

# Collective Bargaining Agreement

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between

**SEIU 775**

and

**COMMUNITAS**

**Effective February 6, 2023 to February 5, 2026**

## Contents

COLLECTIVE BARGAINING AGREEMENT .....	1
ARTICLE 1: SCOPE OF AGREEMENT .....	1
SECTION 1.1 UNION RECOGNITION .....	1
SECTION 1.2 COVERAGE .....	1
ARTICLE 2: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES.....	1
SECTION 2.1 MEMBERSHIP .....	2
SECTION 2.2 DISCHARGE FOR FAILURE TO MEET OBLIGATIONS .....	2
SECTION 2.3 INDEMNIFICATION .....	2
SECTION 2.4 PAYROLL DEDUCTIONS.....	3
2.4.1 DUES DEDUCTIONS.....	3
2.4.2 COPE DEDUCTIONS.....	3
SECTION 2.5 BARGAINING UNIT INFORMATION.....	3
SECTION 2.6 DATA SECURITY .....	6
ARTICLE 3: MANAGEMENT RIGHTS.....	6
SECTION 3.1.....	6
SECTION 3.2.....	7
SECTION 3.3.....	7
SECTION 3.4.....	7
ARTICLE 4: HIRING.....	8
SECTION 4.1 BARGAINING UNIT VACANCIES .....	8
SECTION 4.2 LIST .....	8
SECTION 4.3 POSTING OF OPEN POSITIONS .....	8
SECTION 4.4 NEW POSITIONS .....	9
ARTICLE 5: DEFINITIONS OF EMPLOYEES .....	9
SECTION 5.1 REGULAR FULL-TIME EMPLOYEE.....	9
SECTION 5.2 REGULAR PART-TIME EMPLOYEE .....	9
SECTION 5.3 ON-CALL EMPLOYEE .....	9
SECTION 5.4 TEMPORARY EMPLOYEE.....	9
SECTION 5.5 PROBATIONARY EMPLOYEE.....	9
SECTION 5.6 BENEFIT-ELIGIBLE EMPLOYEE.....	10
SECTION 5.7 TEAM LEADERS.....	10
ARTICLE 6: NONDISCRIMINATION .....	10
SECTION 6.1 UNION ACTIVITY .....	10
SECTION 6.2 CONFORMANCE WITH APPLICABLE LAWS .....	10
SECTION 6.3 ANTI HARASSMENT POLICY .....	11
SECTION 6.4 PRIVACY RIGHTS .....	11
ARTICLE 7: MAINTENANCE OF STANDARDS.....	11
ARTICLE 8: SUBCONTRACTING .....	11
ARTICLE 9: UNION BUSINESS .....	11

SECTION 9.1 ADVOCATES .....	11
SECTION 9.2 ADVOCATE PARTICIPATION.....	12
SECTION 9.3 ACCESS TO EMPLOYER PROPERTY.....	12
SECTION 9.4 ADVOCATE TRAINING.....	12
SECTION 9.5 BULLETIN BOARDS AND COMMUNICATION LOGS.....	13
SECTION 9.6 NEW EMPLOYEE ORIENTATION .....	13
ARTICLE 10: WORK SCHEDULE .....	14
SECTION 10.1 WORKWEEK/WORKDAY .....	14
SECTION 10.2 OVERTIME .....	14
SECTION 10.3 OVERTIME APPROVAL.....	14
SECTION 10.4 MEAL PERIODS.....	15
SECTION 10.5 REST PERIODS.....	15
SECTION 10.6 REPORT PAY.....	16
SECTION 10.7 OPEN SHIFTS AND MANDATORY STAYBACKS .....	16
SECTION 10.8 FLEXTIME .....	17
SECTION 10.9 DAYS OFF .....	17
SECTION 10.10 SCHEDULE CHANGE.....	17
SECTION 10.11 SUPPORTED VACATIONS .....	17
SECTION 10.12 SUPPORTED VACATIONS AND SLEEP-OVER RATES .....	18
SECTION 10.13 REPLACEMENT EMPLOYEES .....	18
SECTION 10.14 ON CALL ASSIGNMENT .....	18
ARTICLE 11: PERSONNEL REVIEW/PAY PERIODS.....	19
SECTION 11.1 PERSONNEL FILES .....	19
SECTION 11.2 EVALUATIONS.....	19
SECTION 11.3 PAY PERIOD .....	19
SECTION 11.4 PAYROLL ERRORS.....	20
ARTICLE 12: PAID TIME OFF (PTO).....	20
SECTION 12.1 ACCRUAL RATE.....	20
SECTION 12. 2 ACCRUAL .....	21
SECTION 12.3 USE OF PTO.....	21
SECTION 12.4 LEAVE WITHOUT PAY .....	23
SECTION 12.5 PTO CASH OUT .....	23
ARTICLE 13: LEAVES OF ABSENCE.....	23
SECTION 13.1 MATERNITY/PATERNITY LEAVE .....	23
SECTION 13.2 FAMILY LEAVE.....	24
SECTION 13.3 JURY DUTY .....	24
SECTION 13.4 BEREVEMENT LEAVE .....	25
SECTION 13.5 MILITARY LEAVE .....	25
SECTION 13.6 GENERAL LEAVE .....	25
SECTION 13.7 ALL OTHER LEAVES .....	26

ARTICLE 14 SENIORITY.....26

- SECTION 14.1 PROBATIONARY PERIOD.....26
- SECTION 14.2 APPLICATION OF SENIORITY .....26
- SECTION 14.3 ACCRUAL OF SENIORITY .....27
- SECTION 14.4 LOSS OF SENIORITY .....27
- SECTION 14.5 TRANSFERS.....28
- SECTION 14.6 LAYOFF STATUS .....28
- Section 14.7 Seniority Roster .....28

ARTICLE 15: LAYOFF AND RECALL.....28

- SECTION 15.1 LAYOFF.....28
- SECTION 15.2 RECALL.....29
- SECTION 15.3 RECALL LIST .....29

ARTICLE 16: PROMOTIONS AND TRANSFERS .....29

- SECTION 16.1 JOB OPENINGS.....29
- SECTION 16.2 PROMOTION.....30
- SECTION 16.3 PROMOTION INCREASE.....30
- SECTION 16.4 CHANGES IN SHIFT .....31

ARTICLE 17: HEALTH AND SAFETY .....31

- Section 17.1 STANDARDS.....31
- SECTION 17.2 REPORTING UNSAFE CONDITIONS .....31
- SECTION 17.3 REPORTING ACCIDENT OR INJURY .....31
- SECTION 17.4 MANDATORY TRAINING.....31
- SECTION 17.5 SAFETY EQUIPMENT AND PERSONAL PROTECTIVE EQUIPMENT SUPPLIES .....31
- SECTION 17.6 CLEANING EQUIPMENT AND SUPPLIES.....32

ARTICLE 18: EMPLOYEE BENEFITS .....32

- SECTION 18.1 MINIMUM ESSENTIAL COVERAGE MEDICAL PLAN .....32
- SECTION 18.2 EFFECTIVE DATES OF COVERAGE .....33
- SECTION 18.3 SCOPE OF EMPLOYER RESPONSIBILITY .....33
- SECTION 18.4 CHANGE IN CARRIER.....34
- SECTION 18.5 REPEAL OR MODIFICATION OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA).....34

ARTICLE 19: EMPLOYEE REIMBURSEMENT.....34

- SECTION 19.1 MILEAGE .....34
- SECTION 19.2 MEAL EXPENSES .....35
- SECTION 19.3 EMPLOYEE PROPERTY DAMAGE .....35
- SECTION 19.4 SUBMISSION OF REIMBURSEMENTS.....35

ARTICLE 20: GRIEVANCE PROCEDURE AND ARBITRATION.....36

- SECTION 20.1 GRIEVANCE DEFINED.....36
- SECTION 20.2 TIME LIMITS.....36
- SECTION 20.3 PROCEDURE.....36

STEP 1. CASE MANAGER/DIRECTOR OF CASE MANAGEMENT .....	37
STEP 2. ADMINISTRATION .....	37
STEP 3. MEDIATION.....	38
STEP 4. ARBITRATION .....	38
SECTION 20.4 COSTS .....	39
SECTION 20.5 MEDIATION AND ARBITRATION LOCATIONS .....	39
ARTICLE 21: NO STRIKE AND NO LOCKOUT .....	39
SECTION 21.1 NO- STRIKE NO-LOCKOUT .....	39
SECTION 21.2 SANCTIONS.....	39
ARTICLE 22: CHANGES IN POLICY AFFECTING BARGAINING UNIT .....	40
SECTION 22.1 POLICY MANUAL.....	40
ARTICLE 23: LABOR-MANAGEMENT COMMITTEE .....	40
SECTION 23.1 MEETING .....	40
SECTION 23.2 AGENDA.....	41
SECTION 23.3 MINUTES.....	41
SECTION 23.4 NON-BINDING .....	41
SECTION 23.5 PAY .....	41
ARTICLE 24: SEPARABILITY .....	41
ARTICLE 25: WAGES.....	42
SECTION 25.1 WAGE RATES .....	42
SECTION 25.2 NEW CLASSIFICATION.....	42
SECTION 25.3 EXTRA SHIFT BONUS.....	43
SECTION 25.4 GROUP HOME DIFFERENTIAL.....	43
SECTION 25.5 STACKING .....	43
SECTION 25.6 HOLIDAY DIFFERENTIAL PAY .....	43
SECTION 25.7 ANNIVERSARY INCREASES.....	44
SECTION 25.8 OPEN NEGOTIATIONS FOR CHANGES IN FUNDING .....	44
ARTICLE 26: SUBSTANCE ABUSE POLICY .....	44
ARTICLE 27: WARNING AND DISCIPLINARY ACTION .....	44
SECTION 27.1 DISCIPLINE OR DISCHARGE FOR JUST CAUSE.....	44
SECTION 27.2 PROGRESSIVE DISCIPLINE .....	45
SECTION 27.3 RESPECTFUL COMMUNICATION .....	46
SECTION 27.4 ADMINISTRATIVE LEAVE FOR INVESTIGATIONS.....	46
SECTION 27.5 REPRESENTATION DURING INVESTIGATORY MEETINGS .....	47
SECTION 27.6 INVESTIGATION TIMELINE.....	48
SECTION 27.7 DISCIPLINARY RECORD .....	48
ARTICLE 28: SOLE AGREEMENT.....	48
SECTION 28.1 AGREEMENT .....	48
SECTION 28.2 AMENDMENTS .....	49
ARTICLE 29: TRAINING.....	49

