Collective Bargaining Agreement
between
Workers Assistance Program
and
Communications Workers of America, Local 6186, AFL-CIO
2014 - 2017

PREAMBLE

Workers Assistance Program, Inc. ("**Employer**") and CWA – TSEU Local Union 6186., affiliated with the American Federation of Labor and Congress of Industrial Organizations ("**Union**") (the Employer and the Union are hereinafter sometimes together referred to as the "**Parties**" or singly as a "**Party**") mutually recognize that it is in the best interests of all affected parties, that the relationship 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 collective bargaining agreement ("**CBA**") is made and entered into by and between Workers Assistance Program, Inc., and the CWA – TSEU Local Union 6186, affiliated with the American Federation of Labor and Congress of Industrial Organizations.

ARTICLE I. RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for all bargaining unit employees hereafter sometimes referred to as "**Employees**" or singly as an "**Employee**"), wherever located. The bargaining unit shall be comprised of all non-supervisory employees of the Employer, including all employees in the job classifications listed in Appendix A and any new non-supervisory job classifications created by the Employer (subject to all conditions or restrictions provided in this CBA).

ARTICLE II. MANAGEMENT RIGHTS

It is agreed by the Parties that all rights, powers, privileges, and authority with respect to the conduct of the business of the Employer and the direction of the Employer's workforce are

reserved to the Employer except as expressly limited or provided by the terms of this CBA. The Union waives any rights, including the right to bargain any changes to existing Policies and Procedures of employment, wages, hours, and working conditions, except as such rights are expressly provided herein, and except to the extent the Employer is required to consult, bargain, and/or provide notice pursuant to the express terms of this CBA.

It is further agreed by the Parties that the management of the Employer, the determination of its operations and the direction of the work force shall be vested in the Employer and exercised by its management. The Employer has the discretion, right and responsibility to direct all of its Employees, to select and hire, schedule and assign work, discipline or discharge for just cause, promote, transfer, or lay off employees because of lack of work or other legitimate reasons, except as specifically modified or established by the provisions of this CBA. The Employer has the discretion and authority to amend its existing Policies and Procedures; provided, however, that where this CBA expressly requires that the Employer first bargain a change in a Policy or Procedure the Employer shall first bargain with the Union. No unilateral change in a Policy or Procedure shall be inconsistent with an express right or obligation of this CBA. Two weeks prior to implementation, the Employer will notify the Union of any changes in the Policies and Procedures that are not required to first be bargained, as provided in this CBA.

ARTICLE III. EMPLOYER 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 Union and the Employer agree that a cooperative and collaborative relationship is desired and intended, consistent with other provisions of this CBA, on matters that affect the strength of the organization and quality of the services of the Employer.

ARTICLE V. UNION-MANAGEMENT COMMITTEE

The Parties agree to form a Union-Management Committee ("**UMC**") for the purposes of facilitating open discussion of issues that affect the Employer and/or its Employees. The UMC will consist of three (3) members appointed by the Employer and three (3) members appointed by the Union. The Chair of the UMC will be rotated on a meeting-by-meeting basis. The power of the Chair is limited to the orderly conduct of the meetings. At the request of either Party, a UMC meeting shall be scheduled for a mutually agreed time and place within a reasonable period of time after such request; provided, however, that after four UMC meetings have been scheduled in any calendar year, additional meeting(s) shall be scheduled only by mutual agreement of the Parties. If both the Union and the Employer agree, the UMC may meet fewer than four times in any calendar year. Agenda items for a meeting will be submitted to the Chair no less than five (5) working days in advance of each meeting. Any matter that is proposed to

be excluded from an agenda by all 3 reps of either side will be excluded from the agenda of a UMC meeting. The Chair will introduce for discussion all submitted agenda items. The presence of all six UMC members shall be necessary to start or continue a UMC meeting. The UMC may make non-binding recommendations to the Employer and/or the Union. The vote of a majority of the members of the UMC shall be sufficient to make a recommendation. The UMC shall not have authority to alter, change or modify the terms and conditions of this CBA.

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 Employer agrees to include introductory information about the Union, including a dues authorization card in the form as attached as Appendix B (as may be modified only with regard to the amount of percentage of applicable dues), with its new Employee orientation materials. The Employer shall provide new Employees other information about the Union as may be provided to the Employer by the Union for that purpose, unless the Employer reasonably determines that such information would tend to cause disruption in the workplace or create an antagonistic atmosphere among the Employer's Employees. The Union agrees to design, reproduce, and provide any materials to be included in new employee orientation materials.

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 a leave of absence for normal required training, or when ordered out for active local emergency service. Such absence shall not exceed 10 working days, unless otherwise required by applicable law, including Uniformed Services Employment and Reemployment Rights Act (USERRA).

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 shall make reasonable efforts to provide adequate parking facilities for all Employees. However, the Union acknowledges that the City of Austin has recently changed its land use

regulations to decrease or eliminate the requirement for off-street parking in an effort to encourage the use of public transportation. As the Employer leases almost all of its business premises, the Employer may not have the opportunity to arrange for ample parking facilities for use by Employees. The Employer shall not be required to arrange for off-site parking, nor shall the Employer be required to reject a leasing arrangement that includes fewer parking spaces than the number of Employees anticipated to use the premises if the location and the rents payable are in the best interest of the business of the Employer.

ARTICLE X. BULLETIN BOARDS

The Employer agrees to provide space for a bulletin board to be maintained by the Union in at least one location in each building where Employees regularly perform their job duties that is mutually agreeable to the Union and to the Employer, and is out of view of areas that are open to clients, prospective clients, and users of the Employer's services. The Union may post any lawful communications on this bulletin board that do neither violate any provision of this CBA nor constitute a communication regarding the Employer or the Employer's agents, operations, or clients that is not protected by the National Labor Relations Act as amended.

ARTICLE XI. HEALTH, SAFETY, ENVIRONMENT AND DISCRIMINATORY ACTIONS

Section 1. RESPONSIBILITIES
It is the responsibility of the Employer to provide a safe and healthy workplace free from recognized hazards. The Employer 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. Unforeseen periodic system failures, or the failure of systems that are the responsibility of the Employer's landlord shall not constitute a violation of this section. Upon request, the Employer will provide documented efforts to cause the landlord to correct system failures for which the landlord is responsible.

