

Communication Workers of America, Local 9509

CWA 9509

Home of Guiding Hands



Contract

Effective: April 1, 2019
Expiration: March 31, 2022

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 HGH – CWA Labor Contract

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PREAMBLE

This Agreement is made and entered into the *1st day of April, 2019*, by and between HOME OF GUIDING HANDS CORPORATION (HGH) hereinafter referred to as the EMPLOYER and COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the UNION.

ARTICLE 1 - COVERAGE OF AGREEMENT

The Employer recognizes the Union as the exclusive bargaining agent for the employees covered by this Agreement and whose staff titles are **included in Appendix A**.

ARTICLE 2 - UNION-EMPLOYER RELATIONSHIP

The Employer and the Union recognize that it is in the best interests of both parties, the employees, and the **clients** they serve that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union, along with their respective representatives at all levels will apply the terms of the Agreement fairly and in accordance with its intent and meaning.

The Employer recognizes the Union or its authorized representatives as having sole power to execute agreements, in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining units described under the Coverage of Agreement Article.

ARTICLE 3 - MANAGEMENT RIGHTS

It is the intent of the Employer and Union that the rights, powers, authority and functions customarily exercised by the Employer shall remain exclusively with the Employer except insofar as specifically addressed in the provisions of this Agreement.

ARTICLE 4 – CLIENT WELFARE

The welfare of the **clients** affiliated with Home of Guiding Hands is a primary responsibility of the Board of Directors, the President/CEO, and all other employees. The Employer is committed to ensuring that **clients** receive quality services as demonstrated through adequate and fully competent employees. To this end, the Union, its members, and Employer are expected to follow the highest standards of job performance and ethical moral conduct and to adhere to policies and procedures, which are designed to support and enhance the self-dependence of each **client**.

ARTICLE 5 - NON-DISCRIMINATION

The Employer and the Union mutually agree that there will be no discrimination against any employee in the application of the terms of this Agreement by reason of race, sex, sexual orientation, creed, age, physical or mental disability, status as disabled or Vietnam Era Veteran, religion, or any other category protected by applicable federal, state, or local law. The Employer and the Union mutually agree that the Employer is permitted to take all actions necessary to comply

with all applicable federal, state, and local laws and regulations including, but not limited to, the Americans With Disabilities Act, Family Medical Leave Act, and including any new laws and regulation enacted during the term of this Agreement, regardless of any provision of this Agreement.

ARTICLE 6 - EMPLOYEE CLASSIFICATIONS

HOME OF GUIDING HANDS (“Employer”) and COMMUNICATION WORKERS OF AMERICA LOCAL 9509 (“Union”) hereby agree to the following definitions of employee classifications effective July 1, 2015, **modified April 1, 2019**. It is also agreed that these changes in classifications will apply to all Articles covered in the Collective Bargaining Agreement that refer to full-time and part-time status including, but not limited to, Article 14 – INSURANCE.

1. **FULL-TIME:** An employee who is hired to work a schedule of thirty (30) or more hours per work week.
2. **FULL-TIME SPLIT SHIFT:** An employee who is hired to work a split shift work schedule of thirty (30) or more hours per work week. Individuals who work these schedules are compensated by one (1) extra hour of pay, for each split shift day worked.
3. **PART-TIME:** An employee who is hired to work a schedule of less than thirty (30) hours per work week.
4. **PART-TIME SPLIT SHIFT:** An employee who is hired to work a split shift work schedule of less than thirty (30) hours per work week. Individuals who work these schedules are compensated by one (1) extra hour of pay, for each split shift day worked.
5. **ON-CALL/STAFFING POOL:** An employee who is hired to work for the Employer only at those times when the Employer requests them to work.
 - a. **Employees will be separated after 90-days of inactive work.**
 - b. **Employee will not accrue vacation time**
 - c. **At the time an On-Call employee accepts a full or part time position:**
 - i. **Seniority for the purpose of this contract will be credited by adding the days worked (as on On-Call employee) to the date the new position begins.**
 - ii. **Seniority is defined in Article 20 – SENIORITY/LAYOFFS and shall have no bearing on seniority for benefits, 403b, vacation accrual, etc.**

ARTICLE 7 - JOB DESCRIPTION

1. All employees covered by this Agreement shall be given a written job description by the Employer upon hire, which shall be acknowledged by signature of employee and placed in the personnel file. The Employer shall not require an employee to perform duties not consistent with the general nature of his/her job.

2. All new or revised job descriptions for employees covered by this Agreement will be reviewed by the President of the Union.
3. The Employer shall set the wage of the new or revised job which shall be subject to collective bargaining with the Union and Article 20 (Grievance and Arbitration) if a mutual agreement between Company and Union is not reached.
4. The Employer shall furnish upon five (5) days written notice from the Union a list of all job classifications and names of all bargaining unit employees working in each classification.

