

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, executed this 26<sup>th</sup> day of November, 2018, and entered into by and between the SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC, LOCAL 500, hereinafter designated as "SEIU, Local 500" or "the Union," and COMMUNITY MULTI-SERVICES, INC., hereinafter designated as the "Company" or "the Employer."

WITNESSETH:

WHEREAS, the parties hereto desire to regulate mutual relations between the Company and the Union with the view to securing harmonious cooperation between the Company and the Union and averting disputes.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree with each other as follows:

ARTICLE 1- UNION RECOGNITION

The Company recognizes SEIU, Local 500 as the exclusive collective bargaining representative of the following employees: Direct Support Professionals (DSPs) (who are regularly scheduled to work twenty (20) or more hours per week), and drivers/direct care aides at the Company's District of Columbia ICF/MR Group Homes.

ARTICLE II - UNION SECURITY

All employees covered by this Agreement who are on the active payroll of the Company as of the date of execution of this Agreement and are members of the Union shall maintain their membership in the Union in good standing as a condition of continued employment. All such employees on the active payroll as of the date of this Agreement who are not members of the Union and all employees hired after the date of execution of this Agreement shall become members of the Union upon completion of their probationary period or upon the execution of this Agreement, whichever is later; and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment.

For the purpose of this Section, an employee shall be considered a member of the Union in good standing if the employee tenders periodic dues and an initiation fee equal to that uniformly required as a condition of membership.

An employee who fails to maintain membership in good standing as required by this Section shall, within twenty (20) calendar days following the receipt of a written demand from the Union requesting the employee's discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

Should the Company open or otherwise acquire other ICF/MR group homes in Washington, D.C., they too will be covered by this Agreement.

ARTICLE III - CHECKOFF OF DUES; ADMINISTRATIVE CHARGES

At the time of their hire, the Company shall present to all newly hired employees in bargaining unit positions a copy of the Check-Off Authorization which shall be supplied by the Union, and a notice of Union Representation which shall also be supplied by the Union and which shall state:

Applicants for work in the classifications covered by the Agreement between SERVICE EMPLOYEES INTERNATIONAL UNION, CTW, CLC, LOCAL 500 and the Company are hereby notified that Local 500 is the sole collective bargaining agent for all employees in your classification. Continuous membership in the Union is a requirement for continued employment beyond your probationary period in your classification.

The employee shall be required to acknowledge receipt of the notification by signing it and a copy of the signed notification shall be sent to the Union with the monthly notice of new hires as required.

Upon receipt of a written authorization from an employee, the Company shall, pursuant to such authorization, deduct from the wages due said employee each month, and remit to the Union, at its Gaithersburg office, 901 Russell Avenue, Suite 300, Gaithersburg, Maryland 10879, regular monthly union dues and initiation fees as required by Article II. The initiation fee shall be paid in two (2) consecutive monthly installments beginning with the first pay period after completion of the employee's probationary period.

The Company shall be relieved from making such checkoff deductions upon:

- (a) termination of employment,
- (b) transfer to or working a job outside the bargaining unit,
- (c) layoff from work,
- (d) leave of absence, or
- (e) revocation of the checkoff authorization in accordance with its terms or with applicable law.

This provision shall not relieve any employee of the obligation to make payment of dues and initiation fees if required under Article II and applicable law.

The Company shall not be obliged to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Each month the Company shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, together with an alphabetical list of all employees from whom dues and or initiation fees have been deducted for the preceding month.

The Company agrees to furnish the Union each month with the names of newly hired employees, social security numbers, classifications of work, work sites, their dates of hire, and names of terminated employees, together with their dates of termination, and names of employees on leave of absence,

It is specifically agreed that the Company assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Company harmless from any actions, claims of proceedings, including attorney fees, by any employee arising from deductions made by the Company hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

In the event the Union requests the Employer to provide it with written documentation and/or information, management, if the requested information is lawfully sought, shall prepare what the Union has requested and the Union shall pay management an administrative fee of 15¢ per page for photostatic reproduction if the request is expected to exceed 100 pages. This fee shall be paid in advance, and management shall not be required to provide the requested information until it has received advance payment.

#### ARTICLE IV - NO STRIKE AND LOCKOUT CLAUSE

Section 1. During the term of this Agreement, the Company agrees not to lockout its employees covered by this Agreement and the Union and its members agree not to engage in any strike, sick out, slow down, picketing, or boycott.

Section 2. In the event any unit employee engages in conduct prohibited by Section 1 of this Article, the Union shall notify the employee that such conduct violates this contract 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 telegram and/or by letter from the Employer, advise that such activity by employees is unauthorized and in violation of the contract and set forth all steps taken or to be taken by the Union to end such contract violation by the employees involved.

#### ARTICLE V - MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided in this contract, the Company has the exclusive right and discretion in selection and direction of the work force, including the right to hire, promote, transfer, demote, discipline and discharge for cause; to establish reasonable rules and penalties; whenever the Employer makes changes to its rules and disciplinary policies, it shall send a copy in writing to the Union; to introduce new working methods, machines, operations and facilities; and to expand, reduce, discontinue and control the operation and business of the Employer.

