

Collective Bargaining Agreement
between
Workers Assistance Program
and
Communications Workers of America, Local 6186, AFL-CIO
2012 - 2013

PREAMBLE

The management of Workers Assistance Program and the Union mutually recognize that it is in the best interests of all affected parties, that all relationships between them continue to be characterized by mutual cooperation, responsibility and respect. In addition, the parties are united in our commitment to the Workers Assistance Program, in our shared goal of assuring the continuing strength and growth of our organization.

This agreement is made and entered into by and between Workers Assistance Program, Inc., hereinafter called the Employer and the CWA – TSEU Local Union 6186., affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter called the Union.

ARTICLE I. RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all bargaining unit employees, wherever located. See Appendix A.

ARTICLE II. MANAGEMENT RIGHTS

It is agreed by the parties that the WAP Management reserves all rights, powers, privileges, and authority, which it had before it entered into a contractual relation with the Union, excepting only those conditions and issues specifically described in this agreement.

It is further agreed between the parties that the management of the WAP, its operations and the direction of the work force shall be vested in the WAP Management, and that management has the prerogative and responsibility to direct all personnel, to select, hire, discharge, promote, transfer, discipline, schedule and assign work to be performed, transfer or lay off employees because of lack of work or other legitimate reasons, except as specifically modified by the provisions of this CBA.

ARTICLE III. MANAGEMENT REPRESENTATIVES

The Employer shall furnish the Union with a list of designated representatives authorized to deal with the Union and any changes thereof in writing.

ARTICLE IV. COOPERATIVE RELATIONSHIP

The CWA and the WAP Management agree to collaborate to the greatest extent possible, consistent with other provisions of this CBA, on matters that affect the strength of the organization and quality of the services of the WAP.

ARTICLE V. UNION/MANAGEMENT COMMITTEE

The parties agree to form a Union-Management Committee for the purposes of facilitating open discussion of issues that affect the WAP and/or its Employees. The committee will consist of three (3) members appointed by the WAP and three (3) members appointed by the Union. The Chair of the committee will be rotated on a meeting by meeting basis. The power of the Chair is limited to the orderly conduct of the meetings. The committee will meet twice each year, in January and in July, unless otherwise agreed by the parties. Agenda items will be submitted to the Chair no less than five (5) working days in advance of each meeting, and the Chair will introduce for discussion all submitted agenda items except as previously agreed by at least five (5) of the committee members. Decisions taken by this committee will be considered as suggestions to both the Union and to WAP management. The Union/Management Committee does not have the authority to discuss, alter, change or modify the terms and conditions of the Collective Bargaining Agreement.

ARTICLE VI. UNION SECURITY

Usage of the Union Label. All correspondence transmitted from the Employer's office shall carry a Union Label, except in cases where the work of such correspondence is performed by non-union employees. In that case, it shall be a violation of this agreement for the Employer to permit the usage of the union label. The Employer shall have the right to use the union label on other work prepared by members of the Union at the Employer's discretion.

ARTICLE VII. CHECK-OFF OF INITIATION FEES AND DUES

Union Information for New Employees:

The WAP Management agrees to include introductory information about the Union, including a dues authorization card, with its new employee orientation materials. The Union agrees to design, reproduce, and provide these materials to the WAP management. See Appendix B.

ARTICLE VIII. PEACE TIME TRAINING AND LOCAL EMERGENCY SERVICE WITH THE ARMED FORCES

Section 1. An employee who is a member of the National Guard, State Guard, Naval Militia, or Reserve Components of the Armed Forces shall be granted absence for normal required training, or when ordered out for active local emergency service shall be granted absence for such service. Such absence shall not exceed 10 working days.

Section 2. Before an employee is granted absence for conditions set forth above, he/she shall furnish official evidence that he/she has been ordered to duty for the period requested.

ARTICLE IX. PARKING

Employer agrees to provide adequate parking facilities for all employees.