ARTICLE 8 - JOB POSTING

1. When a job opening occurs, that is covered by this Agreement a memo shall be circulated among all employees for a period of four (4) consecutive workdays excluding holidays. Prior to the position being filled, any employee who desires to be considered for the open position may signify his/her interest in writing for said job opening.
2. During the four (4) day period the position may be advertised outside the facility, and applications may be accepted.

ARTICLE 9 - WORKING CONDITIONS

Section A: WORKDAY/WORKWEEK

1. The workday shall be defined as the continuous twenty-four hour period commencing at 12:00 A.M. and ending at 11:59:59 P.M. the following calendar day. The workday shall be divided into two (2) shifts, except for any 10-hour, four-day work agreements:
 - Day shift commencing at 6:00 A.M., ending at 10:00 P.M.
 - Night shift commencing at 10:00 P.M., ending at 6:00 A.M.

When the hours of work fall outside the established shift, the majority of time worked shall determine whether it is a day or night shift. Work hours are determined by **client** needs.

2. The workweek, shall be defined as seven (7) consecutive workdays commencing on Sunday at 12:00:00 A.M. and ending at 11:59:59 P.M. the following Saturday.

Section B: OVERTIME COMPENSATION

1. No overtime shall be worked without the expressed prior approval of the employer or one of the employer's supervisors. There shall be no pyramiding of overtime hours for the purposes of calculating overtime compensation. It is understood that the employer shall not combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work. Employees who work more than eight (8) consecutive hours within the same pay period or more than forty (40) hours in any workweek shall receive overtime compensation in accordance with:

- a. One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked:
 - 1) In excess of eight (8) hours up to and including twelve (12) hours, or
 - 2) In excess of forty (40) hours up to and including fifty-six (56) hours in a workweek.
 - b. Two (2) times the employee’s regular rate of pay for all hours worked:
 - 1) In excess of twelve (12) consecutive hours worked, or
 - 2) In excess of eight (8) hours on the seventh (7th) consecutive workday in any workweek, or
 - 3) In excess of fifty-six (56) hours worked in any workweek.
2. Overtime opportunities should be offered to all eligible employees before outside contract temporary employees are used unless in case of an emergency.

Section C: ADJUSTING WORK SCHEDULES

1. All employees shall have the option of adjusting his/her schedule with the approval of the employee’s immediate supervisor.
2. The employer reserves the right to adjust an employee’s schedule upon seven days written notice. The seven (7) days written notice will not apply in an emergency. “Emergency” means in an immediate situation affecting the welfare and/or safety of the **clients**, which could not reasonably be anticipated. However, an employee’s regular work schedule will not be adjusted in order to avoid paying overtime.
3. The Employer agrees to make every effort not to reduce the hours and/or days of work of any employee without first contacting the Union in an effort to negotiate the change in working conditions.

Section D: MEAL TIME

1. Due to the nature of the job requirements the following employees have a “working lunch” and their hours of work are inclusive of meal time. “Residential Service Technician, Residential Service Specialist, Sr. Residential Service Specialist, and Residential Facilitator.”
2. All other employees will be scheduled a half (1/2) hour lunch break.

Section E: SIGN-IN/SIGN OUT

There is a seven (7) minute “window” prior to the scheduled work time and seven (7) minutes after the last hour of scheduled work. This “window” time will not be compensated and is voluntary.

ARTICLE 10 – WAGES

Section A: WAGES

Wage schedules for employees covered by the Agreement are set forth in Appendix “A” and will become part of the Agreement. Wage Schedules become effective with the pay period beginning April 1, 2019.

Section B: PAY PERIODS/PAY DATES

1. There are 26 pay periods per year. Pay periods are bi-weekly. Employer reserves the right to adjust the pay date schedule. Employer will post the forecast pay dates at the beginning of each calendar year. Any changes will be communicated to employees at least two (2) weeks before the change.

Section C: WAGE INCREASES

1. a. This Agreement may be reopened by written notice by either Union or Employer for further negotiations concerning Article 10 Wages in the second and third year of the Agreement.
 - b. On-Call/Staffing Pool classifications are not eligible for annual wage increases.
2. Promotions/Lateral Transfers/Position Changes
 - a. PROMOTIONS – When an employee accepts a position to a higher wage level than his/her current wage level and the job duties are different than his/her current job.
 - 1) When an employee accepts a promotion his/her wages will be increased to the beginning wage on the new level or by 5%, whichever is greater.
 - 2) The employee will be eligible for annual wage increases under the collective bargaining agreement until reaching the maximum wage for that position.
 - b. LATERAL TRANSFERS – An employee accepts a different job title in the same wage level and duties may or may not change.
 - 1) When an employee accepts a lateral transfer his/her wage remains the same.