Section 2. Both parties recognize that it is to their mutual advantage and for the protection of the persons residing in the facility to have efficient and uninterrupted operation of the, facility. 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.

#### ARTICLE VI - UNION RIGHTS

Section 1. Union representatives shall not have access to any of the Employer's facilities without obtaining prior written permission from Human Resources (which may be obtained by email request). The Union agrees that it may not visit with employees taking "smoke breaks" outside a group home facility. Union delegates and/or representatives may discuss employee complaints or grievances during non-work time and off premises with employees; the Employer will meet with the Union at its Silver Spring offices at mutually convenient times to discuss any such complaints or grievance, provided it does not interfere with operations.

Section 2. Bulletin board space located in the Employer's facilities shall be provided to the Union for communications to employees of a *non-political nature* and which *do not criticize the Employer* or its management and must be approved in advance by the Administrative Officer; the posting shall be placed on the bulletin board by a bargaining unit employee designated by the Union and shall be removed after it has expired or is no longer applicable.

Section 3. The work schedule of delegates shall be reasonably adjusted to permit attendance in delegate training, delegate assemblies, conventions, or regular executive board meetings provided such adjustments do not result in additional cost being incurred by the Company.

#### ARTICLE VII- EMPLOYMENT CATEGORIES

Section 1. A full time employee is an employee who is regularly scheduled to work a minimum of forty (40) hours in each seven (7) day time period, Wednesday through Tuesday.

Section 2. A regular part-time employee is an employee who is regularly scheduled to work twenty (20) or more hours but less than forty (40) hours in each seven (7) day time period, Wednesday through Tuesday. Regular part time employees scheduled to work thirty (30) or more hours in the workweek shall be eligible to receive Company benefits as if scheduled a full time work schedule.

Section 3. A casual employee is an employee who is regularly scheduled to work less than twenty (20) hours per week. Casual employees are not covered by the terms of this agreement, but there shall be no restriction or limitation on the use of casual employees to perform bargaining unit work.

#### ARTICLE VIII- PROBATIONARY PERIOD

All newly hired employees shall be considered probationary employees for a period of ninety (90) calendar days. During such probationary period an employee may be disciplined or discharged without recourse to the grievance and arbitration procedure. Such probationary period may be extended an additional thirty (30) calendar days upon management's written notification to the Union, which notice must be sent not later than five (5) days prior to the expiration of the individual's probationary period. A probationary employee will be given an explanation of his/her deficiency no later than eighty (80) days into the probationary period if the Employer decides to seek an extension to the probationary period.

#### ARTICLE IX - SENIORITY

Section 1. Seniority shall be determined by the date of last hire. An employee's seniority shall commence after the completion of their probationary period and shall be retroactive to the date of last hire.

Section 2. Seniority shall accrue during any continuous authorized leave of absence provided the Employee returns to work immediately following the expiration of such leave of absence; and during a period of continuous layoff, if the Employee is recalled into employment.

Section 3. An employee's seniority shall be lost and employment rights terminated for the following reasons:

(a) Voluntary quit;

(b) For an employee with less than one (1) year of seniority, layoff from work of six (6) consecutive months; for an employee with one (1) year or more of seniority, layoff from work for twelve (12) consecutive months.

(c) Employee is absent for three (3) consecutive working days without notifying the Company without reasonable excuse.

(d) Employee, who is laid off and is notified to report to work, fails to notify the Company of his intentions within seven (7) working days after receiving such notice without reasonable excuse.

(e) Discharge for just and proper cause.

(f) Failure to return from any period of approved leave on the day scheduled for return without notice and authorization to extend leave.

Section 4. Seniority shall apply in the computation and determination of eligibility of all benefits where length of service is a factor as herein provided.

Section 5. Whenever the Employer determines that business conditions require a permanent, or long-term, reduction in force, that is, where it cannot project a recall within the foreseeable future, the Employer shall implement a severance program. An employee with at least one year of seniority shall receive severance pay according to the following schedule:

- 1-3 years - one (1) week's base pay
- 4-6 years - two (2) week's base pay
- 7 years or more - three (3) week's base pay

An employee receiving severance pay shall be removed from the seniority roster and be ineligible for recall.

Section 6. LAYOFF

(a) When the Company determines that a layoff is necessary, the Company shall notify the Union and inform them of the Home, classification(s) and number of employee(s) affected.

(b) In the event of layoff within a job classification, probationary, employees shall be laid off first without regard to the individual periods of employment. Non-probationary employees shall be next to be laid off based on seniority. If, after the layoff, a change in hours of some employees is required to maintain the proper balance of full-time and part-time employees, it shall be accomplished first by soliciting volunteers and then by seniority.

