

AGREEMENT

Between

CHI CENTERS, INC.

And

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 500, CtW

July 1, 2018- June 30, 2021

## Table of Contents

Article 1 - Recognition and Coverage.....	3
Article 2 – Management Rights .....	4
Article 3 – Union Security and Check Off.....	4
Article 4 – Wages and Overtime .....	5
Article 5 - Over Scale.....	6
Article 6 - Hours of Work.....	6
Article 7 - Out of Town and Local Travel .....	7
Article 8 - Training.....	9
Article 9 - Seniority .....	10
Article 10 - Sick Leave .....	12
Article 11 – Annual Leave.....	14
Article 12 - Holidays .....	15
Article 13- Funeral Leave .....	16
Article 14 - Jury Duty.....	16
Article 15- Military Leave .....	16
Article 16 - Health Insurance, Life, and Disability Insurance.....	17
Article 17 - Joint Labor Management Committee .....	17
Article 18 - Non Discrimination.....	18
Article 19 - Transportation Department.....	19
Article 20 - Safety .....	19
Article 21 - Union Rights.....	20
Article 22 - Discipline and Discharge.....	20
Article 23- Grievance Procedure and Arbitration .....	21
Article 24- Personnel Files.....	23
Article 25 - No Strike and No Lockout.....	24
Article 26 - Deduction Authorization under Maryland Law .....	24
Article 27 - Cell Phone Stipend for Therap Program .....	24
Article 28 - Modification .....	25
Article 29 - Length of Agreement .....	25

This Agreement, effective this 1st day of April 2016, entered into between CHI Centers Inc., located at 10501 New Hampshire Ave Silver Spring, MD to as "CHI" and SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, LOCAL 500 hereinafter referenced to as the "Union."

### **Article 1 - Recognition and Coverage**

1. CHI recognizes the Union as the exclusive collective bargaining representative of the employees of CHI 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 employed by CHI; but excluding all other employees, irregular, intermittent or casual employees, temporary employees, volunteers, professional employees, contract workers, program participants, nurses (licensed practical nurses and registered nurses), confidential employees (including all Human Resource, Finance and Administration clerical employees), managers, guards and supervisors as defined in the Act. The job titles of Chief Mechanic, Dispatcher and Resource Managers are recognized as in the classification of those excluded as managers or supervisors.
3. All employees newly hired or rehired after termination of their seniority, shall be considered "probationary" employees until completion of ninety (90) calendar days of employment. Applicable medical insurance, dental insurance, life insurance and disability insurance shall begin upon completion of the first day of the month following the Ninetieth (90) day of employment with CHI. For medical insurance only this date may be adjusted to the last possible date mandated by any federal, state or local law. During the probationary period, CHI 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 agreement of the union, CHI may also extend the probationary period to allow an employee to meet licensing requirements from the applicable county, state, or federal authority. With notice to the Union, CHI may also identify key job positions filled by internal transfer or promotion where it can require an additional sixty (60) day probationary period for that particular position, provided that the employee who is awarded the position is not currently working in the same classification. Where a new probationary period is required due to movement to a different job classification, if the employee does not successfully complete the probationary period, he/she shall be returned to their previously held position or a similar position upon agreement of the employee and CHI and upon notice and consent by the Union. For those persons whose probation has been extended for licensing requirements, if CHI has failed to provide the proper training for those requirements in a timely manner during the period of the probation extension, CHI 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.

4. A temporary employee excluded from the bargaining unit is one who is hired by CHI and paid on the CHI 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).
5. CHI may employ or contract for the employment of 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, CHI 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 including but not limited to the establishment of working rules, scheduling and assignment, and related terms and conditions of employment; determination of light duty eligibility and assignments, 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; to evaluate performance; 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 determine employee qualifications for continuing employment and to conduct medical examinations of employees as required by law or to determine work status, 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 – Union Security and Check Off**

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 bylaws of the Union.
4. CHI 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 CID to comply with this article.
5. CHI 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 CHI 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 CHI will provide to the union electronically the names, addresses, and social security numbers of all employees in the unit.

