

AGREEMENT
BETWEEN
COMMUNITY SERVICES FOR AUTISTIC ADULTS & CHILDREN
AND
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 500, AFL-CIO
June 1, 2005 – June 1, 2007

AGREEMENT

This Agreement, effective this June 1, 2005, entered into between COMMUNITY SERVICES FOR AUTISTIC ADULTS & CHILDREN, located at 751 Twinbrook Parkway, Rockville, Maryland, 20851, hereinafter referred to as "CSAAC" and SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 500 hereinafter referred to as the "Union."

ARTICLE 1 RECOGNITION AND COVERAGE

1. CSAAC recognizes the Union as the exclusive collective bargaining representative of the employees of CSAAC as defined in 2 of this Article.

2. Whenever used in this Agreement, the term "employee" shall mean all full-time and regular part-time teacher assistants, residential counselors, awake overnight counselors, vocational counselors, instructional technicians, family support technicians, bus operators, janitors and office clerical employees employed by CSAAC; but excluding all other employees, irregular, intermittent or casual employees, professional employees, nurses, confidential employees, managers, guards and supervisors as defined in the Act.

3. All employees newly hired or rehired after termination of their seniority, shall be considered "probationary" employees until completion of one hundred fifty (150) days of employment, other than for just cause, will have their full seniority and benefits restored to them as if there had been no termination of employment. No benefits will accrue for the period of time that the employee is not employed at CSAAC. Applicable health insurance coverage shall begin upon completion of the first day of the month following the one-hundred-twentieth (120) day of employment with CSAAC. During the probationary period, CSAAC may discharge any such probationary employee in its discretion and such discharge shall not be subject to the grievance or arbitration provisions of this Agreement. With notice to the union, CSAAC may also extend the probationary period to allow an employee to meet licensing requirements from the applicable county, state, or federal authority.

4. For those persons whose probation has been extended for licensing requirements, if CSAAC has failed to provide the proper training for those requirements in a timely manner during the period of the probation extension, CSAAC may not withhold scheduled wages and benefits due or terminate the employee without just cause. For these particular persons extended for licensing requirements who claim that they did not receive the proper training upon which the probation extension was based, a termination is subject to the grievance procedure.

5. A temporary employee excluded from the bargaining unit is one who is hired by CSAAC and paid on the CSAAC payroll for a period of up to four (4) months and is so informed at the time of hire. The said four (4) month period may be extended up to an additional two (2) months (with the consent of the Union, which shall not be unreasonably withheld).

6. Employees who are regularly scheduled to work ten hours or less per week are excluded from the bargaining unit.

7. CSAAC may employ CSAAC clients in bargaining unit positions which will not exceed twenty (20) in total number and with the exception of Article 3 they shall be covered by all other provisions of this agreement.

8. CSAAC may employ per diem employees as long as they do not permanently replace bargaining unit employees or reduce their regular scheduled hours of work per week.

ARTICLE 2 MANAGEMENT RIGHTS

Except as specifically limited by the express language of this agreement, CSAAC has and retains exclusively to itself, all rights in the exercise of the functions of Management, including but not limited to the following rights: To manage and operate its business facilities; to direct its employees; to direct, plan, and control all operations; to establish and/or change existing methods, productivity standards, job duties, materials, equipment, facilities and accounting methods, productivity standards, job duties, materials, equipment, facilities and accounting methods; to insure efficient operations, to determine individuals' treatment and service; to determine what services of work shall be performed at facilities covered by this contract; to determine whether such work or services shall be performed by employees covered by this Agreement; to test, select and hire employees and assign them to work as needed; to establish hours of work; to set initial wage rates, to transfer, promote and demote employees, to suspend, discipline and discharge employees for just cause or relieve them from duty for lack of work or for other proper reasons; and to establish and enforce rules and regulations relating to the operation of any and/or all facilities and to employee conduct.

ARTICLE 3 JOINT LABOR MANAGEMENT COMMITTEE

1. CSAAC and the Union share a joint commitment to promote and foster constructive labor management relations between the parties.

2. The parties agree to form a Joint Labor-Management Committee made up of three (3) representatives designated by the Union and three (3) representatives designated by CSAAC. The committee will serve as a forum for the discussion and the collaborative resolution of issues, which are matters of mutual interest or concern between the parties.

3. The committee will meet on a quarterly basis or by mutual agreement as needed during regular working hours at times that will not interfere with the implementation of programs

4. It is the responsibility of CSAAC to provide safe and sanitary working conditions and to develop a safe working force as required under federal, state and local law. The Labor-Management Committee shall whenever possible and legal jointly address any safety issues raised by any party.

