

TRS Behavioral Care, Inc. d/b/a The Right Step
and
Communications Workers of America, Local 6186

Tentative Agreement (pending ratification vote)

October 30, 2017

PREAMBLE

TRS Behavioral Care, Inc. d/b/a The Right Step ("Employer") and the Communications Workers of America Local Union 6186 ("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 be characterized by mutual cooperation, responsibility and respect. The Parties are united in their commitment to provide the highest quality clinical care for addiction and mental health disorders. Both Parties share the goal of assuring the strength and success of The Right Step in providing long-term, sustainable recovery and overall improvement in the quality of life of our clients.

This collective bargaining agreement ("Agreement") is made and entered into by and between the Employer and the Union.

ARTICLE I.

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following classifications of Employees: All full and part-time, non-supervisory Licensed Vocational Nurses (LVNs) employed by the Employer at The Right Step treatment center located at 440 Fischer Store Road, Wimberley, Texas 78676.

ARTICLE II.

GENERAL

Section 1. No amendment, alteration, variation, waiver, addition to, or modification of any of this Agreement's terms or conditions shall be binding on the parties unless reduced to writing and executed by both parties.

Section 2. The Employer and the Union acknowledge that this Agreement embodies the complete and final understanding reached by the parties as to wages, hours of work, and other terms and conditions of employment of all employees represented by the Union. Both parties agree that all other prior written or oral agreements are canceled and abolished, and neither party intends to be bound except to the extent that it has expressly agreed to be so in this Agreement.

Section 3. The intention of the parties is that this Agreement complies fully with all applicable federal, state, and local laws. In the event any provision of this Agreement is held to violate any federal, state, or local law by

any tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. In the event any provision of this Agreement is held to be invalid, and upon written request of either party, the Employer and the Union shall negotiate a lawful replacement for the invalid provision.

Section 4. Wherever the male pronoun is used in this Agreement, it shall be deemed to include the female pronoun unless indicated otherwise.

ARTICLE III.

MANAGEMENT RIGHTS

Section 1. The Employer has the exclusive right to manage its business, control its premises, and direct its work force. Except as otherwise abridged by this Agreement, the Employer's rights include, but are not limited to the right to: determine the number and location of its facilities; determine the services to be offered; reorganize, enlarge, or discontinue any part of or all of its operations; establish, modify or discontinue shifts; determine the method and manner of performing work or providing services; introduce new or improved technologies, methods, or equipment; determine the size and composition of the work force; perform any work regularly performed by any employee in any job, position, or job classification with non-bargaining unit employees; select those with whom it will do business; maintain employee safety and efficiency; maintain the safety and security of its premises and all company property; establish, modify, and enforce work rules and policies reasonably related to its business including but not limited to policies addressing licensure, drug and alcohol testing, confidentiality, harassment, employee professionalism and ethics, client interaction, regulatory compliance, accreditation and Employer property; establish, modify, or abolish jobs, job classifications, and job descriptions; establish, modify, or abolish work standards and expectations; set job requirements; determine the individual qualifications of all employees for any job; determine the hours to be worked; set work schedules, including overtime schedules; determine staffing patterns including, but not limited to, the assignment of employees to positions and shifts, buildings, duties to be performed, and methods of performance; subcontract any work; transfer any work; utilize temporary and/or contract employees; electronically or otherwise monitor its premises and property for any reason; discipline, suspend, or discharge any employee for just cause; hire, assign, layoff, recall, transfer, or promote any employee; determine all required training, policies, procedures, and practices with respect to client care or treatment, patient care ratios, patient admissions, research, and medical education; and reward (financially or otherwise) employees for exemplary performance or effort. The Employer also retains all other rights it had prior to the execution of this Agreement subject only to the express provisions of this Agreement.

Section 2. Without limiting the preceding paragraph in any way, it is agreed that Employer operations require employees to immediately carry out all orders, directions, and instructions issued by supervisory or other managerial personnel or employees with superior licensure which impact client care or treatment in any way and do not endanger the health or safety of the employee. Refusal to carry out such an order, direction, or instruction shall be sufficient cause for immediate termination of employment.