#### **Article 4 – Wages and Overtime**

1. The minimum pay rates for bargaining unit members under this agreement are set forth by Federal, State, and County Statute and will be the sole determinant of minimum but not maximum rates of pay for covered employees. The current rates, subject to change based on these statutes, are:

July 1, 2018 - \$12.50 per hour

July 1, 2019 - \$13.75 per hour

July 1, 2020 - \$15.00 per hour

2. Effective the first full pay period after July 1, 2018, all employees who are above the minimum wage rate of \$12.50 per hour shall be receive a one time increase of 1% of their hourly wage conditioned on the ratification of this agreement by the Union.
3. Effective the first full pay period after July 1, 2019, all employees who are above the minimum wage rate of \$13.75 per hour shall be receive a one time increase of 1% of their hourly wage conditioned on the ratification of this agreement by the Union.
4. Effective the first full pay period after July 1, 2020, all employees who are above the minimum wage rate of \$15.00 per hour shall be receive a one time increase of 1% of their hourly wage conditioned on the ratification of this agreement by the Union.
5. Employees who are required or authorized to work by an appropriate supervisor in excess (40) forty hours worked 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. CHI agrees that the provisions of the Fair Labor Standards Act shall apply to its employees covered by this agreement.
6. There shall be no pyramiding of overtime under this agreement.

#### **Article 5 - Over Scale**

CHI shall have the right to pay over scale to any employee in the bargaining unit provided that said over scale compensation is not based on race, color, creed, ethnic origin, gender, or any other prohibited basis under federal, state or local law. Bargaining unit members who are over scale as of the effective date of this agreement, shall not have their rate of pay reduced as a result of this agreement.

#### **Article 6 - Hours of Work**

1. For purposes of this Agreement, full-time employees are those employees regularly scheduled to work at least 37.5 hours in the workweek as set by CHI.
2. Any time during which CHI requires an employee to be with a client, including mealtimes of a client where staff is not relieved, is time worked by the employee. This contemplates direct client engagement and not situations where the employee may be waiting to be engaged

in situations such as an awake overnight assignment or other time not considered hours worked under the Fair Labor Standards Act or other relevant law.

3. Employees who work six (6) or more hours per day, shall be provided a thirty (30) minute duty free meal period. In exigent circumstances involving comfort safety, this provision may be waived. Under no circumstances will CHI be required to staff any shift with additional persons to comply with this Hours of Work section.
4. An employee may step away from his/her client for one (I) fifteen (15) minute period per work shift of less than eight (8) hours (referred to as "an In-Shift Break") as long as:
  - a. The employee informs his/her supervisor of the In-Shift Break within a reasonable time prior to taking the In-Shift Break, and in the reasonable judgment of the supervisor, there is adequate staffing to provide coverage during the break.
  - b. If an emergency circumstance arises just before or during the In-Shift Break, which the supervisor reasonably determines requires the presence of the employee, the In-Shift Break shall be denied or rescheduled and the employee shall immediately return to work.
  - c. An employee who is required to return to work from a break shall only be required as is necessary to resolve the emergency circumstance which necessitates his/her return.
  - d. An employee shall not be required to complete routine paperwork during their break period. No unused or partially unused In-Shift Break is carried over to any future work shift.

#### **Article 7 - Out of Town and Local Travel**

1. Reasonable authorized expenses will be reimbursed by CHI for out of town travel requiring overnight accommodations. Overtime travel must have prior approval of the CEO or his/her designee. Travel related to individuals' vacations where an employee uses their own personal vehicle will be paid at the stipend amount of one hundred dollars (\$100). The Employer shall pay any employee who has voluntarily agreed to accompany a client on the vacation of the client for time spent with the client on vacation, which is time worked, up to a maximum of sixteen (16) consecutive hours per day. Any hour beyond the 16-hour maximum

in a day, is a non-duty hour as long as another employee or a client family member is primarily responsible for the client. If the employee has worked the 16-hour maximum in a day and his or her non-duty time is interrupted for a period of one hour or longer, the Employer shall pay the employee for each hour, or portion of an hour, which the employee works beyond the 16-hour maximum. The Employer shall provide the schedule and itinerary for any such vacation. It is recognized by the parties that this schedule may be changed due to the needs of the client or CHI.