ARTICLE 4 UNION SECURITY AND CHECKOFF

1. It shall be a condition of employment that all employees covered by this agreement shall become and remain members in good standing in the Union or pay an Agency Fee. For the purposes of this Article, membership in the union shall mean that the employee tenders the periodic dues and initiation fees uniformly required by the union, as a condition of acquiring or retaining membership. A "Union Representation Fee (Agency Fee payer)" is defined as those fees necessary to permit the union to serve as the collective bargaining representative of employees covered under this agreement.

2. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on or before the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union or become Agency Fee payers. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws.

3. The union agrees that it will admit to and retain in membership any such employee subject to the provisions of the constitution and by laws of the Union.

4. CSAAC shall, in compliance with all applicable law, deduct biweekly from the salary check of each employee, and shall remit to the Union not later than the tenth (10th) day of the following month, all dues and assessments levied by the Union for the current month. Further, the Union agrees to indemnify and hold the Employer harmless against any and all claims or other liability arising out of implementation of

this provision, or by reason of action taken or not taken by CSAAC to comply with this article.

5. CSAAC further agrees to deduct biweekly from the salary check of each employee an amount designated by the employee to be contributed to the Union's Committee On Political Education, and shall remit said amount to the Union not later than the tenth (10th) day of each month.

6. On a monthly basis CSAAC will provide electronically to the Union for the previous month the date of hire or termination of employees, the person's full name, address, social security number and work area or department.

7. On a semi annual basis CSAAC will provide to the union electronically the names, addresses, and social security numbers of all employees in the unit.

ARTICLE 5 NON-DISCRIMINATION

1. CSAAC is dedicated to providing an equal employment opportunity to all applicants without regard to age, national origin, ancestry, race, religion, color, creed, gender, marital status, veteran status, physical and mental disability or any other status protected by law. CSAAC will not condition employment on any factor prohibited by the general laws of the United States or the municipality, county, or state where CSAAC is located.

2. It is both illegal and against CSAAC policy for any staff member or management to harass another person by (a) making unwelcome sexual advances, or requesting sexual favors, or making other verbal or physical conduct of a sexual nature a condition of anyone's continued employment, or (b) making submission to or rejection of such conduct the basis for employment decisions affecting any person, or (c) creating an intimidating, hostile or offensive environment that is in violation of federal state or local laws.

3. CSAAC and employees are responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise including but not limited to verbal, physical and visual harassment. All instances of alleged harassment or discrimination should be reported, including those that occur outside of the facility or at work-related functions during off-hours. CSAAC will investigate such complaints and if the employer determines that an employee has engaged in conduct prohibited by this provision, appropriate corrective and /or disciplinary action will be imposed promptly.

4. Any person who believes he or she has been the subject of sexual or other harassment should report the act immediately to the Personnel Director. A

confidential investigation will be undertaken immediately. Any person who, after appropriate investigation, is found to have engaged in sexual harassment or other harassment shall be subject to disciplinary action, up to and including termination.

ARTICLE 6 DISCIPLINE AND DISCHARGE

1. After the probationary period, a suspension, demotion, discharge or written disciplinary action may be taken against an employee for just cause. If requested by the employee and consistent with the NLRB/ U.S. Supreme Court Weingarten rule, the employee shall have a right to union representation when such disciplinary action is being taken against him or her. By mutual agreement between CSAAC and the Union, meetings that fall under the Weingarten rule may be conducted via a telephone conference call between representatives of CSAAC, the union, and with the employee.

2. All disciplinary notices, except oral warnings, shall be given to the employee in question in writing. The employee shall be provided a space to indicate receipt of the document. Signing such document shall only be for the purposes of acknowledging receipt and is not an acknowledgement of guilt, or agreement with the contents. If the employee desires to provide a written response, it will be included in the employee's file.

3. All records of disciplinary nature will be maintained in the employee's personnel file, but if the employee has no further disciplinary problems for a period of fifteen (15) calendar months from the date of the disciplinary action in question it will not be counted as active discipline, except in the case of proven client abuse.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

1. CSAAC and the Union agree that the prompt adjustment of a grievance is essential. Should any question arise over the interpretation or application of this Agreement every effort shall be made to settle the matter as soon as possible in accordance with the grievance procedure outlined below.

2. A grievance may be submitted by any employee, or by the Union on behalf of any employee(s) or its institutional interests. It shall be the goal of the Union and CSAAC to resolve grievances at the lowest level possible. CSAAC may file a

grievance against the Union for alleged violation(s) of the applicable provisions of this agreement by advising the President of SEIU Local 500 in writing. Such written communication shall state the nature of the violation, the provision(s) of the

agreement alleged violated, the date and proposed remedy. SEIU Local 500 President shall have 15 calendar days to respond to the grievance in writing. If the matter is not resolved at this step CSAAC may appeal the grievance to arbitration as per the procedure outlined in Step three of the Grievance procedure.

STEPS OF THE GRIEVANCE PROCEDURE

3. Oral Stage: An employee who believes that he or she has a grievance shall have the right to verbally present the grievance or complaint on an informal basis to the employee's immediate supervisor or designee.