ARTICLE IV.

NO DISCRIMINATION

Section 1. The Employer is an equal employment opportunity employer. The Employer is committed to providing a workplace free of discrimination, harassment and retaliation based on an employee's race, color, creed, religion (including creed, practice and religious dress and grooming practices), sex, age, mental or physical disability (including HIV and AIDS), pregnancy, childbirth, breastfeeding or any related medical conditions, military or veteran status, marital status, domestic partner status, medical condition (including genetic characteristics, cancer or a record or history of cancer), genetic information, sexual orientation, gender identity (including gender identification and gender expression), national origin or ancestry (including language use), union membership or non-membership, as well as any other category protected by federal, state, and/or local law. The Company also prohibits discrimination, harassment and retaliation based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

ARTICLE V.

NO STRIKE – NO LOCKOUT

Section 1. The Employer and the Union declare it to be their intention to prevent any suspension of work due to labor disputes during the term of this Agreement. To carry out this intention, the Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, and no employee shall instigate or participate, directly or indirectly, in any strike, mass resignation or concerted withdrawal of services, slowdown, sympathy strike, picketing or other interference with the Employer's operations. The Employer agrees that there shall be no lockout during the term of this Agreement.

Section 2. If any employee violates Section 1 of this Article, the Employer shall notify the Union in writing and the Union agrees to, immediately upon notice from the Employer, make every effort to permanently end any and all interference with the Employer's operations, regardless of degree. Any employee who violates Section 1 of this Article shall be immediately discharged.

Section 3. If the Employer believes the Union or any of its officers, agents, or representatives (including stewards) have violated Section 1 of this Article, the Employer shall notify the Union in writing. Upon receipt of written notice of a violation of Section 1 of this Article, the Union shall immediately cause its officers, agents, or representatives (including stewards) to cease all interference with the Employer's operations. The Union expressly agrees that any violation of Section 1 of this Article caused or participated in, directly or indirectly, by its officers, agents, or representatives (including stewards), regardless of degree, will cause irreparable harm to the Employer and the Employer will be entitled to injunctive relief from an appropriate court of law.

ARTICLE VI.

UNION INFORMATION FOR NEW EMPLOYEES

Section 1. The Employer agrees to inform newly hired employees that the Licensed Vocational Nurses are represented by the Union and provide them with a copy of the current Agreement.

ARTICLE VII.

UNION BULLETIN BOARD

Section 1. The Employer agrees to provide space in a mutually agreeable area for one Union bulletin board. The bulletin board will be in an area that is not accessible to patients, clients or their families. Only the Union will be permitted to post items on the bulletin board. Postings by the Union on this board shall be confined to official business of the Union including but not limited to information on union news and events, current union issues, contract bargaining, employee rights, and grievances, but shall contain no disparaging language or content toward the Employer, any supervisor, or any Employee. The Employer has the right to remove any posting from the Union bulletin board that violates this Article. If the Union posts material on the Union bulletin board on more than two occasions in a 12-month period that violates this Article, the Employer has the right to permanently remove the Union bulletin board.

ARTICLE VIII.

UNION VISITATION

Section 1. Upon written request to the Executive Director no less than seven (7) days prior to any desired visit and receipt of the Executive Director's approval, a Union representative shall be permitted access to the Employer's premises during working hours for the purpose of determining whether the provisions of this Agreement are being observed. Upon entering the Employer's premises, the Union's representative shall immediately proceed to the administration office where he shall check-in with the Executive Director or his designee. The Union representative shall be escorted by the Executive Director or his designee and shall wear a prominently displayed "Visitor" badge at all times when moving about the premises. If available, a room may be provided in the administration office for the use of the Union representative. A Union representative shall not be permitted to enter client care/recreation areas or engage with clients in any way. A Union representative's visit shall not interfere in any way with any Employee's work.