2. Should an employee be required to use their personal vehicle for CHI business, CHI will reimburse such usage as set by CHI after consultation with the relevant IRS mileage policy. This rate is currently set at 54 cents per mile but may be adjusted up or down based on the prevailing IRS mileage reimbursement rate. All tolls and reasonable parking fees incurred will be reimbursed by CHI. Employees will be offered the opportunity to accompany clients on overnight trips by seniority in their work location. Employees who choose not to take the opportunity or were not offered the opportunity will be assigned other duties.
3. For all personal vehicle usage for the benefit of CHI and for reimbursement under this policy the employee is required to produce a certificate of liability insurance for the vehicle that is acceptable to CHI in its sole discretion. Employees shall be provided meals to the same extent received by the clients and off-site sleeping accommodations when not scheduled to work.
4. Employees not scheduled to work will be considered to be relieved of all duties. Employees will be provided a meal/relieved-of-duty per diem to be calculated at the rate paid to State of Maryland employees and set forth at <http://www.dbs.umd.edu/travel/services/rates/domestic.php> for each eight-hour (8) period the employee was relieved of all duties.
5. Employees will be provided transportation to and from the overnight trip. Employees will be paid their hourly rate for all time spent traveling to and from overnight assignments.
6. Miscellaneous reasonable expenses not covered by paragraph 4 above will be reimbursed by CHI for out of town travel requiring overnight accommodations.
7. Should an employee elect to use their personal vehicle for CHI business, CHI shall reimburse such usage at the prevailing IRS mileage rates.



8. All tolls and reasonable parking fees incurred will be reimbursed by CHI. Proximity and employee safety will be considered in approving these fees as reasonable.

### **Article 8 - Training**

1. CHI will reimburse an employee for a course that has been approved by the Chief Executive Officer, or his/her designee. Employees who attend required training sessions will be paid at their appropriate rate of pay for the time in attendance at that training.
2. Where determined by the Chief Executive Officer 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 Chief Executive Officer, or his or her designee.
3. The Employer will make a reasonable effort to provide alternative training opportunities, where employees cannot be available for scheduled trainings.
4. CHI will pay for employee Certified Medical Technician (CMT) license, not to exceed \$50.00, and Behavior Principles and Strategies (BPS) training, certification and retraining except if an existing employee fails to register and attend CMT and /or BPS recertification training causing certification forfeiture, in which case, the employee must execute a promissory note agreeing to pay for CIB's additional cost of training that employee for recertification. This paragraph's promissory note requirement for recertification is void if CHI: 1.) Has failed to provide at least sixty (60) day's notice in writing to the employee of the need to attend recertification training prior to license expiration; 2.) Fails to offer two training opportunities within the second notification or 3.) Has failed to provide written annual notification to the employee of his or her certification and related training requirements. This promissory note will be forgiven if the employee remains employed at CHI for one year from the date of the note. This note obligation is capped at \$500.00.
5. An employee receiving any specialized training, which CID may designate in its sole discretion, must sign a promissory note at the time

of hire or thereafter stating that if the employee departs employment with CHI prior to their one year anniversary date, by either voluntary resignation or by termination for cause, the employee will reimburse CHI under the terms of the promissory note. If the employee does not initially pass the applicable examination for which the training was provided and the promissory note executed, then the employee is relieved from any obligation for that training under the note. The note obligation is capped at \$500.00.

6. On a monthly basis, to be determined by CHI, CHI will notify and employee in writing, which may include email, of the status of the employee's outstanding training requirements. An employee may request that written notice be substituted for email notification.

### **Article 9 - Seniority**

1. Seniority shall be defined as the length of service of an employee continuously working for CHI. 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. CHI 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.
2. The seniority of each employee covered by this Agreement shall be established after the initial ninety (90) day probation period as defined in this Agreement and shall date back to their first day of employment.
3. Seniority shall be accumulated from the date of hire.
4. 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. The time limits contained herein may be extended by mutual agreement between the parties.
5. Employees on paid leave shall accumulate seniority and benefits.
6. 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, unless extended by mutual agreement.

