered by this Agreement, the Employer shall subcontract work to persons, firms, or companies meeting not less than the terms and conditions of this Agreement relating to wages, hours, and working conditions. This article does not apply to any agency or registry personnel. In the event the Employer subcontracts work to persons, firms or companies, the subcontractor shall hire any and all displaced employees. All subcontracted employees shall continue to remain in and become part of the existing bargaining unit. Additionally, the subcontractor shall agree to be bound by all the terms and conditions of this agreement and the serviced facilities policies and procedures.

ARTICLE 25: DAMAGE TO PERSONAL PROPERTY

Employees are expected to exercise reasonable care to prevent property loss or damage. For example, it is not considered "reasonable" for an employee to leave property in an empty, unlocked car; or for an employee to wear expensive clothing or jewelry to work with clients whose behavior may be unpredictable.

In the event that an employee's personal property is damaged while performing work duties, the employee shall inform the supervisor immediately. The employee shall submit an incident report in writing to their supervisor and Human Resources as soon as possible, but no later than forty-eight (48) hours, providing the following information: location, date, and time the incident occurred which resulted in damage to personal property, how the damage occurred and approximate value of the loss, if known.

The Employer shall investigate the claim and issue a written response within fifteen (15) business days. A claim shall not be unreasonably denied.

ARTICLE 26: CONFLICT OF POLICY

Employees are required to comply with all of the Employer's written policies and procedures that are in effect upon the date of ratification of this Agreement, and which have not been altered or amended by this Agreement. In the event a written policy or procedure conflicts with this Agreement, the provisions of this Agreement will supersede the conflicting provision(s).

ARTICLE 27: LAYOFF AND RECALL

In the event that a reduction in work force (layoff) becomes necessary due to seasonal fluctuations, changes in economic conditions, or any other reason deemed sufficient by the Employer, employees will be selected for layoff. The order of employees selected for layoff shall generally be based on community, facility, position and seniority.

GUIDELINES

A. Employees shall generally be selected for layoff based upon the following considerations:

1. Community
2. Facility
3. Position
4. Seniority
 - a. Employees who have not completed their probation,
 - b. Temporary and part-time employees, and
 - c. Regular, full-time employees with the least seniority.
5. Employee's performance. This will be based on verbal reprimands, counseling reports, and performance evaluations.

B. Employment will normally be terminated as of the layoff date. Employees on layoff will not receive any pay or earn any vacation days during the layoff period. (Health Insurance may continue in accordance with applicable COBRA policies.)

C. Employees who have been laid off may request to use vacation or other leave time that they have accrued during their employment.

The request must be approved by the employee's supervisor *prior* to the employee using any leave time. Unpaid vacation time will be paid out at the time of the RIF in accordance with Employer policy.

D. Employees will be carried on the recall list for ninety (90) days following layoff. If an employee is recalled during this ninety (90) day period, the employee will be reinstated at his/her previous rate of pay and previously-accumulated leave days (holiday, sick and personal) will be reinstated and accumulate forward from the recall date.

E. Employees on the recall list will generally be recalled in the reverse order of layoff. Notice of recall will be sent by mail to the most current home address furnished by the employee to the Human Resources Department. A copy of the recall notice will be placed in the employee's personnel file.

It is the site supervisor's (or in the case of Corporate Office, the supervisor's) responsibility to inform employees who are laid off in accordance with this policy.

The Employer shall notify the Union as soon as possible, but no less than thirty (30) days before an expected layoff is to occur. The notification will generally provide information such as the reason for the layoff, the community or communities where the layoff is scheduled to occur and the likely number of impacted employees.

ARTICLE 28: TERM OF THE AGREEMENT AND REOPENER

This Agreement shall be effective upon ratification and shall remain in full force and effect unless amended by mutual written agreement of the parties through July 31, 2021, and year to year thereafter provided, however, that either party may serve written notice on the other at least ninety (90) days prior to the expiration date, or subsequent expiration anniversary date, of its desire to amend any provision hereof.

In the event that during the term of this Agreement, the State of Montana substantially changes the anticipated funding for contracted services provided by the Employer and/or there is any other change that lowers or increases the level of reimbursement established at the time of the signing of this Agreement, the Parties agree to reopen this Agreement immediately for negotiations on all economically impacted sections.

For SEIU 775

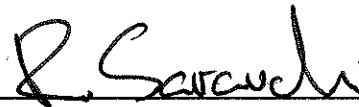


Sterling Harders, Vice President

4/23/18

Date

For AWARE, Inc.



Richard Saravalli, Chief Executive Officer

4-23-18

Date