## Article 2: Non-Discrimination & Compliance with the Law

2.1 The Employer and the Union agree that neither party shall discriminate against employees, and both parties agree to maintain a workplace in which all employees and qualified applicants are treated with respect and dignity. The Employer prohibits discrimination against any employee of actual or perceived race or ethnicity, hair texture and length, protected hairstyles. hair color, skin pigmentation, religion, creed, age, sex, disability, national origin, immigration status, native language, military service/veteran status, pregnancy, body feeding/nursing, medical status, HIV Status, reproductive choices, body weight, sexual orientation, gender identity or expression, genetic information, ancestry, marital status, or status as a victim/survivor of domestic violence in accordance with all applicable federal, state, and local laws. Furthermore, the Employer prohibits discrimination against any employee on the basis of actual or perceived other statuses protected by applicable state or local law, for engaging in "lawful off-duty activities" (as defined by CRS 24-34-402.5), for union membership/non-membership, or engaging in union activities. The Employer further agrees to duly consider reasonable accommodations for individuals with disabilities or other related impairments in accordance with the Americans with Disabilities Act (ADA) which may impact their ability to reasonably perform the function of their role as outlined in their job description and in accordance with federal, state, and local law. Employees may have a Union representative present for these discussions.

The policy regarding discrimination outlined above shall apply to all terms, conditions, and privileges of employment, including testing, training and development, promotion, transfer, compensation, benefits, termination, and layoffs. The Employer is committed to making employment decisions based on valid job-related requirements.

- 2.2 Performance. In the performance of their duties, all bargaining unit members and the Employer are required to adhere to applicable laws. Further, all bargaining unit members are also expected to follow any applicable codes of ethics concerning their respective disciplines.
- 2.3 Reporting Patient/Client Care Concerns. Employees who have concerns about whether work tasks are unsafe or conflict with professional licensing standards may request to be relieved from an assignment.
- 2.4 No Retaliation. No employee shall be retaliated against for raising legitimate questions/concerns or reporting alleged violations. Employees shall have the right to Union representation when raising concerns.
- 2.5 In the event any law, regulation or governmental order, or the final decision of any court or board of competent jurisdiction affects any one or more provisions of this agreement, the parties shall bargain the impacts of the change in law, regulation or governmental order, or the final decision of any court or board of competent jurisdiction.
- 2.6 Notices regarding federal, state, and local ordinances can be found at https://cdle.colorado.gov/. The Employer shall notify the Union in writing if compliance will

require modification of the Collective Bargaining Agreement. In the event either party feels it is necessary to modify the Collective Bargaining Agreement to comply with federal, state, and local ordinances, laws, and regulatory agencies, the parties agree to negotiate meet and confer over such proposed changes.

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### Article 3: Definitions

- 3.1 Full-Time. An employee who is regularly scheduled to work thirty (30) or more hours per week. Full-time employees are eligible for benefits and PTO in accordance with applicable contract provisions.
- 3.2 Part-Time. An employee who is regularly scheduled to work less than thirty (30) hours per week. Part-time employees are eligible for prorated benefits and PTO in accordance with applicable contract provisions.
- 3.3 Temporary Employees. A temporary employee is defined as an employee hired directly by the Employer or hired through a staffing agency to work any predetermined work schedule; not to exceed six (6) months in duration. The six (6) month period shall be paused when there is an active job posting for the position being filled by a staffing agency employee. In instances where a temporary employee is replacing an employee on a leave of absence, the temporary status will automatically be extended for the duration of the leave. Temporary employees are not covered by this collective bargaining agreement and are not required to pay dues or fees to the Union as a condition of employment. The Employer and the Union may mutually agree to extend the employment of a temporary employee beyond six (6) months, and shall bargain over the parameters of such an extension.
- 3.4 Probationary Employees. All new employees shall be considered to be employed on a probationary basis until so employed for ninety (90) consecutive calendar days, unless extended at the sole discretion of the employer as a probationary employee for no more than an additional thirty (30) days. During the probationary period, probationary employees shall be subject to immediate discharge at the sole discretion of the Employer and shall have no recourse to the grievance and arbitration procedures of this Agreement. Upon completion of the probationary period, such employee shall be placed on the seniority list as of his most recent date of hire with the Employer.