7. For those positions that are regularly scheduled for 30 hours per week or more, when any bargaining unit vacancy occurs, CHI shall notify these bargaining unit employees by posting on Union bulletin boards in all facilities and/or via email for ten (10) calendar days, before advertising on the outside to give unit employees the opportunity to apply for the vacant position. These openings are also found on the CHI website. Any employee who has six (6) months of seniority or greater interested in being considered for the opening must bid for the vacant position. Those with less than the requisite six (6) months may request the opportunity to bid, which shall be determined by CHI.
8. Where merit and ability is approximately equal the position shall be awarded to the most senior employee. In determining the merit and ability of the bidder, CHI is entitled to place appropriate weight on the opinion of any care provider (psychologist, registered nurse, relevant participant individual plan, etc.).
9. If there is not a qualified bidder for the job CHI may hire from the outside. The duties and responsibilities of every position shall be set forth in writing. Layoffs shall be done in reverse order of department seniority and considering qualifications including but not limited to the opinion of any care provider (psychologist, registered nurse, and relevant participant Individual Plan, etc.). An employee who is to be laid off shall have the right of first refusal to move into an open position in a different department, if qualified to perform the work. An employee may decline this move into a new department and doing so will not affect the employee's status as laid off.
10. A bargaining unit vacancy is a vacant position caused by the creation of a new position within the description of the bargaining unit found herein or by the departure of an employee in the bargaining unit, provided that the employer intends to fill the position. For any position subject to these bidding procedures CHI may temporarily assign an employee to that position until the bidding process has been completed.
11. Where there are no qualified internal applicants, CHI in its reasonable discretion, may hire from outside the organization.
12. 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 the Human Resources Director.

- b. Not reporting for work on the third day following expiration of a leave of absence unless physically impossible to report and notice of this impossibility is provided to one's immediate supervisor or the Human Resources Director at least five (5) hours before the start of one's scheduled shift.
- c. Failure to respond to a written offer of recall within five (5) days of that offer provided that the employee may be permitted to then return to work within fourteen (14) 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 and first class letter via U.S. Postal Service. It will be the employee's responsibility to provide his/her current address or alternate contact address to CHI.
- d. Layoff in excess of eighteen (18) months.
- e. A physical disability or illness that extends beyond eighteen (18) months duration, where a requested reasonable accommodation cannot be made.
- f. Absence from the Agency for eighteen (18) months for any reason, except leave approved by the Agency or required by law.

#### **Article 10 - Sick Leave**

1. All sick leave is accrued on a pro-rated biweekly pay period basis.
2. Employees who are regularly scheduled to work 37.5 or more hours per week shall accrue sick leave in a rolling one-year period as follows:
  - a. Date of hire up to 2 years (24 months) of service = 37.5 hours
  - b. Start of 3<sup>rd</sup> year of service = 75 hours
3. Employees who are regularly scheduled to work 37.5 hours or more with years of service below two (2) years (24 months) who are on the payroll as of August 1, 2013, will be provided not less than 75 hours of sick leave as measured by their rolling years of service.

4. Employees on the payroll as of August 1, 2013 who are regularly scheduled from 30 hours per week to less than 37.5 hours per week shall begin to accrue up to 75 hours of sick leave per year.
5. Sick leave hours shall not be used for the purposes of calculating overtime.
6. Sick leave is capped at a maximum of 225 hours.
7. For those who have accrued sick leave beyond 225 hours as of August 1, 2013 such persons will not accrue additional sick leave until this accrued sick leave is drawn down to below 225 hours at which time the 225 hour cap will apply.
8. Pay for any day of sick leave shall be at the Employee's regular rate of pay.
9. When an Employee has been out sick for more than three (3) consecutive days or where there is an established pattern of attendance abuse, CHI has the right to request from the Employee a medical certification concerning the absence and/or readiness to return to work from a physician. If this documentation is not provided within 48 hours of the employee's return to work, CHI will not pay sick leave for this absence.
10. Advances of unearned sick leave may be granted at the discretion of the Chief Executive Officer.
11. Sick leave may be used for the various categories of illness outlined in the Family Medical Leave Act.
12. Upon the expiration of the employee's accrued sick leave, annual leave may be applied to sick leave at the option of the employee.
13. Sick leave is not an accrued benefit for any purpose and a departing employee is not entitled to any payment for a sick time balance. Where a departing employee has been paid for sick time beyond the amount earned by the employee, CHI may deduct such payments from the employee's final paycheck.
14. The parties agree to collaborate through Joint Labor Management to develop further strategies to improve attendance.
15. To the extent that the federal, state, or local law modifies any aspect of CHI sick leave policy, the law will govern.

