

AGREEMENT

BETWEEN

LOCAL 509, SEIU

AND

CLINICAL & SUPPORT OPTIONS, INC.

May 1, 2008- APRIL 30, 2011

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE OF AGREEMENT ..... 1

ARTICLE 2 – GENERAL CONDITIONS ..... 1

ARTICLE 3 – RECOGNITION ..... 2

ARTICLE 4 – MANAGEMENT RIGHTS ..... 2

ARTICLE 5 – UNION SECURITY/CHECK-OFF..... 3

ARTICLE 6 – UNION ACCESS ..... 5

ARTICLE 7 – STEWARDS AND UNION MEETINGS ..... 5

ARTICLE 8 – BULLETIN BOARDS ..... 7

ARTICLE 9 – LABOR/MANAGEMENT ADVISORY COMMITTEE..... 7

ARTICLE 10 – NO STRIKE/NO LOCKOUT ..... 8

ARTICLE 11 – LICENSURE/CERTIFICATION ..... 8

ARTICLE 12 – PROBATIONARY PERIOD..... 9

ARTICLE 13 – AFFIRMATIVE ACTION STATEMENT OF POLICY ..... 9

ARTICLE 14 – NON-DISCRIMINATION ..... 10

ARTICLE 15 – HARASSMENT..... 10

ARTICLE 16 – SENIORITY ..... 10

ARTICLE 17 – LAYOFF..... 11

ARTICLE 18 – JOB CLASSIFICATIONS ..... 13

ARTICLE 19 – SUBCONTRACTING ..... 13

ARTICLE 20 – FEE FOR SERVICE CLINICIANS ..... 13

ARTICLE 21 – RETURN OF EMPLOYEE TO THE BARGAINING UNIT FROM A  
MANAGEMENT POSITION ..... 16

ARTICLE 22 – JOB POSTING..... 16

ARTICLE 23 – JOB CHANGES ..... 17

ARTICLE 24 – CLIENT EMPLOYEES..... 17

ARTICLE 25 – WORKLOAD PRODUCTIVITY..... 17

ARTICLE 26 – NOTICE OF INTENT TO RESIGN ..... 18

ARTICLE 27 – SUPERVISION ..... 18

ARTICLE 28 – FULL-TIME/PART-TIME/TEMPORARY EMPLOYEES ..... 18

ARTICLE 29 – WORK HOURS ..... 19

ARTICLE 30 – WAGES ..... 20

ARTICLE 31 – WAGE SCALE.....	23
ARTICLE 32 – COMPENSATORY TIME OFF .....	24
ARTICLE 33 – OVERTIME .....	24
ARTICLE 34 – NON-AGENCY RELATED WORK TASKS.....	24
ARTICLE 35 – HEALTH AND SAFETY .....	25
ARTICLE 36 – INCLEMENT WEATHER.....	25
ARTICLE 37 – GRIEVANCE PROCEDURE .....	27
ARTICLE 38 – DISCIPLINARY ACTION .....	29
ARTICLE 39 – LEAVES OF ABSENCE .....	29
ARTICLE 40 – SICK LEAVE.....	32
ARTICLE 41 – PERSONAL LEAVE .....	34
ARTICLE 42 – CIVIC DUTY LEAVE .....	34
ARTICLE 43 – BEREAVEMENT LEAVE.....	35
ARTICLE 44 – HOLIDAYS.....	35
ARTICLE 45 – VACATIONS .....	37
ARTICLE 46 – MILITARY SERVICE.....	37
ARTICLE 47 - STAFF EDUCATIONAL AND LICENSING REIMBURSEMENT BENEFIT.....	37
ARTICLE 48 – TRAVEL EXPENSES .....	38
ARTICLE 49 – HEALTH INSURANCE BENEFITS .....	39
ARTICLE 50 – LIABILITY INSURANCE.....	40
ARTICLE 51 – PRE – TAX BENEFITS PLAN .....	40
ARTICLE 52 – MISCELLANEOUS.....	41
ARTICLE 53 – MODIFICATION .....	41
ARTICLE 54 – SAVINGS CLAUSE .....	41
ARTICLE 55 – SUCCESSOR CLAUSE.....	42
ARTICLE 56 – DURATION OF AGREEMENT .....	42

AGREEMENT made on \_\_\_\_\_ by and between Clinical & Support Options (CSO), 215 Shelburne Road, Greenfield, MA, hereinafter called the "Employer" and Local 509, Service Employees International Union, 400 Talcott Avenue, Watertown, MA 02472, hereinafter called the "Union". The terms of this Agreement are valid for the period of May 1, 2008 through April 30, 2011.