4. Step One: If the grievant is not satisfied with the disposition at the Oral Stage, if the Supervisor does not respond, or if the Grievant elects to proceed directly to a formal written grievance, he or she may present the grievance to the Union for review and if the Union deems the grievance to be meritorious the Union shall file a written grievance with the immediate Supervisor within fifteen (15) calendar days after the incident or condition which gave rise to the grievance was known or should have been known. The written grievance shall contain a clear written statement of the nature of the grievance, the date of the alleged violation, the Article(s) of the Agreement on which the grievance is based, the proposed remedy to the grievance and the signature of the affected employee and/or the Union. CSAAC shall have ten (10) working days from the date the grievance is presented in the First Step to provide a written response to the Union. If management fails to respond within the time limits specified the grievance may be advanced to the next step of the grievance procedure.

Step Two: If the grievance is not satisfactorily settled at Step One, the Union may appeal it in writing to the Executive Director or his/her designee within five (5) workdays after receiving CSAAC's First Step written response. At a reasonable mutually acceptable date and time the Executive Director or his/her designee shall meet with the Union and employee in an attempt to resolve the grievance. CSAAC will give a written response to the Union within ten (10) calendar days after the conclusion of the meeting between the parties. Grievances involving discharge of the employee will be filed at the Second Step of the grievance procedure within fifteen (15) calendar days of the date of the discharge.

With written notice either party may extend time limits once in Steps One and Two. For any extension either party may give five (5) day notice of termination of said extension. If the Agency fails to comply with the grievance time limits, the grievance

shall proceed through the Steps. If the Union and/or employee fail to comply with the grievance time limits, in Steps One or Two, the grievance shall be settled upon the basis of the Agency's last response without precedent and all further proceedings are waived.

Pre Arbitration Hearing: If the Union appeals a grievance to arbitration the parties will hold a pre arbitration hearing not later than 15 days after the conclusion of CSAAC's answer to the grievance in the Second Step. The CSAAC Executive Director or his/her designee will represent management at this hearing. If a resolution cannot be reached between the parties at this hearing than the arbitration will proceed forward. This step does not apply to grievances filed by CSAAC.

Step Three Binding Arbitration: If the grievance remains unresolved, within fourteen (14) calendar days of the CSAAC's final response at Step Two, the Union may refer the grievance to arbitration by making written notification to the Agency and a simultaneous written request to the Federal Mediation and Conciliation Service (FMCS) for an arbitration panel of five (5) arbitrators and copying the Agency of the written request. The Union will request that FMCS only furnish names of arbitrators who are members of the National Academy Arbitrators and are located in Maryland, Washington, DC, Virginia, Pennsylvania and Delaware. Within seven (7) calendar days of receipt of this list of arbitrators from FMCS, the parties shall meet and the aggrieved party shall strike the first name and thereafter the other party and alternating until one arbitrator remains. That arbitrator shall be used to hear the grievance. The arbitrator shall be bound by and shall not have the power to add to, subtract from or modify the terms of this Agreement. Both parties shall pay all expenses of arbitration (including court reporter if used), excluding costs of representation and witnesses equally. The decision of the arbitrator shall be final and binding upon the parties subject to their rights under the Federal Arbitration Act. and shall be issued within thirty (30) calendar days of the arbitration hearing. Such deadline can be extended by mutual agreement.

5. No reprisals of any kind shall be taken by CSAAC against an employee for filing a grievance or assisting the union in the enforcement of this agreement, or because of their membership in SEIU Local 500 or because of other protected concerted activity.

6. No employee shall be disciplined or suffer loss of pay, or benefits or change in employment position, as a direct result of truthfully reporting facts concerning any investigation conducted by the Employer, the Union or any government agency.

ARTICLE 8 PERSONNEL FILES

1. Personnel files shall be maintained in the Human Resources office. The Agency shall treat personnel files as confidential available only to appropriate management staff, licensed or regulatory bodies, investigative agencies, courts, consultants or any other person or entity acting on managements behalf. If court ordered subpoenas are issued for contents of an employee personnel file CSAAC shall advise the employee of said action.

2. Employees shall have the right to review their personnel file by (1) appointment on their own time and (2) with a member of management or designee present. CSAAC shall schedule the appointment at a mutually agreeable time within three (5) days of an employee request.

3. Employees may request a copy of their personnel file. Employees may authorize the Union to obtain a copy of their personnel file provided the written request is original, signed, and dated by the employee. Reasonable copying cost may be charged not to exceed ten (10) cents per copy.

4. Employees shall receive a copy of any material that may be used as grounds for discipline at the same time it is being placed in their personnel file. A copy of any written disciplinary action issued to an employee shall be signed by management. The employee shall also sign the written disciplinary action for the sole purpose of acknowledging receipt of the written discipline.