## **Article 11 – Annual Leave**

1. Effective January 1, 2018, annual leave will accrue on a calendar year basis.
2. Annual leave earned between July 1, 2017 and January 1, 2018 shall be treated as if earned in the 2018 calendar year even if the total amount of annual leave for the 2018 calendar year exceeds the amounts in sections 5 or 6 of this Article.
3. There shall be no loss or gain of accrued annual leave nor a gain or reduction in accrual rates as a result of this agreement.
4. Annual leave must be approved by the appropriate program supervisor in advance and should be used during the calendar year in which it is earned. In order to utilize annual leave, an employee must obtain the approval of his/her appropriate program supervisor at least two (2) weeks in advance of the use of annual leave if the annual leave will be less than 40 hours and thirty (30) days in advance if the leave sought will be greater than 40 hours. Supervisory approval of the use of annual leave must be in writing and submitted to the departmental director at least (2) weeks in advance of the proposed use of the leave if the annual leave will be less than 40 hours and thirty (30) days in advance of the use of the annual leave if the leave sought will be greater than 40 hours.
5. Employees who are regularly scheduled to work 37.5 hours or more shall earn annual leave at the following rate:
  - a. Date of Hire up to 2 years (24 months) of service- 75 hours
  - b. Start of Third year of service through 9 years - 112.5 hours
  - c. Start of Tenth year of service - 150 hours
6. Employees who are regularly scheduled from 30 hours per week to less than 37.5 hours per week shall begin to accrue up to ten days of annual leave measured on the average number of hours up to 75 hours worked in a bi-weekly period.
7. Annual leave is accrued, but may not be taken during an employee's probationary period. Accrued leave shall be forfeited if the employee leaves prior to the completion of the probationary period.
8. Except in emergency situations, permission to take annual leave must be requested at least two weeks in advance. Annual leave can only be taken when leave has been earned. When there is a scheduling conflict, preference for annual leave will be determined as follows:

First- based on operational needs.

Second- based on the order of submission of the leave

request Third- based on Department Seniority

9. Annual leave shall not be accumulated from calendar year to calendar year, but if due to operational needs said leave cannot be provided it shall be carried over for use within the first six months of the following calendar year. Any unused annual leave will be forfeited at the end of the calendar year or, where carried over as discussed herein, if not used within the six-month carryover period.
10. Upon termination of service, accrued annual leave shall be paid in one lump sum in the next payroll period, subject to any lawful payroll deductions.

### **Article 12 - Holidays**

1. The paid holidays to which employees are entitled to under this agreement are set forth in herein.
2. The Departmental schedules in place with respect to holiday utilization shall remain in effect for the entire term of this agreement, unless modified by mutual agreement of the parties or due to changes required by the State of Maryland.
3. The Employer shall issue a holiday schedule for each subsequent fiscal year no later than June 30th of the preceding fiscal year. Designated holidays from the preceding fiscal year may be modified at that time, based on demonstrated operational needs, provided that number of paid designated holidays shall never fall below 12. Once the schedule is issued, it shall not be modified, except by mutual agreement of the parties or if required by the State of Maryland.
4. The paid Holidays shall be:
  - New Years Eve
  - New Years Day
  - Martin Luther King Jr.
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - The Day After Thanksgiving

- Christmas Eve
  - Christmas Day
  - (2) Two personal days. Notice should be provided under -- *strike* Section 2, paragraph 2.
5. For Supported Employment employees working under federal supported employment contracts or other supported employment contracts designating holidays, these holidays will exclusively govern those employees and not the holidays set forth in section 4 above.