SECTION 29.1 TRAINING NEEDS .....	49
SECTION 29.2 TRAINING REIMBURSEMENT.....	49
ARTICLE 30: TERMINATION AND RENEWAL.....	50
APPENDIX A: WAGE SCALE.....	51
APPENDIX B: DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE .....	54
APPENDIX C: REASONABLE SUSPICION BEHAVIOR REPORT FORM .....	58
APPENDIX: D: LAST CHANCE AGREEMENT/MEDICAL LEAVE OF ABSENCE CONDITIONS.....	59
APPENDIX E: Team Leader Responsibilities.....	61
APPENDIX F: Anti-Harassment .....	63

## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made and entered into at Bremerton, Washington this Eighth day of February, 2023, by and between COMMUNITAS, hereinafter referred to as the EMPLOYER or Company, and SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 775, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties.

### **ARTICLE 1: SCOPE OF AGREEMENT**

#### **SECTION 1.1 UNION RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the unit covered in National Labor Relations Board Case No. 19-RC-286009: All full-time, and regular part-time residential service employees who provide direct residential care services, including "Direct Service Professionals" ("DSPs") and Team Leaders, employed by the Employer and working at or out of its facilities in Kitsap County, Washington; excluding all other employees, case managers, managers, confidential employees, Registered Nurses ("RN"), office clerical employees, translators, professional employees, technical employees, receptionists, schedulers, guards, and supervisors as defined in the National Labor Relations Act.

#### **SECTION 1.2 COVERAGE**

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

### **ARTICLE 2: UNION MEMBERSHIP AND VOLUNTARY ASSIGNMENT OF WAGES**

## **SECTION 2.1 MEMBERSHIP**

All employees covered by the terms of this Agreement who are members of the Union upon ratification of this Agreement shall as a condition of employment maintain their membership in good standing in the Union. "In good standing," for the purposes of this Agreement is defined as the tendering of periodic Union dues. All bargaining unit employees hired or employed after the date of ratification of this Agreement shall, as a condition of employment, not later than the 31st day following the commencement of his/her employment or ratification of this Agreement, become and remain a member of the Union in good standing. Any employee who fails to satisfy this obligation shall be discharged by the Employer pursuant to the provisions of Section 2.2.

## **SECTION 2.2 DISCHARGE FOR FAILURE TO MEET OBLIGATIONS**

Employees who fail to comply with the requirements in this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union unless the employee fulfills the membership obligation set forth in the Agreement within such thirty (30) day period. Nothing in this Article shall render the Employer liable for payment of any dues or fees to the Union, and the Union's sole recourse for a violation of this Article by an employee is to request discharge of such employee as outlined in this Agreement.

## **SECTION 2.3 INDEMNIFICATION**

The Union shall indemnify, defend and hold the Employer harmless from all suits, actions, proceedings and claims against the Employer or persons acting on behalf of the Employer, for any relief sought where the claim arises from the application of this Article. In the event that any part of Article 2 shall be declared invalid or that all or any portion of the monthly dues must be refunded to any non-member, the Union and its members shall be solely responsible for such reimbursement.



## **SECTION 2.4 PAYROLL DEDUCTIONS**

### **2.4.1 DUES DEDUCTIONS**

The Employer agrees to deduct from each bargaining unit employees pay all authorized dues as determined by the Union. The Employer shall make such deductions from the employee's paycheck following receipt of proper authorization, and periodically thereafter as specified on the authorization, unless revoked by the union, in writing, and shall remit the same to the local Union once per month within ten (10) calendar days after the end of each month for which dues were deducted. Upon issuance and transmission of the check to the Union, the Employer's responsibility shall cease with respect to such deduction.

### **2.4.2 COPE DEDUCTIONS**

Upon receipt of signed authorization of the employee, the Employer agrees to deduct from the pay of each employee a voluntary amount designated for the Committee on Political Education (COPE) contributions. Monies so deducted shall be transmitted by a check separate from the check remitted for payment of dues within ten (10) calendar days from the end of the month in which the deductions were taken.

## **SECTION 2.5 BARGAINING UNIT INFORMATION**

The Employer shall provide the Union with a list of all employees covered by this Agreement within ten (10) calendar days after the end of the month.

The list shall include:

- Employee number
- First Name
- Middle Name
- Last Name

- Social Security Number
- Home phone (all phone numbers shall conform to the (xxx) xxx-xxxx format)
- Wireless telephone number (all phone numbers shall conform to the 'xxx) xxx-xxxx format)
- Address Type (Mailing, Physical)
- Address 1
- Address 2
- City
- State
- Zip
- Address start date
- Email address
- Date of birth
- Preferred Language
- FTE Status
- Hire Date
- "Last" or "Most Recent" Rehire Date (if applicable)
- "Last" or "Most Recent" Termination Date (if applicable)
- Wage rate
- Differential rate (if applicable)
- Overtime hours

- Paid time off hours paid
- Paid time off hours forfeited
- Paid time off hours balance
- Pay Period Start Date
- Pay Period End Date
- Service year
- Service month
- Hours worked per pay period
- Dues deduction amount
- Voluntary deduction amount
- Gross pay
- Net pay
- Work location
- Job classification

The Employer shall provide this list in a common electronic format agreed upon by the Employer and the Union. The sum of the individual union dues amounts in the Roster shall exactly match the amount of the dues payment(s) remitted to the Union. The sum of the voluntary deductions in the Roster shall exactly match the amount of the voluntary deduction payment(s) remitted to the Union

## **SECTION 2.6 DATA SECURITY**

In accordance with state and federal law, the Employer shall utilize industry standards and procedures for the protection of sensitive and personally identifiable information of each of its employees. The Employer agrees that it will not release any of the following information about employees unless required to do so due to on-going litigation, pre-litigation, vendor requests made as part of benefits enrollment, government/agency requests, to comply with a subpoena, court order or other judicial/arbitral demand, or other similar situation: 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.

## **ARTICLE 3: MANAGEMENT RIGHTS**

### **SECTION 3.1**

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

- A. Determine the services to be provided, methods and schedules of work and services the type of equipment and the sequence of work and services;
- B. Determine the number of employees to be employed;
- C. Use independent contractors and consultants to perform work or services, as long as such use does not directly result in the layoff or termination of current bargaining unit employees. Any use of independent contractors filling an open bargaining unit position will be limited to ninety (90) consecutive days.

- D. Subcontract, contract out, close down, or relocate the Employer's operations or any part thereof as long as said subcontracting or contracting does not directly result in the layoff or termination of a current bargaining unit employee;
- E. Maintain discipline among employees, including the right to make rules and regulations to promote efficiency, safe practices, and proper conduct on the part of employees, and to maintain client confidentiality;
- F. Direct generally the work of employees, subject to the terms and conditions of this contract, including the right to hire, discharge, suspend or otherwise discipline employees for cause, to promote, demote, or transfer employees, to assign them to shifts and location based on the needs of the program and determine the amount of work needed, and to lay off employees;
- G. Expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
- H. Determine the number and location of Employer's facilities.

### **SECTION 3.2**

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

### **SECTION 3.3**

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

### **SECTION 3.4**

The Employer agrees that the exercise of the above rights shall be consistent with the terms this Agreement. Both Parties recognize that it is to their mutual advantage and for

the protection of clients to have efficient and uninterrupted services. The Union and the Employer will mutually work together in good faith to cooperate with outside agencies, when appropriate, to ensure that the provision of services to clients will meet the highest standards attainable. This Agreement is for the purpose of establishing such harmonious and constructive relationships between the Parties that such results will be possible. Both Parties agree that they will exercise their rights under this Agreement in a reasonable and responsible manner. Nothing in this article shall be construed as a waiver of the Employer's responsibility to engage in collective bargaining on the matters that are mandatory subjects of bargaining, absent such contract coverage elsewhere in this Agreement.