ARTICLE X. BULLETIN BOARDS

The WAP management agrees to provide space in locations mutually agreeable to the Union and to the WAP management for a bulletin board at each physical location that will be reserved for items selected and posted by the Union. The Union will be free to post any items of its choosing on this bulletin board, except the Union agrees that it will not post items that violate non-discrimination, harassment, hostile workplace environment **or any provision of this CBA.**

ARTICLE XI. HEALTH, SAFETY, ENVIRONMENT AND DISCRIMINATORY ACTIONS

Section 1. RESPONSIBILITIES

It is the responsibility of Workers Assistance Program to provide a safe and healthy workplace free from recognized hazards. Workers Assistance Program and the Union recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters.

Section 2. FACILITIES

Proper heating, lighting, and ventilating systems shall be installed where needed and maintained in good working condition.

Section 3. REPORTING ADVERSE CONDITIONS

Any adverse health, safety, or environmental conditions, including but not limited to those dealing with video display and workstations, should be reported to Human Resources for timely resolution. General safety guidelines are provided in the policy manual (2.05 Safety).

Section 4. EQUAL OPPORTUNITY EMPLOYER STATEMENT

Workers Assistance Program, Inc. believes that equal opportunity for all employees is important for the continuing success of our organization. In accordance with state and federal law, Workers Assistance Program, Inc. will not discriminate against an employee or applicant for employment because of race, disability, color, creed, religion, gender, sexual orientation, age, national origin, ancestry, citizenship, veteran status, or non-job related factors in hiring,

promoting, demoting, training, benefits, transfers, layoffs, termination, recommendations, rates of pay, or other forms of compensation. Opportunity is provided to all employees based on qualifications and job requirements.

Section 5. AFFIRMATIVE ACTION STATEMENT

Workers Assistance Program, Inc. provides equal employment opportunity to all persons without regard to race, color, religion, disability, gender, sexual orientation, age, or national origin, and promotes the full realization of this policy through a positive, continuing program of affirmative action. WAP is committed to equal opportunity for all applicants and employees in personnel matters including recruitment and hiring, benefits, training, promotion, compensation, transfer, and layoff or termination. Workers Assistance Program, Inc. strives for a staff that reflects diversity.

Workers Assistance Program, Inc. will attempt to achieve and maintain a diverse work force. These steps may include, but are not limited to, the following:

- A. Ensuring that Workers Assistance Program, Inc.'s policy regarding equal employment opportunity is communicated to all employees.
- B. Ensuring that hiring, promotion, and salary administration practices are fair and consistent with the policy of Workers Assistance Program, Inc.
- C. Reporting to the Board of Directors on all activities and efforts to implement Workers Assistance Program, Inc.'s policy of equal employment opportunities.
- D. To the extent that our staff is not diverse, Workers Assistance Program, Inc. will make special recruitment efforts as part of this plan.

Each supervisor and member of the management staff must provide equal opportunity for all employees with regard to work assignments, training, transfer, advancement, and other conditions and privileges of employment, and to work to assure a continuation of this policy of equal employment opportunity.

Section 6. DISCRIMINATION AND HARASSMENT

Both parties support the prohibition of any practices that could reasonably be interpreted as sexual harassment, or harassment based on any of the categories in the non-discrimination provisions of this article, and both parties commit to practices that support diversity, nondiscrimination, and freedom from harassment in the WAP workplace.

Any employee who believes that he or she has been the subject of discrimination should report the alleged act immediately to Human Resources, the Chief Executive Officer, or their supervisor. Employees are encouraged to engage the grievance procedure when making a report. Human Resources, the Chief Executive Officer, or the supervisor will make every effort to ensure that complaints are resolved promptly and efficiently. The complaint will be investigated and the employee and the person(s) alleged to violate this policy will be advised of the findings. WAP will comply with state and federal courts and regulatory agency laws and

requirements. All findings related to the investigation will be confidential and kept separate from the personnel files.