### **Article 13- Funeral Leave**

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/step son, daughter/step daughter, mother, father, siblings, grandparents, grandchildren, and parents-in-law. Full-time employees who have completed the probationary period are eligible for up to three (3) paid days off for funeral arrangements. Approved funeral leave will not be deducted from the employee's accrued sick leave or annual leave. Compensation for funeral leave shall be at the employee's regular rate of pay. CHI reserves the right to request supporting documentation.

### **Article 14 - Jury Duty**

1. Employees working thirty-seven and one half hours (37.5) or more per week called to serve as petit/grand jurors will continue to be paid their regular pay at this weekly schedule for a maximum of two (2) weeks, up to eighty (80) hours.
2. All other bargaining unit employees (not covered in paragraph 1 above) will continue to be paid for their weekly schedule for a maximum of two weeks.
3. It will be the responsibility of the employee to provide proof of jury service before payment can be made.
4. If jury duty exceeds two weeks, employees will not be charged against any form of jury leave, but will not be compensated by CHI Centers.

### **Article 15- Military Leave**

1. Employees will be granted a maximum of two weeks, based on their schedule or up to eighty (80) hours paid military leave, not to be



charged against any other form of leave in a fiscal year. If military leave exceeds two weeks, up to eighty (80) hours, the employee will not be charged against any form of leave, but will not be compensated by CHI Centers.

2. The employee will be required to submit a copy of military orders before being granted military leave.

#### **Article 16 - Health Insurance, Life, and Disability Insurance**

1. The current CHI Employee Benefit Programs set forth in the CHI Personnel Policy Manual as amended by the 8/15/2010 Addendum shall remain in full force and effect. This includes the current benefit plan design, eligibility standards, and the amount of CHI contribution to the plan.
2. The parties recognize that the introduction of the Affordable Care Act ("ACA") will impact on these plan provisions and will therefore reopen those plan provisions addressed in the ACA upon expiration of the current Health Care contract that CHI has with its provider or at any other such mutually agreeable time.

#### **Article 17 - Joint Labor Management Committee**

1. The Employer and the Union share a joint commitment to promote and foster constructive labor management relations between them.
2. The parties agree to form a Joint Labor-Management Committee composed of three (3) representatives designated by the Union and three (3) representatives designated by the Employer.
3. The Joint Labor-Management 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 under this collective bargaining agreement or if beyond, by mutual consent of the committee members.
4. The Joint Labor-Management Committee will meet on a monthly basis or as needed, provided one party presents to the other an agenda to be discussed at least five (5) working days in advance of the meeting. Items of an emergency nature may be placed on the agenda of an already scheduled meeting without prior notice, provided the parties mutually agree at the meeting to discuss them. Such meeting will take place during regular working hours at times that will not interfere with the Employer's operations. Each monthly meeting shall not last longer than ninety (90) minutes, unless extended by mutual agreement.

Employee representatives designated by the Union as members of the Joint Labor Management Committee will not be paid for attending a Joint Labor Management Committee meeting unless the meeting takes place during the employee representative's regular working hours.

5. Grievances shall not be considered an appropriate subject matter for discussion at the Joint Labor Management Committee meetings, nor shall the Committee have authority to amend this agreement.

### **Article 18 - Non Discrimination**

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

2. It is both illegal and against CHI 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. CHI 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. CHI 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.

5. The parties recognize that gender may be a bona fide occupation qualification in the assignment of counselors.

6. The requirements of an Individual Program Plan or documents essential to the care of the client, prepared for CHI program participants shall not be considered a violation under this Section or Agreement.

7. CHI may engage in any other actions or conduct to ensure compliance with federal, state and local employment discrimination law.