## **ARTICLE 4: HIRING**

### **SECTION 4.1 BARGAINING UNIT VACANCIES**

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

### **SECTION 4.2 LIST**

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

### **SECTION 4.3 POSTING OF OPEN POSITIONS**

Notice of all open bargaining unit positions will be e-mailed to all employees and included in the public file seven (7) days in advance. The notice shall include job title, location, job duties and a description of skills and qualifications specific to that location and those

individuals.

#### **SECTION 4.4 NEW POSITIONS**

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

### **ARTICLE 5: DEFINITIONS OF EMPLOYEES**

#### **SECTION 5.1 REGULAR FULL-TIME EMPLOYEE**

An employee who is regularly scheduled to work thirty (30) or more hours per week.

#### **SECTION 5.2 REGULAR PART-TIME EMPLOYEE**

An employee who is scheduled to work less than thirty (30) hours per week.

#### **SECTION 5.3 ON-CALL EMPLOYEE**

Those employees who are not regularly scheduled and who work on an "as needed" basis. On-call employees shall not be entitled to any benefits under this Agreement.

#### **SECTION 5.4 TEMPORARY EMPLOYEE**

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

#### **SECTION 5.5 PROBATIONARY EMPLOYEE**

Probationary employees are those who have been employed less than six (6) months of

active employment. During this period the Employer shall provide specific orientation to job performance expectations, to Communitas and to Communitas's services and programs, and to the people/residents served by Communitas. Human Resources, Team Leaders and/ or Case Managers shall monitor performance during this time and will provide appropriate feedback to the employee, to attempt to help the employee successfully complete the probationary period, including the required certification and testing.

#### **SECTION 5.6 BENEFIT-ELIGIBLE EMPLOYEE**

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

#### **SECTION 5.7 TEAM LEADERS**

The Employer may, at its sole and absolute discretion, determine if it wants to employ any Team Leaders; and likewise, may determine the number of Team Leaders to be employed, if any, at all times. A Team Leader has additional duties as specified in Team Leader Responsibilities, attached to this Agreement as Appendix E. Team Leaders may provide the Employer with input based on their observations but shall not have decision making authority on annual evaluations, performance reviews or on progressive discipline. Team Leaders will not be considered more honest in instances of reporting or discipline simply because they are Team Leaders.

### **ARTICLE 6: NONDISCRIMINATION**

#### **SECTION 6.1 UNION ACTIVITY**

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

#### **SECTION 6.2 CONFORMANCE WITH APPLICABLE LAWS**

Neither the Union nor the Employer shall discriminate in conformance with applicable



federal, state and local discrimination laws.

### **SECTION 6.3 ANTI HARASSMENT POLICY**

The Anti Harassment Policy applicable to bargaining unit employees shall be as set forth in Appendix F.

### **SECTION 6.4 PRIVACY RIGHTS**

The Employer shall comply with all applicable federal, state, and local regulations with respect to the privacy rights of its employees.

## **ARTICLE 7: MAINTENANCE OF STANDARDS**

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

## **ARTICLE 8: SUBCONTRACTING**

Work which is performed by employees within the job classifications covered by this Collective Bargaining Agreement shall not be subcontracted by the Employer, if such contracting out would cause bargaining unit employees to be laid off. The Employer shall notify the Union thirty (30) days in advance if practicable and upon request bargain with the Union prior to contracting out bargaining unit work.

## **ARTICLE 9: UNION BUSINESS**

### **SECTION 9.1 ADVOCATES**

The Union shall have the right to select a reasonable number of Advocates from among

employees in the bargaining unit. The Union shall endeavor to have representation from each location and various shifts. The Union shall notify the Employer of the names of all Advocates. The Advocates will be recognized by the Employer upon written notification by the Union. If the Union Advocate's presence at a meeting is required by the Employer, an Advocate shall be permitted time off with pay to attend a meeting with management concerning grievances or labor relations matters. Upon completion of the meeting, an Advocate will report back to work. Unless otherwise agreed to by the Employer, other Union business shall be conducted only during non-working time and shall not interfere with the work of other employees.

### **SECTION 9.2 ADVOCATE PARTICIPATION**

If a Union Advocate is asked to attend an investigatory interview, the Employer will pay the Union Advocate for time spent at the meeting. The Advocate shall notify and receive permission from HR before interrupting his/her/their assigned work, and such permission shall be granted unless a work operation requires the temporary postponement of the investigation and/or meetings.

### **SECTION 9.3 ACCESS TO EMPLOYER PROPERTY**

A duly authorized representative of the Union may visit the Employer's office for bona fide Union business concerning employees covered by this Agreement. However, such visitations shall be by prior written or verbal request to the Employer and will not interfere with employees' work or the quality of service. Such request shall not be unreasonably denied.

### **SECTION 9.4 ADVOCATE TRAINING**

Subject to appropriate advance notice and scheduling requirements, up to two (2) employees from the bargaining unit that are serving as Union Executive Board Members shall be granted unpaid time, except that an employee may choose to utilize any earned paid time off. The Union will provide the Employer written notice of any

bargaining unit employees serving as a Union Executive Board Member. The Union shall be allotted up to three (3) shifts of unpaid release time in each location annually for Advocate Training. Sufficient advance notice shall be provided to the Employer to ensure adequate staffing levels on the date of the training.

#### **SECTION 9.5 BULLETIN BOARDS AND COMMUNICATION LOGS**

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

#### **SECTION 9.6 NEW EMPLOYEE ORIENTATION**

Each new hire will have thirty (30) minutes of union orientation on paid time within one (1) month of hire either as part of Employer's scheduled new employee orientation or as Union orientation scheduled by the Union Representative. Such Union Orientations will be mandatory for all Bargaining Unit Employees within their first month of hire.

Union orientation dates and times must be mutually agreed on by the Employer and the Union. Whenever possible the Employer and the Union will establish a standing location, date, and time each month to conduct union orientation in- person with employees.

Union orientation may be scheduled as part of the Employer's new employee orientation program when the date/time is confirmed by the Union Representative.

Employer will provide the names of newly hired employees with their start date, classification, shift, email, and phone number.

If the Employer does not have scheduled new employee orientations they will send notice to the designated Union Representative the names of newly hired employees with start date, title, shift, email, and phone number no less than once per month.

If the Union Representative is unable to attend the Employer's scheduled new employee

orientation, the Union Representative may schedule up to two (2) meetings per month to meet with employees for thirty (30) minutes of paid time to cover union orientation at the office.

If Union access is restricted during the scheduled orientation, the Employer will use its best efforts to facilitate the Union Representative and new employees meeting virtually. The Union will establish virtual meeting capability, such as a conference line or Zoom Video conference.

The Employer will include Union-provided literature and membership cards along with all new hire forms and information in the new employee packet on the first day of hire. The Employer will collect forms and send the forms to the Union by mail or deliver forms to the designated Union Representative in person, no less than once per month.

## **ARTICLE 10: WORK SCHEDULE**

### **SECTION 10.1 WORKWEEK/WORKDAY**

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

### **SECTION 10.2 OVERTIME**

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

### **SECTION 10.3 OVERTIME APPROVAL**

Overtime shall be approved by the Chief Operations Officer or designated Human Resource representative in advance. Overtime in excess of twenty

(20) hours within a single pay period requires prior approval by the Chief Operations Officer or designated Human Resource representative which is confirmed in writing. All overtime worked by a Team Leader requires prior approval by the Chief Operations Officer which is confirmed in writing. (Emails are sufficient).

#### **SECTION 10.4 MEAL PERIODS**

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

#### **SECTION 10.5 REST PERIODS**

Employees shall receive one ten-minute break for each four (4) hour work period. Employees working twelve (12) hour shifts shall receive three (3) ten (10) minute breaks. Reasonable attempts will be made to schedule breaks on an uninterrupted basis and as near to the mid-point of the four (4) hours as possible. Due to the nature of The Communitas Group's business, employees are usually required to remain on premises throughout their scheduled shifts. The Parties agree that neither the terms of

the collective bargaining agreement nor state regulations would not be violated if the Employer were to require an employee to remain on the premises during a paid rest period. Employees will be encouraged to take the breaks to which they are legally entitled.

#### **SECTION 10.6 REPORT PAY**

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

#### **SECTION 10.7 OPEN SHIFTS AND MANDATORY STAYBACKS**

Shifts that are known to the Employer more than seven (7) days in advance of that shift will be posted for Employees to sign up for those shifts with priority given to Employees working at the locations' permanent and established schedule. Employees shall have three (3) days to sign up for the shifts. If multiple employees sign up for a particular shift or shifts during this three day posting period, the shifts will be awarded on a seniority basis, also taking into consideration the employees' overtime, provided the employee is qualified to perform the required work. Once an Employee has received a shift in this manner, then the Employee shall go to the bottom of the list for receiving such assignment to allow for fair distribution of available shifts to interested bargaining unit employees.

When no volunteers are available overtime shall be assigned in order of reverse seniority first within the same classification and work location on a rotating basis taking into consideration the employees work schedule, providing the employee is qualified to perform the required work.

Employees are expected to work overtime or as a stay back as requested to meet the needs of the business, however, no employee will be required to work more than one

stay back per week unless by request of the employee (volunteer), or unless an employee cannot work due to reasonable extenuating circumstances, e.g., fatigue, family care, medical, religious or other previously scheduled appointments or plans which may not be conveniently rescheduled. In the event an employee is unable to stay back due to the circumstances listed above, they will be relieved as soon as replacement coverage is found. Mandatory stay back shifts will not be considered a normal staffing practice.