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#### **ARTICLE 6**

#### DISCIPLINE AND DISCHARGE

- 6.1 The Union recognizes and acknowledges that the Company has a duty to maintain good discipline among its employees because the Company is responsible for the efficient operation of its business.
- 6.2 Just Cause. The Employer shall have the right to discharge, suspend, or discipline any bargaining unit employee for just cause. The Union and Employer acknowledge the Employer's right to have disciplinary procedures and policies.

Any employee terminated because the Employer is legally required to do so shall be deemed to have been terminated for just cause.

- 6.3 Disciplinary Process. If the Employer has reason to discipline an employee, the Employer shall make a reasonable effort to impose such discipline in a timely manner, not longer than fifteen (15) business days after an investigation has concluded, absent unusual circumstances. Such discipline will not intentionally embarrass the employee before other employees, the clients, or the public. Disciplines will not unnecessarily be disclosed to other employees. All employees shall be treated with respect and dignity at all times.
- 6.4 Investigatory Suspension. When an employee is placed on suspension or administrative leave for the purpose of conducting an investigation into allegations of misconduct or policy violations, leadership will provide an explanation to the employee for the reason the suspension is being given before the suspension begins or at the time the employee is interviewed as part of the investigation. In the event that the investigation does not result in discipline the employee shall receive pay for work time missed at their base pay rate. The parties acknowledge that the suspension or administrative leave may be converted to an unpaid suspension of no more than one (1) month with time served, if just cause exists.
- 6.5 Performance and Misconduct Correction Process. Corrective action may be given for failure to meet expectations with respect to policy/procedure; performance; behavior/conduct; and attendance. Corrective action will be issued in the following progressive steps:
  - 1. First Warning;
  - 2. Second Warning;
  - 3. Performance Improvement Plan (PIP)
  - 4. Termination

In cases of severe infractions the Employer may proceed directly to second warning, PIP, or termination.

If an employee goes twelve (12) months without any intervening disciplines for any reason first warning, second warning, and PIP performance/misconduct corrections issued more than one (1) year previously shall not be relied upon as the basis for further disciplinary action against an employee, although such prior disciplines may be used to establish other facts, such as knowledge.

- 6.5.1 Performance Improvement Plans (PIP). A PIP may be issued to an employee who is not meeting performance expectations. The PIP may be for thirty (30), sixty (60), or ninety (90) calendar days. During the time the employee is on the PIP, the employee will be expected to comply with the expectations set forth in the PIP and make regular progress on the plan. The Employer will have regular (with no more than three weeks between) check-ins (during time that the employee regularly works) of the PIP to evaluate the progress with the employee. The Employer shall provide support that may include additional training, shadowing, supervision meetings, and/or any other resources that will help the employee be successful; support options listed here shall not be denied, within reason. If after regular check-ins and customized support, the employee fails to meet or exceed the expectations set forth in the PIP within the time frame indicated, this may result in termination. Such actions are subject to just cause review. The Employer may extend the duration of the PIP if the employee has demonstrated improvement but has not met or exceeded all expectations. The employee shall have the right to Union representation when initially receiving the PIP.
- 6.6 Discharge and Suspension Notification. The Employer will notify the Union in writing via email of any discharge or suspension within seventy-two (72) hours, in the event that a holiday in combination with a weekend makes the seventy-two (72) hour window unfeasible the timeframe shall be extended by an additional twenty-four (24) hours.
- 6.7 Right to Representation. An employee shall have the right to have a Union Steward and/or a Union representative present, if the employee so requests, at any investigatory meeting, meeting for a disciplinary matter, or an interview in which the employee reasonably believes that discipline could result. Such a meeting shall include a short explanation of the purpose of the meeting. The Employer may have a witness present during the investigatory meeting. Prior to starting a disciplinary or investigatory meeting, the Employer shall inform the employee that they have a right to Union representation.
- 6.8 Review of Files. All employees shall have the right to review their personnel files. Neither the Employer nor employee may remove any documents from the personnel record unless mutually agreed upon, and the employee can obtain copies of any documents contained therein. The employees may review their personnel files at the administrative office by scheduling an appointment with the Human Resource Director or designee or by requesting an electronic copy of their file; the Human Resource Director or designee must be present while the employee is reviewing the file.