5. Employees shall have the right to place a written rebuttal to an evaluation, or disciplinary action placed into their personnel file by the employer within seven (7) calendar days of when the document or material is first brought to the attention of the employee.

6. Each employee is responsible to provide the Human Resources Office with updated and accurate information for his or her Personnel Folder as required by law. The Employer shall maintain the confidentiality of the Personnel Folder. The employee is responsible for ensuring that his/her certifications, tests and medical-exams are up to date and renewed in a timely manner, and will immediately correct any such deficiencies in their personnel folder.

ARTICLE 9 SENIORITY

Seniority shall be defined as the length of service of an employee continuously working for CSAAC. In the event two or more employees have the same seniority; the employee with the earliest dated employment application that resulted in the employee being hired shall be deemed to have higher seniority. CSAAC shall provide the Union with a copy of the seniority list at least annually on or about the beginning of calendar year. Any dispute regarding the accuracy of the seniority list shall be subject to the Grievance and Arbitration article in this Agreement.

Seniority Accumulation:

1. The seniority of each employee covered by this Agreement shall be established after the initial one hundred fifty (150) day probation period as defined in this Agreement and shall date back to their first day of employment.

2. Seniority shall be accumulated from the date of hire.

3. Seniority shall accrue during a continuous authorized leave of absence without pay up to eighteen (18) months or for the period of maternity leave or medical leave up to eighteen (18) months, provided that the employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay, during a period of continuous layoff not to exceed eighteen (18) months. CSAAC will continue its practice of granting leaves to employees who travel to other countries with prior approval of CSAAC.

4. Employees on paid leave shall accumulate seniority and benefits.

5. Employees on layoff or unpaid leave shall lose all seniority after being on said lay off or leave status for a period of eighteen (18) months or longer.

6. When any bargaining unit vacancy occurs, CSAAC shall notify bargaining unit employees by mail before advertising on the outside to give unit employees the opportunity to apply for the vacant position. Any employee interested in being considered for the opening must bid for the vacant position. Where merit and ability is approximately equal and the CSAAC psychologist's evaluation is considered, the position shall be awarded to the most senior employee. If there is not a qualified bidder for the job CSAAC may hire from the outside. The duties and responsibilities of every position shall be set forth in writing. Every employee shall be given a copy of his/her job description. CSAAC will also provide to the union a description and responsibilities of every position. Layoffs shall be done in reverse order of seniority and considering qualifications. A bargaining unit vacancy is a vacant position caused

by the creation of a new position or by the departure of an employee. The notice requirement of this clause shall not apply to Residential, Vocational and Administration. In lieu of that notice requirement employees seeking to transfer to these areas shall notify Human Resources and shall be considered based on the standards cited above.

7. An employee's seniority shall be terminated and all of his/her rights under this Agreement forfeited for any of the following reasons:

[a] Discharge for just cause, voluntary quit, job abandonment defined as being absent for three consecutive (3) work days without contacting one's immediate supervisor or Human Resource Director.

[b] Not reporting for work on the third day following expiration of a leave of absence unless physically impossible to report.

[c] Failure to respond or return to work within five (5) consecutive calendar days after due notification of recall after layoff. Due notification shall consist of mailing to the employee's last known address a registered letter via U.S. Postal Service. It will be the employee's responsibility to provide his/her current address or alternate contact address to CSAAC.

[d] Layoff in excess of eighteen (18) months.

[e] Has physical disability or illness which extends beyond eighteen (18) months duration.

[f] Absence from the Agency for eighteen (18) months for any reason, except leave approved by the Agency or required by law.

ARTICLE 10 TRANSFER

1. In accordance with existing CSAAC policy employees may apply for transfer to a different position following one calendar year of continuous employment. With notification to the Union CSAAC may waive this requirement. Should there be a dispute when said requirement is waived the matter may be grieved. The existing policy appears as an exhibit to this Agreement. An employee who develops an infectious disease shall be reassigned to non-direct care duties or be placed on sick leave as recommended by the Montgomery County Health Department, a physician or both

ARTICLE 11 EVALUATIONS

1. Employees shall be evaluated quarterly, annually or more often if required by law or an administrative agency.

2. Employees shall be evaluated by their immediate supervisor in consultation with the Executive Director or his/her designee. If the employee wants to provide comment on the evaluation process the Employer will consider any comments submitted by the employee.

3. Employee evaluations shall be treated as confidential, placed in the employee's personnel file, and a copy provided to the employee.

4. The criteria used for evaluations shall be developed by the Joint/Labor Management Committee not later than one hundred twenty (120) calendar days after signing this agreement.

5. Disputes involving evaluations are subject to the grievance procedure.

ARTICLE 12 TRAINING

1. Where determined by the Executive Director that a specific course is job-related and will contribute to the on-the-job performance by employees, courses offered by other entities may be used. The following requirements must be met:

- a) The employee must have completed his/her probationary period.
- b) The employee must be in a regular, permanent employment status.
- c) Approval must be made by the Executive Director.