Section 2. The Union will furnish the Employer with a list of accredited officers and representatives and will immediately update the list as changes occur. The Employer shall refuse access to any individual claiming to be an accredited Union officer or representative whose name does not appear on the list provided by the Union. Union representatives will be required to sign confidentiality agreements consistent with the Employer's policies prior to being allowed to visit the facility.

ARTICLE IX.

STEWARDS

Section 1. The function of Stewards shall be to see that the terms of this Agreement are fulfilled. The Union shall appoint one Steward per shift who will be the primary point of contact for the shift regardless of whether the Steward works that shift. Steward appointments shall be made in accordance with the Union's internal rules.

Section 2. Stewards shall not transact Union business during scheduled shifts, except while on break, or in any way that interferes with any other Employee's scheduled shift. Stewards shall not receive pay for time spent conducting Union business, with the exception that Stewards shall be compensated at their regular rate of pay

for time spent in investigatory or disciplinary meetings (other than grievance/arbitration) in which they are representing an employee. Stewards shall not transact Union business in any part of the Employer's grounds where such business may be seen or overheard by clients or could directly or indirectly interfere with client care.

ARTICLE X.

LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union will establish a joint Labor-Management Committee consisting of two Employees appointed by the Union and two representatives appointed by the Employer. The Committee shall meet four times each year for the purpose of discussing issues related to safety and work conditions and practices and for presenting recommendations to the Employer for review and decision. The parties may agree to meet more or less frequently as circumstances require.

ARTICLE XI.

EMPLOYMENT CATEGORIES

Probationary Employees

Section 1. All newly hired employees shall be subject to a 120-day probationary period. During the probationary period, employees will not be subject to the Discipline & Discharge and/or Grievance Procedure of this Agreement and probationary employees may be discharged at any time for any lawful reason. The Employer may extend the probationary period for an additional 45 days in its sole discretion.

Full-Time Employees

Section 2. Non-probationary employees who work 30 or more hours per week on a continuing basis are Full-Time employees.

Part-Time Employees

Section 3. Non-probationary employees who work less than 30 hours per week on a continuing basis are Part-Time employees.

ARTICLE XII.

HOURS OF WORK

Section 1. The Employer's standard work week begins at 12:00 a.m. Monday and ends at 11:59 p.m. the following Sunday. The standard work day begins at 12:00 a.m. and ends 24 hours later. An employee's daily and weekly schedule may vary depending on the Employer's needs, and nothing in this Agreement guarantees any employee a certain number of daily or weekly hours, preferred shift or building. Employees are required to work extended workdays and workweeks when scheduled or requested to do so by the Employer. The Employer will make monthly shift schedules available no later than five (5) days prior to the end of the month. Full time employees will generally work thirty (30) or more hours per week on a continuing basis and part time

employees will generally work less than thirty (30) hours per week on a continuing basis. Changes in work schedules will be announced with as much advance notice as possible.

ARTICLE XIII.

OVERTIME

Section 1. Overtime is all time worked by an employee over forty (40) hours in a week. Employees are required to work overtime as needed and authorized, in advance by management, in the sole discretion of the Employer. Employees who work unauthorized overtime are obligated to report the time worked and will be paid at the appropriate rate for such time, but may be subject to discipline depending upon the underlying circumstances. When possible, the Employer will schedule overtime in advance. Overtime work will be distributed consistent with business needs among qualified employees.

Section 2. Employees shall receive compensation of one-and-a-half times their regular rate of pay for all overtime hours.

ARTICLE XIV.

SENIORITY

Section 1. Definitions. Seniority is defined as length of service with the Employer and shall be computed from the most recent date of hire in the bargaining unit covered by this Agreement, provided that Probationary Employees have no seniority under this Agreement until the expiration of their probationary period at which time their seniority shall revert to their date of hire.

Section 2. Seniority Lists. Seniority lists shall be prepared by the Employer and revised as necessary. The Employer shall supply the Union with a copy of the seniority list upon request, but no more frequently than once per quarter. Seniority lists shall contain the names and dates of hire of all Employees covered by this Agreement.