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#### **ARTICLE 7**

#### **GRIEVANCE AND ARBITRATION**

- 7.1 Purpose. The purpose of the grievance procedure is to provide a means for prompt and orderly resolution of disputes between employees and the Employer.
- 7.2 Informal Resolution. The parties encourage employees to engage in the informal resolution process to resolve misunderstandings and to avoid unnecessary grievances. Therefore, employees are encouraged to discuss the subject matter of a potential grievance with their immediate supervisor before filing a formal grievance. If an employee engages in informal resolution with their supervisor, it shall pause the timelines of the grievance process for up to seven (7) calendar days unless the supervisor indicates in writing that they no longer wish to discuss the matter via informal resolution, or in the event that the Union files a grievance.
- 7.3 Definition. For purposes of this Agreement, a "grievance" is defined as any dispute or disagreement arising under and during the term of this Agreement by an employee against the Employer or by the Union on behalf of represented employees alleging a violation, misinterpretation or misapplication of an express provision of this Agreement or of the employee handbook.
- 7.4 Step 1. A grievance shall be documented in writing and submitted to <u>leadership the direct</u> supervisor and Human Resources within eleven (11) calendar days of the event, giving rise to the grievance or the end of the informal resolution step if such step was utilized. The written grievance shall state the facts of the grievance, information requested (if any), and the remedy/relief desired. The grievant, their Union Steward/Representative, <u>leadership the direct</u> supervisor, and the Human Resource Manager shall have a meeting to discuss the grievance within eleven (11) calendar days, unless events and circumstances precludes such meeting (i.e., scheduled vacation). The supervisor shall submit their written response within eleven (11) calendar days following the Step 1 hearing. If the supervisor denies the grievance, the response shall state the reasons for the denial. The Employer's failure to provide a written response within fifteen days shall be construed as a denial of the grievance at Step 1.
- 7.5 Step 2. If the grievance remains unresolved after Step 1, the written grievance must then be submitted to the Human Resource Manager within fifteen (15) calendar days of the end of step 1. A conference should shall be held between the concerned parties within fifteen (15) calendar days, unless events and circumstances preclude such meeting (i.e., scheduled vacation). The Human Resource Manager shall submit a written answer within fifteen (15) calendar days following the conference. If the grievance is still denied, the response shall state the reasons for the denial. The Employer's failure to provide a written response within fifteen (15) days shall be construed as a denial of the grievance at Step 2.
- 7.6 Arbitration. As a prerequisite to appeal to arbitration, the grievance shall have been properly processed through the grievance steps. An appeal to arbitration shall be made to the Executive

## Article 7 - Grievance - ER 5.29.25

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Vice President of Human Resources (or their designee) within twenty (20) calendar days after the receipt of the Employer's Step 2 response or construed denial of the grievance. If the Union elects to pursue a grievance through to arbitration, the parties will proceed as follows:

7.6.1 If the parties are unable to mutually agree upon an arbitrator, then the Federal Mediation and Conciliation Service (FMCS) shall be requested to nominate five (5) potential arbitrators. All FMCS arbitration panels shall be drawn from the regional pool of arbitrators. The arbitrator shall be selected as follows: From this list of five (5) prospective arbitrators, the Union and the Employer shall strike one (1) name until there remains only one (1) name on the list. A flip of a coin (or other verifiably randomized method) shall determine who shall strike the first name. The person whose name remains shall become the sole arbitrator of the grievance. It is understood and agreed between the parties that the decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The arbitrator shall have no power to establish wage scale or wage structure. The Union and the Employer shall share the expense of the arbitrator and reporter, if utilized, equally. Only one (1) grievance shall be heard in an arbitration proceeding, unless otherwise mutually agreed upon between the Employer and the Union.