- 2) The employee will be eligible for annual wage increases under the collective bargaining agreement until reaching the maximum wage for that position.
- c. POSITION CHANGE/DEMOTION – Position change/demotion occurs when an employee accepts a position where the level is lower than his/her current position and his/her duties may or may not change.
- 1) Wages for employees accepting a position change/demotion will be adjusted so that their salary will be no greater than the maximum wage of the salary range for the new position. If the current salary is greater than the maximum of the new position, the salary will be adjusted to the amount at the maximum of the salary range. The employees will be considered “topped out”. If the current salary is less than the maximum of the salary range for the new position, the employees will remain at their current salary.
 - 2) The employee will be eligible for annual wage increases under the collective bargaining agreement until reaching the maximum wage for that position.

3. Top of Wage Level

- a. An employee who is paid the maximum hourly wage for his/her position as set forth in Appendix “A” will be considered to have “topped out” at his/her wage level. Topped out employees are not eligible for additional annual wage increases under the collective bargaining agreement. Topped out employees however, shall receive a lump sum payment equal to 1.5% of his/her current annual wages to be paid annually at the time of the next scheduled wage increase.

4. RST Career Development Program

- a. A Career Development Program for **RST/RF** will be recognized by a one-time hourly rate adjustment, based on the criteria outlined in Appendix “B”.

Section D: PREMIUM PAY FOR POSITIONS

1. Premium pay will be paid to employees in the following circumstance:
 - a. RST/RSS/Sr. RSS regardless of classification will receive an additional fifty cents (\$.50) per hour when assigned duties as an Alternate Lead Staff.

ARTICLE 11 –VACATION

Section A: VACATION ACCRUAL

1. Vacation is available only to full-time and part-time employees. On-call/Staffing Pool Classifications are not eligible for vacation benefits.
2. Vacation accruals begin on the official hire date.

3. Vacation is accrued on the number of regular and/or vacation hours paid in a pay period up to a maximum of eighty (80) hours per pay period, two thousand-eighty (2080) hours annually. Vacation is not accrued on sick time, overtime hours, or any unpaid time. Employees on Leaves of Absence (LOA) will accrue vacation only on the vacation hours paid during the leave.
4. Vacation may be accumulated to a maximum, which is based on the Employee Classification and Length of Service. The accrual will cap at these maximums and vacation hours will not begin accruing again until the vacation hours fall below the maximum.

VACATION ACCRUAL SCHEDULE

| Length of Service | Vacation Earned | Maximum Vacation Earned Annually | Vacation Cap |
|-------------------|-----------------|----------------------------------|--------------|
| Year 0-4 | .0730 | 152 | 200 |
| Year 5-9 | .0923 | 192 | 240 |
| Year 10-19 | .1153 | 240 | 280 |
| Years 20+ | .1385 | 288 | 305 |

Section B: USAGE

1. a) For vacation greater than one full day, ten (10) working days' notice is required to be given by the employee. Vacation not requested ten (10) working days in advance may be approved at the discretion of the supervisor.
 b) For vacation of one full-day or less (partial day off), five (5) working days' notice is required to be given by the employee. Vacation not requested with five (5) working days in advance may be approved at the discretion of the supervisor.
2. Employees may take their vacation after completing one-hundred twenty (120) days probationary period.
3. Vacation is paid at the employee's current rate of pay.
4. Unused vacation shall be paid upon termination of employment.
5. Vacation may be requested any time during the calendar year, subject to work schedules. However, the employer agrees that the employees will not forfeit vacation due to work schedules.
6. Employees have the option of cashing out vacation hours as follows:
 - a) Only hours in excess of forty (40) accrued hours may be cashed out.
 - b) Vacation cash outs are limited to a 40 hour maximum on each request.
 - c) Employees will follow the Employer's procedures for cashing vacation hours with regular payroll or on an emergency basis with the President/CEO or CFO's approval.
7. When more than one (1) employee requests the same or overlapping vacation dates, the employee who submitted their request first should have priority. If the requests are submitted in the same week, seniority shall prevail.
8. Vacation may be taken in two (2) hour increments.

9. The number of vacation hours for requested days off shall equal the number of hours the employee is scheduled to work on the requested day off.
10. Employees who have vacation available do not have the option to take time off without pay in lieu of using vacation unless approved by the President/CEO.
- 11. Vacation Bidding – Process for vacation bidding will be established between HGH and CWA, to ensure all members have an opportunity to select vacation by seniority first, before a first come, first serve basis.**

Section C: HOLIDAYS

- 1. Designated holidays: New Year’s Day, President’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.**
- 2. Holidays will begin at 12:00:00 am and end at 11:59:59 pm.**
- 3. Employees working on any of the seven (7) designated holidays will receive:**
 - a. One and one half (1 ½) times the employee’s regular rate of pay for all hours worked up to and including twelve (12) hours**
 - b. Two (2) times the employee’s regular rate of pay for all hours worked in excess of twelve (12) consecutive hours worked**
- 4. Employees’ will be entitled to one floating holiday of their choice, or their birthday,**
 - a. To be paid at the employee’s regular rate of pay**
 - b. Overtime to be paid in conjunction with Article 9, Section B**
 - c. To be selected during time of vacation bidding for the following year.**
 - d. When more than one (1) employee requests the same floating holiday, seniority shall prevail.**

ARTICLE 12 - PAID SICK LEAVE

Section A: ACCRUAL

1. Paid sick leave accruals begin on the official date of hire. Employees will earn 1 hour of sick time for every 30 hours worked.
2. Paid sick leave can be accumulated to a maximum number of hours based on the employee’s length of service.