#### **Article 19 - Transportation Department**

1. The language crossed out in this section shall be revived should CHI re-establish a Transportation Department of seven or more bargaining unit employees.
2. ~~CHI agrees that any assignments that can be given to existing Transportation staff will be done so, prior to assigning employees from other units.~~
3. ~~Daily unscheduled assignments will be assigned on a rotating, seniority basis, to available staff members, with Transportation staff having first priority. This is subject to exigent situations where CHI may address the transportation need without regard to the normal scheduling obligations set forth herein.~~
4. ~~Picks are at least 3 times per year and will generally occur as follows:~~
  - a. ~~December for January start~~
  - b. ~~April for May start~~
  - c. ~~August for September start~~
5. ~~Picks may also be declared due to operational need with notice to the Union. Picks will be communicated at least one week in advance. One is permitted to provide timely notification of her or his pick by email to the CHI designated manager or other representative.~~
6. ~~Picks will be done at least one week prior to the start of any runs.~~
7. ~~Short runs, rated at 1.75 hours or less, will not be part of the pick unless they are wheelchair runs. Such runs may become available after the pick.~~

#### **Article 20 - Safety**

It is the responsibility of CHI 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 jointly address safety issues.

#### **Article 21 - Union Rights**

1. The Union shall furnish the Employer with a written list of all Union representatives and their titles who shall have authority to act on behalf of the Union.
2. Designated non-employee Union representatives will be permitted reasonable access to facilities for the purpose of ascertaining that this Agreement is being adhered to; provided that such representative provide the designated Employer representative with advance notice of the time, and reason for the visit, and provided further that said visit does not interfere with Employer operations.
3. The Employer shall provide a bulletin board for the union's exclusive use at all employer facilities operated by the employer where bargaining unit employees work.

#### **Article 22 - 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 CHI and the Union, meetings that fall under the Weingarten rule may be conducted via a telephone conference call between representatives of CHI, 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.

4. The rules and standards of all regulatory agencies governing CHI, including but not limited to the Maryland Department of Mental Health and Hygiene, U.S. Department of Transportation, and other state, federal and local laws and regulations are incorporated herein, as they exist now and as they may be amended, and are recognized as a basis for discipline up to and including discharge, provided employees are notified in advance of applicable regulations, as well as current and future amendments.

### **Article 23- Grievance Procedure and Arbitration**

1. **Definition.** A grievance is any dispute between a bargaining unit employee and/or the Union and the Employer arising under and during the term of this Agreement involving the application of a specific provision of this Agreement or a claimed violation of a specific provision of this Agreement which is not specifically exempted from the provisions of this Article.
2. **Procedure.** Any difference or dispute arising out of this Agreement which an employee or the Union has not been able to adjust informally may be made the subject of a grievance and shall be presented in writing according to the procedure specified herein.
  - a Step I: If the grievance is not resolved informally, the employee must bring the grievance to the Union and, if the Union deems the grievance to be meritorious, the Union shall present it in writing to the Employee's Immediate Supervisor within ten (10) working days of the event giving rise to the grievance. 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, and the proposed remedy to the grievance. The Supervisor shall respond in writing to the grievance within seven (7) work days.
  - b Step II: If the union is dissatisfied with the Employer's Step 1 response, the grievance may be appealed to the Director of Human Resources within ten (10) work days of the receipt of the Step 1 response. Either party may request a meeting with the other party to discuss the grievance, but such meeting shall not extend the time periods provided in this procedure. Requests for meetings must be provided in writing to the Director of Human Resources, who will coordinate the meeting. Said meeting shall be schedule at a mutually agreeable date and time. A written response to the union from the Human Resources Director shall be issued within five (5) work days following conclusion of the meeting. Should no meeting be held, the response shall be delivered to the union within seven (7) workdays of receipt of the Union's Step II appeal. Grievances resulting from the

termination of an employee shall be initiated at Step II.

c Step III: If the union is dissatisfied with the Employer's Step II response, and the parties are unable to reach a satisfactory settlement pursuant to the preceding Steps, the union may refer the matter to arbitration by providing written notification to the Employer within fifteen (15) days of completion of Step II.