7.7 Time Limits. The time limits for processing grievances contained herein may be extended by the mutual consent of the parties made in writing. All formal steps in the grievance procedure as set forth above must be exhausted prior to proceeding to arbitration unless agreed to between the Union and the Employer. If the Union fails to timely process a grievance through any step, the grievance shall be considered resolved based on the Employer's response at the last step through which the grievance was processed.

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## Article 8: Seniority

- 8.1 Definition. Seniority shall be defined as the length of continuous service with the Employer (or any of its predecessor organizations) from the first day worked. After ratification, if a nonbargaining unit employee enters the bargaining unit, their seniority date shall be the date they enter the bargaining unit for the purposes of layoffs, scheduling, and any other seniority-based processes in this Agreement.
  - 8.1.1 In the event that two or more employees began work on the same date, for each incident of a seniority matter between them, the employees shall meet with an HR representative and each employee shall roll a set of dice; the employee who rolls the highest number shall be considered more senior.
- 8.2 Termination of Seniority. An employee's seniority shall terminate if:
  - Voluntary resignation or retirement
  - Termination for just cause
  - Failure to return to work upon expiration of an authorized leave of absence
  - Layoff equal to or in excess of twelve (12) months
- 8.3 Accumulation of Seniority. For full-time and part-time employees, seniority shall accumulate based on length of continuous years of service in any bargaining unit classification at any of the Employer's facilities or, in the case of interrupted service, as enumerated within this Article.
- 8.4 Seniority Rights. The parties agree that seniority shall be utilized only as specified in this agreement, specifically in transfers, scheduling, reductions in force/layoff, reorganization, paid time off, and leave accrual, or in any decision affecting two (2) or more employees.
- 8.5 Exit From and Return to Bargaining Unit. If the Employer hires a bargaining unit employee into a non-bargaining unit position, seniority will cease to accrue for the duration of time the employee remains outside of the bargaining unit. If the employee returns to the bargaining unit, they shall regain their prior accumulated seniority and their seniority will resume accruing.

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Article 9: Job Postings, Selections, & Transfers

9.1 Job Posting. When the Employer determines a vacancy exists in classifications covered by this Agreement, the vacancy shall be posted for a minimum of seven (7) calendar days to the Employer's internal job board, and emailed to all employees. Bargaining unit employees shall be considered first before non-bargaining unit employees or external applicants.

Pay, qualifications, and a brief description of the job duties shall be included on all job postings and announcements. The Employer agrees that job qualifications and experience requirements shall be reasonably related to the vacant position. Bargaining unit employees shall submit an internal application to Human Resources stating their interest in an open position. The Employer shall within a reasonable amount of time post vacant positions and hire as budgetary and programmatic requirements permits.

- 9.2 Employment Restrictions. The Employer may employ individuals who are related by blood or marriage. However, such related employees shall not occupy positions which are in a direct line of supervision.
- 9.3 Selection. In review of the employee and external candidates who apply for posted bargaining unit job vacancies, consideration shall be given to the following criteria in order:
  - 1. Demonstrable technical and specialized knowledge, and relevant educational background
  - 2. Objective quantifiable performance and previous experience with preference given for length of service and performance with the Employer.

The Employer values and shall consider current employees for internal advancement.