3. The accrual of paid sick leave will cease when an employee reaches these maximums. Paid sick leave hours will not begin to accrue again until the employee's paid sick leave hours fall below the maximum. Unused sick leave may be carried over and accumulated from year to year.

Section B: USAGE

1. Accrued paid sick leave may be taken after 90 calendar days of employment.
2. Employees may use sick leave in quarter (1/4) hour increments.
3. Employees are limited to the use of paid sick days to forty (40) hours, or five (5) days, in years 0 – 4 of employment and sixty-four (64) hours or eight (8) work days, after the 5th year of employment.
4. Paid sick leave may be taken on a calendar year basis.
5. Accrued paid sick leave may be taken for the diagnosis, care, or treatment of existing health conditions, or for preventive care, which may include such things as annual physicals and flu shots. It may be used for the employee or the employee's child, grandchild, parent, grandparent, spouse, registered domestic partner, or sibling. Sick leave may also be taken by an employee who is a victim of domestic violence, sexual assault, or stalking.
6. If an employee is on an approved leave of absence without pay, sick leave will not be accrued for the duration of the leave. Sick leave will begin accruing upon return of the employee to work if eligibility requirements had been met prior to the leave.
7. In the event of an illness or injury which is covered by workers' compensation, this Sick Leave Policy will not apply, but will defer to state statutes.
8. Unused sick leave may be carried over and accumulated from year to year. At the time of separation of employment, any unused sick leave will not be paid.

ACCRUAL SCHEDULE

| Length of Service | Paid Sick Leave Earned Per Hour | Annual Maximum to be taken from Jan 1 to Dec 31 | Paid Sick Leave Accrual Cap |
|-------------------|---------------------------------|---|-----------------------------|
| Years 0-4 | .033 hours | 40 | 280 hours |
| Years 5+ | .033 hours | 64 | 320 hours |

9. **Any unused sick leave that is accrued during 2019, in excess of 24 hours, will be paid out in January of 2020 at 50% of its value, at the request of the employee. To qualify for this section, employees must have already accrued a balance of 100 hours of sick time in their bank, in order to cash out any sick time. Employees must be actively employed at the time payment is generated. If this section is not elected to be used by the employee, any remaining accrued hours will roll over in to the bank.**

Sick Leave Payout Table

| Length of Service | Maximum Accrued Amount for 2019 | Required Roll Over Amount If Not Used (with a balance of 100 hrs) | Maximum Cash Out Value at 50% |
|--------------------------|--|--|--------------------------------------|
| Years 0-4 | 40 hours | 24 | 16 hrs @ 50% = 8 hours |
| Years 5+ | 64 hours | 24 | 40 hrs @ 50% = 20 hours |

Section 9 is an agreement between CWA and HGH to be implemented on a trial basis, and will be reviewed prior to 12/31/2019. Extension of this MOU will need to be negotiated and mutually agreed to by both CWA and HGH.

ARTICLE 13 – PAID ABSENCES

Section A: JURY DUTY

1. The Employer shall encourage employees to fulfill their civic duties whenever possible. Any employee receiving notice to report for jury duty must notify his/her supervisor immediately. Employees scheduled for jury duty shall not be required to report to work on any day the employee is required to report for jury duty. Upon being either excused from jury duty or completing jury duty, employees are required to report to work on the next regularly scheduled work day.
2. No employee will be required to work more than five (5) days per week, nor eight (8) hours in one (1) day, including time served on jury duty.
3. Only full-time employees who are serving on jury duty will be compensated for up to five days at his/her rate of pay.
4. Employees must provide a copy of the jury duty summons notice to their supervisor upon receipt in order to be accommodated for the absence.
5. Upon completion of jury duty, the employee is required to show proof of jury duty service and notify his/her immediate supervisor of the date he/she will be available to return to work. The employee is guaranteed the previously held position, unit and shift prior to jury duty.

Section B: BEREAVEMENT LEAVE

Absence without loss of pay for a period not to exceed five (5) days per calendar year for employees who have worked more than one year, and three (3) days per calendar year for employees who have worked less than one year, may be granted to employees upon the death of a member of their immediate family or that of his/her current spouse. Management may require proof for bereavement leave within 30 days of the designated leave.

Employees who may have multiple deaths of members of their immediate family in a calendar year may use accrued sick/vacation leave after their paid bereavement leave days have been exhausted in the calendar year. On-call/as needed classifications are not eligible for paid bereavement leave.