(c) An employee who is laid off:

1. Shall be paid through the last day worked.
2. Shall receive cash payment for accrued but unused vacation and holiday time.
3. Shall receive two (2) weeks prior notice of layoff, or, in lieu of all or part of such notice, shall be paid an amount not to exceed two (2) weeks of the employee's base pay.
4. For the purposes of this subsection (e) and for subsection 5 above, "week's base pay" shall be the employee's hourly rate of pay multiplied by the average number of hours per week the employee had been scheduled to work during the preceding six (6) months.

Section 7. RECALL

(a) Whenever a vacancy occurs in a job, employees who are on layoff in that job shall be recalled on the basis of seniority.

(b) Probationary employees who have been laid off shall have no recall rights.

(c) Employees with less than one (1) year of seniority have recall rights not to exceed six (6) months; employees with one (1) or more years of seniority have recall rights not to exceed twelve (12) months. The Company's obligation to recall an employee of the recall list is fulfilled once the Company provides the laid off employee one verifiable attempt or opportunity to return to work.

(d) A laid off employee offered recall must present himself for work within seven (7) calendar days after being offered recall or he forfeits his recall rights.

(e) It shall be the responsibility of the employee to provide the Company their current mailing address and telephone number.

Section 8. PROMOTION AND TRANSFER -In the event a position of employment covered by this Agreement opens in any facility within the Company, the Company shall post such opening in all facilities within the Company in a mutually acceptable location. The posted information shall include the job category, starting wage, the qualifications, shift and schedule, and the immediate supervisor. The position shall be posted for seven (7) calendar days. Any employee wishing to be considered for the position shall advise in writing both his/her current supervisor and the immediate supervisor for the posted position, and the Company shall fill such position based upon seniority of qualified employees for the position. In the event of an emergency situation arises wherein, the safety and well being of the resident, staff member and/or management person is threatened, staff may be transferred immediately without two (2) weeks notice to any available position in the bargaining unit. Such transfer will be effective until the Company has conducted a thorough investigation.

Section 9. TRANSFER OUTSIDE BARGAINING UNIT - Employees may be selected for transfer or promotion to a position excluded from the bargaining unit at the Company's discretion, provided the employees selected consent. An employee so selected may be returned, at his/her option or at the Company's option, to his/her former job classification or its equivalent within the bargaining unit without loss of seniority, within six (6) months thereafter.

ARTICLE X - NO DISCRIMINATION

Neither the Company nor the Union shall discriminate against or in favor of any employee on account of race, color, creed, national origin, religion, sex, political belief, sexual preference, union activity, handicap, or veteran status.

ARTICLE XI - HOURS OF WORK

Section 1. The normal work week shall be forty (40) hours, Wednesday through Tuesday. However, in an effort to meet the obligation of providing the best possible patient care, the Company may schedule some employees to work fewer than forty (40) hours in one (1) week and more than forty (40) in the next week. Nothing in this Agreement shall be construed as a

guarantee by CMS of hours worked per day, per week or per year. CMS retains the authority to prescribe assignments hours and tour of duty in order to assure proper patient care.

Section 2. Employees shall be paid time and one half their base rate of pay for all hours worked in excess of forty (40) hours in a week. There shall be no mandatory overtime other than in emergency situations; it is understood that an employee's failure to show up and relieve an employee whose shift has ended constitutes an emergency, and the Employer agrees to do its best to secure coverage to relieve the employee whose scheduled shift has ended as quickly as possible. An employee required to work past their shift will be paid at a "Premium Rate" (Hourly Rate plus \$1.00 per hour) for hours worked after their own shift is finished if their hours worked that week are under forty (40); if their hours actually worked exceed forty (40), they will be compensated in accordance with the Fair Labor Standard Act, as amended (FLSA). Employees' schedules shall not be altered to avoid the payment of overtime unless agreed upon by both parties. Overtime may be authorized after the fact, in an emergency situation. Bargaining unit employees shall be required to work overtime when necessary to meet the operational needs of the Company. In case of emergency, the Company shall fill its overtime needs from among qualified employees within the same classification, but on a seniority basis. In doing so, the Company shall give first preference to the most senior, if possible, the Employer shall first seek a volunteer from among those qualified to perform the work at the facility to cover the shift from those presently at work at the facility involved. If no employee presently at work volunteers, the Employer agrees to do its best to relieve the employee from a list of those not presently at work, then go to the least senior. Part-time workers may be used to cover leave time with notice to the Union on a monthly basis.

Section 3. The work schedule shall be posted for a one (1) month period at least three (3) days prior to the beginning of the schedule. Any changes as to days, location or shift from the previous month's schedule shall be discussed at least two (2) weeks in advance with the affected employee(s) and the delegates. An employee's posted schedule shall not be changed : without the employee's approval.

Section 4. Employees shall have the right to trade days off upon written request and authorization from the Director of Human Resources and provided it does not cause the payment of overtime. Such request must be made at least five (5) days in advance.

Section 5. If an employee is called into work at times other than their posted schedule, they shall be paid at least four (4) hours pay.