Any supervisor or employee who is found after appropriate investigation to have engaged in discrimination of another employee will be subject to appropriate disciplinary actions, up to and including termination.

Section 7. ADA COMPLIANCE STATEMENT

Workers Assistance Program, Inc. welcomes applications from people with disabilities and does not discriminate against them in any way. Workers Assistance Program, Inc. complies with the Americans with Disabilities Act (ADA) of 1990. For example, by...

- A. Considering all applicants with disabilities for employment using the same criteria as are used for the employment of persons without disabilities.
- B. Considering employees with disabilities for promotion using the same criteria that are used for the promotion of employees without disabilities.
- C. Taking steps to make its facilities barrier-free and accessible according to appropriate federal and state statutes.
- D. Making scheduling and other adjustments to reasonably accommodate employees with disabilities.
- E. Educating employees to the fact that individuals with disabilities are employed by Workers Assistance Program, Inc. and should not be discriminated against.
- F. Posting notices explaining the provisions of ADA and employee rights under the law.

Section 8. A Civil Rights Committee will be formed with equal representation of Management and Union to discuss and make recommendations to further prevent sexual harassment or harassment of any kind and support diversity and nondiscrimination. The Committee will meet at least annually and additional meetings may be convened on an as need basis as requested by HR.

ARTICLE XII. EMPLOYEE DISCIPLINARY PROCESS AND EMPLOYEE EVALUATION PROCESS

Both the Employee Disciplinary Process and the Employee Evaluation Process are subject to the Grievance Procedure.

ARTICLE XIII. STEWARDS

Section 1. The Union shall furnish the Employer with the name of the Union Steward or any changes thereof in writing. The number of Union Stewards shall not exceed four (4).

Section 2. The Employer shall furnish the Union with a list of designated representatives who are excluded from the bargaining unit and authorized to deal with the Union and any changes.

ARTICLE XIV. GRIEVANCE PROCEDURE

Section 1. If an employee or employees believes the Employer has violated any of the terms and conditions of this labor agreement, he/she or they shall have the right to present grievances in writing as follows:

Step 1. Any grievance not presented for disposition through the Grievance Procedure described herein within five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the Employee or Employer became aware of the condition giving rise to the grievance, shall not thereafter be considered a grievance under this Agreement.

Step 2. The employee(s) shall file the grievance with the Union Representative, who will draft the grievance in writing and provide a remedy request.

Step 3. The Union Representative shall take the grievance, if he/she considers it justified, to the immediate employer. If the employee is dissatisfied with the ruling of the Union Representative on the grievance, the employee shall always have the right to take the grievance to the Grievance Committee. The employer shall give a written answer within five (5) working days.

Step 4. If a satisfactory answer is not given within five (5) working days after the filing of the grievance, it shall be presented to the Grievance Committee herein provided.

Step 5. If the Grievance Committee, composed of two (2) representatives of the Union and two (2) representatives of the Employer, finds the grievance to have merit, the grievance shall be presented in writing to the designated employer within five (5) working days, unless mutually agreed to otherwise. The Employer or his designated representative shall render a written decision not later than five (5) working days after meeting with the Grievance Committee at which time the grievance was discussed. However, by mutual agreement, the five day period may be extended. If still no satisfactory agreement is reached the grievance may be submitted to arbitration at the written request of either party within Eight (8) calendar days thereof.

Section 2. A grievance "general in character" may be initially presented to the Employer by the Grievance Committee and vice versa.

Section 3. The Employer shall furnish in writing to any employee who is laid off, discharged, or whose services are terminated, the reason for such action.

Section 4. Grievances regarding layoffs must be filed in Step 4 within ten (10) calendar days from date of Employer's notification to the employee. Grievances regarding discharges or terminations must be filed in writing at Step 4, five (5) working days from date of Employer's notification to the employee.