Section C: IMMEDIATE FAMILY

Immediate family shall include the following relatives of the employee or employee's current spouse: mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, or any relative living in the immediate household of the employee. Mother and father are defined to include stepmother and stepfather and court appointed legal guardians; similarly stepchildren or adopted children, stepbrothers, stepsister, mother-in-law, father-in-law and adoptive parents, are included.

ARTICLE 14 – INSURANCE

Section A: MEDICAL, DENTAL, VISION

1. Regular full-time employees who have a work schedule of thirty (30) or more hours per week:
 - a. A Medical/Dental/Vision Plan is available for these employees commencing with the first (1st) day of the month following the completion of (60) sixty days of continuous employment.
 - b. Effective February 1, 2016 and each year thereafter during the term of the Agreement, the Employer shall pay eighty (80%) of the aggregate premium of the lowest cost plan(s) made available to regular full-time employees for medical, dental and vision insurance coverage. Through regular payroll deductions, eligible employees shall pay an amount equal to twenty (20%) of the aggregate premium of the lowest cost plans made available, plus 100% of any additional premium cost for any other coverage or benefits selected by the eligible employee, such as more expensive plans and dependent coverage.
 - c. The employee will pay one hundred percent (100%) of the cost for dependent coverage.
2. Regular part-time employees who have a work schedule of 20 to 29 hours per week:
 - a. A Medical/Dental/Vision Plan is available for those employees commencing with the 1st day of the month following the completion of sixty (60) days of continuous employment.

- b. The employee will pay one hundred percent (100%) of the premium of the Plan available that he/she chooses.
- c. The employee will pay one hundred percent (100%) of the cost for dependent coverage.

Section B: LIFE INSURANCE

The Employer and Union hereby agree that the Life Insurance Policy made available to full-time and part-time employees is subject to the terms and conditions of the HGH Group Life Insurance Policy.

1. The Employer shall provide to regular full-time employees who have a work schedule of thirty (30) or more hours per week a twenty thousand dollar (\$20,000) Life Insurance Policy available for these employees commencing with the first (1st) day of the month following sixty (60) days of continuous employment. The Employer will pay one hundred percent (100%) of the premium for this Life Insurance Policy.
2. The Employer shall provide to regular part-time employees who have a work schedule of twenty to twenty nine (20-29) hours per week, a ten thousand dollar (\$10,000) Life Insurance Policy available for these employees commencing with the first (1st) day of the month following sixty (60) days of continuous employment. The Employer will pay one hundred percent (100%) of the premium for this Life Insurance Policy.

ARTICLE 15 – RETIREMENT PROGRAM

Section A: PARTICIPATION

Eligible regular full time and regular part time employees can participate in the Retirement Plan offered by the Employer in accordance with the Summary Plan Document. Any discretionary changes in the benefit plan made by the Employer must be negotiated with the Union.

Section B: CONTRIBUTION

Participation in the Employer Retirement Plan is by payroll deductions. Employee’s participation in the Employer Retirement Plan is subject to the rules and regulations of the Plan Administrators, and the regulations of the Internal Revenue Service, IRC Section 403(b). All monies deducted shall be remitted to the appropriate Plan administrator within five (5) working days of the bi-weekly pay dates.

ARTICLE 16 – LEAVES OF ABSENCE

Section A: EXCUSED TIME REQUIRED BY LAW

Employees will be granted excused time off (paid or unpaid) as require by applicable State and/or Federal laws.

Section B: PERSONAL LEAVE

- 1. In the event of personal emergencies, or other unusual circumstances that requires any part-time or full-time employee to be absent from work, the employee must request a Personal Leave of Absence.**
- 2. Upon completion of a personal leave of absence, reinstatement will be contingent upon the employee's ability to meet the physical requirements, in all capacities, of the position vacated.**

**Article 17 –
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ARTICLE 18 – DISCIPLINE/DISCHARGE

Section A:

The Employer agrees that no employee will be disciplined, suspended or dismissed without “just cause.” The Employer recognizes the right of the Union to represent any employee, who has been disciplined, suspended or terminated, including suspension pending investigation. The Union

recognizes the right of the Employer to discipline suspend or dismiss an employee for “just cause.”

Section B:

For offenses, such as, but not limited to, tardiness, absenteeism, failure to perform work properly or performing work in a neglectful manner rather than willful misconduct, the employee should be entitled to documented warnings of no less than two (2) for an infraction within a one (1) year period preceding suspension or termination.

No employee should create a substantial risk to the health and safety of a client or co-workers. Such action may lead to discipline up to and including termination.

Warnings over one (1) year shall not be used for disciplinary purposes under this Agreement.

Section C:

Employees who have not completed one hundred and twenty (120) days continued employment are not covered by this Article. No form of discipline, including suspension and discharge of employees with less than 120 days of service shall be subject to arbitration.