Section 3. EQUAL OPPORTUNITY/REPORT OF ADVERSE CONDITIONS/AFFIRMATIVE ACTION/ADA COMPLIANCE/DRUG FREE WORKPLACE

The Employer's existing Policies and Procedures Sections 1.01 Affirmative Action/EEO, 1.03 ADA Compliance, 2.05 Safety, 2.11 Sexual Harassment, and 2.08 Drug-Free Workplace,_pertaining to Equal Opportunity, Report Of Adverse Conditions, Affirmative Action, ADA Compliance and Drug Free Workplace. Such Policies and Procedures shall not be amended by the Employer without first negotiating such proposed amendments with the Union and either reaching agreement with the Union or bargaining in good faith to impasse on the subject of the proposed amendments.

Section 4. The UMC described in Article V of this Agreement shall also serve as a Civil Rights Committee for the purpose of discussing and making recommendations to further prevent sexual harassment or harassment of any kind and support diversity and nondiscrimination.

ARTICLE XII. EMPLOYEE DISCIPLINARY PROCESS/EMPLOYEE EVALUATION PROCESS/COACHING

Section 1. Both the Employee Disciplinary Process and the Employee Evaluation Process are subject to the Grievance Procedure.

Section 2. The Employer shall provide notice to an affected Employee not less than 24 hours before a meeting called for the purpose of discussing or administering a disciplinary warning or action pertaining to such Employee. The Employer shall advise the Employee at the time notice of such a meeting is given that the Employee has a right to representation by a Union steward. The Employer shall not be obligated to provide advance notice of any other meetings with Employees, or of the right to Union representation, including a meeting to gather information that is not reasonably expected to lead to a disciplinary action against any Employee included in such meeting. This section shall not be interpreted to prevent the Employer from imposing a disciplinary suspension or termination in appropriate circumstances prior to meeting with the affected Employee and Union representative, subject to review through the grievance procedure.

Section 3. The disciplinary procedures, section 6.02 Disciplinary Process, of the Employer's Policy and Procedures Manual shall not be amended without first negotiating such proposed amendments with the Union and either reaching agreement with the Union or bargaining in good faith to impasse on the subject of the proposed amendments.

Section 4. All Employees are entitled to have their performance reviewed at least once annually. If a review has not occurred for longer than a one-year period, the Employee may provide notice to the Human Resources department, after which a review will be expeditiously arranged and completed.

Section 5.

(a) The Employer will consider input from the Union regarding performance criteria and metrics applicable to one or more Employees as set forth in this section. The Employer and the Union acknowledge that the regularly evolving work performed by Employees make it necessary for the Employer to have the discretion to periodically revise the criteria or metrics by which an Employee's job performance will be evaluated ("**Metrics**"). When substantially changing Metrics (other than general behavioral standards), the following procedure shall be used: Notice of the changed Metrics shall be forwarded to the affected Employee(s) by email. Any affected Employee shall have an opportunity not later than five days after the date of such email notice to provide a written statement as to why the Employee believes that the changed Metrics are inappropriate. A meeting shall then be scheduled at a mutually agreed time to occur within a reasonable time thereafter. The meeting shall include all Employees who

provided a written response and one Union steward as may be desired by any of such Employees; provided, however, that if more than two Employees provide a written response, all responding Employees shall select two from among them to serve as their representatives (in addition to any one steward) in such meeting. The Employer shall consider any feedback provided in writing and discussed at the meeting, and may revise the changed Metrics. No notice confirming the original changed Metrics or revising same in response to Employee feedback shall initiate another opportunity for Employees to provide feedback in writing or in a meeting using the procedure described in this Section 5.

(b) Any substantially changed Metrics shall take effect on the date that is five days after email notice of the change is provided by email to affected Employees, except as follows: (1) an amendment of the originally noticed change of Metrics, based on feedback from Employees, shall be effective immediately; and (2) any change in Metrics required by the terms of grant funding or the requirement of any customer or client of the Employer shall be effective immediately.

Section 6. Coaching Although coaching is not a part of the disciplinary process, it is a means for correcting deficiencies before they rise to a level where discipline might be appropriate. Section 3.08 of the Policies may not be amended without first bargaining in good faith with the Union to agreement or to impasse on the amendment. Nothing in this CBA shall be construed to require that coaching with regard to a behavior or deficiency be effected before disciplinary action may be taken. The Employer shall not be required to provide advance notice of a coaching and an Employee shall not have a right to representation, by a Union steward or otherwise, in connection with a coaching. A coaching shall not be subject to review through the grievance/arbitration procedure of this CBA.

ARTICLE XIII. STEWARDS

Section 1. The Union shall provide written notice to the Employer of the name(s) of the Union Steward(s) and further notice of any changes of Union Steward(s). The number of Union Stewards shall not exceed four (4).

Section 2. The Employer shall provide written notice to Union of the list of designated representatives (who are not in the bargaining unit) who are authorized to deal with the Union on behalf of the Employer, and further notice of any changes in designated representatives.

ARTICLE XIV. GRIEVANCE PROCEDURE

Section 1. If an Employee or Employees believe(s) the Employer has violated any of the terms and conditions of this CBA, he/she or they shall have the right to present a grievance in writing as follows:

(a) Any grievance not presented to the Employer for disposition through the grievance procedure described herein within ten (10) working days of the occurrence of the condition giving rise to the grievance, or within ten (10) working days of the date the Employee

reasonably should have known of the facts or conditions giving rise to the grievance, shall not thereafter be considered a grievance and may not be presented for resolution pursuant to this grievance procedure unless otherwise mutually agreed by the Employer and the Union. A grievance is presented to the Employer when hand-delivered or provided by electronic mail to the Employer-assigned electronic mail address of the representative designated by the Employer pursuant to Article XIII Section 2 of this CBA. The deadline for initiation of the grievance process shall not be extended by verbal or written discussion between the Union and the Employer regarding the condition or incident that is the subject of the grievance unless specifically agreed in an exchange of emails between the Union and the Employer.