ARTICLE XV. ARBITRATION

Section 1. In the event a grievance is submitted to arbitration, the parties shall provide, within five (5) working days, written notification to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) affiliated arbitrators. Upon receipt of the list of FMCS arbitrators the parties shall meet within five (5) working days to "strike" arbitrators. Both parties will have the opportunity to "strike" three (3) arbitrators in random order. The remaining arbitrator shall be the one to conduct the hearing.

Section 2. The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this agreement only insofar as shall be necessary to the determination of such grievance. The Arbitrator shall not have the authority to alter, extend, or modify in any way or change in any way the provisions of this Agreement.

Section 3. The decision of the Arbitrator shall be final and binding for both parties.

Section 4. Cost of the arbitration shall be equally divided between the Union and the Employer so that each pays one-half.

ARTICLE XVI. JOB CLASSIFICATION AND WAGES

Section 1. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance where the table of classification and rates of pay in Appendix "A: which is attached hereto and made a part of this agreement. Employees shall receive wage increases in accordance with the automatic length of service provisions of Appendix "A". No wage rates or classifications except those automatically provided for shall be changed except by approval of the Union.

Section 2. The general guidelines for travel are that it be necessary for service operations, that economy be exercised, and that all costs are justified and fully supported by appropriate documentation and original receipts. Employees are expected to bear the cost of travel from home to work and return without reimbursement.

Section 3. Reimbursement for travel is intended to provide repayment to staff members for costs incurred in travel. WAP staff who travel are expected to pay the costs of travel and request cost reimbursement. No reimbursement will be made for costs not directly related to the WAP; for costs not authorized under WAP grant rules; for costs not authorized by appropriate supervisory personnel; for undocumented or unreasonable costs; or for expenses not backed by a receipt. All out-of-town travel must be approved in advance of actual travel

(called pre-approved) by the Director. Detailed procedures are described in the WAP Policy & Procedure manual.

ARTICLE XVII. JOB CLASSIFICATION

Section 1. Hourly

CLASSIFICATION 1. ADMINISTRATIVE & CLERICAL SUPPORT- Under the supervision of their director, performs administrative and clerical support duties including but not limited to reception, document and claims preparation, proposal processing, scheduling, mail, and correspondence.

CLASSIFICATION 2. HOURLY DIRECT SERVICE – Under the supervision of their director, provides information, assessment, crisis stabilization and support, intake and referral, resources, documentation, and other activities that involve client contact.

Section 2. Salaried

CLASSIFICATION 3. SPECIALISTS - Under the supervision of managers or directors, specialists are responsible to provide service support to programs and staff involving specific skills; writing, publishing, digital social networking and website; project documentation and management; scheduling and servicing.

CLASSIFICATION 4. SALARIED DIRECT SERVICE - Under the supervision of directors, provides direct services to clients and organizations including but not limited to customer service and sales, networking, project management and support, writing and service promotion.

CLASSIFICATION 5. TRAINERS - Under supervision of directors, trainers conduct trainings and workshops, curriculum development, project management.

CLASSIFICATION 6. MANAGERS - Under the supervision of directors and upper management, managers provide direct service, keep timely and accurate records of service activities; provide back-up assistance to directors; manage projects within department.

CLASSIFICATION 7. DIRECTORS - Under the direct supervision of upper management, directors supervise their department staff performance (Activity Leader); manage budgets; provide direct service: and are responsible for assigning, monitoring and achieving the department deliverables and quotas.

ARTICLE XVIII. NEW JOB TITLES

If WAP establishes a new classification of work or changes an existing classification of work, for a bargaining unit position the Union shall initiate a grievance within 10 calendar days of the establishment or change of the classification.

ARTICLE XIX Contract and Part-time Employees

WAP Management and the Union recognize that whenever possible work will be performed by full time employees. Management will consult with the Union before making changes that results in reduction of the number of full time employees and transfer of the work to part time or contract employees.