ARTICLE 19 – GRIEVANCE AND ARBITRATION

Section A:

A grievance is a difference of opinion between the Employer and employee or a group of employees or between the Employer and the union with regard to the meaning, application and interpretation of a specific provision or provisions of this Agreement. Both the Employer and the Union agree that timely interaction on issues can eliminate the cause for most grievances and that every effort should be made to resolve grievances at the lowest possible level.

Section B: GRIEVANCE PROCEDURE

1. In lieu of this grievance and arbitration procedure, any individual employee or group of employees shall have the right at any time to present a complaint or issue to the Employer and to have such complaint or issue resolved within the terms of this Agreement.
2. An employee may present his or her grievance to a union representative who will process it according to the following:

Step 1. To the employee’s immediate supervisor within ten (10) working days from the occurrence of an action or within ten (10) working days from the date of

discovery. A meeting will be held within ten (10) working days following the presentation of the grievance to the supervisor. The Union will have ten (10) working days following the meeting to notify the Department Director of its intention to proceed to the next step.

Step 2. The Department Director will meet with the Union Representative(s) within ten (10) working days after Notification by the Union of its intent to pursue the grievance. The Union will have ten (10) working days following the meeting to notify the Human Resources Department its intentions to proceed to the next step.

Step 3. Human Resources Department representative(s) will meet with the Union Representative(s) within ten (10) working days after notification by the Union of its intent to pursue the grievance. The Union will have ten (10) working days following the meeting to notify the President/CEO of its intention to proceed to the next step.

Step 4. The President/CEO will meet with the Union Representative(s) within ten (10) working days after notification by the Union of its intent to pursue the grievance. After this meeting, the President/CEO will have ten (10) working days to send the Employer's final position to the Union.

3. If the grievance is not resolved within this Section it may be taken to arbitration.

Section C: ARBITRATION PROCEDURES

1. In the event a resolution is not achieved in Step 4, the Union shall have fifteen (15) working days from date of notice of the Employer's final position (Step 4) to notify the President/CEO of the Union's intent to proceed to arbitration or the matter shall be considered closed.
2. If the parties cannot agree on an Arbitrator, said Arbitrator shall be selected from a list of five (5) names furnished by the Federal Mediation and Conciliation Service, with each side alternately striking one (1) name in order to reduce the list to one (1) person. Choosing first shall be determined by lot.
3. The compensation and expenses of the Arbitrator and the general expenses of the arbitration will be borne by the Employer and the Union in equal parts. Each party will bear the expense of its representatives and witnesses.
4. Understanding that neither party to this agreement condones client abuse in any way whatsoever, any Arbitrator hearing a case of **client** abuse must have some experience or training in the health care industry.

Section D: LIMITATION OF POWER OF ARBITRATOR

The power of the Arbitrator is limited as follows:

1. He/she shall have no power to add to, subtract from, or modify any of the terms of the Agreement.
2. He/she shall have no power to establish wage scales or, except as he/she herein is specifically empowered, to change any wage.
3. He/she shall have no power to decide any questions, which, under this Agreement, is within the responsibility of the Employer to decide.
4. The decision or award of the Arbitrator shall be based solely upon the evidence and agreements presented to him/her by the respective parties in the presence of each other. The decision or award of the Arbitrator shall be made in writing and shall be final and binding on all parties.

Section E: TIME LIMITS

1. The time periods specified in the grievance and arbitration procedures may be extended by mutual agreement.
2. If, at any point during the grievance procedure, the time limits are exceeded by either party without mutual agreement, the grievance shall be considered settled in favor of the other party.

ARTICLE 20 – SENIORITY/LAYOFFS

Section A: SENIORITY

1. Seniority, whenever used in this Agreement, shall mean the length of continuous service with the Employer from date of hire.
2. Seniority shall govern in all cases of layoffs and recall.
3. Employees shall have priority, by seniority, over applicants who are equally qualified when bidding for all shift preference, promotions, and transfers.
4. Part-time employees, when obtaining full-time status, shall have seniority from date of hire.

Section B: RESTRUCTURE

Employees offered a comparable position on the same shift as a result of a restructure and if the offer is declined will be considered to have voluntarily resigned their position.

Section C: LAYOFFS

1. The Employer agrees to make every reasonable effort not to lay off any employee(s) covered by this Agreement. If however, a position no longer requires a full or part-time employee(s) said employee(s) shall be given an opportunity to be assigned or reassigned to other full or part-time positions for which he/she possesses necessary general or specific skills. The employee(s) with the most seniority shall have first choice of transfer.
2. The employee(s) with the least seniority is/are the first to be laid off.
3. In the event of a lay-off, a two-week notice shall be given.
4. If any position(s) opens within six (6) months, the employee(s) shall be recalled by seniority.
5. If the employee(s) declines the re-employment in the same job classification and shift, then his/her right to be recalled is lost. If the recall is for a different shift or job classification and is declined, the employee's rights to be recalled remain during the six (6) months period.
6. It is the employee's responsibility to keep the Employer aware of his/her current address. Failing to do so, the employee will lose recall rights.
7. Employees rehired within six (6) months shall retain their seniority for all purposes excluding the time they were laid off.