2. CSAAC will reimburse an employee for a course that has been approved by the Executive Director. Employees who attend required training sessions will be paid their regular rate of pay.

ARTICLE 13 BARGAINING UNIT WORK

The parties desire to minimize the affects of outsourcing, subcontracting and using non CSAAC personnel on the job security of bargaining unit employees and will work to that end. Management can perform the bargaining unit work of any CSAAC employee or employees where that employee or employees are not at work for any reason. Management may not permanently perform such duties.

ARTICLE 14 WAGES

1. Employees will be paid for all hours worked included time needed to complete required administrative work.

2. Employees will be reimbursed when they are required to purchase authorized supplies to do their job. Authorization must be obtained prior to purchase.

3. CSAAC and the Union may negotiate salary grades within certain job classifications to be identified by the Joint-Labor Management Committee. Said grades will be determined by seniority, amount of training obtained and other factors mutually agreed to. All salary grades, levels, steps and higher level assignment language agreed to will be incorporated into this agreement as an exhibit.

4. Wages & Meals

- a. If the Agreement is ratified by the Union on or before June 4, 2005, each full-time CSAAC employee covered under this Agreement will receive a \$1,000 bonus in the first paycheck following the ratification date of the Agreement.
- b. If the Agreement is ratified by the Union on or before June 4, 2005, each part-time CSAAC employee covered under this Agreement will receive a \$300 bonus in the first paycheck following the ratification date of the Agreement.
- c. Effectively the beginning of the first payroll period ninety (90) days after the ratification of this Agreement CSAAC will increase the hourly wage or weekly salary of every employee in Vocational and in Community School of Maryland by conversion of the annual discretionary bonus amount of \$3,000 into the equivalent weekly or hourly wage rate of the individual employee.

- d. Effectively the beginning of the first payroll period ninety (90) days after the ratification of this Agreement CSAAC will increase the hourly wage or weekly salary of every Administrative employee covered under this Agreement by at least three (3) percent.
- e. Effectively the beginning of the first payroll period ninety (90) days after the ratification of this Agreement CSAAC will increase the hourly wage or weekly salary of every employee in Awake Overnight covered by this Agreement by conversion of the annual discretionary bonus amount of \$1,800 into the equivalent weekly or hourly wage rate of the individual employee.
- f) Effectively the beginning of the first payroll period ninety (90) days after the ratification of this Agreement CSAAC will provide a meal allowance amount of \$13.85 per day for five (5) days per week for Residential employees (excluding Awake Overnight) covered under this Agreement.

5. Continue to pay holiday bonus based on available funds from family contributions.

6. Should existing or additional funding earmarked for employee compensation be provided by any funding source during the term of this agreement CSAAC and the Union will negotiate to determine where the additional pay or benefits for the employees in the unit should be applied. Upon request by the Union, CSAAC will provide all necessary records and documents to verify said funds and/or funding.

ARTICLE 15 OUT OF TOWN AND LOCAL TRAVEL

1. Reasonable authorized expenses will be reimbursed by CSAAC for out of town travel requiring over night accommodations. Overtime travel must have prior approval of the Executive Director. Travel related to individuals' vacations (i.e., Deep Creek, Bethany Beach, or other designated vacation where an employee uses their own personal vehicle will be paid at the stipend amount of one hundred dollars (\$100)

2. Should an employee be required to use their personal vehicle for CSAAC business, CSSAC will lease the employee's vehicle and shall reimburse such usage at the rate of thirty-seven cents (37) per mile for all miles driven while performing their assigned duties and responsibilities. All tolls and parking fees incurred will be reimbursed by CSAAC. In addition, CSAAC will provide auto insurance coverage for said vehicle (including payment of deductibles) when the employee's personal vehicle is used to conduct CSAAC business.

**ARTICLE 16
OVERTIME**

1. Employees who are required or authorized to work by an appropriate supervisor in excess (40) forty hours in a work week shall be paid at one and one-half (1½) times the employee's regular rate of pay for those hours worked. CSAAC agrees that the provisions of the Fair Labor Standards Act shall apply to its employees covered by this agreement.

2. Employees shall be paid for all time worked. Time in which employees are required to be with clients (including meal times where teachers are required to stay with the children) shall be treated as time worked. CSAAC agrees that the provisions of the Fair Labor Standards Act shall apply to its employees covered by this agreement.

3. There shall be no pyramiding of overtime under this agreement. T.A. 5/3/05

**ARTICLE 17
HOURS OF WORK**

1. Full-time employees shall be provided 40 hours of work or pay a week.

2. For purposes of this Agreement full-time employee are those employees regularly scheduled to work 38 hours in the workweek as set by CSAAC. CSAAC will not capriciously change the workweek schedule which existed for each employee as of May 3, 2005.