ARTICLE XX. PROBATIONARY PERIOD

A new employee shall not become a permanent employee until after a trial period of one hundred twenty (120) calendar days, during which period he/she will be covered under all provisions of this CBA, except that he/she may be discharged or terminated at WAP's discretion without resort to the grievance procedure.

WAP may extend any probation an additional two (2) months. The period of time added to the initial probationary period is referred to as "the extended probationary period." Notice of an extension of the initial probationary period must be provided to the employee in writing prior to the expiration of the employee's initial probationary period and must state the reason for the extension.

ARTICLE XXI. SENIORITY

Section 1. In all cases of increase or decrease of personnel, promotions or demotions, where an employee has sufficient qualifications to perform the tasks required, seniority as outlined in the following sections, shall govern.

Section 2. A new employee shall not become a permanent employee until after a trial period in accordance with Article 20 above, during which period he/she may be discharged or terminated at the Employer's discretion without resort to Article(s) XIV.

Section 3. All Employees on the date of the execution of this agreement shall be assigned a seniority date upon which the employee began his/her last continuous employment with the Employer. Persons employed hereafter, after completing the trial period, shall be assigned a seniority date which shall be the date upon which the Employee last began employment with the Employer.

Section 4. Full-time employee's seniority shall be considered the length of that employee's continuous service with the Employer from the last date of employment. Part-time employee's

seniority shall be considered one-half the length of time of that employee's continuous service with the Employer from the last date of employment. Seniority shall accrue during authorized leaves.

Section 5. In case of lay-off due to reduction in force, among employees qualified to perform the task required, the employee with the least seniority shall be laid off first, and when employees are called back to work, among those qualified to perform the tasks required, the last laid off shall be the first called back, provided the employee has not been laid off more than one year. Employees on a laid-off status, as a result of reduction of force, shall retain all seniority for a period of one year from date of lay-off; however, no employee shall accrue seniority while on laid-off status.

Section 6. For the purpose of determining all wages, hours and other conditions of employment under the terms of this agreement, the words "full-time employees" shall mean all employees whose hours of work are Eight (8) hours daily and forty (40) hours weekly. The words "part-time employee" when used in this agreement shall mean all employees who normally and regularly work less than Eight (8) hours daily and/or forty (40) hours weekly.

ARTICLE XXII. PROMOTIONS

Section 1. Promotion is hereby defined as a move from a lower classification to a higher classification. It is the intention of the Employer to fill job vacancies from within the organization before hiring new employees; provided employees are available with the necessary qualifications to fill the vacant position.

Section 2. Promotion shall be made on the basis of seniority and qualifications. In the event that two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected for promotion.

Section 3. Qualifications: The following factors may be considered when determining qualifications: Job performance; special training skills; degrees, licenses and certifications; job specialty and responsibilities; and supervisor input.

Section 4. Trial Period: Promoted and transferred bargaining unit employees are subject to a trial period in the newly promoted position up to but not exceeding 120 days. If service is not considered satisfactory by management or the position not satisfactory by the employee, the employee is returned to their previous position if available or another position at their previous rate of pay. Employee at WAP for one year or greater who are promoted into another position may use previously accrued vacation and other leave subject to normal work rules.

ARTICLE XXIII. LAYOFFS

Workers Assistance Program, Inc., intends to minimize the negative impact on current employees if a reduction in the work force becomes necessary. However, from time to time,

cutbacks or reductions may be unavoidable due to forces beyond Workers Assistance Program, Inc.'s control. In some cases, a program may have to be reduced in size or terminated entirely if funds for its operation are no longer available. If this type of cutback must occur, Workers Assistance Program, Inc. will reduce staff using the following options:

- Voluntary reductions in the work force. This includes employees who take early retirement, leaves of absence or reductions in hours.
- Attrition.
- Part-time positions may be terminated prior to full-time positions.
- An attempt will be made to transfer employees from terminated positions to other vacant positions within Workers Assistance Program, Inc. if the employee can meet the qualifications of the position and has satisfactory performance evaluations.
- In determining which regular employees are laid off, Management will consider the following factors and notify the Union:
 - a) Seniority
 - b) Job performance
 - c) Special/Priority skills
 - d) Job specialties and responsibilities
 - e) Supervisor input

WAP Management will provide notice to employees affected and inform them of the beginning date of layoff. Within six (6) days of the layoff date, the employee will be paid for unused accrued vacation. Any employee who believes he or she is treated unfairly during layoff should notify the Human Relations Department immediately, but not more than five (5) working days. If the situation is not resolved to the employee's satisfaction, they will have three (3) working days to file a grievance.

Direct Supervisor will personally (face-to-face) contact the employee affected by the layoff. All procedures including those related to return of WAP keys and equipment will be followed.

Laid-off employees will retain the right to be recalled from lay-off for up to two (2) years. Employees who are called back to work and do not respond to the certified letter for recall within 5 days in writing and do not agree to return within two (2) weeks or a reasonable period agreed to by Management will forfeit their right of recall.

ARTICLE XXIV. TERMINATION

Section 1. In case of termination from lay-off, bargaining unit employees with up to one year's service shall be given thirty (30) working days notice, or in lieu of notice, ten (10) days pay.

Section 2. In case of termination resulting in mandatory dismissal for cause such termination shall become effective immediately upon written notification by WAP.

Section 3. If termination comes as a result of death of an employee, the said employee's beneficiary shall be entitled to all benefits accruing at date of death, including vacation credit and accrued salaries.

Section 4. When submitting notice of resignation, employees may provide more than two (2) weeks notice but will not be required to give more than two (2) weeks notice in any instance. WAP determines the final day at work at its discretion.

ARTICLE XXV. TIME AND ATTENDANCE

Section 1: Hourly Employees will have no change to the normal rules for time and attendance as defined and specified in the WAP Policy and Procedures Manual.

Section 2: Salaried employees who arrive at the office and work for a minimum of 2 hours and must leave for the day due to illness will not need to fill out a request for leave. The employee is paid in full for the day. Time Track will reflect only the actual hours worked.

Section 3: Salaried employee Leave Requests will be filled out for full days out of the office for planned leave (vacation or PTO) or full sick days. Time Track will reflect only the actual hours worked.

Section 4: Salaried employees in travel status will ask for time entry updates on the In/Out Board only if they want to show their hours worked over and above 8-hour day; otherwise entry defaults to 8-hour day.

Section 5: Salaried employees working or traveling extensive hours or overnight on WAP Business, and who anticipate not being fit for duty upon their scheduled return to the office, may request a temporary change of schedule. Requests must come from the employee and be made in advance. This request is not an hour-for-hour exchange of the time spent out of the office and reflects the time needed for the employee to recover. Coverage requirements must be met for the department. Requests for a temporary change in schedule will follow the established procedure in the WAP Policy and Procedures manual.

Section 6: All matters regarding time & attendance not specifically addressed in the CBA are governed by the WAP Policy & Procedures manual.

ARTICLE XXVI. UNION REPRESENTATION

The parties agree that stewards, bargaining committee members, and other duly authorized representatives of the Union will be recognized by the WAP management as representatives of the union and of employees who are members of the bargaining unit, and will be allowed to carry out their duties under the condition described in this CBA.

Stewards: The WAP Management agrees that up to four (4) stewards elected or appointed by the Union will be recognized by WAP Management. The Union agrees to appoint or elect any stewards, and to notify the WAP Management by January 31 of each calendar year and/or at other times of the names of the stewards.

Bargaining Committee: The WAP Management agrees to recognize up to five (5) WAP employees, when duly elected or appointed by the Union, as members of the bargaining committee. This committee will negotiate for the Union in contract and other negotiations with the WAP Management.