Employees working a mandatory stay back or any portion thereof in excess of one hour will be paid an additional three dollars (\$3.00) per hour, added to the hourly rate, for each such stay back hour actually worked.

#### **SECTION 10.8 FLEXTIME**

Flexitime work schedules may be arranged within programs by mutual agreement between management and the employee affected, with notice to the Union. If employees need to be assigned to alternative locations on a temporary basis, the Employer shall ask for qualified volunteers. If no qualified volunteers are available, the assignment will be made in reverse order of seniority from among qualified employees.

#### **SECTION 10.9 DAYS OFF**

The Employer will make reasonable attempts to provide employees with two consecutive days off.

#### **SECTION 10.10 SCHEDULE CHANGE**

The Employer will notify the employee in writing fourteen (14) days in advance where practical of a permanent schedule change, unless a shorter period of time is agreed to by the employee.

#### **SECTION 10.11 SUPPORTED VACATIONS**

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

#### **SECTION 10.12 SUPPORTED VACATIONS AND SLEEP-OVER RATES**

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

#### **SECTION 10.13 REPLACEMENT EMPLOYEES**

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

#### **SECTION 10.14 ON CALL ASSIGNMENT**

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



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

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

## **ARTICLE 11: PERSONNEL REVIEW/PAY PERIODS**

### **SECTION 11.1 PERSONNEL FILES**

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

### **SECTION 11.2 EVALUATIONS**

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

### **SECTION 11.3 PAY PERIOD**

Pay periods shall be biweekly beginning on Monday and ending the second Sunday thereafter. Paydays shall be the second Tuesday following the end of the pay period. Payroll will be transmitted via electronic deposit with a remittance advice available during regular business hours on paydays. If the payday falls on a holiday, checks will be distributed the preceding business day.

**SECTION 11.4 PAYROLL ERRORS**

A paycheck error shall be corrected within forty-eight (48) hours from the time the employee notified the payroll office of the error in writing. If twenty-five dollars (\$25.00) or less, the Employer may ask the employee if the corrected amount may be paid on the next subsequent paycheck. Paycheck error is defined as an omission by the employer or delayed entry by the employer of information provided to the Payroll department within the guidelines established that resulted in a paycheck reflecting an incorrect net pay. Employee timesheet errors discovered after payroll processing will be adjusted in the next payroll period.

**ARTICLE 12: PAID TIME OFF (PTO)**

**SECTION 12.1 ACCRUAL RATE**

Employees will accrue PAID TIME OFF (PTO) as follows:

Completion of	Accrual Rate
0 -36 months	0.0385 per hour worked until an employee has earned 80 hours in a calendar year.
37 - 84 months	0.0577 per hour worked until an employee has earned 120 hours in a calendar year.

85+ months and up	0.0769 per hour worked until an employee has earned 160 hours in a calendar year.
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**SECTION 12. 2 ACCRUAL**

All employment will be of consecutive duration for purposes of accrual of PAID TIME OFF. An employee accrues PAID TIME OFF from the first day of employment, but is not eligible to take accrued PAID TIME OFF until the (90<sup>th</sup>) calendar day after the commencement of his or her employment. Employees shall be eligible to take Paid Time Off in one-hour increments for whole hours or for consecutive days of vacation. Employees may only carry over up to 40 hours of accrued, unused PAID TIME OFF to the following calendar year.

Employees may not work during the period of time for which they have claimed and have been granted PAID TIME OFF. The employee using unplanned PAID TIME OFF will not work an extra shift within the same calendar day of the missed shift. If an employee is terminated by the Employer for cause, he or she shall forfeit all accrued PAID TIME OFF. Upon resignation, employees will be reimbursed for unused PAID TIME OFF at the wage rate he/she is earning at the time of resignation if he/she has completed their probationary period of (6) months of service and a minimum of two weeks written notice has been provided prior to the effective date of the resignation.

**SECTION 12.3 USE OF PTO**

Employees are expected to use PAID TIME OFF for vacation and leaves of absences. However, the procedures to use planned vacations and leave of absences vary as leave of absences is considered for emergency situations not covered by the authorized purposes outlined in RCW 49.46.210(1)(b) and 49.46.210(1)(c). Employees are allowed to use planned PAID TIME OFF days provided the employee has the necessary accrued PAID TIME OFF. Absences protected by law ( for example, FMLA, paid sick leave for the authorized purposes outlined in RCW 49.46.210(1)(b) and 49.46.210(1)(c), and

Washington Family Care Act) will not be considered a PAID TIME OFF occurrence.

The Employer shall provide paid Sick and Safe Leave in compliance with all state and local laws, regulations, and ordinances. Washington State Sick and Safe Leave law will be followed and applied to employees for those eligible absences protected by law. In the event the employee has exhausted their sick leave accrual, PAID TIME OFF can be used with authorization from Chief Operations Officer or Human Resource Manager.

In the event of unexpected Leave of Absence, every employee must call his or her location reporting the need for the absence with as much notice as possible prior to the shift start. The employee will also leave a message on the sick line explaining the absence, prior to the start of the shift.

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

Requests for PAID TIME OFF of 1-3 days must be submitted two (2) weeks in advance of the desired PAID TIME OFF. Requests for PAID TIME OFF in excess of three (3) days must be submitted three (3) weeks in advance.

The following applies when an employee requires PAID TIME OFF for an authorized purpose under the Domestic Violence Leave Act, chapter 49.76 RCW: When an employee is unable to give advance notice to the Employer because of an emergency

or unforeseen circumstances due to domestic violence, sexual assault, or stalking, the employee or his or her designee must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

#### **SECTION 12.4 LEAVE WITHOUT PAY**

Leave without pay requires prior approval from the Chief Operations Officer or Human Resource Manager.

#### **SECTION 12.5 PTO CASH OUT**

Employees who have completed ninety (90) days of service may elect to receive cash in-lieu of PTO at one hundred percent (100%) its value. Employees must have a PTO balance of at least forty (40) hours to participate. Employees must maintain a balance of at least thirty-two (32) hours of PTO. The minimum amount an employee may cash-out is eight (8) hours. Employees may opt to cash out PTO only up to one time annually.

### **ARTICLE 13: LEAVES OF ABSENCE**

#### **SECTION 13.1 MATERNITY/PATERNITY LEAVE**

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

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

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

## **SECTION 13.2 FAMILY LEAVE**

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

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

The employee shall use accumulated PTO (where eligible) or leave without pay (where the employee has no PTO available) to cover some or all of the family or medical leave.

Employees may elect to reserve up to forty (40) hours (pro-rated for part-time) of PTO.

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

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

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

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

## **SECTION 13.3 JURY DUTY**

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

Documentation of service must be provided to Employer.

#### **SECTION 13.4 BEREVEMENT LEAVE**

In case of death in the immediate family an employee shall be granted a leave of two (2) paid working days. Up to two (2) additional days of pay may be taken from Paid Time Off accrual for this purpose. Bereavement leave of one (1) day may be extended to other than immediate family with the approval of the Executive Director. If an employee needs to travel more than five hundred (500) miles from Bremerton, an additional day of bereavement leave shall be granted.

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

#### **SECTION 13.5 MILITARY LEAVE**

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

#### **SECTION 13.6 GENERAL LEAVE**

Leave of absence may be granted in writing by the Employer, on request of the employee, at the Employer's sole and absolute discretion subject to approval by the Executive Director. Such request must be made to the Employer in writing with a copy to the Union. Leave of absence may be granted for up to one (1) year. Exceptions to the duration of leaves of absence may be made by mutual agreement in writing between the Employer and the Union. During approved leaves of absence without pay, employees may pay their own

health insurance premium in order to remain on the group coverage in accordance with COBRA regulations. Employees on leave of absence shall retain but not accumulate seniority. If the leave is less than ninety (90) days, the employee is guaranteed back the same or comparable job in the agency. (A "comparable job" is not necessarily a job in the same location, program or shift.) If the leave exceeds ninety (90) days, the employee shall be offered the first available job for which they qualify.

### **SECTION 13.7 ALL OTHER LEAVES**

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

## **ARTICLE 14 SENIORITY**

### **SECTION 14.1 PROBATIONARY PERIOD**

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

### **SECTION 14.2 APPLICATION OF SENIORITY**

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



### **SECTION 14.3 ACCRUAL OF SENIORITY**

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

- A. Time lost by reason of accident, bona fide illness, or other leave under the Family Medical Leave Act not to exceed twelve (12) calendar months.
- B. Time spent on layoff status not to exceed twelve (12) calendar months.
- C. Time spent on jury duty, Union-related leave not to exceed a week, witness service, military duty or bereavement leave.

### **SECTION 14.4 LOSS OF SENIORITY**

Seniority shall be lost for the following:

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

## **SECTION 14.5 TRANSFERS**

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

## **SECTION 14.6 LAYOFF STATUS**

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

## **Section 14.7 Seniority Roster**

A seniority roster will be made available to all staff at each location.

# **ARTICLE 15: LAYOFF AND RECALL**

## **SECTION 15.1 LAYOFF**

If a reduction in the bargaining unit is necessary, the Employer will meet with the Union as far in advance as possible, but will provide thirty (30) days' notice whenever possible to discuss the reduction and the number of employees affected. If layoffs are required, the following procedures shall be used:

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

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

Employees who are targeted for layoff shall receive two (2) weeks' notice, or pay in lieu

thereof, with reasonable time off for interviews.