Section 3. Loss of Seniority. An Employee shall lose his seniority if and when the Employee:

- a. resigns from employment;
- b. is discharged for just cause;
- c. fails to report to work as instructed after notice of recall from layoff by the Employer;
- d. is laid off in excess of one hundred and eighty (180) days;
- e. fails to show for work or call in for a scheduled shift for three (3) consecutive days that he was scheduled to work;
- f. fails to return from any approved leave of absence without reasonable cause;
- g. has been on any approved leave of absence for more than one hundred and eighty (180) days;
- h. loses any license required by his position, is subject to a suspension of any required license, or becomes subject to a license restriction which cannot reasonably be accommodated by the Employer;
- i. has not worked a shift, regardless of reason, for one hundred and eighty (180) days;

- j. is identified on an exclusion list published by a relevant federal or state agency such as the Department of Health and Human Services or the Texas Health and Human Services Commission.

Section 4. Lay-offs. In the event of a reduction in force, the Employer will provide a minimum of one week notice to affected employees where reasonably possible. Employees will be selected for layoff on the basis of professional certifications, prior disciplinary record and seniority shall be used as a tie breaker.

Section 5. Recalls from Layoff. Employees who have not lost their seniority shall be recalled from layoff in the order they were laid off.

ARTICLE XV.

SAFETY AND HEALTH

Section 1. The Employer will comply with all federal and state safety and health regulations and applicable standards from the Employer's independent accrediting organizations. The Employer will also consider the advice and input of the Labor Management Committee in regards to safety and health issues.

ARTICLE XVI.

STAFFING

Section 1. It is the intention of the Employer to ensure the facility is adequately and properly staffed to provide for the safety of employees and clients. To carry out this intention, the Employer agrees to comply with all applicable Federal and State laws and regulations regarding nurse staffing during the term of this Agreement. The Employer will also consider the advice and input of the Labor Management Committee in regards to staffing issues.

ARTICLE XVII.

DISCIPLINE AND DISCHARGE

Section 1. No employee shall be disciplined or discharged without just cause. Copies of all disciplinary notices shall be furnished to the involved employee and the Union. Upon written request, employees may inspect and receive copies of disciplinary notices in their personnel file.

Section 2. Any dispute involving the administration of discipline may be processed in accordance with the grievance procedure set forth herein.

Section 3. The Employer shall implement and maintain a system of progressive discipline that includes:

- a.) verbal warning (in writing);
- b.) written warning;
- c.) final written warning;
- d.) discharge.

Section 4. It is understood that any of the above progressive disciplinary steps may be repeated or skipped depending upon the seriousness of the offense and time lapse between offenses.

Section 5. An Employee shall have the right to request that a Union representative such as a Steward or his designee be present for investigatory interviews.

Section 6. All disciplinary actions shall be imposed within a reasonable time following the conduct giving rise to the discipline.

Section 7. Employee disciplinary actions which are more than two (2) years old shall not be used for purposes of progressive discipline, as long as no intervening incidents of a similar nature resulting in disciplinary action occur.

ARTICLE XVIII.

GRIEVANCE PROCEDURE

Section 1. Any disagreement between the Employer and an employee or the Employer and the Union concerning the meaning, application of, or compliance with any provision of this Agreement shall be a "grievance". Grievances may be filed by an employee or either party to this Agreement.