Section 6. There shall be no pyramiding or duplication in the computation of overtime and other premium wages, and nothing in this Agreement shall be construed to require the payment of overtime and other premium pay more than once for the same hours worked. If more than one of the provisions of this Agreement shall be applicable to any time involved by an employee, he shall be paid for such time at the highest rate specified in any of such applicable provisions, but he shall not be entitled to additional pay for such time under any other of such provisions.

Section 7. When an employee accompanies a client on vacation, that employee shall be compensated at his/her regular rate of pay for all hours of work and for up to four (4) hours of travel time. Additional hours will be paid only if management is notified of the need for those hours to work and authorizes such hours in advance of their being worked.

Section 8. The Company will establish an "Overtime Pool" from among the members of the bargaining unit who desire to work overtime. Overtime will be granted on a rotating basis, starting with the most senior and so on. If an employee refuses to work overtime

when his/her turn comes, that employee's name will be taken off the list, except that if the employee's refusal is for good cause acceptable to the Employer, the refusal shall be treated as if worked for rotational purposes, and the employee will be offered overtime work in the future.

## ARTICLE XII- VACATION

Section 1. Paid Vacation - Vacation accrual begins on the first day of hire. The Company shall grant employees vacation with pay under the following schedule:

<u>Company Seniority</u>	<u>Paid Vacation</u>
Over one (1) year but less than three (3) years	Five (5) work days per year Ten
Three (3) years but less than seven (7) years	(10) work days per year Fifteen
Seven (7) years or more	(15) work days per year

All current (May, 2008) employees who, as of June 19, 2008, have worked twenty (20) years or more, shall be grandfathered and continue to receive twenty (20) work days per year as their paid vacation benefit.

New Full time and regular part time employees regularly scheduled to work thirty-two (32) or more hours per workweek must actually work at least 130 working days to be eligible to take two (2) vacation day after six months of employment. Full time and regularly scheduled to work thirty-two (32) or more hours per week must actually work 182.5 working days in a year to earn vacation benefits. For purposes of this Section, vacation days paid and holidays paid shall be treated as days "actually work[ed]" in calculating eligibility for vacation.

### Section 2. Vacation Period

Vacation earned during one vacation year shall be taken prior to the employees' next anniversary. Vacation will not be allowed to accumulate and carry over into a subsequent vacation year. Each employee's vacation period shall be designated by the Company to meet operating conditions, provided however, that the period preferable to the employee according to Company seniority within the job classification shall be selected whenever possible. In no case shall vacation be taken in periods of less than one day.

### Section 3. Usage

(a) Use of vacation must be requested in advance to the supervisor making out the schedule and is subject to the approval of the Director of Human Resources or his designees. Approval may be denied based on scheduling needs, but vacation requests will not be unreasonably denied. Vacation requests submitted with four (4) weeks notice will normally be granted and if there is a conflict between employees, vacations will be granted based on seniority. Vacation requests will be answered in writing within five (5) working days. Effective the first day of the payroll period following execution of this Agreement, paid vacation shall be scheduled as follows: Vacation shall be made available by the Employer during all fifty-two (52) weeks of the year. Each December 1, or the next working day thereafter, beginning December 1, 2004, the Employer will post a vacation list at each of its group home facilities to allow employees to indicate their preferences for vacation by seniority. On December 15 or the next working day thereafter, the Personnel Department shall collect these indications of preference, and by January 1 or the next workday, the Personnel Department shall publish a list showing vacation selected by employees. Employees indicating their preference shall be asked to show a first, second and third preference. In addition, so that junior employees are afforded a reasonable opportunity to have at least part of their vacations during the summer months, no employee shall be permitted to take more than ten (10) days paid vacation between June 1 and September 30 of any calendar year. In the event an employee does not select or indicate a vacation preference in a timely manner, that

employee will have to request vacation time from the then available weeks that have not already been selected in the above process through the Personnel Department. Employees shall be informed of management's action with respect to a vacation request promptly, within ten (10) business days after the Personnel Department receives the request. Any employee failing to utilize his or her vacation benefit during the year shall not be allowed to carry it over to the next year, unless the employee fails to utilize the vacation benefit at the request of the Employer.

(b) Employees shall be paid their vacation pay by separate check on their last scheduled workday prior to starting their vacation.

(c) Upon an employee's termination of employment, *provided* the employee has given the Employer two (2) weeks advance notice of intention to resign, retire or quit, the employee shall be paid for all unused but accrued vacation through the last day the employee actually works, it being understood that in the event an employee is terminated for dishonesty, theft, gross misconduct (including but not limited to gross insubordination, fighting, neglect and/or abuse of individuals), or who fails to give the Employer at least two (2) weeks advance notice of his or her intention to, resign, quit or retire, any such accrued vacation shall be forfeited.

#### ARTICLE XIII - SICK LEAVE

Section 1. Definition - Sick leave is the time during which a qualified employee is on paid absence from work as the result of a disabling sickness or injury.

Section 2. Intended Uses

(a) For a qualified employee or a person the employee is responsible for such as a spouse or dependent.

(b) For a physician or dentist appointment by a qualified employee or a person the employee is responsible for.