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

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

### **SECTION 15.2 RECALL**

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

### **SECTION 15.3 RECALL LIST**

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

## **ARTICLE 16: PROMOTIONS AND TRANSFERS**

### **SECTION 16.1 JOB OPENINGS**

Notice of regular job openings within the bargaining unit shall be as follows:

- A. Openings will be posted through the Employer's email system and included in the public file for all bargaining unit members for seven (7) calendar days. Employees will submit their desire for regular job openings in writing and will submit this request to the Human Resource Manager.
- B. After seven (7) days, job openings may be posted for external candidates. Newly hired employees who are still in their probation period, shall be selected for these

job openings prior to external candidates, if they are qualified for the position.

- C. Upon being selected for a new position, the employee shall be ineligible for other job openings for a period of six (6) months from starting in the position, unless otherwise agreed to by the Employer. Such decision shall not be made arbitrarily or capriciously.

## **SECTION 16.2 PROMOTION**

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

## **SECTION 16.3 PROMOTION INCREASE**

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

(4) hours from the prior position.

#### **SECTION 16.4 CHANGES IN SHIFT**

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

### **ARTICLE 17: HEALTH AND SAFETY**

#### **Section 17.1 STANDARDS**

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

#### **SECTION 17.2 REPORTING UNSAFE CONDITIONS**

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

#### **SECTION 17.3 REPORTING ACCIDENT OR INJURY**

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

#### **SECTION 17.4 MANDATORY TRAINING**

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

#### **SECTION 17.5 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, requiring utilization of such equipment, supplies or protective garments. The Employer shall provide both latex-free and powder-free options for gloves. If such a situation arises where there are insufficient supplies or materials, the employee will report the situation immediately to his/her supervisor.

#### **SECTION 17.6 CLEANING EQUIPMENT AND SUPPLIES**

No employee shall be required to provide at his/her own expense cleaning equipment, supplies, or protective garments 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.

### **ARTICLE 18: EMPLOYEE BENEFITS**

#### **SECTION 18.1 MINIMUM ESSENTIAL COVERAGE MEDICAL PLAN**

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

All eligible employees may voluntarily waive coverage under The Communitas Group, Inc. Minimum Essential Coverage (MEC) Group Health Plan by submitting a signed

waiver form to the Employer. If there is a loss of coverage, employees should notify Employer within 30 days. Loss of other group insurance can constitute a special open enrollment opportunity.

## **SECTION 18.2 EFFECTIVE DATES OF COVERAGE**

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

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

## **SECTION 18.3 SCOPE OF EMPLOYER RESPONSIBILITY**

Employer's responsibility under this Article 18 is limited to the payment of necessary

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

#### **SECTION 18.4 CHANGE IN CARRIER**

The Employer will have the option during the term of this Agreement to change carriers, or to institute a self-insured program, with the same benefit levels in coverage. This option may be instituted at the sole option of the Employer without further bargaining with the Union. The Employer shall notify the Union of any substantial change in insured benefits with no less than thirty (30) days notice of such intention.

#### **SECTION 18.5 REPEAL OR MODIFICATION OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA)**

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

### **ARTICLE 19: EMPLOYEE REIMBURSEMENT**

#### **SECTION 19.1 MILEAGE**



Employees who are required to utilize their personal vehicles to transport clients or for Employer business shall be reimbursed at the same mileage rate that the Employer receives pursuant to its contract with the State of Washington.

### **SECTION 19.2 MEAL EXPENSES**

Employees shall receive reimbursement for reasonable meal expenses, up to ten dollars (\$10.00) per day, incurred while with clients upon production of proper receipts with any exceptions to be pre-authorized in writing. Teams will be responsible to ensure meal reimbursements do not exceed the applicable monthly allowances for their locations.

### **SECTION 19.3 EMPLOYEE PROPERTY DAMAGE**

Employees may recover part or all of the cost of replacing equipment or property which has been damaged by clients through no fault of the employee while in the course of his or her duties if the following four conditions are met:

- A. The property or equipment were necessary to the performance of the duties of the position,
- B. The damage occurred in the course of the employee's duties,
- C. The amount certified for payment is fair and reasonable, and
- D. The employee has not, through negligence or willful misconduct, contributed to such damage or destruction of said property.

Claims for reimbursement shall be reviewed by the Executive Director.

### **SECTION 19.4 SUBMISSION OF REIMBURSEMENTS**

Employees submitting mileage and/or expenses will submit reimbursement request forms by the 5th of each month for the month preceding, for payment on the second paycheck of the month. Reimbursement will be made for expenses and/or mileage

which is less than sixty (60) days from the date that expenses were incurred.

Employees will not be penalized or payment withheld because of processing delays, so long as the initial reimbursement request was submitted within sixty (60) days from the date expenses were incurred. Paystubs will designate a line item for mileage and expense reimbursements.

## **ARTICLE 20: GRIEVANCE PROCEDURE AND ARBITRATION**

### **SECTION 20.1 GRIEVANCE DEFINED**

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

### **SECTION 20.2 TIME LIMITS**

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

### **SECTION 20.3 PROCEDURE**

The Union and Employer agree to make every effort to resolve grievances at the lowest possible level. Employees are encouraged to bring up any concerns with their immediate supervisor prior to filing a formal grievance.

All grievances must be presented in writing at every step. Electronic mail (email) shall be valid notification under this article. Such writing shall specify in detail the acts upon

which the grievance is based, and the particular provisions of this Agreement allegedly violated by said acts.

Failure to properly present a grievance in writing at this stage of the grievance procedure shall constitute a waiver of such grievance and bar all further action thereon. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto and the Union may proceed to the next step.

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

#### **STEP 1. CASE MANAGER/DIRECTOR OF CASE MANAGEMENT**

All complaints and disputes concerning the interpretation and/or application of this Agreement shall be presented in writing by the grievant or Union representative to the grievant's immediate supervisor within fourteen (14) calendar days of the grievant's or Union's knowledge (or when the grievant or Union should have known) that a grievance exists. The written grievance shall specify the provision of this Agreement allegedly violated, the date of such violation, and the remedy sought by the grievant. This step may be waived by mutual written consent of the parties. The immediate supervisor shall be given fourteen (14) calendar days to resolve or respond to the affected employee(s) and the Union representative.

#### **STEP 2. ADMINISTRATION**

If the grievance is not resolved in Step 1 above, Union shall present the written grievance to the Administrator or designee within fourteen (14) calendar days from the Step 1 decision or from the time the supervisor should have responded in Step 1. The Administrator or designee shall arrange with a Union representative a mutually

agreeable date to meet within ten (10) calendar days from the receipt of such grievance at Step 2 for the purpose of attempting to settle the matter. The Administrator or designee shall submit a written reply to the grievant, with copy to the Union representative, within seven (7) calendar days following such meeting.

### **STEP 3. MEDIATION**

At the conclusion of Step 2, if no solution is reached, the Union shall submit the grievance to a mediator from the Federal Mediation and Conciliation Service (FMCS). Such reference, if made, must be made within seven (7) calendar days following receipt of the Employer's answer in Step 2. The federal mediator will have 30 calendar days to attempt to mediate a resolution. If neither party takes action within seven (7) calendar days from the end of the 30-calendar day period, the matter will be considered dropped and no further action will be taken by either party regarding this grievance. Should the mediated resolution be unacceptable to the Union, the Union shall reserve the right to proceed to arbitration. The Parties agree that the Mediator's recommended solution or comments and the parties' own proposals, comments and suggestions during mediation may not be referred to or used as evidence in any subsequent Arbitration process.

### **STEP 4. ARBITRATION**

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue to arbitration within thirty (30) calendar days following the completion of the mediation process.

An arbitrator shall be selected by mutual agreement of the Employer and the Union. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking names from panel until one name remains. The party to strike first shall be determined by a coin toss. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all

parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

#### **SECTION 20.4 COSTS**

Each party shall bear one-half (½) of the fee for the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expense shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party. Each party is wholly responsible for, and will bear the entire expense of, its own attorney(s), expert witnesses, fact witnesses, and other representatives, regardless of the outcome of the arbitration award or who is determined to be the prevailing party.

#### **SECTION 20.5 MEDIATION AND ARBITRATION LOCATIONS**

Mediation conferences and arbitrations shall be held in mutually agreeable locations.

### **ARTICLE 21: NO STRIKE AND NO LOCKOUT**

#### **SECTION 21.1 NO- STRIKE NO-LOCKOUT**

It is the intention of the parties to settle disputes by the grievance/arbitration procedure provided herein. Therefore, during the term of this Agreement, the Employer will not lock out its employees, and neither the employees nor their Union's agents or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any strike, including a sympathy strike, walkout, slowdown or other interference with the operations of the Employer.

#### **SECTION 21.2 SANCTIONS**

In the event any unit employee engages in conduct prohibited by Section 21.1, the Union shall notify the employee that such conduct violates this Agreement and

subjects them to possible discipline. The Union shall immediately disavow and condemn such activity and take all possible steps to bring such activity to an immediate end and to prevent any reoccurrence of any such activity in violation of this Article. The Union will also, within twenty-four (24) hours of notice of such actions by e-mail, facsimile and/or letter to the Employer, advise that such activity by employees is unauthorized and in violation of the Agreement and set forth all steps taken or to be taken by the Union to end such Agreement violation by the employees involved.