ARTICLE XXVII. PAID TIME FOR UNION ACTIVITY

The parties agree that WAP employees who are appointed or elected by the Union to serve as stewards, bargaining committee members, Union/Management committee members or in other positions agreed by the parties, will suffer no loss of income while engaged in union activities as authorized in the section.

STEWARD FUNCTIONS: Stewards will be compensated by the WAP at their normal rate (i.e., time “on the clock”) for time spent meeting with management representatives on grievance related issues.

BARGAINING COMMITTEE MEMBERS: Union bargaining committee members will suffer no loss of income for time spent meeting with Management to negotiate the Collective Bargaining Agreement (CBA).

UNION/MANAGEMENT AND/OR CIVIL RIGHTS COMMITTEE: Union members who serve on these committees will be compensated by the WAP at their normal rate (i.e., time “on the clock”) for time spent attending Union/Management Committee meetings.

ARTICLE XXVIII. NO STRIKE/NO LOCK-OUT

While this CBA continues in force and effect, the Union agrees that there shall be no strikes, or other stoppages of work; and the WAP Management agrees that there will be no lockout or related action to limit otherwise regular paid work time to its employees. WAP agrees that employees will not be required under threat of discharge or discipline of any kind, to walk through or cross any picket line maintained by a labor organization.

ARTICLE XXIX. FINANCIAL TRANSPARENCY AND CONFIDENTIALITY

Section 1. Financial Transparency

The parties agree that the WAP management will share with the CWA sufficient financial information so that the Union can reasonably evaluate the financial status of the WAP and share in strategic discussion related to the ongoing strength and growth of the WAP.

Quarterly detailed profit and loss reports by department and the annual financial statement for WAP will be made available to CWA.

Section 2. Financial Confidentiality

CWA agrees to treat Workers Assistance Program financial information as confidential information subject to applicable state and federal regulations. The information will be released only to 1) persons who are both employees of WAP and CWA members, or 2) staff or officers of the CWA or of CWA Local 6186 who have responsibilities related to the contract between CWA and the WAP. CWA agrees to take reasonable precautions to prevent the release of such information to parties who are not authorized to receive it.

ARTICLE XXX. SCOPE AND SEVERABILITY

Section 1 Scope of CBA

This CBA supersedes all prior agreements, commitments and practices, whether oral or written, between the WAP Management and the Union and between the WAP Management any of the covered employees and expresses and includes all obligations and restrictions imposed on the WAP Management and the Union. This CBA can be amended at any time by mutual consent of the parties. Any such amendment shall be reduced to writing and signed by the parties hereto.

Section 2 Severability

The provisions of this CBA are deemed to be severable to the extent that if and when a court of last resort adjudges any provisions in its application to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this CBA.

ARTICLE XXXI. ECONOMIC PROVISIONS

All economic benefits will remain in place through the duration of this labor agreement. Effective upon ratification of this collective bargaining agreement a \$500 signing bonus and a 2% across the board wage increase will be given to each person represented by the Union.

ARTICLE XXXII. DURATION

This Agreement between the Employer and Union shall continue in full force and effect from the ratification date through August 31, 2013. The agreement shall continue in full force and effect from year to year thereafter unless either party, at least forty-five (45) days prior to the expiration of such period, gives notice in writing to the other party of its desire to renegotiate the CBA.