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Where scheduling allows, the Employer may offer to include bargaining unit employees on interview panels for external candidates for bargaining unit position. The selection of panel members is at leadership's sole discretion. Such employees may provide input and express their opinions regarding a candidate's suitability for the position under consideration. Nothing in this provision shall be construed to limit or impair the Employer's exclusive right to select, hire, or reject any candidate, consistent with the Employer's management rights as set forth elsewhere in this Agreement.

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## Article 10: Job Security

10.1 Involuntary Transfers & Reorganizations. The Employer shall notify the Union prior to involuntarily transferring an employee or reorganization. In the event the Employer transfers or reorganizes a department impacting one or more employees involuntarily from one facility, department, or work area to an open position, the employee(s) who possess(es) the required skills and qualifications for that position as delineated in the job posting shall be transferred in inverse order of seniority (i.e., the least senior employee(s) will be required to transfer). In the event of multiple involuntary transfers, the employees shall select bargaining unit positions to transfer into in order of seniority (i.e. the most senior shall select the position they transfer into followed by the next most senior). When transferring an employee, such employee shall receive thirty (30) calendar days notice of such transfer or reorganization.

10.1.1 Operational Reorganization Procedure. In the event an employee's position is eliminated and the Employer has another vacant position that the employee is qualified to fill, the Employer shall offer to transfer the employee to any available, comparable position, for which the employee is qualified. The employee may select or decline the offer to move to the open position. If the employee declines, no further opportunities will be offered. Employee(s) affected by reorganization shall supersede all other <u>similarly qualified</u> candidates not affected by a reorganization.

10.2 Reduction in Force/Layoff Notification. The Employer and the Union recognize the importance of promoting all reasonable avenues to enhance employment, hours, and positions for all employees. To meet this goal, when any job reduction in force/layoff would affect members of the bargaining unit or vacant jobs normally held by the bargaining unit, the Employer agrees to notify the Union at least thirty (30) calendar days in advance. The Employer and Union shall meet and confer soon after for the purpose of discussing said effect and allow the opportunity for employee input into the proposed changes and retention of current staff.

10.3 Reduction in Force/Layoff Procedure. The following procedure shall be used to accomplish a reduction in force/layoff (a net reduction in staff with insufficient vacancies to accommodate all qualified employees):

- In the event a vacant position is eliminated and no employee is affected by the elimination, the Employer shall inform the Union of the elimination of the vacant position and take no other action.
- First, temporary employees shall be first reduced in force.
- Second, volunteers will be requested from the job classifications and divisions affected.
- Third, the least senior employee(s) in the job title of the division targeted for reduction/layoff shall be reduced/laid off. However, an employee slated for reduction/layoff may bump the least senior employee in the same job title in another division within the bargaining unit. The bumping process shall begin no later than fifteen (15) calendar days into the thirty (30) calendar day layoff notice. Bumping shall close thirty (30) calendar days after notice is given.

10.4 Lay-Off Notice. All employees to be affected by a reduction in force/layoff shall receive at least thirty (30) calendar days notice or thirty (30) calendar days pay at base rate in lieu thereof.

10.5 Recall. In the event that the Employer performs a reduction in force/layoff and within one (1) year vacant bargaining unit positions become available, the Employer shall inform the Union prior to beginning the recall procedure. Employees reduced/laid off shall be recalled in order of seniority for any bargaining unit job vacancy for which they are qualified. Employees on lay-off status shall be informed of recall opportunities by contact from the Employer by telephone or email. The employee shall notify the Employer of their decision regarding the available position within seven (7) calendar days of notification and may do so by telephone or email. If the employee accepts the position, the employee shall report to work no later than twenty (20) calendar days after accepting the position. An employee who fails to respond to a job offer or return to a position which the employee has accepted as specified above shall forfeit further recall rights, unless such failure to contact the Employer was due to good cause.