3. **Limits.** Any grievance not processed in accordance with any time limits or steps in the grievance procedure or any of the foregoing requirements shall be considered waived. The time deadlines specified in this Article may be extended by mutual agreement memorialized in writing (including email) by the authorized representatives of the Employer and the Union. Should the Employer fail to respond to the grievance in a timely manner at any step of the procedure, the grievance shall be deemed to have been denied, and the union is free to appeal the grievance to the next step of the procedure.
4. **Appeal to Arbitration.** Grievances not resolved through the grievance procedures may proceed to arbitration within fifteen (15) work days of the completion of Step II of the grievance procedure. The Union shall notify the Director of Human Resources in writing. If the Union fails to serve written notice of its intent to arbitrate within this time limitation, it shall be deemed to have waived the right to proceed to arbitration on the grievance. No individual employee shall have the right to invoke this arbitration procedure.
5. **Selection of Arbitrator.** The parties agree on a panel of three (3) arbitrators to hear and decide all grievances arising pursuant to this Agreement, as follows: Ira Jaffe, Joel Shamoff and Joan Parker. The arbitrators shall be assigned to cases referred to arbitration in the order listed, starting from the first and proceeding to the last listed. Arbitrators may be added by mutual agreement of the parties and an arbitrator may be deleted from the list by either party. Once the grievance has been referred to an arbitrator, the next grievance referred to arbitration will be assigned to the next arbitrator on the list, regardless of whether the preceding grievance referred to arbitration went to a hearing or was withdrawn or otherwise resolved prior to a hearing.
6. **Hearing Procedure.** The arbitrator shall conduct a fair hearing, carried on with all convenient speed, and at which he/she shall receive evidence, both oral and documentary. Each party shall have the right of examination and cross examination of witnesses, to make a record, and to file a post-hearing brief. (The arbitrator shall set the briefing schedule within a reasonable time after the receipt of the transcript of the hearing). The expense of arbitration, including the fee and expenses of the arbitrator,

shall be shared equally by the parties. Other expenses shall be paid by the party incurring them.

7. **Arbitrator's Jurisdiction.** The arbitrator shall have authority only to interpret and apply the explicit provisions of this Agreement to the extent necessary to decide the submitted grievance, basing his/her decision on the express language of this Agreement, without amending, modifying, adding to, subtracting from, or changing this Agreement. The arbitrator's award rendered in accordance with this Agreement shall be final and binding on the Employer, the Union and all bargaining unit employees concerned.

**Alleged Client Abuse.** In cases of alleged client abuse, should the arbitrator determine that the alleged abuse occurred, the arbitrator's authority shall then be limited to the finding of fact, and he/she shall not have the authority to substitute his/her authority for that of the employer.

#### **Article 24- 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 CHI 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. CHI shall schedule the appointment at a mutually agreeable time within three (3) 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 without charge 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 25 - 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 CHI employees and CHI will not lockout the Union and CHI 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 CHI under this agreement. In the event an employee or employees engage in any such actions or conduct, the Union shall, upon demand by CHI 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. CHI 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 this agreement.

#### **Article 26 - Deduction Authorization under Maryland Law**

CHI will continue to follow all Maryland laws regulating the deduction of pay from one's paycheck.

#### **Article 27 - Cell Phone Stipend for Therap Program**

1. For CHI compliance with State of Maryland program requirements where CHI has elected to use Therap, a cell phone payment of \$40 per month will be paid



to those covered employees who are assigned duties that require use the employee's personal cell phone. The cell phone continues to be considered personal property of the employee.

2. Should an employee request, in lieu of personal cell phone use, the employee may elect to use a CHI issued cell phone or related digital product for assigned Therap reporting.

**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 - Length of Agreement**

This Agreement is effective from July 1, 2018 to Midnight June 30, 2021.

Effective 60 days prior to March 31, 2021 and ending on that date either party may serve written notice to reopen this Agreement.

For CHI Centers, Inc.:



---

Daphne Pallozzi, Chief  
Executive Officer

For SEIU Local 500,  
CtW:



---

Merle Cuttita, President