ARTICLE 21 – TIME OFF FOR UNION ACTIVITIES

Section A.

1. General
 - a. An employee who is an authorized representative of the Union and who is covered by this Agreement will be given an excused absence without pay, or a leave of absence without pay, subject to the conditions stated hereafter. Such time off will not be granted in cases where an overtime or premium rate would have to be paid to the employee or employees replacing the Union representative(s). As used in this Article, the terms “excused absence” and “leave of absence” are defined as follows:

EXCUSED ABSENCE - An unpaid absence not exceeding thirty (30) consecutive calendar days.

LEAVE OF ABSENCE - An unpaid absence of over thirty (30) consecutive calendar days covered by a written leave of absence.
 - b. Requests for leave of absence for Union activities shall be made in writing by the President or Secretary-Treasurer of the Union, specifying the reasons for such leaves.

- c. When workload requirements demand, the employer has the right to deny time off for union activities.

ARTICLE 22 – UNION ACTIVITIES ON THE EMPLOYER’S PREMISES

Section A:

1. Authorized representatives of the Union shall be granted access to the employer’s premises where employees covered by this agreement are located.
2. The President or Secretary-Treasurer of the Union shall furnish the Employer a written list of representatives authorized access to the Employer’s premise for the purpose of processing grievances, and the conducting of appropriate Union business.
3. Visits for the purpose of conducting Union business shall not infringe upon the work or privacy of other employees nor interfere with work in progress.
4. Employer premise is defined as any location where the Employer conducts business.
5. The Department Director, or designee, shall be notified by the Union staff representative immediately upon arrival on Company Premise.
6. Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall:
 - a. Be confined to non-working hours unless supervisory approval is obtained. Non-working hours are defined as before and after the assigned hours of work and during non-working lunch periods and designed rest breaks.

ARTICLE 23 – USE OF UNION BULLETIN BOARDS

Section A:

1. The Employer agrees to permit the Union to use designated space for bulletin boards for the posting of Union announcements limited to:
 - a. Notices of Union meetings.
 - b. Notices of Union elections and the results of any voting.
 - c. Notices of various issues relative to Union involvement.
 - d. Notices of Union social and recreational activities.

2. All such notices shall be signed by an authorized representative of the Union. The Union agrees to monitor their bulletin boards and remove any non-factual, inflammatory, derisive material or any material not listed above. The Union will not post notice anywhere on the Employer's premises except on the designated bulletin boards.

Section B:

The Union will provide the Employer with a list of Union representative(s) authorized to post Union material on the boards.

Section C: WORK LOCATIONS

The Union may utilize space for bulletin boards per the attached "HGH Group Home Addresses" list.

Section D:

The Union agrees to provide management with a copy of all posted material.

ARTICLE 24 – USE OF MEETING ROOMS

The Employer agrees to allow the Union to use a meeting room at the main facility for meetings deemed necessary by the Union for the duration of this Contract. The Union must contact the Human Resources Manager to determine when time can be scheduled as to the availability of the meeting rooms.

The use of the meeting room by the Union will be restricted to twice monthly due to the three-shift schedule of the employees. However, the Human Resources Manager may authorize additional use of the meeting room, on an "as available" basis. The Union agrees to make every effort so that these meetings do not interfere with the work schedule.

ARTICLE 25 UNION DUES

Section A: PAYROLL DEDUCTION OF UNION DUES

1. The Employer agrees to make payroll deduction of an amount equal to the regular monthly dues from the first (1st) paycheck of each month upon receipt of a written authorization for payroll deduction.
2. The Employer shall provide the Union each month with a list of:
 - a. Employees hired or rehired.
 - b. Employees terminated or laid off.

c. Existing employees.

Section B: INDEMNITY TO EMPLOYER

The Union shall indemnify and hold the Employer harmless against any and all claims, lawsuits, demands or other forms of liability that may arise out of or by reason of action taken by the Employer at the specific direction of the Union fees.

1. The exact amount due.
2. How the amount was calculated.
3. An exact date that the money must be paid.

Section C: CWA Political Action Fund

The Employer agrees to provide for voluntary payroll deduction with the proper authorization to the CWA COPE PCC.

ARTICLE 26 – NO STRIKE – NO LOCKOUT

Section A:

The Union agrees that it will not (during the effective term of the Agreement) cause, permit, threaten, or participate in any strike, including the refusal to work or any other interference with the operation, management, or functions of the Employer.

Section B:

Any employees, individually or collectively, who shall cause or take part in any strike, work stoppage, interruption or any impeding or work, during the effective life of this Agreement, may be disciplined or discharged by the Employer.

Section C:

The Employer agrees it will not lock out employees during the effective term of this Agreement.