**ARTICLE 18
STAFF/CLIENT RATIO & BEHAVIORAL PLAN**

Prior to actual engagement with client(s), CSAAC employees will be afforded adequate time to review the most current and applicable behavioral plan. In addition, CSAAC employees will be allowed to ask the supervisor any questions he or she may have concerning the behavioral plan. The most current staff/client ratio will be incorporated in the behavioral plan.

**ARTICLE 19
LEAVE**

Annual Leave

1) Annual leave must be approved by the appropriate program supervisor in advance and should be used during the fiscal year in which it is earned. Annual leave not taken by employees may be accumulated, but not more than 20 days may be carried over into the new fiscal year. On the last day of the last pay period in June each year, accrued annual leave in excess of 20 shall be forfeited. A regular status employee who is permanently separated may be compensated for the accumulated annual leave at his or her current rate of pay.

2) Annual leave for regular full-time employees will accrue as follows:

a. First anniversary year through third anniversary year 10 days

b. Fourth anniversary year and thereafter 15 days

3) Awake Overnight employees under contract who work fifty-six (56) hours per two (2) week period will accrue 2.16 hours of annual leave per two week period. This accrued annual leave may be used after completion of the probationary period.

4) Times worked during the probationary period will count toward accrual of annual leave, but probationary employees are not eligible for annual leave, unless or until they retain regular status.

5) CSAAC will continue the practice, subject to operational needs, of granting leave of absence to employees who travel to other countries to see relatives or for other emergency reasons.

6) If an approved holiday falls within a vacation period, it is counted as a holiday and is not charged to annual leave.

Sick Leave

1) Each full-time employee will be allowed 10 days sick leave per fiscal year. Such pay will be at the employees' regular hourly rate of pay. Awake Overnight employees under contract to work fifty-six (56) hours per two (2) week period shall earn 2.16 hours of sick leave per two (2) week period. I.E.I and F.I.S.S employees are not eligible for sick leave. Upon written notification to CSAAC and with the approval of CSAAC, an employee may transfer one or more of their earned sick leave days to another designated employee.

2. Sick leave may be accumulated from year to year up to 30 days.

3) Pay for any day of sick leave shall be at the employee's regular rate of pay.

4) Advances of unearned sick leave may be granted at the discretion of the Executive Director.

5) Sick leave may be used for reasons as outlined in the Family Medical Leave Act.

6) The Family Medical Leave Act (eligibility requirements and all other provisions) shall apply to all CSAAC bargaining unit employees.

7) Upon the expiration of the employee's accrued sick leave, vacation time may be applied to sick leave at the option of the employee.

8) When an employee has been out sick for three (3) consecutive days or where there is a pattern of attendance abuse CSAAC has the right to request from the employee a medical certification and/or readiness to return to work.

Funeral Leave

1. Leave of absence for the death of a member of one's immediate family will be granted. Immediate family is defined as a spouse, son, daughter, father, or another relative who lives with the employee. Full-time employees who have completed the probationary period are eligible for three (3) paid days off for funeral arrangements. Approved funeral leave will be deducted from the employee's accrued sick leave or annual leave as per the decision of the employee. Compensation for funeral leave shall be at the employee's regular rate of pay.

Jury Duty

1) An employee who must serve as a member of any jury shall be permitted to be absent from work. The employee will be reimbursed for the difference between the court fees paid and the employee's rate of pay. If after reporting for jury duty it is determined that the employee services are not needed and they are dismissed for the day, the employee shall call CSAAC and ask if he or she is to return to work for the balance of the workday. Employees must present to the Personnel Office a certified notice from the court indicating the days served in order to be paid for their days absent from their Agency duties.

2) Employees who are summoned to appear as a witness in court in any litigation involving CSAAC will be excused from their job duties, as required by the subpoena without loss of pay and without charge against leave, provided they are not a paid witness. All employees who are summoned to appear in court and present information in connection with their employment with CSAAC, must inform their supervisor as soon as they are summoned.

Military Leave

1) An appropriate military leave of absence shall be granted to any qualified employee in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act. If an employee belongs to a branch of the United States Armed Forces which requires one to spend two (2) weeks in training each year, the employee will be given time off in addition to vacation. CSAAC will pay the difference between salary and reserve training payments for this period. The employee must provide a copy of the training orders to the supervisor.

ARTICLE 20

HOLIDAYS

1. A non-probationary employee in a regular assignment, or in an assignment lieu of his/her regular assignment, shall receive holiday pay for the following days: New Year's Day, Memorial Day, Independence Day, Martin Luther King Day, Labor Day, Thanksgiving, Christmas (4 days including Christmas Day). I.E.I and F.I.S.S. employees are not considered to have regular assignments.

2. Holidays will be observed on Monday, when Federal or State legislation establishes such a schedule for particular holidays.

3. If a holiday falls on a Saturday or Sunday the holiday will be observed on the following Monday.

4. If an employee works a designated holiday he/she will be paid for all hours worked that day plus eight (8) hours holiday pay at a straight time rate.