(b) A grievance shall be in writing and shall include a plain statement of the facts or circumstances alleged to constitute a violation of this CBA, and may include a requested remedy. The grieving Employee(s) may present the grievance first to a Union representative, for preparation and timely presentation to the Employer. The grievance must timely be submitted to the Employer.

(c) Wherever in this grievance procedure notice or a response is required or permitted to be given to an Employee, such notice or response shall concurrently be given to the Union representative indicated on the written grievance. Whenever in this grievance procedure an action is required to be timely, timely action by a Union representative on behalf of a grieving Employee shall satisfy the requirement of timely action.

(d) All deadlines provided in this procedure may be extended by written mutual agreement signed by the Union, the grieving employee(s), and the Employer.

(e) Step 1. The Union and the grieving Employee(s) shall be provided written notice by hand-delivery or electronic mail of an opportunity not more than five (5) business days after presentation of the grievance to meet with either or both of the Employee's immediate supervisors and present any information, including but not limited to written or recorded information, witness statements, and other tangible evidence. The grieving Employee(s) may provide information regarding persons with knowledge of relevant facts, but to avoid undue disruption of the workplace, witnesses, other than the grievant(s), will not be permitted. The date for the meeting shall be by mutual agreement of the Employer and grieving Employee(s) and Union representative designated in the written grievance, by exchange of emails confirming such date. Within five (5) days after the date of the presentation, the supervisor(s) may provide a written response to the grieving Employee(s) and the Union. A grievance shall be deemed denied by the Employer the next business day after the date a response may timely be given by the Employer if no response is made by the Employer. If no written response is timely provided by the Employer, the grievance is deemed to have been appealed to the next step on the date of the deemed denial of the grievance.

Step 2. If not resolved at the first step, the Employee(s) shall have five (5) business days after the timely written response of the Employer to appeal the action by submitting a written request that the grievance be presented to the representative designated by the Employer to hear the appeal (the "**Employer Designee**"). A failure to timely request a presentation to the

Employer Designee shall result in a denial of the grievance and termination of the grievance process as to that grievance (unless the grievance was deemed appealed for lack of a timely written response at the previous appeal level).

The Employer Designee shall schedule a meeting on a mutually agreed date to consider a timely requested appeal. All tangible information and evidence presented at the first step shall be made available to the Employer Designee. The grieving Employee(s) and his/her/their Union representative may attend and shall be given an opportunity to summarize the facts and evidence and argue the alleged violation of this CBA to the Employer Designee. The Employer shall be permitted to provide a similar summary of any evidence and make responding argument. By mutual agreement of the Employer and the Union representative, one or more third party witnesses, including other employees, may be permitted to make statements and/or respond to questions of the Parties. As Employee(s) and supervisors will be taken away from their regular job duties for the purpose of the meeting, presentations shall be efficient and shall not be longer than reasonably necessary for a fair consideration of relevant information. Within five (5) days after the date of the presentation, the Employer Designee may provide a written response to the Union and the grieving Employee(s). The appeal is deemed denied on the earlier of the date of written notice of a denial or the next business day after the last day a written response may timely be provided. If no written response is timely provided by the Employer Designee, the grievance is deemed to have been appealed to the next step on the date of the deemed denial of the grievance.

Step 3. If not resolved at the second step, the grieving Employee(s) shall have five (5) business days after the written response of the Employer Designee to appeal the action by submitting a written request that the grievance be presented to a Grievance Committee, comprised of four persons, with two (2) representatives selected by each of the Union and the Employer. A failure to timely request a presentation to the Grievance Committee shall result in a denial of the grievance and termination of the grievance process as to that grievance (unless the grievance was deemed appealed for lack of a timely written response at the previous appeal level).

The Grievance Committee members shall schedule a meeting on a mutually agreed date to consider a timely requested appeal. All tangible information and evidence presented at the first two steps shall be made available to the Grievance Committee. The grieving Employee(s) and his/her/their Union representative may attend and shall be given an opportunity to summarize the facts and evidence and argue the alleged violation of this CBA to the Grievance Committee. The Employer shall be permitted to provide a similar summary of any evidence and argument. No third party witnesses shall be permitted to make a presentation. Either party may provide a summary of oral statements provided at a prior level of the grievance process, but unless otherwise mutually agreed by the Union and the Employer, any recordings of verbal statements shall not be played for the Grievance Committee. Within five (5) days after the date of the presentation to the Grievance Committee, the Grievance Committee shall by majority vote render a decision whether to sustain, reverse or modify the action that is the subject of the grievance. If a majority of the Grievance Committee is unable to agree on any decision, the

grievance shall be deemed denied on the date that is five days after the date of the presentation to the Grievance Committee.

If either the Union or the Employer is not satisfied with the outcome of Step 3 (including a failure of a majority of the Grievance Committee to agree on any action), the dissatisfied Party may invoke arbitration by providing written or electronic e-mail notice to the other party of an election to proceed with arbitration not later than ten (10) business days after the earlier of written notice of outcome of Step 3 meeting or the date of a deemed denial.

Section 2. A grievance "general in character" may be initially presented to the Employer at Step 2 of the grievance procedure.

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. A Grievance regarding a layoff must be filed at Step 2 of the grievance procedure within ten (10) business days from date of Employer's notification to the Employee. Grievances regarding discharges or terminations must be filed in writing at Step 2 of the grievance procedure, ten (10) business days from date of Employer's notification to the Employee.

Section 5. All grievance meetings may be recorded by the grieving Employee, an attending Union representative, or an attending Employer representative, provided that a complete copy of any such recording is provided to all others referred to in this section 5.

Section 6. A supervisor identified and alleged in a grievance to have committed the wrong that is the subject of the grievance may participate in any investigation or review of the grievance, but shall not: (i) be the sole decision maker in ruling on such grievance; or (ii) conduct any interview(s) of the grieving Employee(s). A supervisor identified and alleged in a grievance to have committed any unlawful harassment based on race, color, genetic information, sexual orientation, pregnancy, sex, religion, national origin, age, or disability shall not conduct any interviews of any Employees in connection with the investigation of the grievance.

Section 7. No Employee filing the grievance and no Employer representative alleged in the grievance to have taken the action aggrieved may serve on the Grievance Committee with respect to such grievance.