ARTICLE 27 – SEPARABILITY

Section A:

1. In the event that any Federal or State legislation, government regulation, or court decision caused invalidation of any Article or Section of the Agreement, the Employer and the Union agree to meet to negotiate any Article or Section so affected; all other Articles and Sections not so invalidated shall remain in full force and effect.
2. The Employer and the Union agree to meet within thirty (30) days from date of awareness to negotiate a replacement of the invalidated Article of Section.
3. Should the parties be unable to reach an agreement, the matter or matters shall be referred to mediation. Should mediation not resolve said issue(s), arbitration as described in **Article 19**, Section C, shall be used for final resolution.

ARTICLE 28 – CHANGE OF OWNERSHIP

HGH agrees to advise any successor or assignee of the stated terms and conditions of this Agreement and further agrees to abide by any relevant precedent court decisions governing same. It is the intent of the Union to bind its successors and assignees to this Agreement.

ARTICLE 29 – WAIVER

The parties agree that this Agreement constitutes the entire contract between them, governing wages, hours, and condition of employment and settles all issues on all matter subject to collective bargaining. The Agreement shall be final and binding on both parties unless the parties mutually agree to open the Agreement.

ARTICLE 30 – DURATION

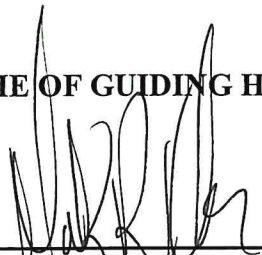
Section A:

This agreement shall become effective on **April 1, 2019** and remain in full force and effect until midnight of **March 31, 2022**, unless the Agreement is opened as prescribed in Section B below. Either party may reopen this Agreement in its entirety upon at least ninety (90) days but not more than one hundred twenty days (120) prior to **March 31, 2022** (expiration date). In the event the parties do not reach an agreement by **March 31, 2022** (expiration date), this Agreement shall continue to remain in full force and effect until the parties agree that they have reached an impasse and will seek mediation.

Section B:

Either party may reopen this Agreement upon at least ninety (90) days but no more than one hundred twenty (120) days written notice prior to the commencement of the second year of the Agreement on **April 1, 2020** and the third year of the Agreement on **April 1, 2021** for discussion or negotiations concerning either Article 10 Wages and/or any other two Articles of this Agreement **and/or to discuss resolution of any pending grievances and/or arbitrations.**

HOME OF GUIDING HANDS



Mark R. Klaus
President & CEO, HGH

Date: _____

5/7/2019

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 9509



Christopher Roberts
President, CWA Local 9509

Date: _____

MAR 7, 2019

Appendix A
Grade Ranges and Job Titles
Effective April 1, 2019

| Position Title | Grade | Minimum | Maximum |
|--|----------|---------------------|---------------------|
| Transportation Aid | 5 | \$12.00 | \$12.50 |
| Lead Transportation Aid | 5 | Rate of pay + \$.50 | Rate of pay + \$.50 |
| Transportation Driver | 6 | \$14.00 | \$17.50 |
| Lead Transportation Driver | 6 | Rate of pay + \$.50 | Rate of pay + \$.50 |
| Residential Service Technician/ Non Driver ICF | 6 | \$12.00 | \$15.60 |
| Residential Service Technician/Driver | 6 | \$12.05 | \$15.60 |
| Residential Service Specialist (with certification)/ICF | 6 | \$12.05 | \$15.25 |
| Sr. Residential Service/ICF | 6 | \$12.05 | \$15.25 |
| Residential Service Technician/Non Driver CCL's | 7 | \$12.25 | \$17.25 |
| Residential Service Technician/Driver CCL's | 7 | \$12.25 | \$17.25 |
| Residential Facilitator/ Non Driver Laughery & Pierce | 7 | \$17.50 | \$19.00 |
| Maintenance Tech | 7 | \$12 | \$21.25 |

APPENDIX B
 Residential Service Technician – Career Development Program
Effective April 1, 2019

| | | |
|---|--|---|
| <p>Educational Requirement:</p> <p>Grossmont/Cuyamaca College Disability Management Program: 2 Core Courses (or equivalent)</p> <p>Course 1: Disability & Society Course 2: Techniques of the Developmental Disability Specialist</p> <p>Must complete both classes and with a grade of “C” or better to be eligible for the wage increase.</p> | <p>New Job Title:</p> <p>Residential Service Specialist</p> | <p>One-Time Pay Adjustment:</p> <p>Receive twenty-five (0.25) cents per hour wage increase, effective on the first day of the pay period after submitting documentation to the Human Resources Manager, reflecting completion of both courses; and each with a final grade of “C” or better.</p> <p>No employee’s hourly wage shall exceed the maximum for Grade 6 (\$15.60/hr) as result of this wage increase.</p> |
| <p>This program is available to all Residential Services Technician/Residential Facilitator classifications</p> | | |

CWA 9509

CWA Local 9509
7548 Trade St
San Diego CA 92121

Hours 8am – 5pm
Monday - Friday

Office – 858-695-1509