Section 3. Qualified Employees - All full time and part time employees as defined in EMPLOYMENT CATEGORIES Article of this Agreement who have completed their probationary period.

Section 4. Accrual

(a) Sick leave is earned at the rate of eight (8) days per year (2.67 hours per pay period).

(b) A maximum of one hundred sixty (160) hours of sick leave may be accrued.

(c) Leave without pay shall not be used to calculate earned sick leave.

Section 5. Usage

(a) Paid sick time shall not be used to calculate eligibility for overtime compensation.

(b) Sick leave may not be granted in advance of the time it is earned.

(c) Accumulated vacation and holiday time may be used for sick leave after all accumulated sick leave has been exhausted. If absent from work after exhausting all accumulated leave privileges, the employee will then be recorded as on leave without pay.

Section 6. Supervisor Notification.

Employees are required to notify their immediate supervisor as soon as they are aware they will be unable to report to work. This should be not later than three (3) hours before the scheduled starting time. The Company shall then make every effort to replace the worker. A Direct Support Professional (DSP) should contact his/her immediate Supervisor (Residential Manager or QIDP) to report a call out due to sickness at least three (3) hours prior to the start of his/her shift. If the immediate supervisor does not answer the call, the DSP is expected to leave a voice message explaining the circumstances. The DSP should allow at least fifteen (15) minutes for a reply from the Supervisor. If the DSP does not receive a response within fifteen (15) from the Supervisor, the SP should immediately call his/her QIDP and follow the same procedures. If there is no response, the employee has given his/her three (3) hour notice.

Section 7. Supervisor Verification - In the case of an illness in excess of three (3) days, the immediate supervisor may:

(a) Request a doctor's certificate to verify employee's ability to perform assigned job duties and responsibilities.

(b) During an employee's absence, require the employee to be examined by a Physician of the Company's choosing and at the Company's expense.

Section 8. Employees may use accumulated sick leave to cover the difference between what they are paid under Workers' Compensation and what they would normally earn provided the combination does not exceed their regular weekly earnings.

Section 9. Effective upon execution of this Agreement, employees having accumulated sick leave may elect to sell back up to five (5) days of such sick leave per year, which the Employer will buy at fifty percent (50%) of the employee's rate of pay. Any employee wishing to do so must inform the Employer of their desire to sell back such days, and how many, not later than by November 15, and the Employer will issue a separate check on the first payday in December.

#### ARTICLE XIV - HOLIDAYS

Section 1. Eligibility - Employees must have completed their probationary period to earn holidays. Employees earn holidays if they work their scheduled day before and their Scheduled day after a holiday.

Section 2. Observation - The Company shall grant employees the following holidays with pay: New Year's Day, Martin Luther King Day, President's Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

Section 3. Usage.

Upon termination, holidays earned but not used are treated as vacation.

## ARTICLE XV - OTHER PAID LEAVES

Section 1.      Military Leave - Military leave is paid leave granted to full time employees for fulfillment of obligations in the United States Military Service.

- purposes:
- (a)      A maximum of ten (10) working days per year may be granted for official military
    - 1          Military leave shall not be charged against any other form of earned
    - 2.        Military leave shall not be accumulated from year to year.
    - 3.        Upon employment termination, no compensation will be granted for , unused military leave.
  - (b)      Full time employees may be paid up to ten (10) days pay minus any pay received from the government of the United States for military service. A military pay record shall be presented by the employee to verify compensation amounts received before they will be paid for the leave.
  - (c)      All other aspects of Military Leave shall be granted in accordance with applicable law.

Section 2. Jury Duty Leave – An employee required by a court to report for or serve on a jury on any day an employee would normally be working shall be paid the difference between the employee's usual daily straight time hours of work lost by reason of jury duty up to eight (8) working days per year. To be eligible for such compensation for jury duty, an employee must have completed his/her probationary period, must present the notice or summons for jury duty to the supervisor or department head (as designated) as soon as it is received by the employee, and must present to the supervisor or department head (as designated) a letter from the clerk of court stating the time and may request that the employee be excused or exempted from jury duty if in the opinion of the Company, the employee's services are essential at the time of the proposed jury service. To be eligible for benefits under this section, an employee must submit proof of days served. Employees will be entitled to contractual benefits during leaves under this Section.

Section 3.      Bereavement Leave - Employees who have completed their probationary period shall be granted a leave of absence with pay, at their regular rate, for a maximum of three (3) regular scheduled work days, in case of death in their immediate family, namely: husband or wife, child, brother or sister, parent or parent-in-law, foster parent or legal guardian, grandparent or grandchild, provided the employee is prepared to offer valid proof of death and proof of relationship upon request. It is understood and agreed by the parties that , bereavement leave must be used for an occasion specific to a death in the immediate family (as' ; defined above) and must be used not later than three (3) weeks of the date of death.