ARTICLE XV. ARBITRATION

Section 1. In the event that arbitration is timely invoked, the Parties shall cooperate in providing, 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. The first to strike shall be determined by coin-toss. Both Parties will have the opportunity to "strike" any three (3) arbitrators. The remaining arbitrator (the "**Arbitrator**") shall be the one to conduct the arbitration.

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

Section 3. The decision of the Arbitrator shall be final and binding on the Parties and may be enforced by any court of competent jurisdiction, subject only to such defenses to enforcement as are provided by applicable law.

Section 4. One half the cost of administrative fees and Arbitrator fees and expenses in the arbitration shall be paid by each of the Union and the Employer as they are incurred,. except that the Arbitrator shall order the losing Party to pay the other's share of such arbitration fees and costs. Where the award of the Arbitrator is mixed and neither side has obtained all relief sought, the Arbitrator may award either side to pay the other's costs of arbitration. In no event may the Arbitrator award either party its attorney's fees incurred in connection with the grievance or arbitration.

Section 5. The administrative fees and Arbitrator fees and expenses in any arbitration proceedings that arose from a grievance that was filed prior to the ratification of this CBA will be shared equally by the Employer and the Union.

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 with the table of classification and rates of pay in Appendix "A" which is attached hereto and made a part of this CBA. Employees shall receive wage increases in accordance with the automatic length of service provisions of Appendix "A". No wage rates, ranges or classifications shall be changed except by approval of the Union or except as follows:

a.) An Employee's wages may exceed the applicable wage rate or the high end of range to the extent of a regular length of service wage increase provided in the CBA.

b.) Where a wage range is provided for a position, the Employer may provide a workload increase in wage rate within the applicable wage range if the affected Employee's job duties are altered to add additional duties applicable to the job classification by providing written notice not later than the end of the pay period prior to the effective date of the change in wage rate. The Union may timely file a grievance in the event that it believes that such increase in wage rate is not based on new altered duties for the Employee or is otherwise in violation of any provision of this CBA.

c.) Job Titles may be changed as determined by the Employer.

Section 2. All openings in positions covered by the collective bargaining unit and newly created job titles shall be communicated with a current job description to Employees by means reasonably likely to provide notice to all Employees of the opening. Employees shall be given a reasonable time and opportunity to apply for openings included in the collective bargaining unit, and in no event shall notice of such an opening be provided to Employees later than any outside advertisement or solicitation to fill the opening.

Section 3. The Parties recognize, that job duties may be consolidated, separated, or new positions created from time to time. The Employer shall provide notice of an intended alteration or addition of a job classification to the Union along with the proposed altered or new job duties and proposed wage rate or range for such new or altered position. The Parties shall then meet within a reasonable time thereafter to bargain only the issue of the new or altered classification and wage rate or range for such new or altered classification and, as applicable, the effects on any Employee(s) whose job is affected by such new or altered job classifications. If the affected position has been filled prior to the time the Parties either agree on the applicable wage or salary or reach impasse on the issue, an interim wage or salary shall be established that is commensurate with the wage or salary of the most closely related position wage or salary in the collective bargaining unit. In the event that the Parties later agree on a wage or salary for the position that is higher than the interim wage or salary, the higher wage or salary shall be applied retroactively from the start of employment in such position by the position-holder.

Section 4. Full-Time/Part-Time. In the CBA, the words "**full-time Employees**" shall mean all Employees whose hours of work are forty (40) hours weekly or more. The word "**part-time Employee**" when used in the CBA shall mean all Employees who normally and regularly work less than forty (40) hours weekly. Seniority rights and privileges shall be applied according to status as either full-time or part-time, so that a part-time Employee shall have no right, privilege or preferential treatment on account of seniority with respect to a full-time position, and a full-time Employee shall have no right, privilege or preferential treatment on account of seniority with respect to a part-time position. (See article XXIII for priority in elimination of part-time positions first in the event of a layoff.)

Section 5. During the term of this CBA, the Employer will undertake a project to review and compare salaries for work comparable to the work performed by Employees. The Employer shall present to the UMC, at least once annually any such information compiled or prepared by the Employer.

ARTICLE XVII. TRAVEL

Section 1. 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 home without reimbursement. The Employer's policies, as may be amended from time to time and consistent with this CBA shall be controlling.

Section 2. Reimbursement for travel is intended to provide repayment to Employees for costs incurred in travel. Employees 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 business of the Employer; for costs not authorized under rules provided pursuant to applicable grant funding of the services provided; for costs not authorized in advance by appropriate supervisory personnel; for undocumented or unreasonable costs; or for expenses for which no receipt has been provided to the Employer. All out-of-town travel must be approved in advance of actual travel (called pre-approved) by the Employee's supervisor. Detailed procedures are described in the Employer's Policy & Procedure manual.

Article XVIII. Temporary Employees

The Employer may from time to time employ temporary employees for periods of time not to exceed 120 days, for special unforeseen temporary projects, or to substitute for an Employee temporarily absent. Such temporary employees shall not be entitled to use of the grievance procedure or accrual of any benefits. Wages payable to such a temporary employee may vary from the wage applicable to the most comparable position in the collective bargaining unit. After 120 days of employment, the temporary position will be converted to a regular full or part time position, or shall be terminated.

ARTICLE XIX. Part-time Employees and Independent Contractors

The Employer and the Union recognize that most work will be performed by full time Employees in accordance with the Employer's historic practices. Notwithstanding the foregoing, the Union acknowledges that the Employer has historically engaged independent contractors from time to time to provide trainings or counseling services. The Employer will consult with the Union before making changes in connection with services provided to employers or clients existing at the commencement of the CBA that results in a reduction of the number of full time Employees included in the collective bargaining unit or transfer of such work performed by full time Employees at the commencement of this CBA to part time Employees or independent contractors.

ARTICLE XX. INTRODUCTORY-PERIOD

A new Employee shall not become a permanent Employee until after an introductory period of one hundred twenty (120) calendar days after the commencement of employment, during which period the provisions of this CBA shall be applicable except that no disciplinary action, termination, transfer, or alteration of job duties with respect to such Employee during the introductory period may be the subject of a grievance.

The Employer may extend any probation an additional two (2) months, at the Employer's discretion. 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, seniority shall be given the effect provided in this Article XXI.