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## Article 12 - Health and Safety - SEIU 2nd Counter Proposal 7/18/25

## Article 12: Health & Safety

- 12.1 Assurance. The Employer shall take all reasonable measures to ensure a safe and healthy working environment. The parties agree to a cooperative effort to improve practices related to health and safety for staff, visitors, and clients. The Employer further agrees to meet all health and safety standards as required by applicable regulatory agencies. The Employer shall pay for required tuberculosis (TB) tests, influenza vaccinations, COVID-19 vaccinations, if necessary and not already covered by the Employer's health insurance plan, to meet legal and licensing requirements. The employees must first seek coverage through their health insurance plan. The existence of a co-pay or deductible shall not require the employer to pay for these services.
  - 12.1.1 Safety. The Employer shall provide intranet access to, and at least one physically printed copy per team of, those policies the Employer has in place for safety hazard events. When a concern regarding the safety of a staff member, visitor, or client arises, staff will initially work with leadership to discuss the concern. Examples of safety concerns hazard events may include, but are not limited to: power outage, construction, mold, water damage, lack of water, flooding, fumes, wildfire smoke, extreme temperatures, ergonomics issues, concerns with clients, infectious diseases, and workplace design. If the concern is not resolved through collaboration with leadership, the Employer agrees to meet with the Union and the affected employee(s), to discuss what steps, if any, should be taken to mitigate risk. If the risk(s) is unable to be mitigated and the employer closes the location, the Employer shall pay the affected employees at their base rate of pay for all hours they would have worked until the risk(s) has fully abated.
- 12.2 Training. To ensure the wellbeing of staff and clients, the Employer shall provide periodic training(s) to employees on issues related to health and safety. The Employer shall reasonably and in a timely manner ensure training(s) are provided annually on the following subjects: crisis de-escalation and intervention methods with aggressive clients, first aid, communicable diseases, active threat, Narcan administration, and other similar topics, where applicable. CPR shall be scheduled separately due to the nature of the training and shall be offered to all employees. Whenever employees are required to have such training for licensure and Mental Health Services standards, the training shall be mandatory and the method of training shall be at the sole discretion of the Employer. All mandatory health and safety training(s) shall be paid for by the Employer.
- 12.3 Drug-Free and Alcohol-Free Workplace. In accordance with the Drug-Free Workplace Act of 1988, the Employer prohibits the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including alcohol, during work hours, on the Employer's premises or other Employer work sites.

An employee who is arrested, charged, convicted, or\_pleads guilty or to no contest under a criminal drug statute for a violation occurring in the workplace must notify Human Resources within five (5) business days of such arrest, charge, conviction or plea.

Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. Please contact Human Resources with any questions. There shall be no random drug or alcohol testing during the term of this agreement, unless required by law.

- 12.4 Reporting of Accidents and Injuries. If an employee suffers a work-related incident, injury, and/or illness, the employee is required to report the injury or illness to leadership within twenty four (24) hours and accurately complete any required paperwork in a timely manner, unless medically unable to do so, and in conformance with the Colorado Worker's Compensation law. Employees who receive treatment for job-related injuries must receive such treatment from an Employer designated provider. Information on designated provider locations and telephone numbers will be provided as needed. If any employee is in an automobile accident while performing their duties, the employee is required to immediately report the accident (within twenty-four (24) hours, unless medically unable to do so) to leadership and complete any required paperwork in a timely manner.
- 12.5 Referrals to Telehealth. Bargaining unit employees have the right to discuss with leadership whether to meet with clients via telehealth in the event of a client posing a threat or risk of violence, or actively violent or aggressive behaviors. If approved by leadership, the bargaining unit employee will consult with their manager or supervisor to request to provide services to that client via telehealth.
- 12.6 Availability of Clinical Consultation. The Employer shall ensure that a clinical consultant is available during work shifts. A clinical consultation shall be available for clinically relevant questions within thirty (30) minutes of receiving a call.

12.7 Clinica Policies. Employees shall comply with all Clinica Health and Safety policies, unless any policy conflicts with the language of this Collective Bargaining Agreement.