5. An employee required to work on a holiday will be paid eight (8) hours holiday pay and straight time pay for all hours worked on said holiday.

6. The employee must have worked on the workday immediately preceding and following the holiday to receive holiday pay.

7. If a holiday occurs while an employee is on vacation or other authorized leave, that day will be credited and paid as a holiday.

ARTICLE 21
HEALTH CARE COVERAGE

1. For the term of this agreement CSAAC will provide comprehensive health care coverage to employees and their dependents. CSAAC will pay for the full premium for individual coverage. When the present contract for coverage expires, should there be a premium increase from the carrier, any premium cost increase that exceeds five (5) percent will be paid by the employee. The benefits that existed on May 3, 2005 may not be changed without mutual agreement between CSAAC and the Union. The policy number for said comprehensive health care coverage is _____ . By mutual agreement CSAAC and the Union may change insurance carrier.

2) For the term of this agreement at no cost to full-time employees, CSAAC will provide Life and Accidental Death and Dismemberment insurance coverage. The amount of insurance shall be two (2) times the employees gross annually salary to a maximum of \$110,000. Said benefits will be reduced by thirty-five (35) percent at age 65, sixty (60) percent at age 70 and seventy-five (75) percent at age 75. Benefits terminate upon retirement.

3) CSAAC will make available to all employees who complete their probationary period a 403 (b) Plan under ING Aetna Financial Services. Employees may contribute the lesser of twenty (20) percent of their salary or \$10,500 per year in the tax deferred savings program. While employee contributions are withheld from paychecks on a "gross before tax" basis, CSAAC will match up to five (5) percent of employee contributions and these funds will be deposited in employees' 403 (b) plan accounts. Employees are always 100 percent vested in both personal and company contributions.

4) For the term of this agreement at no cost to the employee, CSAAC will provide Long Term Disability coverage to full-time employees. The amount of benefits will be sixty (60) percent of the employee's salary up to a monthly maximum of \$6,000. At cost to the employee, Disability benefits begin after 180 days for sickness or accidental injury. Short Term coverage will offered to employees.

5) For the term of this agreement at no cost to the employee, CSAAC will provide a Dental plan pursuant to the terms of the policy presently in effect May 1, 2005. CSAAC will provide to participating employees a copy of the policy describing their coverage.

6) For the term of this agreement at no cost to the employee, CSAAC will provide a vision care plan pursuant to the terms of the policy presently in effect on May 1, 2005. CSAAC will provide to participating employees a copy of the policy describing their coverage.

7. For the term of this agreement at no cost to the employee, CSAAC will provide an Employee Assistance Program to all employees. CSAAC will provide to each employee a brochure which describes the plan.

8. Part-time employees are defined as those who are regularly scheduled to work over ten (10) but less than thirty-eight (38) hours per week. These employees are not eligible for benefits in this Article except that the following employee is grandfathered for eligibility for benefits set forth herein – Esther Mbiakoup.

ARTICLE 22

LUNCH & REST PERIOD

1. Employees who do not receive a duty free lunch period will be paid for such. When an employee needs a break CSAAC will make every effort to assist the employee in said request.

2. Employees working within the Community School of Maryland and Vocational employees will receive a \$15.00 meal allowance toward the cost of dinner when a single assignment requires more than nine (9) hours of work within one day (exclusive of time for dinner).

ARTICLE 23

REPRESENTATIVES & ACCESS

1. The Union shall furnish to CSAAC a list of all external union representatives and their titles that shall act on behalf of the Union.

2. Authorized representatives of the Union shall be permitted at all reasonable times to enter the employer's East Village and Twinbrook premises for the purpose of observing working conditions, conducting investigations. For entrance to an individual's home the Union will contact a member of Management and both parties will arrange for the visit to the home with full consideration given to the wishes of the individual or his/her representative.

**ARTICLE 24
UNION RIGHTS**

1. Subject operational needs, it is understood that with a written forty-eight (48) hour notice from the Union to CSAAC it will release no more than five (5) employees to conduct union business without pay.

2. Subject to operational needs employees who are grievants or witnesses will be allowed to attend grievance hearings (without pay) during work hours. CSAAC agrees to allow designated Union representatives reasonable time during working hours to investigate grievances and complaints.

3. As permitted under the provisions of the National Labor Relations Act the Union and CSAAC shall have a right to a copy of all documentation and information that is available and necessary for full and proper discussion and understanding of subjects relevant and material to a grievance in question.

**ARTICLE 25
SAFETY**

It is the responsibility of CSAAC as per the Occupational Safety & Health Act 1970, to provide safe working conditions and to develop a safe workforce. The joint Labor-Management Committee shall whenever possible and legally permitted will jointly address safety issues.