Section 2. In the event of any grievance the aggrieved employee may, at the employee's option first discuss the grievance informally with the employee's immediate supervisor. If the grievance is not resolved informally such grievance shall be presented in writing to the Employer as provided in the steps below. Grievances filed by an employee, the Union, or the Employer shall be resolved through the following procedure:

Step 1: An employee or the Union must raise any grievance in writing with the Nursing Manager and the Human Resources representative for the facility within ten (10) business days of the occurrence giving rise to the grievance. The written grievance must include a detailed description of the circumstances giving rise to the grievance, identify the precise Article and Section of this Agreement allegedly violated, state the relief requested, and be signed and dated. If the grievance is not presented to the Nursing Manager and Human Resources representative in writing within ten (10) business days of the occurrence giving rise to the grievance, it is waived. The Nursing Manager, Human Resources and/or Corporate Compliance representative, as applicable, will investigate all timely presented grievances and issue a written determination to the Union and the grievant within ten (10) business days of receipt of the grievance. If an investigation cannot be completed within the timelines set forth above, a reasonable extension shall be freely given by the Union.

Step 2: If the employee or the Union is not satisfied with the Step 1 determination, the Step 1 determination may be appealed in writing to the Senior Vice President of Administration, HR and Compliance within five (5) business days of receiving the Step 1 determination. If the grievance is not presented to the Senior Vice President of Administration, HR and Compliance in writing within five (5) business days of receiving the grievance, then the grievance is waived. The Senior Vice President of Administration, HR and Compliance will schedule a meeting with the Union and the grievant(s) within ten (10) business days of submission. Within five (5) business days of the second step meeting, the Senior Vice

President of Administration, HR and Compliance will provide their determination in a written response to the grievant(s) and the Union.

Step 3: If the grievance concerns 1) whether there is just cause to support a termination of employment or disciplinary suspension resulting in loss of pay; or, 2) whether there is just cause to support an involuntary reduction in an employee's hourly rate of pay; or, 3) whether the Employer has arbitrarily reduced an employee's hours, then the Union may give the Employer written notice of its intention to arbitrate within ten (10) business days of the Step 2 determination if the grievance has not been resolved at Step 2. The Union has ten (10) business days from the date its intent to arbitrate is provided to the Employer to contact the Federal Mediation and Conciliation Service (FMCS) and formally request a seven (7) arbitrator panel. If the Union fails to timely provide notice of its intent to arbitrate or request the arbitrator panel from the FMCS, the grievance shall be considered waived.

Section 3. As soon as reasonably possible after receipt of the FMCS panel of arbitrators, the parties shall alternatively strike names from the panel until only one name remains. The party striking first shall be determined by a coin toss. The arbitrator remaining after each party has struck three names shall be the arbitrator who shall hear the grievance. The Union shall notify FMCS of the selection of the arbitrator.

Section 4. The arbitrator shall have jurisdiction and authority to interpret and apply this Agreement only as necessary to determine whether the grievance is supported by just cause. The arbitrator shall have no other authority to interpret or apply the provisions of this Agreement and shall not have the authority to alter, extend, modify or change in any way the provisions of this Agreement or any agreement that supplements this Agreement.

Section 5. The decision of the arbitrator shall be final and binding on the parties.

Section 6. The arbitrator's reasonable fees and expenses shall be borne equally by the Employer and the Union. Each respective party shall be solely responsible for any attorney's fees incurred in connection with the grievance and/or arbitration.

Section 7. No more than one grievance may be heard by an arbitrator in a single proceeding except by mutual, written agreement signed by the Employer and Union.

Section 8. It is the intent of the Employer and the Union that grievances be resolved at the lowest possible Step and be processed as rapidly as possible. The number of days indicated at each Step of the procedure should be considered as maximum and every effort should be made to expedite the process. However, when mutually agreed in writing, the time limits may be extended at any Step.

Section 9. Any grievance not answered within the specified time periods may be appealed to the next Step of the grievance procedure immediately. Grievances may be entertained at any Step by the mutual consent of the parties in writing.

ARTICLE XIX.

SICK TIME

Employees shall accrue and use sick time on the same schedule, terms and conditions applicable to the Employer's non-bargaining unit employees. Sick time may not be used for time off not related to illness or injury except that sick time may be used for maternity, paternity or adoption leave. Sick time may not be scheduled in advance except where used in conjunction with a foreseeable medical procedure or in similar circumstances. Available sick time must be exhausted before requests for unpaid time off related to illness or injury will be considered. Paid sick time will run concurrently with leave under the Family Medical Leave Act (FMLA).