Section 2. Introductory Period. A new Employee shall not become a regular Employee until after a introductory period in accordance with Article XX of the CBA, during which period he/she may be discharged or terminated at the Employer's discretion without resort to the grievance/arbitration procedures of Article(s) XIV and XV.

Section 3. All Employees on the date of the execution of this CBA shall be assigned a seniority date upon which the Employee began his/her first continuous employment with the Employer. Persons employed thereafter, 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. A laid off Employee who is recalled will retain the prior seniority accrued before his or her lay off.

Section 4. Full-time Employee's seniority shall be considered the length of that Employee's continuous service with the Employer from the first date of employment. Part time Employees seniority calculations shall be the same as full time Employees. Seniority shall accrue during authorized leaves.

Section 5. Lay-Offs. In case of lay-off due to reduction in force, the following shall apply. Where a job position is being eliminated, the holders of such position shall be laid off in order of least seniority. For the purposes of lay offs, Employees who are in the disciplinary process do not accrue seniority during their probation period. When Employees are called back to work no later than two years after being laid off, the last laid off shall be the first called back, provided the Employee has not been laid off more than two years. Employees on a laid-off status, as a result of reduction of force, shall retain all seniority for a period of two years from date of lay-off; however, no Employee shall accrue seniority while on laid-off status. After an Employee has been laid off for a period in excess of two calendar years, the Employee shall have no right to preferential re-employment with the Employer.

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, when reasonably possible and consistent with the needs of the Employer's business, to fill job vacancies in positions included in the bargaining unit from among existing Employees before hiring new Employees when an existing Employee with the necessary qualifications and skills to fill the vacant position is available.

Section 2. Subject to the following sentence regarding seniority, when a position included in the

collective bargaining unit is filled as a result of a promotion, the selection of a candidate shall be made on the basis of qualifications. In the event that two or more qualified 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 in connection with layoff, promotion or transfer: Job performance; special training skills; degrees, licenses and certifications; job specialty and responsibilities; and supervisor input.

Section 4. Trial Period: Promoted and transferred Employees are subject to a trial period in the newly promoted or transferred position up to but not exceeding 120 days. If service is not considered satisfactory by the Employer or if the Employee requests restoration to his/her prior position before the end of such 120 day period, the Employee will be restored to his/her prior position. If the prior position has been filled, the Employee is allowed to apply to an available position with comparable or less wages and comparable job duties, which the Employee is qualified to perform. If the Employee requests restoration to his or her position within 2 weeks after the commencement of the promoted position, the Employee shall be restored to his or her prior position. If there are no positions available that the Employee is qualified to perform, the Employee will be laid off and retain the right to be recalled for up to two years. Employees employed for one year or more shall retain accrued and unused paid leave upon promotion.

ARTICLE XXIII. LAYOFFS

The Employer 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 the Employer'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, the Employer 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, and volunteers for layoffs who are not determined in the Employer's discretion to be critical.
- Attrition.
- An attempt will be made to transfer Employees from terminated positions to other vacant positions if the Employee meets the qualifications of the position and has satisfactory performance evaluations.
- In determining which Employees will be laid off, the Employer will consider the following factors:

    a) Seniority
    b) Job performance
    c) Special/Priority skills
    d) Job specialties and responsibilities

e) Supervisor input

The Employer shall provide notice to Employees subject to a lay-off action and shall inform such Employees of the beginning date of layoff. Such notice shall be provided not less than 30 days prior to the effective date of the layoff, or in lieu of such advance notice, the Employer may pay the Employee a severance payment equal to two weeks pay at the Employee's regular wage or salary. Within six (6) days after the date the layoff is effective as to an Employee, the Employee will be paid for unused accrued PTO. An Employee who believes he or she has not been treated in accordance with the terms of this CBA in connection with a layoff or recall should notify the Employer's Human Relations Department immediately, but not more than five (5) working days after the alleged violation of this CBA. If the situation is not resolved to the Employee's satisfaction, the Employee may file a grievance not later than five (5) days after the alleged violation of this CBA.

Laid-off Employees will retain the right to be recalled from lay-off for up to two (2) years. Written notice of a re-call shall be forwarded to an Employee's last known address, and concurrently provided to the Union. An Employee who fails to respond in writing to a notice of recall within seven (7) days of the date notice is forwarded to the Employee's last known address, or who does not agree to a date to return to work that is within 14 days after the date of the notice of recall will forfeit the right of recall.

ARTICLE XXIV. TERMINATION

Section 1. In case of termination for cause such termination shall become effective immediately upon written notification by the Employer.

Section 2. If termination comes as a result of death of an Employee, the Employee's spouse or other person designated in writing by the Employee as the Employee's beneficiary for such purpose shall be entitled to payment for all earned and unpaid wages or salary prior to death and accrued and unused PTO. In the event of a dispute among the Employee's surviving family or those claiming a beneficiary status, the Employer may pay such amounts into the registry of the court in any suit over entitlement to such amounts, or withhold payment until the proper beneficiary is determined by a court or other proper authority.

Section 3. 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. The Employer may determine the final day of work following notice of resignation, at the Employer's discretion.

ARTICLE XXV. TIME AND ATTENDANCE

Section 1: 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. The Employer's time-keeping software or other system for tracking time worked may reflect only the actual hours worked.

Section 2: 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. The Employer's time-keeping software or other system for tracking time worked will reflect only the actual hours worked.

Section 3: Salaried employees who are traveling more than 50 miles from the employee's regular workplace with the Employer will report hours worked; otherwise entry in the Employer's time-keeping software or other system may default to note a regular 8-hour day.

Section 4: Salaried employees working or traveling extensive hours or overnight on the Employer's 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 must be made in advance. Such a request need not be an hour-for-hour exchange of the time spent out of the office and reflects the time needed for the employee to recover. Approval of such a request may be premised on coverage requirements for the affected department. Requests for a temporary change in schedule will follow the established procedure in the Employer's Policy and Procedures manual, as amended from time to time.

Section 5: All matters regarding time & attendance not specifically addressed in this CBA are governed by the Employer's Policy & Procedures manual, as amended from time to time. The introductory provision [not subsections (a) or (b)] of Section 2.12.7 (Lunch Break) of the Employer's Policy and Procedures Manual shall not be amended without first negotiating such proposed amendments with the Union and either reaching agreement with the Union or bargaining in good faith to impasse on the subject of the proposed amendments.