**ARTICLE 26
NO STRIKE AND NO LOCKOUT**

1. During the life of this agreement there shall be no strike, slowdown, or other stoppage of work by the Union or CSAAC employees and CSAAC will not lockout the Union and CSAAC employees.

2. No employee shall engage in any strike, sit-down, slow down, sickout, cessation or interruption of work or boycott that affects his/her availability for or ability to work for CSAAC under this agreement. In the event an employee or employees engage in any such actions or conduct, the Union shall, upon demand by CSAAC direct such employees(s) forthwith to desist from violation of this Article. The Union, its officers, agents, representatives and members, shall not, in any way, directly or

indirectly authorize, assist, encourage, participate in or sanction any strike, sit-down, slowdown, sickout, cessation or stoppage or interruption of work or boycott, or ratify, condone or lend support to any such conduct or action affecting the company's performance of its contracts that are associated with the work performed by employees under this Agreement. CSAAC shall have the right to discharge or otherwise discipline, in its discretion, any employee who violates this Article. Any and all disciplinary action issued under this Article is subject to "just cause" and the grievance and arbitration procedure outlined in Article Six of this agreement.

ARTICLE 27

COMPENSATION CONTINGENT ON FUNDING

The wage and benefit compensation in this labor agreement is contingent on funding by CSAAC from various funding sources, primarily the State of Maryland. If funding is reduced or changes in funding occur from present levels or is terminated, CSAAC will advise the Union. Compensation will be adjusted downward in accordance with the funding cuts and the parties will then bargain over the impact of any reduction or termination of funding. CSAAC will provide to the Union documentation of reduced or termination of existing or future funding. If the funding is reinstated CSAAC will immediately direct said funds to the employees.

ARTICLE 28


MODIFICATION

The provisions of this Agreement shall be conclusive as to all bargainable matters. This Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied between such parties, shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted in arbitration. The provisions of this Agreement can be amended, or otherwise altered only as set forth in this Agreement or otherwise by mutual agreement in writing and signed by the parties.

ARTICLE 29
TERM OF AGREEMENT

This Agreement is effective from June 1, 2005 to Midnight June 1, 2007. Effective 30 days prior to June 1, 2006 and ending on that date either party may serve written notice to reopen this Agreement and negotiate only over wages and benefits.

For CSAAC:



Date: 8/15/05


For SEIU, Local 500:




Date: 6/20/05

Letter of Understanding

Community Services for Autistic Adults and Children (CSAAC) and Service Employees International Union Local 500 (Union) hereby agree to the following. Effective June 1, 2005 through June 1, 2007, CSAAC shall have the right to pay overscale to any employee in the bargaining unit provided that said overscale compensation is not based on race, color, creed, ethnic origin, gender, or any other prohibited basis under federal, state or local law.


For CSAAC

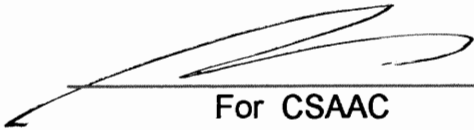
6/15/05
Date


For the Union

6/20/05
Date

Letter of Understanding

Community Services For Autistic Adults and Children (CSAAC) and Service Employees International Union Local 500 (Union) hereby agree that the following job classifications are excluded from the collective bargaining agreement between CSAAC and the Union dated June 1, 2005 through June 1, 2007: Executive Assistants (Brandi Best, and Llia Asifiev) Human Resources Assistants, and Accounting Personnel (Hue Tran, Denise Cohn, and Judy Leung).



For CSAAC

6/15/05

Date



For the Union

6/20/05

Date

Letter of Understanding

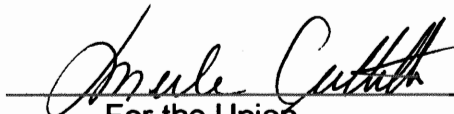
Community Services For Autistic Adults and Children (CSAAC) and Service Employees International Union Local 500 (Union) hereby agree that should the United States Internal Revenue Service declare that the meal allowance in Article 14, f. of the collective bargaining agreement between CSAAC and the Union dated June 1, 2005 through June 1, 2007 is taxable income, or the State of Maryland declares that such compensation is not permissible in said form, than CSAAC and the Union will immediately meet and agree as to the application of said compensation to Residential employees.



For CSAAC

6/15/05

Date



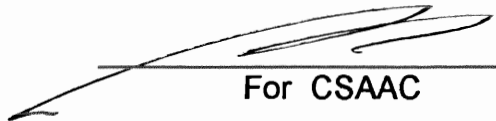
For the Union

6/30/05

Date

Letter of Understanding


Community Services For Autistic Adults and Children (CSAAC) and Service Employees International Union Local 500 (Union) hereby agree that CSAAC will continue its policies concerning forfeiture of vacation at termination and wage deduction authorization for the duration of the labor agreement dated June 1, 2005 through June 1, 2007.



For CSAAC

6/15/05

Date



For the Union

6/20/05

Date