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#### Article 13: Committees

- 13.1 General. In order to facilitate communication and cooperation between the parties, committees shall be formed to address areas of concern. The appropriate Union and Employer representatives shall meet to discuss the nature of the concern and the guidelines for the committee. Union committee representatives shall be paid by the Employer for time spent in these committees at their regular rate of pay. Union committee representatives shall not be unreasonably denied release from their normal work in order to attend committee meetings. The role of committees is advisory, rather than decision-making. Committees shall not have any authority to bargain or reach agreement over any terms or conditions of employment nor have any authority to change any terms of the Collective Bargaining Agreement. Committees shall hold their first meeting no later than sixty days (60) from the date of ratification of this agreement.
- 13.2 Labor Management Committee (LMC). Employees(s) and management shall be assembled to discuss day-to-day internal workplace matters, such as working conditions, and related issues. While the Committee has no authority to manage the organization or change the collective bargaining agreement, the goal of the committee is to make the Employer a sustainable place to work by collaborating to resolve both areas of mutual concern or disagreements between the parties.
  - 13.2.1 The Employer and the Union shall each designate up to four (4) of their own participants. LMC meetings shall be scheduled quarterly by the Employer and may be canceled or rescheduled upon mutual agreement of the parties. Employees attending LMC meetings shall be paid at their regular rate of pay without differentials. This meeting shall not be held in lieu of regular staff meetings.
- 13.4 Safety Committee. The Union and the Employer shall designate up to four (4) union members/organizers and managers to attend the Safety Committee. The Safety Committee shall meet quarterly for no more than two (2) hours to address workplace safety concerns and work together to implement solutions to improve safety. The committee shall address issues including, but not limited to:
  - Safety of staff and clients
  - Emergency preparedness
  - Active threat
  - Natural disasters
  - Safety protocols (See Article 12)
  - Safety training
  - Staffing levels
- 13.4.1 Safety Committee meetings shall be scheduled quarterly or upon request and agreement of each party and may be canceled or rescheduled upon mutual agreement of the parties.

# Article 13 - Committee - TA

Employees attending safety committee meetings shall be paid at their regular rate of pay without differentials. This meeting shall not be held in lieu of regular staff meetings.

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Article 18: Mileage, Transportation, & Personal Property

18.1 Driving. If the employee is asked to drive or requests to drive an Employer-owned vehicle. the employee shall be required to submit a copy of the employee's current driver license and current proof of insurance to Human Resources. Employees shall not drive Employer-owned vehicles without Human Resources' prior approval. The Employer shall maintain the safety and effective functionality of the Employer-owned vehicles. If the employee is unable to drive due to licensing and/or insurance availability, such employee shall not be subject to disciplinary action and/or loss of position unless it is a requirement set forth in the job description. If such a driving requirement results in the loss of position, an employee shall be eligible to apply for open positions as specified in Article 9. If an employee who drives an Employer-owned vehicle receives any moving violations at any time, that employee must report the moving violation to Human Resources or be subject to discipline. Employees using their own vehicle for businessnecessitated travel during the workday shall be reimbursed at the IRS rate for mileage reimbursement per CFHW policy.

18.2 Damage to Personal Property. In the event it is determined in the course of business that a client is the direct and sole cause of damage to the employee's personal property located at the worksite, employee's vehicle, or property within the vehicle, the employee shall be reimbursed for documented damage for no more than \$500 per calendar year per employee. Compliance with this provision may not arbitrated but may be grieved through the second step.

18.3 Cell Phones. Except for security and emergency purposes, the Employer shall not require nor compel employees to utilize their personal phone or other devices for work purposes.

18.4 Reimbursement. Bargaining unit employees shall not be required to use personal funds for the purchase of any item(s) for use by the company, unless by mutual agreement between the employee and the Employer.

MRM Megan Milm 05/29/2025 Broke at 5/21/25