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 Employer as representatives of the Union and of Employees who are members of the collective bargaining unit, and will be allowed to carry out their duties under the conditions described in this CBA.

Stewards: The Employer agrees that up to four (4) stewards elected or appointed by the Union will be recognized by the Employer. The Union shall notify the Employer by January 31 of each calendar year of the stewards, and periodically, as necessary, when a change in stewards occur.

Bargaining Committee: The Employer agrees to recognize up to four (4) employees and one (1) alternate, when duly elected or appointed by the Union, as members of the bargaining committee for whom no loss of pay will result on account of time spent engaged in meetings with Employer representatives to bargain a renewal or amendment of this CBA. No more than four representatives in any meeting with Employer representatives to bargain a renewal or amendment shall be entitled to paid work time, unless other accrued paid leave is used

following normal approval process(es). Bargaining Committee members may also be stewards, as the Union may choose. Notwithstanding the foregoing, other Employees may observe bargaining on an unpaid basis if the Employee is not scheduled to work.

ARTICLE XXVII. PAID TIME FOR UNION ACTIVITY

The Parties agree that Employees who are appointed or elected by the Union to serve as stewards, bargaining committee members, UMC members or in other positions agreed by the parties, will suffer no loss of income while engaged in activities on the terms provided in this Article.

STEWARD FUNCTIONS: Stewards will be compensated by the Employer at their normal rate for time spent meeting with management representatives in a step of the grievance procedure. Not more than one steward shall be so compensated in any such grievance meeting. One or more additional stewards may represent an Employee at a step in the grievance procedure, only if such steward(s) are not then scheduled to work (unpaid participation) or paid leave has been approved. Except as provided for in this CBA, no compensation shall be payable for time spent preparing for such a grievance meeting, or arbitration, or gathering information or evidence, or in any proceeding of an arbitration, or any Union activities, which activities are not to interfere with the regular day-to-day operations of the Employer as determined by the supervisor. The Employer will not interfere with the Steward's investigation during breaks or other non-working times.

BARGAINING COMMITTEE MEMBERS: Union bargaining committee members (up to four (4) with one (1) designated alternate, but not more than a total of four at any one time) will be compensated by the Employer at their normal rate for time spent meeting with Employer representatives to negotiate a renewal or amendment of this CBA. (Additional representatives of the Union may observe bargaining on an uncompensated basis if the representatives are not then scheduled to work.)

UNION/MANAGEMENT/CIVIL RIGHTS COMMITTEE: Union members who serve on the UMC/Civil Rights Committee will be compensated by the Employer at their normal rate for time spent attending UMC /Civil Rights Committee meetings.

OVERTIME/MAXIMUM DAILY COMPENSATION/ EMPLOYEES

Section (1) Hourly: Compensated hours spent in activity as a representative of the Union pursuant to the terms of this Article XXVII shall not count toward hours worked for the purpose of determining whether overtime compensation is owed.

Section (2) Hourly: In any given day when engaged in such activities, the Employee shall be compensated for no more than the Employee's regularly scheduled hours of work for that day, regardless whether the total number of hours worked and spent engaging in activity as a representative of the Union is in excess of the number of regularly scheduled hours, except and

only to the extent that hours actually worked are in excess of the regularly scheduled hours of work.

Section (3) Salaried: Salaried Employees entitled to compensation for time spent in activity as a representative of the Union shall be paid their regular salary as though no such time was spent in activity as a representative of the Union.

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 Employer agrees that there will be no lockout or related action to limit otherwise regular paid work time to its Employees. The Employer 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 CONFIDENTIALLITY

Section 1. Financial Transparency

The Parties agree that the Employer will share with the Union sufficient financial information so that the Union can reasonably evaluate the financial status of the Employer and provide input in discussion related to the ongoing strength and growth of the Employer.

Financial reports provided to the Employer's Board of Directors in Board open meetings will be made available to the Union.

Section 2. Financial Confidentiality

The Union agrees to treat the Employer's 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 the Employer and are Union members, or 2) staff or officers of the Union who have responsibilities related to this CBA. The Union 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 Employer and the Union and between the Employer and any of the covered Employees and expresses and includes all obligations and restrictions imposed on the Employer. 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.

Section 2 Severability

The provisions of this CBA are deemed to be severable to the extent that if and when a court of competent jurisdiction determines a provision to be invalid, void, or unenforceable, such determination shall not affect the validity of the remaining provisions of this CBA.

ARTICLE XXXI ECONOMIC PROVISIONS

(a) Wages or salary ranges for each job title or classification for the first year of this CBA are set forth in the attached Appendix A.

(b) Either the Union or the Employer may re-open bargaining only for wages and benefits referred in this Article XXXI if the total revenue received by the Employer increases or decreases by 5%, measured as revenue in a calendar year compared to the previous calendar year. The Employer shall provide the Union access to records reasonably necessary to establish any such change in total revenue.

(c) On the effective date of this CBA, health, vision, dental, $20,000 of life/AD&D and voluntary life/AD&D insurance coverage is made available to employees. Optional enhanced coverage is available with the Employee paying all the additional premium in excess of the employer contribution for basic coverage. The Employer currently pays 75% of the premiums for the basic health and dental coverage for employees who work 30 hours/week or more, as well as 75% of the premiums for their spouse, children, or family coverage for such employees. The Employer pays 50% of such premiums for employees (and for their spouse, children, or family coverage) who work less than 30 hours/week. Employees currently pay the full cost of premiums for vision and the voluntary life/AD&D coverage. Such coverages are renewed annually, when prices of coverage may be adjusted. The Employer has already been notified that current rates will increase by approximately 3.5% as of 1/1/14, to add the cost of two additional fees newly provided by the Affordable Care Act (the "**ACA**"). The next renewal date for insurance coverages is March 1, 2014. Regardless of the insurance carrier selected for renewal coverage, minor changes to the coverages currently provided will occur as a result of new requirements of the ACA. The Employer shall in good faith endeavor to maintain comparable coverages at comparable costs to employees; however, the parties agree that the Employer shall not be obligated to do so regardless of the cost to the Employer. It is the intention of this subsection (c) to confirm the existing coverage provided or made available to employees, to confirm the desire of the parties to maintain comparable coverages at comparable costs to employees, to provide a cap on the costs to the Employer for such coverages, and to provide a procedure for Employees to have input on adjustments in coverage and/or cost to employees to be made in the event of increases over existing costs to the Employer. The Employer may but shall not be obligated to agree to a greater share of the additional cost following a Triggering Increase.