## **ARTICLE 22: CHANGES IN POLICY AFFECTING BARGAINING UNIT**

### **SECTION 22.1 POLICY MANUAL**

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

## **ARTICLE 23: LABOR-MANAGEMENT COMMITTEE**

### **SECTION 23.1 MEETING**

A minimum of two management appointees and up to four (4) Union appointees, including one (1) Union representative and up to three (3) employees, will meet as mutually agreed upon but not less frequently than each quarter at the Employer's locale or via video conference. The LMC may discuss the following topics:

- 1) discussion of the administration of the contract
- 2) discussion of problems which may affect bargaining unit members including but not limited to staffing levels, resident care, recruitment, retention, staff recognition, facility policies, and scheduling

- 3) dissemination of items of general interest to the parties
- 4) discussion of training and safety needs for employees.
- 5) act in the capacity of a Benefit Review Team with responsibilities to investigate, review and recommend potential and ongoing Benefit Offerings.

#### **SECTION 23.2 AGENDA**

Prior to the meeting a written agenda will be prepared and agreed to by both parties.

Agenda may be supplemented as agreed to by both parties.

#### **SECTION 23.3 MINUTES**

Minutes shall be taken by a representative. Topics discussed and disposition of each shall be recorded. Minutes shall be signed by both parties. Copies of minutes will be sent to the Union office and the Executive Director and emailed to the employees within two weeks of the meeting. The LMC will address each recommended agenda item in writing within thirty (30) days to the members of the Committee. Should any item(s) be referred to the Executive Director or to another body, such person(s) shall report decisions or actions to the LMC within thirty (30) days.

#### **SECTION 23.4 NON-BINDING**

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

#### **SECTION 23.5 PAY**

Employee Committee members will be paid their regular rate of pay for up to one (1) hour per meeting for their participation during the LMC.

### **ARTICLE 24: SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by

any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In the event of such invalidation or injunction, the parties shall promptly meet to negotiate a substitute provision, unless mutually waived by the parties. Any changes or amendments to this Agreement shall be in writing and duly executed by the parties and their representatives.

## **ARTICLE 25: WAGES**

### **SECTION 25.1 WAGE RATES**

The wage rate for each bargaining unit employee shall be as set forth in Appendix A. No employee shall suffer any loss of pay as a result of the implementation of this Collective Bargaining Agreement. Upon expiration of this collective bargaining agreement, the Employer's obligation to provide pay increases shall terminate.

The wage rates listed in this Labor Agreement will be the guaranteed minimum rates of pay for each classification. The Employer may, at its sole and absolute discretion, provide premium pay notwithstanding this Agreement and may revoke said premium pay at its sole and absolute discretion. The premium pay may be to the individual, group or organization-wide. The Employer will maintain the right to advance an employee through the wage scale faster than is required by the collective bargaining agreement, in its sole and absolute discretion.

Upon ratification, current employees will be placed on the wage scale in Appendix A based on their longevity at Communitas.

### **SECTION 25.2 NEW CLASSIFICATION**

Should a new job classification be established by the Employer, the wage rate for such position shall be established by the Employer so that, in the Employer's opinion, it is in fair relationship to other bargaining unit positions at the Employer. The Employer will provide



the Union as much advance notice as is practical, but no less than thirty (30) days prior to the planned implementation. If the Union contends that the wage rate for such new position has not been set in fair relationship to other bargaining unit positions, the Union may file a grievance under the terms of the grievance procedure set forth in this Collective Bargaining Agreement.

### **SECTION 25.3 EXTRA SHIFT BONUS**

Employees working a mandatory stay back or any portion thereof in excess of one hour will be paid an additional three dollars (\$3.00) per hour, added to the hourly rate, for each such stay back hour actually worked. The Employer will notify the Union in writing of any new or modified incentives for employees to work stay back hours prior to implementation and, upon request, will bargain with the Union to create and/or clarify parameters of new incentive program(s) and/or modifications to incentives.

### **SECTION 25.4 GROUP HOME DIFFERENTIAL**

Any employees working in a Group Home shall earn a differential of one dollar (\$1.00) per hour for each hour actually worked in a Group Home, in addition to the employee's regular rate of pay.

### **SECTION 25.5 STACKING**

Employees shall be eligible for all wage differentials provided in this Article for which they qualify, and such differentials shall stack.

### **SECTION 25.6 HOLIDAY DIFFERENTIAL PAY**

A qualified employee shall be paid two times the employee's regular rate of pay for hours actually worked on the following designated holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Each holiday shall commence at 12:01 A.M. Holidays recognized by this Agreement shall be observed on the day established by Congress for Federal employees, where applicable. An employee may trade Christmas Day for another recognized holiday that is more

important to the employee's personal belief system; i.e., Kwanzaa, Yom Kippur, Hanukkah, etc., by giving the Employer two weeks advance notice in writing. Once holiday has been switched, it must remain for Employee's entire term of employment.

#### **SECTION 25.7 ANNIVERSARY INCREASES**

Employees shall receive the anniversary increase to the next yearly available step on the wage scale in Appendix A on the first day of the pay period following their anniversary date.

#### **SECTION 25.8 OPEN NEGOTIATIONS FOR CHANGES IN FUNDING**

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

### **ARTICLE 26: SUBSTANCE ABUSE POLICY**

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

### **ARTICLE 27: WARNING AND DISCIPLINARY ACTION**

#### **SECTION 27.1 DISCIPLINE OR DISCHARGE FOR JUST CAUSE**

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

## SECTION 27.2 PROGRESSIVE DISCIPLINE

- A. The Employer and Union agree that in correcting inappropriate employee conduct the Employer shall employ progressive discipline which may include verbal counseling and warnings, written warnings, probation, suspensions and discharge. The Employer will evaluate the conduct of the employee and the circumstances of the incident to determine what level of discipline is appropriate. The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. The Employer may, therefore, omit any of the steps and proceed directly to discharge. Conduct falling in this category, depending on its severity, may include, but shall not be limited to failing to maintain client confidentiality; abusing clients; abandonment of position; unauthorized removal of property; intentionally damaging the property of others; fighting; violation of Employer's harassment or discrimination policies; fraud; falsification of documents; insubordination; possession, use or sale of alcohol or illegal drugs while on Employer-related business or property; or being under the influence of drugs or alcohol in said circumstances, The principles of just cause apply to all levels of discipline.
- B. An employee shall be given the opportunity to read, sign and attach a written response to any written warning or disciplinary notice placed in his/her personnel file within seven (7) calendar days of placement in the file. The employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that he/she has seen it and comprehends the gravity of the disciplinary action taken. An employee is required to acknowledge by his/her signature receipt of the written warning. Employees shall have the right to review and comment on performance evaluations placed in their personnel files within seven (7) calendar days of placement in the file. Written warnings and performance evaluations placed in his/her personnel file will include the following disclaimer: "Employee's signature

confirms only that management has discussed and given a copy of this material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material.”

- C. Employees who are terminated shall receive benefit pay out information and exit information in writing at time of termination.
- D. Employees who have a disqualifying background check will automatically be terminated.

### **SECTION 27.3 RESPECTFUL COMMUNICATION**

Communications between supervisors and employees are expected to be respectful, and discipline shall be directed at correcting performance problems. The Employer will not impose discipline in the presence of other employees, residents, or the public common work areas or in the presence of other employees or residents, except in extraordinary situations which pose a serious, immediate threat to the safety, health or well-being of others, provided that corrective actions may be provided in the presence of an administrative, human resources, or supervisory employee who may act as a witness for the Employer. The Employer will impose discipline for minor infractions within ten (10) working days of discovery.

### **SECTION 27.4 ADMINISTRATIVE LEAVE FOR INVESTIGATIONS**

An employee may be placed on administrative leave, removed from client services or be reassigned while an investigation is being conducted if the Employer determines the nature of the allegations require the employee to be placed on leave or removed from client services and/or if an outside agency investigation requires that the employee be removed from client services. In cases of alleged client abuse or neglect, the employee may be reassigned only with his/her consent; otherwise, administrative leave will be used. The Employer shall not be required to reassign such employees. In cases where an outside agency is investigating allegations of abuse, neglect or serious employee misconduct, it shall be the responsibility of the employee to inform the Employer when

such time as he/she has been made aware by the outside agency that the investigation has been initiated and completed, and the outcome of such investigation. An Employee placed on Administrative Leave, and who is subsequently exonerated and/or reinstated, shall receive up to sixty (60) days of back compensation at his/her regular rate for scheduled work hours lost. Any back compensation received by the employee will be determined based on scheduled hours for the days missed. If it is determined that the employee is to be discharged based on the allegations, the Employer will not be required to pay any back compensation.

#### **SECTION 27.5 REPRESENTATION DURING INVESTIGATORY MEETINGS**

The Employer shall inform Employees who are subject to discipline that the employee has the right to request that a union Advocate or representative be present during an investigatory meeting. Such meeting shall be held so as not to interfere with the operation of the Employer and shall involve an available representative if the employee so requests. If a representative is available, the meeting shall not be postponed. The meeting shall not be unduly delayed if no representative is available and, in any event, will occur within two (2) business days from the time the employee requests representation. Representation via telephone shall be facilitated if requested by the Union.