ARTICLE XX.

LEAVES OF ABSENCE

Section 1. Employees shall accrue and use vacation time on the same schedule, terms and conditions applicable to the Employer's non-bargaining unit employees. The Employer will attempt to grant vacation requests in accordance with staffing and business needs. Available vacation time must be exhausted before requests for unpaid time off will be considered.

Section 2. Employees shall receive holiday pay on the same terms and conditions applicable to the Employer's non-bargaining unit employees.

Section 3. Employees shall be eligible for unpaid personal leaves of absence on the same terms and conditions applicable to the Employer's non-bargaining unit employees.

Section 4. Employees shall be eligible for jury duty and bereavement leave on the same terms and conditions applicable to the Employer's non-bargaining unit employees.

Section 5. The Employer shall comply with the Family and Medical Leave Act (FMLA) and employees' FMLA leave will be administered on the same terms and conditions applicable to the Employer's non-bargaining unit employees. Employees shall be expected to comply with all aspects of the FMLA in terms of providing the applicable documentation as required by law or the Employer.

Section 6. Misrepresentation of the reason for any request for leave or sick time constitutes just cause for immediate termination of employment.

ARTICLE XXI.

HEALTH AND RETIREMENT BENEFITS

Section 1. Employees may participate in the Employer's health, dental, vision, life, other insurance plans, and 401(k) retirement plan on the same terms and conditions applicable to the Employer's non-bargaining unit employees.

Section 2. Employees shall receive Workers Compensation benefits consistent with state law and on the same terms and conditions applicable to the Employer's non-bargaining unit employees.

ARTICLE XXII.

WAGES

Section 1. Employees (Licensed Vocational Nurses) shall be paid no less than \$23 per hour.

Section 2. Nothing in this Agreement shall prevent the Employer from paying additional raises to bargaining unit employees as determined by the Employer, after consultation with the Union.

Section 3. Upon the effective date of this Agreement, all Employees will receive a 2.00% increase to their hourly base rate. Employees shall receive additional 2.00% increases to their hourly base rates on the first and second anniversaries of this Agreement.

Section 4. Employees shall be eligible for the Employer's Education Assistance program, Employee Referral Bonus Program and other non-wage, non-bonus benefit programs on the same terms and conditions applicable to the Employer's non-union, non-management employees at the facility. Employees may be considered for any wage or bonus programs the Employer may apply to its non-management, non-bargaining unit employees at the facility.

ARTICLE XXIII.

UNION DUES DEDUCTION

Section 1. The Employer 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. Initiation fee will be the first month's dues with no additional levy on the member. Dues will be deducted from base wages each pay period.

Section 2. The Union will prepare union dues authorization cards and supply copies to employees and to the Employer as needed to allow all eligible employees convenient opportunities to join the union. The union agrees to provide to the person or office designated by the Employer duly signed dues authorization cards, and to confirm the full list of employees for whom dues should be collected on request by the Employer.

Section 3. The Employer agrees to forward union dues collected from Employees to CWA Local 6186, by check or electronic transfer as arranged by the parties. The Employer also agrees to provide a listing of employees who have paid dues in each pay period that includes the following information: employee name, job title, current hourly wage or salary, amount of wages or salary for the pay period 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 pay period, but in no case more than fourteen (14) calendar days after the end of each pay period.

ARTICLE XXIV

DURATION

This Agreement shall be effective on November __, 2017 and shall remain in full force and effect through 11:59 p.m. on November __, 2020. This Agreement shall automatically be renewed from year to year thereafter,

unless notice to renegotiate is provided by either party in writing at least sixty (60) days prior to the expiration date.

IN WITNESS WHEREOF, the Parties have signed this Agreement by their respective officers and representatives duly authorized this ____th day of November, 2017.

TRS Behavioral Care, Inc.
d/b/a The Right Step

Communication Workers of America,
Local Union 6186