(1) In the event that the cost to the Employer for such coverages per employee increases by an amount in excess of 7.5% (a "**Triggering Increase**") in any one year the following shall apply: Within a reasonable time after learning of a proposed increase that will result in a

Triggering Increase, the Employer shall provide notice to the Union of the proposed cost of continuing or renewal coverages, as applicable, and shall confer with the Union at such reasonable time(s) agreed by the Employer and the Union for the purpose of determining an alteration of coverages, provider, or of the percentage of premiums for such coverages to be paid by employees that results in a total cost per employee to the Employer for employee insurance coverage that is not more than 7.5% above the prior year. The reasonable preferences for alterations provided by the Union that will not result in a Triggering Increase shall be effected unless substantial reasons articulated by the Employer, including the stated preferences of covered employees who are not members of the bargaining unit, exist for preferring a different alternative. In the event of disagreement over the preferred mix of adjustments proposed by the Union, the parties shall expeditiously and reasonably bargain the issue. Absent an agreement, impasse shall be deemed to have been reached on the date that is 30 days before: (i) the expiration of the then current coverages; or (ii) the date an increase in cost constituting a Triggering Increase will go into effect. In the event that the Employer and Union do not timely agree on an alternative, the Employer may select any mix of coverages and employee contributions to premiums that most closely approximates the then existing coverages and employee contributions to premiums while not resulting in a Triggering Increase.

(2) For the purpose of determining whether the cost to the Employer for coverages per employee constitutes a Triggering Increase, the following shall apply: It is acknowledged that at the time of a renewal the increase in premiums for employee-only, spouse, children, and family coverage may vary. It is unknown whether increases for particular aspects of coverage, such as dental coverage, may increase at varying rates. The Employer shall solicit proposals for coverage sufficiently in advance of the time of annual renewals in an effort to allow for a reasonable time for the parties to confer and/or bargain adjustments in the event of a Triggering Increase; however it is acknowledged by the parties that substantial time can be necessary, for example to allow for enrollment periods in connection with a change in insurance carrier or plan, and that deadlines for action may occur that are beyond the parties' ability to control. An increase in premium for employee-only coverage in excess of the percentage increase constituting a Triggering Increase shall be deemed a Triggering Increase. In the event that the percentage increase in premium for employee-only coverage is less than the rate of a Triggering Increase, but other coverages exceed the rate constituting a Triggering Increase, the Employer shall with reasonable accuracy determine the weighted average increase based on the percentage of employees opting for spouse, children, or family coverage at the time of such calculation, to determine whether a Triggering Increase will result. Neither increases or decreases in cost to the Employer resulting from either a change in the number of employees or a change in the number of employees electing to obtain spouse, children, or family coverage shall have a bearing on the increased cost to the Employer for coverages per employee; rather, the calculation is intended to be a reasonably accurate determination of the "cost per employee" to the Employer.

(3) The increase in premium anticipated on or around 1/1/14 at a rate of approximately 3.5% shall be included in determining whether a Triggering Increase has or will occur in the first year of this collective bargaining agreement.

(d) The Employer's current Policies, Sections 4.02.0 (Holidays), 4.02.1 (Official Holidays), 4.03.1 (a) (Sick Leave Accrual), 4.06 (Bereavement Leave), 4.07 (Jury Duty), 4.11 (Pension), 6.06.01 and 6.06.3 (Resignation) may not be amended without first negotiating such proposed amendments with the Union and either reaching agreement with the Union or bargaining in good faith to impasse on the subject of the proposed amendments.

(e) The Employer may, from time to time, provide additional incidental benefits or programs to be made generally available to employees. By way of example only, the Employer has experimented with the provision of paid short periods of time for exercise. Similar new incidental benefits may be provided, or may be discontinued provided that the Employer provides written notice to the union not less than five (5) days of the instigation or discontinuance of such an incidental benefit or program.

(f) Within a reasonable period of time after the commencement of this CBA, not to be later than the first regular pay day that is more the five (5) business days after the commencement of this CBA, each eligible full time Employee shall be paid a bonus in the amount of $1,200.00. Each eligible current part time Employee shall be paid such a bonus on a pro rata basis, at a ratio that the number of hours per week the part time Employee is regularly scheduled to work bears to 40 hours per week.

ARTICLE XXXII. NOTICES

Whenever notice is required or allowed pursuant to this CBA, notice to the Employer and to an Employee by electronic mail shall be deemed received on the day sent to the recipient's electronic mail address maintained by the Employer, if sent before 5:00 p.m. If sent after 5:00 p.m., notice by electronic mail shall be deemed received on the following business day. By way of examples only: (i) if a written plain statement of the facts and circumstances forming the basis of a grievance is forwarded by a Union representative by electronic mail to the Employer-maintained electronic address for a designated representative of the Employer at 4:45 on the fifth day after the grieving Employee learned of the facts forming the basis of a grievance, the grievance was timely and properly provided to the Employer. Notice delivered by hand-delivery shall be deemed received on the date of hand-delivery. Notice by electronic mail shall not be effective unless sent to the Employer-maintained electronic address for the recipient. Electronic notice to the Union shall be treated in a similar manner, except that notice shall be forwarded to the electronic address provided by the appropriate Union agent.

ARTICLE XXXIII. PTO/Other Benefits

(a) Full time Employees shall accrue Paid Time OFF ("**PTO**") at the rates set forth in the attached Appendix C, effective January 1, 2014..