## ARTICLE XVI - UNPAID LEAVE OF ABSENCE

Section 1.      Disability leave of absence, including maternity leave, shall be granted for employees for up to six (6) months in cases of illnesses, disability, or pregnancy. The Company may require proof of condition prior to granting such leave. Such leaves shall be extended for up to six (6) months if warranted.

Section 2. Personal or educational leaves of absence may be granted, to employees who have completed one year of employment with the company, for any personal need for up to six (6) months. Such leaves shall not be unreasonably denied, and may be extended for up to an additional six (6) month period.

Section 3. A leave of absence for a period not to exceed one (1) year shall be granted at the Union's written request to not more than three (3) employees who have one (1) or more years of Company seniority in order to accept a full-time position with the Union, provided such leave will not interfere with the operations of the Company. Such leave may be extended for an additional one (1) year period.

Section 4. No benefits are accrued during an unpaid leave of absence, however seniority shall accrue.

Section 5. Upon return from a leave of absence within three (3) months an employee shall be returned to the same job, home, and shift as when the leave began; except in situations where operating conditions in the home have changed.

#### ARTICLE XVII - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The Union and the Company recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that arise under this Agreement. To this end the Union, the employees, and the Company agree that the provisions of this Article shall provide the means of settlement of all grievances of employees.

Section 2. Oral Stage: An employee who believes that he or she has a grievance shall have the right to verbally present the grievance on an informal basis to the employee's immediate supervisor or designee.

Section 3. Step One: If the grievant is not satisfied with the disposition at the Oral Stage, or if the Supervisor does not respond, 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 Director of Human Resources or his/her designee within twenty-one (21) calendar days from the date of their occurrence or it shall be considered waived. 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 representative. A hearing shall be scheduled within ten (10) calendar days of the receipt of the written grievance. The Employer shall have fifteen (15) calendar days from the closing date of the hearing to provide a written response to the Union. If management fails to respond within the time limits specified the Union may advance the grievance to the next step of the grievance procedure.

Section 4. Any grievance concerning the interpretation, application or alleged breach of any specific provision of this Agreement that has been properly processed through the grievance procedure as set forth in the grievance procedure of this article and has not been settled at the conclusion thereof may be appealed to arbitration by the Union by serving notice on the Company within thirty (30) calendar days after the Company's answer at Step 1 of the said grievance procedure. If the Union fails to serve such notice of its intention to arbitrate within this time limitation, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure.

Section 5. If the Union and the Company are unable to agree upon the selection of an arbitrator within seven (7) calendar days after the Union's notice of appeal to arbitration, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish an arbitration panel of seven (7) arbitrators, one of whom may be designated by the parties to act as the arbitrator of the grievance. If no agreement can be reached as to the arbitrator within seven (7) calendar days after the receipt of said list, the Union and the Company shall jointly petition the FMCS to furnish a second list of not less than seven (7) arbitrators, one to be selected within seven (7) calendar days of the receipt of the list to act as the arbitrator of 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. 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.

Section 6. The parties may extend the time frames set forth in this Article so long as such extension is in writing and signed by both parties.

Section 7. No reprisals of any kind shall be taken by the Employer 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 their protected concerted activity.

Section 8. Arbitrator's Jurisdiction - the jurisdiction of the arbitrator of the grievance and his opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and the Company. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Company and the Union.

The award in writing of the arbitrator within his jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved employee or employees, the Union and the Company.

Section 9. Arbitration Expenses - The Union and the Employer shall each bear their own expenses with respect to payment of witnesses and attorneys fees, but the loser of the arbitration shall pay the cost of renting the hearing room and the arbitrator's fee. The arbitrator shall designate, for purposes of this Section, which party shall be deemed the loser.

Section 10. Limitation of Backpay - In the event an arbitration involving the discharge of an employee or his or her permanent layoff, no employee ordered reinstated by the arbitrator shall receive more than backpay less any interim earnings and/or unemployment compensation benefits received by the terminated employee; an employee refusing to furnish the Employer with evidence of interim earnings shall be deemed to have worked the entire period subsequent to his or her discharge.

Section 11. If the discharge of an employee results from conduct relating to a client and the client does not appear at the arbitration, the arbitrator shall not consider the failure of the client to appear as prejudicial.

#### ARTICLE XVIII- PERSONNEL RECORDS

Employees are permitted to review the contents of their personnel files subject to the following conditions:

1. The request for review must be in writing.

2. Area Management or, if at the Corporate office, the Director of Human Resources will schedule the date and time, during normal office working hours, and will advise the employee's supervisor of the time and place for the review.

3. Area Management, their designee, or the Director of Human Resources will be present when the employee reviews the file.

4. The employee may not copy or remove material in the file but may make notes from the personnel file. The employee may have written statements attached to their file to supplement records that they believe are not accurate, timely or complete.

5. If an employee requests copies of items from his/her file, they will be copied, marked "DUPLICATE", and provided to the employee by management at a later date, convenient to both parties. A reasonable fee may be charged for such copies.

Disciplinary actions, or material related thereto, shall be removed from an employee's personnel file after one (1) year from the date of the action.