Appendix A: Job Titles and Ranges

Administrative and Clerical Support

Receptionist
Administrative Assistant

Range: \$12.50-\$15.15

Range: \$12.50-\$12.88

Range: \$13.26-\$15.15

Hourly Direct Service

Youth Advocacy

Case Manager

Range: \$12.50-\$15.00

Range: \$15.00

Alliance Work Partners

Intake and Referral Counselor

Range: \$12.50-\$13.50

Salaried

Specialists

Administrative

Creative Specialist
Information Specialist

Range: \$31,000-\$35,500

\$33,500-\$35,175

\$31,000

Alliance Work Partners

Account Specialist
Training Specialist

\$34,500

\$33,500

Direct Service

Alliance Work Partners

Account Executives

Range: \$28,544-\$69,623

Range: \$50,000-\$69,623

Youth Advocacy

Facilitator/Case Manager

Range: \$29,960-\$42,023

CACFP

Consultant

\$28,544

Trainers

HIV Trainers
AWP Trainers

Range: \$36,000-\$43,000

Range: \$36,000-\$38,500

Range: \$38,000-\$43,000

Managers

Alliance Work Partners

Manager of Clinical Cases
Manager of Claims

Range: \$32,672-\$45,000

Range: \$39,140-\$42,304

\$40,000

Manager of Accounts	None in position at the moment, but range was \$35,000-\$45,000
Manager of Intake and Referral	\$33,500
<u>Coordinated Training Services (CTS)</u>	
Manager of Coordinated Training Services/QM	\$37,400
Manager of PAL Training	\$36,000
<u>HIV Connection</u>	
Manager of Contracts/Events	\$35,000
<u>Administrative</u>	
Manager of Accounting	Range: \$40,000-\$41,120
Manager of Projects	\$39,655
<u>CACFP</u>	
Manager of CACFP	\$32,672

Range: \$35,000-\$56,378

Directors

Alliance Work Partners (AWP)

Director of Client Services	\$56,378
Director of Account Services	\$44,000
Director of Network Management	\$35,000

Coordinated Training Services (CTS)

Director of Coordinated Training Services	\$44,000
Director of PAL	\$52,530

HIV Connection

Director of HIV Connections	\$43,260
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Youth Advocacy (YA)

Director of Community Youth Development (CYD)	\$39,922
Director of Creating Lasting Family Connections	\$40,000
Director of Independent Case Management Services	\$39,655

Administrative

Director of MIS	\$45,000
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Automatic Length of Service Provision

Employees in good standing shall receive an automatic length of service wage increase in accordance with the schedule below. Employees having passed a Seniority Anniversary Date are eligible, on their next anniversary date, to only the most recent increase.

<u>Seniority Anniversary Date</u>	<u>Amount of Wage Increase</u>
1st Year	.15 per hour
3rd Year	.15 per hour
5th Year	.25 per hour
10th Year	.50 per hour

Union Dues Deduction Appendix B:

WAP management agrees to deduct union dues and initiation fees from the paycheck of each employee who has authorized this deduction by signing a union dues authorization card.

Union dues will be in the amount of 1.30% of base wages or salary. Initiation fee will be the first month's dues with no additional levy on the member. Dues will be deducted from wages or salary each month period.

The union agrees to provide to the person or office designated by the WAP management duly signed dues authorization cards, and to confirm the full list of employees for whom dues should be collected on request by the WAP management.

WAP agrees to forward union dues collected from WAP employees to CWA Local 6186/ Texas State Employees Union, by check or electronic transfer as arranged by the parties. The WAP management also agrees to provide a listing of employees who have paid dues in each month that includes the following information. Employee name, job title, current hourly wage or salary, amount of wages or salary for the month and amount of union dues deducted and forwarded to CWA Local 6186. Dues funds and documentation will be transferred to CWA Local 6186 as soon as practical after the end of each month, but in no case more than 14 working days after the end of the month.

The Union will prepare union dues authorization cards and supply copies to employees and to WAP management as needed to allow all eligible employees convenient opportunities to join the union.

The dues authorization card will include the following language:

I, _____, an employee of the Workers Assistance Program, accept membership into Local 6186 of the Communications Workers of America; and authorize my employer to deduct union dues from my pay and forward them to my union. I understand that my union dues will be 1.3% of my base wages or salary for each month.

This authorization will remain in effect until I give written notice to the Union and to my employer that I wish to withdraw this authorization.

Print Name: _____.

Date: _____.

Signature: _____.

Witness: _____.