(b) PTO replaces the two forms of paid leave provided to full time Employees prior to the commencement of this CBA and referred to as vacation and personal time off (not to be confused with the new PTO), respectively. The paid leaves formerly known as vacation and personal time off shall no longer be provided. Accrued and unused new PTO in excess of 80 hours on January 1st of each year, commencing January 1, 2015, shall be paid to an Employee in the same month of January. Within a reasonable time after the commencement of this CBA, not later than the first regular pay day that is more than five (5) business days after the commencement of this CBA, the Employer shall pay to each Employee, as applicable, accrued and unused vacation leave in excess of 80 hours as of January 1, 2014

(c). A list of other benefits currently provided pursuant to Polices are listed in Appendix C by reference to the Section of the Employer's Policies Sections: 4.02.0 Holidays, 4.02.1 Official Holidays, 4.03.1 (a) Sick Leave Accrual , 4.06 Bereavement Leave , 4.07 Jury Duty , 4.11 Pension, 6.06.01 and 6.06.3 of Resignation Policy. Such provisions of the Policies and Procedures shall not be amended by the Employer without first negotiating such proposed amendments with the Union and either reaching agreement with the Union or bargaining in good faith to impasse on the subject of the proposed amendments.

ARTICLE XXXIV. DURATION/Commencement Date

This CBA between the Employer and Union shall continue in full force and effect through the date that is three years after the commencement date of this CBA. This CBA shall automatically renew for a period of three years at the end of its term and thereafter on the anniversary date of each renewal unless either Party, at least forty-five (45) days prior to the expiration of the original or a renewal term, as applicable, gives notice in writing to the other Party of its desire to renegotiate this CBA. The commencement date of this CBA shall be the date last signed by the Parties following ratification by the Union members, and the Board of Directors (or authorized committee thereof) of the Employer.

Signature Page

This represents full and final agreement between Workers Assistance Program, Inc. and CWA – TSEU Local Union 6186. Each of those signing below warrants and represents that (s)he has authority to execute this CBA on behalf of the principal indicated, and the signatories below for each of the Parties, respectively, warrant and represent that no other approvals or signatures are necessary to make this CBA fully binding and enforceable.

2-5-14
Date

WAP

WAP

WAP

WAP

WAP

CWA

CWA

CWA Scott Hutchison

CWA

CWA

Appendix A: Job Titles and Ranges

Hourly		
Administrative and Clerical Support	**Range: $12.50-$15.95**	
Receptionist	Range: $12.50-$14.10	
Administrative Assistant	Range: $13.26-$15.95	
Hourly Direct Service	**Range: $12.50-$15.30**	
Youth Advocacy		
Case Manager	Range: $13.50-15.30	
Program Facilitator (part time)	Range: $14.00	
Alliance Work Partners		
Intake and Referral Counselor	Range: $12.50-$13.92	
CACFP		
Service Support	Range: $14.00	
Salaried		
Specialists	**Range: $31,000-$38,000**	
Administrative		
Creative Specialist	$33,500-$38,000	
Information Specialist	$31,000-$35,000	
Alliance Work Partners		
Account Specialist	$34,500-$35,710	
Training Specialist	$33,500-$34,482	
Direct Service	**Range: $29,115-$72,055**	
Alliance Work Partners		
Account Executives	$50,000-$72,055	
Youth Advocacy		
Facilitator/Case Manager	$30,593.47-$43,904	
CACFP		
Consultant	$28,544-$29,115	
Trainers	**Range: $36,000-$44,692**	
HIV Trainers	Range: $36,000-$39,582	
AWP Trainers	Range: $38,000-$44,692	
Managers	**Range: $32,672-$45,312**	
Alliance Work Partners		
Manager of Clinical Cases	Range: $39,140-$44,191	
Manager of Claims	$35,000-$40,800	

Manager of Accounts	$35,000-$45,000	
Manager of Intake and Referral	$33,500-$34,482	
Coordinated Training Services (CTS)		
Manager of Coordinated Training Services	$34,000-$38,460	
Manager of PAL Training	$36,00-$36,720	
HIV Connection		
Manager of Contracts/Events	$35,000-$37,812	
Administrative		
Manager of Accounting	$40,000-$43,167	
Manager of Projects	$39,655-$41,488	
CACFP		
Manager of CACFP	$32,672-$34,366.09	
MIS		
MIS Manager	$45,000 - $45,312	
Directors	**Range: $35,000-$58,545**	
Alliance Work Partners (AWP)		
Director of Client Services	$56,378-$58,545	
Director of Account Services	$44,000-$45,400	
Director of Network Management	$35,000-$44,520	
Coordinated Training Services (CTS)		
Director of Coordinated Training Services	$40,000-$45,712	
Director of PAL	$52,530-$54,620	
HIV Connection		
Director of HIV Connections	$43,260-$44,645	
Youth Advocacy (YA)		
Director of Community Youth Development (CYD)	$39,922-$41,241	
Director of Creating Lasting Family Connections	$40,000-$41,112	
Director of Independent Case Management Services	$39,655-$40,760	
Administrative		
Director of MIS	$45,000-$50,400	

Automatic Length of Service Provision

Employees in good standing shall receive an automatic length of service wage increase in accordance with the schedule below.

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

JOB CLASSIFICATIONS

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 project manage their department staff performance (Activity Leader); project manage budgets; provide direct service: and are responsible for assigning, monitoring and achieving the department deliverables and quotas.

Title Prefixes:

On and after 3 years in the same or very similar position an Employee will have a "Senior" prefix to his/her job title and on and after 7 years in the same or very similar position the Employee will have a "Chief" prefix to his/her job title.

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 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:_____.

Other Benefits Appendix C

Paid Time Off (PTO) as of 1/1/14		
Years of Service	**Hours**	**Days**
0 to 1	100	12.5
Year 2	100	12.5
Year 3	104	13
Year 4	108	13.5
Year 5	108	13.5
Year 6	152	19
Year 7	152	19
Year 8	156	19.5
Year 9	156	19.5
Years 10 through 14	200	25
Year 15+	224	28

The list of other benefits are referenced in Article XXXIII. and in the policy sections: 4.02.0 Holidays, 4.02.1 Official Holidays, 4.03.1 (a) Sick Leave Accrual , 4.06 Bereavement Leave , 4.07 Jury Duty , 4.11 Pension , 6.06.01 and 6.06.3 of Resignation Policy. Such Policies and Procedures shall not be amended by the Employer without first negotiating such proposed amendments with the Union and either reaching agreement with the Union or bargaining in good faith to impasse on the subject of the proposed amendments.