6. The Employer shall continue to evaluate employees in accordance with its current practice.

#### ARTICLE XIX - LABOR/MANAGEMENT COMMITTEE

Section 1. Purpose - A Labor/Management Committee shall be established to meet jointly in an effort to solve problems, communicate concerns, review policy and procedure develop and propose new ideas.

Section 2. Membership - The membership shall be made up of Unit Delegates, Program Directors, and Operation Manager/Designee and Union representatives.

Section 3. Meeting Frequency - The Committee shall meet quarterly or more often by mutual agreement upon request by either party.

Section 4. Meeting Location and Time

1.

Meetings will be held at locations convenient to both parties.

2.

Meetings will be held so as not to effect the operations of the home.

#### ARTICLE XX - WAGES

1. Bargaining Unit Employees on the Payroll as of the date of Ratification of this contract shall be grandfathered for all current pay rates.

DSPs will be compensated at a higher hourly rate accounting for their experience and judgement as follows:

DSP / One on One – DHCF rate plus \$1.00

DSP/ TME's applicable –DHCF rate plus \$1.00

DSP / Driver –DHCF rate plus \$0.40

2. For employees hired on or after the date of ratification, Direct Support Professional ("DSP") shall be paid the additional \$1 per hour experience and judgment payment in Article XX only for those hours where medication is authorized to be administered

Effective the first payroll period following ratification of this Agreement, the Employer shall adjust the hourly wage rate of all employees who formerly worked as drivers and later were offered positions in the driver/direct care aide classification to be in line with the hourly rate of a direct care aide. Additionally, all employees shall be paid the applicable wage/hourly rate set forth by the Department of Health Care Finance (DHCF) in effect when such employees perform driving duties. All current and future wage hourly rate will be determined by the Department of Health Care Finance. When employees are required to be available to perform driving duties during any shift, they shall be paid the applicable wage referred to hereinabove for a minimum of two (2) hours per shift, regardless of the time spent performing driving duties. The Employer shall track the hours an employee actually performs driving duties.

Section 2. Employees' wage rates shall be frozen during the life of this Agreement. However, the parties agree that in the event the U.S. Department of Health Care Planning, or such other Government entity which funds the Employer's group homes (ICFMR) programs, grants an increase or new funding from the Government during the second and/or third years of this Agreement, the Employer shall notify the Union in writing not later than thirty (30) days after the Employer receives official notice and the date(s) on which such increase or new funding shall take effect. If, after receiving such written notice from the Employer, the Union wishes to reopen this Agreement for the purposes of negotiating about increasing wage rates for the members of the bargaining unit, the Union shall give the Employer not less than thirty (30) days written notice of its wish to enter into such discussions.

The parties shall meet promptly thereafter. No agreement reached by the parties or decision of an arbitrator, as the case may be, in connection with this provision shall become effective until the first payroll period following the date on which the Employer actually receives the promised funds from the Government. If no resolution or settlement has been reached within thirty (30) days of the inception of such negotiations, either party may submit the matter to binding arbitration in accordance with Article XVII of this Agreement. The Arbitrator, after conducting a hearing and considering the post-hearing briefs or memoranda submitted by the parties, shall select the final written offer of either party and issue his decision and reasons therefor in a written opinion. In making his decision, the Arbitrator shall give the matter priority consideration and shall not have the authority to modify either party's final offer or to impose a wage rate which differs in any way from either party's final offer.

In the event this Agreement is reopened pursuant to the above procedures, Article IV shall continue in effect.

Section 3. In the event there is a vacancy in any facility, the Employer shall post such vacancy and permit qualified seniority employees to bid to fill such positions on a regular, or permanent, basis, it being understood that the Employer may fill the vacancy on a temporary basis 'in its discretion. In selecting an employee to fill the vacancy on a permanent basis, the Employer 'shall consider seniority, attendance and the applicants' work records.

Section 4. In the event there is a temporary vacancy in any facility of less than seven (7) days, the Employer may fill it at its discretion. In the event a temporary vacancy appears to require that it be filled for eight (8) or more days, the Employer shall post the vacancy and will select an employee to fill the vacancy from amongst the group of employees who have signed a list indicating their willingness to fill such vacancies; if there are insufficient employees on the list, the Employer shall fill the vacancy in its discretion.

Section 5. In the event the Employer transfers an individual to fill a temporary vacancy of less than seven (7) days, the employee transferred shall be paid at his or her regular rate of pay for work at the new job location; if the transfer is for eight (8) or more days, the employee shall be paid the higher of his or her own rate of pay or the rate of the facility for all hours worked after the second day of the transfer.

Section 6. Payday will normally be every other Friday.

Section 7. The parties acknowledge that the issue of whether the District of Columbia living Wage Act applies to the Employer is an unresolved question of law. In the event a final determination has been made-including court challenges, if applicable-that the Employer is required to pay its employees the amount specified in the Living Wage Act, the parties agree that the Employer shall comply with the Act.