The Employer shall email copies of all corrective actions to the Union's Member Resource Center and designated representative upon request following all disciplinary meetings. Such corrective actions shall be signed by the employee, and shall include the following:

“Your signature on this corrective action indicates only that you have received a copy of the corrective action and does not indicate your agreement or disagreement with the information provided by the Employer. You may have the right to appeal this action through the Grievance Procedure. You may contact SEIU 775 at 1- 866- 371- 3200 for more information.”

## **SECTION 27.6 INVESTIGATION TIMELINE**

Discipline will be imposed promptly after discovery of the offense and Employer investigation. Investigations shall be given priority and shall not be delayed except for circumstances beyond the Employer's control (for example, a key witness is on vacation). In the event an investigation is unable to be completed within fourteen (14) calendar days, the Employer shall notify the Union representative (unless declined) and the affected employee concerning the basis for the delay, the efforts the Employer is making to resolve the delay, and an expected time for the resolution of the investigation.

## **SECTION 27.7 DISCIPLINARY RECORD**

Upon the written request of an employee, a record of disciplinary action may be removed from an employee's personnel file twelve (12) months after it was issued, except that if an employee receives a related discipline during the twelve (12) month period, the original discipline will remain in his or her file until twelve (12) months have elapsed during which the employee received no related discipline. Removal of the disciplinary action will be at the discretion of the Executive Director. This provision shall not apply to disciplines issued for resident abuse, resident neglect, sexual or racial or discriminatory harassment, medication errors, or other behavior that violates state or federal law.

# **ARTICLE 28: SOLE AGREEMENT**

## **SECTION 28.1 AGREEMENT**

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

its term.

## **SECTION 28.2 AMENDMENTS**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this written Agreement. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## **ARTICLE 29: TRAINING**

### **SECTION 29.1 TRAINING NEEDS**

Training needs will be determined by the Employer and can be a topic for discussion and feedback by the Labor Management Committee.

### **SECTION 29.2 TRAINING REIMBURSEMENT**

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

**ARTICLE 30: TERMINATION AND RENEWAL**

This Agreement shall become effective as of February 6, 2023 and shall remain in effect through February 5, 2026 and shall thereafter automatically renew itself annually unless either party shall give at least sixty (60) days' written notice prior to the anniversary date of its desire to terminate, modify, or change this Contract. Upon the giving of such notice, the parties shall proceed in negotiations.

**EXECUTED** at Bremerton, Washington this 6 day of February, 2023.

**For SERVICE EMPLOYEES**

**For COMMUNITAS**

**INTERNATIONAL UNION LOCAL 775**

**By: \_\_\_\_\_**  
**Sterling Harders, President**

**By: \_\_\_\_\_**  
**Alan Petersen, Executive Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**APPENDIX A: WAGE SCALE**  
**EFFECTIVE FEBRUARY 6, 2023**

<b>YEARS</b>	<b>DSP GROUP HOME</b>	<b>DSP SUPPORTED LIVING</b>	<b>TEAM LEADERS</b>
<b>HIRE RATE</b>	<b>21.00</b>	<b>20.00</b>	<b>23.00</b>
<b>6 MONTHS</b>	<b>21.30</b>	<b>20.30</b>	<b>23.30</b>
<b>1 YEAR</b>	<b>21.60</b>	<b>20.60</b>	<b>23.60</b>
<b>2 YEARS</b>	<b>22.03</b>	<b>21.03</b>	<b>24.03</b>
<b>3 YEARS</b>	<b>22.35</b>	<b>21.35</b>	<b>24.35</b>
<b>4 YEARS</b>	<b>22.79</b>	<b>21.79</b>	<b>24.79</b>
<b>5 YEARS</b>	<b>23.24</b>	<b>22.24</b>	<b>25.24</b>
<b>6 YEARS</b>	<b>23.70</b>	<b>22.70</b>	<b>25.70</b>
<b>7 YEARS</b>	<b>24.17</b>	<b>23.17</b>	<b>26.17</b>
<b>8 YEARS</b>	<b>24.65</b>	<b>23.65</b>	<b>26.65</b>
<b>9 YEARS</b>	<b>25.14</b>	<b>24.14</b>	<b>27.14</b>
<b>10+ YEARS</b>	<b>25.64</b>	<b>24.64</b>	<b>27.64</b>

Note: Effective for employees on the payroll on the date of ratification, a one-time bonus payment of five hundred dollars (\$500.00) will be paid, subject to appropriate payroll deductions, to employees who have been continuously employed by Communitas since February 6, 2012. This bonus is not considered part of the regular rate of pay and therefore, will not factor into overtime calculations.

Note: Raises are granted only on an employee's anniversary date, and to eligible employees upon adoption of this new Wage Scale effective on the date of ratification of this Collective Bargaining Agreement. Anniversary date for a DSP is calculated using the employee's most recent date of hire. Anniversary date for a Team Leader is calculated

using the date that employee became a Team Lead. Employment period as on-call staff will not be used.

**WAGE SCALE  
EFFECTIVE FEBRUARY 5, 2024**

<b>YEARS</b>	<b>DSP GROUP HOME</b>	<b>DSP SUPPORTED LIVING</b>	<b>TEAM LEADERS</b>
<b>HIRE RATE</b>	<b>21.40</b>	<b>20.40</b>	<b>23.40</b>
<b>6 MONTHS</b>	<b>21.71</b>	<b>20.71</b>	<b>23.71</b>
<b>1 YEAR</b>	<b>22.02</b>	<b>21.02</b>	<b>24.02</b>
<b>2 YEARS</b>	<b>22.45</b>	<b>21.45</b>	<b>24.45</b>
<b>3 YEARS</b>	<b>22.77</b>	<b>21.77</b>	<b>24.77</b>
<b>4 YEARS</b>	<b>23.22</b>	<b>22.22</b>	<b>25.22</b>
<b>5 YEARS</b>	<b>23.68</b>	<b>22.68</b>	<b>25.68</b>
<b>6 YEARS</b>	<b>24.15</b>	<b>23.15</b>	<b>26.15</b>
<b>7 YEARS</b>	<b>24.63</b>	<b>23.63</b>	<b>26.63</b>
<b>8 YEARS</b>	<b>25.12</b>	<b>24.12</b>	<b>27.12</b>
<b>9 YEARS</b>	<b>25.62</b>	<b>24.62</b>	<b>27.62</b>
<b>10+ YEARS</b>	<b>26.13</b>	<b>25.13</b>	<b>28.13</b>

Note: Raises are granted only on an employee’s anniversary date. Anniversary date for a DSP is calculated using the employee's most recent date of hire. Anniversary date for a Team Leader is calculated using the date that employee became a Team Lead. Employment period as on-call staff will not be used.

**WAGE SCALE  
EFFECTIVE FEBRUARY 3, 2025**

<b>YEARS</b>	<b>DSP GROUP HOME</b>	<b>DSP SUPPORTED LIVING</b>	<b>TEAM LEADERS</b>
<b>HIRE RATE</b>	<b>21.81</b>	<b>20.81</b>	<b>23.81</b>
<b>6 MONTHS</b>	<b>22.12</b>	<b>21.12</b>	<b>24.12</b>
<b>1 YEAR</b>	<b>22.44</b>	<b>21.44</b>	<b>24.44</b>
<b>2 YEARS</b>	<b>22.88</b>	<b>21.88</b>	<b>24.88</b>
<b>3 YEARS</b>	<b>23.21</b>	<b>22.21</b>	<b>25.21</b>
<b>4 YEARS</b>	<b>23.67</b>	<b>22.67</b>	<b>25.67</b>
<b>5 YEARS</b>	<b>24.14</b>	<b>23.14</b>	<b>26.14</b>
<b>6 YEARS</b>	<b>24.62</b>	<b>23.62</b>	<b>26.62</b>
<b>7 YEARS</b>	<b>25.11</b>	<b>24.11</b>	<b>27.11</b>
<b>8 YEARS</b>	<b>25.60</b>	<b>24.60</b>	<b>27.60</b>
<b>9 YEARS</b>	<b>26.11</b>	<b>25.11</b>	<b>28.11</b>
<b>10+ YEARS</b>	<b>26.63</b>	<b>25.63</b>	<b>28.63</b>

Note: Raises are granted only on an employee's anniversary date. Anniversary date for a DSP is calculated using the employee's most recent date of hire. Anniversary date for a Team Leader is calculated using the date that employee became a Team Lead. Employment period as on-call staff will not be used.

## **APPENDIX B: DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE**

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

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

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

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

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

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

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in each employee's medical file, which will be maintained separately from the employee's personnel file. These medical files

will be kept locked and secured, and access will be limited to certain individuals in the organization. Under no circumstances should the results of a drug and/or alcohol screen be discussed with individuals that do not have a work-related need to know.

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

If a team member suspects (by observing any of the symptoms outlined in Appendix C) that an individual is at work and under the influence of alcohol and/or drugs, they should immediately notify the Chief Operations Officer and/or an officer in the organization. The COO or designee will make the determination to test the employee.

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

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

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

While the organization does not condone the abuse of alcohol, prescription drugs, and/or use of illegal drugs, Communitas does recognize that addiction to drugs and/or alcohol can be treated. It is the intent of Communitas and the Local Union to correct problems associated with drug and alcohol through the EAP rather than to initially penalize employees based on test results.

Therefore, if an employee recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection, Communitas will assist the employee in seeking treatment. Moreover, an employee who is a first-time offender of this policy as evidenced by a positive result on a test, will have an opportunity to retain his or her employment by entering into a Last Chance Agreement.

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

giving consideration to the individual's circumstances.

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

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

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

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

After returning to work, the employee will be required to submit to unscheduled periodic testing to include a minimum of four tests per year for two years following the employee's return to work.

Refusing to take a test during this period will be considered a breach of the "Last Chance Agreement" and will result in termination.

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

Communitas will pay the costs of all drug and alcohol tests it requires of job applicants and employees.

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

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

#### **UNION LIABILITY**

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

## APPENDIX C: REASONABLE SUSPICION BEHAVIOR REPORT FORM

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

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

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

Speech: \_\_\_\_\_

Dexterity: \_\_\_\_\_

Standing: \_\_\_\_\_

Walking: \_\_\_\_\_

Judgment I decision making: \_\_\_\_\_

Appearance (eyes, clothing, etc.): \_\_\_\_\_

Odors (alcohol, marijuana, etc): \_\_\_\_\_

Drugs, paraphernalia or alcohol found on premises: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date & Time: \_\_\_\_\_

Witness's Signature: \_\_\_\_\_



**APPENDIX: D: LAST CHANCE AGREEMENT/MEDICAL LEAVE OF ABSENCE  
CONDITIONS**

*Sample -- To be tailored to meet the particular circumstances of the facts of the specific case.*

**Last Chance Agreement/Medical Leave of Absence Conditions**

Dear \_\_\_\_\_,

This letter outlines your employment status with Communitas.

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

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

1. **Immediate Treatment and Testing.** You must immediately contact our EAP counselor and enter and participate fully in a chemical and/or alcohol dependency treatment program recommended by a certified counselor or Substance Abuse Professional approved by Communitas. You agree to cooperate with all prescribed and recommended testing at the start of this treatment program to determine the scope and extent of your problem.
2. **Information Disclosure.** You authorize your treatment providers to release directly to Communitas, any reports on the scope and extent of your substance or alcohol problem including, but not limited to, chemical test results, regular progress reports of your condition and treatment, and prognosis for a return to duty. This information is to be sent directly to the Director of Human Resources or the Chief Operations Officer.
3. **Condition and Treatment Assessment.** When Communitas and you believe you have resolved your situation to the extent that Communitas may consider accepting you back for duty, you authorize your treatment providers to fully disclose your condition and treatment to the Director of Human Resources or the Chief Operations Officer.

4. **Return to Work.** Upon successful completion of the prescribed rehabilitation program, you will be required to submit to a return to duty drug and alcohol test that confirms that you are drug and alcohol free.
  
5. **Post-Return to Duty Random Drug Testing.** As a further condition of your medical leave and possible return to duties, you agree to authorize Communitas to require you to participate in drug and alcohol testing for a minimum of four times per year for two years following your return to duty. Any positive result on a drug and alcohol test during this period will result in your immediate termination. Following your return to work, your performance must meet the standards applicable to all of your co-workers.

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

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

Sincerely,

\_\_\_\_\_

Communitas

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

Employee

Date

\_\_\_\_\_

\_\_\_\_\_

Union Representative  
(If applicable)

Date

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX E: Team Leader Responsibilities

Be Responsible for/participate in:

- ❖ Provide direct supports for individuals with disabilities and model such support to Direct Support Professionals.
- ❖ Provide orientation and answer questions from new staff through a variety of formal and informal instructional and learning activities.
- ❖ Provide information to the Employer so that it can conduct annual evaluations of team members in accordance with Communitas policies and procedures.
- ❖ Provide coaching and feedback to staff regarding performance issues, and demonstrate correct performance for staff as needed.
- ❖ Provide counseling and support to staff when conflicts arise.
- ❖ Support staff in learning how to use the functions of a computer to do various administrative functions.
- ❖ Provide information to the Employer so that it can administer needed disciplinary action in accordance with CBA.
- ❖ Report and discuss consumer, family, or program related issues as needed with management team.
- ❖ Prioritize tasks and responsibilities in order of importance to ensure that deadlines are met.
- ❖ Be acquainted with household activities and schedules of the individuals being supported.
- ❖ Support individuals in connecting and maintaining involvement with community agencies, organizations, events and activities.
- ❖ Collaborate and network with other service agencies in the community.
- ❖ Relationship development/positive contact with Families, Guardians and Natural Supports
- ❖ Provide formal communication to staff through communication log books and by facilitating effective meetings and purposeful interactions.
- ❖ Facilitate division of responsibilities to ensure routine household functions are completed in an accurate and timely manner.

- ❖ Complete, file and maintain consumer records.
- ❖ Understand and utilize the scheduling tool to meet the needs of the program and reviewing and approving time sheets.
- ❖ Understand and participate in all phases of Person Centered Planning.
- ❖ Reviewing T-logs & clinician reports for timeliness and accuracy.
- ❖ Ensure doctor's orders and medication procedures are understood and followed.
- ❖ Assure staff is prepared for Routine medical appointments and there is proper documentation of the appointment.
- ❖ Maintaining communication with on-call nurse regarding client health and safety issues.
- ❖ Maintaining client imprest and checking accounts in accordance with agency policies and procedures.
- ❖ Ensure that Direct Support Professionals are following Communitas Incident Reporting procedures and making appropriate notification when incidents occur.
- ❖ Budget development and maintenance.
- ❖ Review On-site certifications monthly to ensure they are up to date.
- ❖ Participate in development, revision and implementation of Positive behavior support Plans and intervene with individuals in response to challenging behavior.
- ❖ Complete and maintain client inventories
- ❖ Complete other duties consistent with those listed in this Appendix E as assigned.

## APPENDIX F: Anti-Harassment

The Employer will not tolerate harassment or similar conduct in any form, even if it falls short of illegal conduct.

The Employer's policy applies to conduct by any party against any other party, including by or against employees, coworkers, contractors, administrators, residents, vendors, visitors to the workplace, volunteers and other third parties. The policy applies to all work-related settings and activities, whether inside or outside the workplace, including business trips and business-related social events.

If the Employer becomes aware of harassment, the Company will act promptly to ensure the conduct is stopped and not repeated. The Employer expects managers and supervisors to proactively protect employees and residents from harassment. This includes demonstrating and communicating appropriate standards of workplace conduct, monitoring employee and third-party conduct and promptly reporting any alleged incidents or concerns.

The following are examples of prohibited conduct:

- Epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to any legally protected characteristic or activity;
- Written or graphic material displayed or circulated in the workplace that denigrates or shows hostility or aversion toward an individual or group because of any legally protected characteristic or activity;
- Intimidating, hostile, derogatory, disrespectful, or otherwise offensive conduct or remarks that are directed at a person or group because of any legally protected characteristic or activity;
- Knowingly and recklessly making a false complaint of harassment or discrimination, or providing knowingly false information regarding a complaint; and
- Retaliation against an employee for filing a good faith complaint, opposing harassment or discrimination, or cooperating in the investigation of a complaint.

Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unacceptable behavior include:

- Unwanted sexual advances
- Offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity.
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters.
- Verbal sexual advances, propositions, requests, or comments.
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media.

- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations.
- Physical conduct, such as touching, groping, assault, or blocking movement.

## **Reporting and Non-Retaliation**

An employee is encouraged to discuss a workplace concern, including incidences of harassment, abuse, discrimination or unsafe conditions, with management. Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers. If you experience any harassment by fellow employees, supervisors, vendors, clients or others, or believe that you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor, department head, or the Executive Director. This applies to all incidents of alleged harassment, including those which occur off premises, or off hours, where the alleged offender is a supervisor, coworker, or any other person connected with Communitas. There is no need to follow any formal chain of command when filing a complaint, or discussing or expressing any issue or concern regarding alleged discrimination or harassment. The employee may bypass anyone in their direct chain of command and file the complaint or discuss or express any issue of concern with the Executive Director at any time. The Employer welcomes such discussions because it allows the Employer to maintain a productive and harmonious atmosphere. Employees will not be subject to any adverse employment actions for raising good-faith concerns.

The Employer takes all complaints of harassment, abuse, discrimination, or unsafe conditions seriously and will not retaliate against an employee in any way for reporting such a problem in good faith. The Employer is committed to prohibiting retaliation against those who report or participate in an investigation of alleged wrongdoing in the workplace.

## **Reassignment**

Employees have a right to a workplace free of harassment, abuse, discrimination and unsafe conditions. If an employee in good faith reports an incident involving unsafe conditions in the care of a particular resident and requests reassignment, the employee should be reassigned to the best of the Employer's ability, including considerations for whether other employees may be safer.

If the employee has reasonable cause to believe they are unsafe, or facing physical, verbal or sexual harassment, they will keep a safe distance from the resident and call 911 and report the concern to a manager or Employer representative immediately.

## **Paid Training**

The Employer will pay for all training and/or certification fees required by the Employer or regulatory agencies to maintain safety standards subsequent to the date of an employee's hire (i.e., health tests, inoculations, CPR, food handler's card,

etc.). New employees are expected to have all mandatory training and/or certifications as a prerequisite of hire.