#### ARTICLE XXI - HEALTH AND WELFARE BENEFITS AND SECTION 403(b) PLAN

Section 1. Effective as soon after the execution date as is practicable, the Employer will establish a Section 403(b) Plan to be used as a retirement plan for eligible employees. The Employer shall contribute Ten Dollars (\$10.00) in any month during which the employee contributes Twenty-Five Dollars (\$25.00) or more to such Plan. The Employer shall have the right to amend such Plan in its discretion and/or as required by law, with notice to the Union.

Section 2. The Employer will make health care and dental care available to non-probationary bargaining unit employees and will pay seventy-five percent (75%) of the premium, with the employee paying twenty-five percent (25%) of the premium through payroll deductions; these percentages shall apply to any increases in premiums during the term of this Agreement. The Employer shall have the right to change insurance carrier(s) from time to time, with written notice to the Union, provided the benefits in any substitute plan(s) are substantially equivalent or better than the plan(s) provided by the current carrier. The Employer, as of the execution date of this Agreement, is providing health care and dental care through Care First Blue Choice.

Section 3. The Employer shall provide \$25, 0000 of term life insurance for non-probationary employees .

#### ARTICLE XXII - MISCELLANEOUS PROVISIONS

Section 1. Snow Emergencies - Employees shall be given a one (1) hour grace period during Snow Emergencies. During a Snow Emergency, employees shall be allowed up to an hour, without pay, past their scheduled reporting time before being penalized as late.

Section 2. Training - The Employer agrees that whenever federal, State or local law mandates training or retraining in order for an employee to maintain or attain qualification to fill his or her current position, the Employer will reimburse the employee for any tuition expense paid by the employee upon his or her presentation to the Employer of a written receipt of such

expenditure, it being understood that such reimbursement will take place at the end of the period for which the certification is issued. In the event an employee quits or retires prior to the end of the certification period, the Employer will reimburse a pro-rata portion of the expense related to length of the certification period the employee continued to work for the Employer.

The Employer will continue to conduct TME training for employees in-house at no extra charge to the employees. The Employer will pay one half (1/2) of the incidental expenses directly resulting from any training mandated by law as provided in this Section, including but not limited to certification, background checks, obtainment of photo identification, and the like, provided those expenses are incidental to the training. The Employer shall pay its share of the expenses as noted above at the end of the next twelve (12) months in which the employee has actually worked at least 1300 hours, which twelve (12) month period shall be measured from the date of certification, evidenced by receipts for such incidental costs actually incurred by the employee. In the event the employee leaves the Company's employ before actually working 1300 hours, he or she shall be responsible for the entire amount of incidental expenses and shall not receive any reimbursement from the Company.

With respect to CPR training, the Company will continue to offer such training in-house at the reduced rate of \$45.00 per session, as it currently does (the \$45.00 amount covers a two (2) year certificate). However, in the event an employee lets his or her CPR certification lapse and is required to take a class at a time when the Company does not have a CPR training class scheduled, such employee shall continue to be responsible for obtaining CPR training on his or her own at his or her own expense. With respect to food and sanitation training, the Company will continue to absorb one-half (1/2) the cost, with the employee absorbing the other half.

Section 3. SEIU. Local 500 Political Action Committee (PAC) - Attached as Exhibit A to this Agreement is a copy of the Employee Enrollment Authorization form which employees shall use in designating contributions to be deducted each pay period and remitted monthly to the Union's PAC, together with a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 4. Past Practices - No employee shall sustain any loss in condition or employment as practiced heretofore.

Section 5. Non-Discrimination - The Employer and the Union agree to follow equal employment opportunity practices in the interpretation and application of this Agreement. The Employer shall continue to maintain its current employment practices, including its policies and practices relating to harassment, sexual or otherwise, but no complaint or grievance under the Grievance and Arbitration provisions of this Agreement may be filed with respect to a question of discrimination, as such matters shall be pursued in accordance with the Company's policies and practices, and/or in accordance with the District of Columbia and/or federal statutory provisions in effect, or as they may be amended.

Section 6. Client Behavioral Plans - The Employer agrees to continue its present practice of making employees aware of a client's, or clients', behavioral plans.

Section 7. Culture of Mutual Respect - The parties agree that it is in their mutual interest to encourage and promote a culture of mutual respect in the workplace and commit to regularly reminding employees and management as an agenda item at membership meetings and management meetings, as the case may be.

ARTICLE XXIII- DURATION

This Agreement shall be in effect from the first day of the payroll period immediately following the date of its execution for two (2) years, until the 20<sup>th</sup> day of November ~~2020~~ 2018; and thereafter it shall automatically continue from year-to-year unless either party serves written notice by certified United States mail, postage prepaid, return receipt requested, on the other party, not more than 120 days nor less than ninety (90) days prior to any expiration date that changes are desired, and in the event such notice is given, the parties shall promptly enter into negotiations with respect to the subject of the notice.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, CTW, CLC, LOCAL 500

By: *Maria Colletta*

10/14/18

Date

COMMUNITY MULTI-SERVICES, INC.

By: *John E. Reese*

11/26/18

Date