WHEREAS, the Employer and the Union hereby declare their intent to promote and improve labor management relations between them and to set forth herein the basic terms of agreement;

WHEREAS, in consideration of their mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of service, to provide for the orderly settlement of disputes between them, the parties to the agreement agree as follows:

#### ARTICLE 1 – PURPOSE OF AGREEMENT

The intention of this Agreement is to insure that the clients utilizing the services of Clinical & Support Options (CSO) shall receive the quality of services to which they are entitled, and to further insure a sound and mutually beneficial economic and professional relationship between the parties to this agreement. The agreement is designed to provide an orderly and peaceful means for resolving any misunderstandings or grievances and to set forth herein the basic and full agreement between the parties; covering wages, rates of pay, hours of work, and other conditions of employment. The Union and the Employer agree to make every reasonable effort to assure efficient operation, to serve the needs of the community and to meet the highest possible professional standards in such service. Furthermore, the Employer, all managers, all bargaining unit members and all representative(s) of Local 509 agree that all parties shall be treated with dignity and respect.

#### ARTICLE 2 – GENERAL CONDITIONS

Section 1. Upon written request, the Employer agrees to allow employees reasonable access to their individual personnel records. Employees shall have the right to insert statements of clarification or rebuttal in their personnel file. The Employer agrees that all employee warnings, performance evaluations or other material relating to an employee's character, behavior or competence placed in said file shall be signed. The Employer agrees to treat all materials contained in said files as confidential and further agrees not to release such information, absent written employee authorization, to outside individuals except when required by law or court order.

Section 2. The Union agrees that employees immediately report all work-related injuries to their supervisor.

Section 3. The employer shall not withhold pay from or delay pay to a bargaining unit member due to an error or omission in his or her time sheet. In addition, pay shall not be withheld or delayed due to a late submission of a time sheet provided the bargaining unit member has communicated with the payroll manager or designee by telephone prior to the submission deadline, how many hours he or she has worked in that pay period, and provided further that he or she submits the time sheet within a reasonable time thereafter. Submission of timesheets may be accomplished by fax, and the originals must follow within forty-eight (48) hours thereafter.

### ARTICLE 3 – RECOGNITION

Recognition: The employer recognizes SEIU Local 509 as the exclusive representative of all employees in the bargaining unit set forth in Certification or Representation Case No. 1-RC-19906 and 1-RC-17738 and a recognition agreement executed in September of 1986 between Franklin County Mental Health Association and District 1199, New England Health Care Employees Union and below, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

Included: All regular full-time and regular part-time professional employees employed in the following classifications: outpatient therapists, intake clinicians, nutritionists, community support counselors, clubhouse workers/counselors, occupational therapists, crisis clinicians, relief clinicians, registered nurses, and fee for service clinicians. All regular full-time and regular part-time non-professional employees employed in the following classifications: residential counselors, nutrition assistant, program assistants, community coordinator, receptionists, administrative support staff, respite counselors, relief respite counselors, maintenance.

Excluded: CEO, Chief Operations Officer, Chief Financial Officer, Administrative Support Supervisor, Director of Personnel and Support, Senior Nutritionist, Medical Director, all Division Directors, Program Managers, Outpatient Clinical Supervisors, Guards, confidential employees and Supervisors as defined by the National Labor Relations Act ("NLRA").

### ARTICLE 4 – MANAGEMENT RIGHTS

The Union and the Employer agree that certain rights, powers, and responsibilities shall belong solely and exclusively to the Employer including, but not limited to, the assurance of efficient quality service delivery to consumers and the maintaining of the fiscal integrity of the Agency.

Section 1. The Employer's rights, powers, and responsibilities shall include, but are not limited to the right to exercise control and discretion over its business, property,

organization and technology including the determination of standards of productivity and services to be provided and establish and/or revise personnel evaluation programs; the determination of size, whether any part of the whole of its operations shall continue to operate, the composition of the work force, and content of job classifications or their establishment/ abolishment; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the establishment and enforcement of reasonable work rules and regulations; and the taking of all necessary actions to carry out its mission in emergencies; the right to discharge probationary employees for any reason; the right to determine qualifications for positions and of employees; the right to require reasonable overtime work; the right to establish starting and quitting times, the scheduling of work and work breaks; the determination of who shall perform the work, staffing patterns, and work areas; the right to contract out services; the right to determine quality and type of equipment and method of operation of such equipment; the right to determine the number and location of facilities. The above employer rights will not be executed in a capricious manner.

Section 2. The delivery of services to the public in the most efficient, effective and productive manner is of paramount importance to the employer and the union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

## ARTICLE 5 – UNION SECURITY/CHECK-OFF

### Section 1. Union Membership.

- (a) All employees in the bargaining unit who, as of the date of this Agreement, are members of the Union shall, as a condition of continuing employment, maintain their membership in good standing in the Union for the duration of this Agreement.
- (b) All employees in the bargaining unit as of the date of the Agreement who are not members of the Union shall, no later than the thirtieth (30) day from the date of the Agreement, either become and remain members in good standing of the Union as a condition of employment for the duration of this Agreement or become an agency fee payer for the duration of this Agreement as a condition of employment.
- (c) All employees in the bargaining unit hired after the date of this agreement shall, following the completion of thirty (30) days of such employment, become and remain members in good standing in the Union as a condition of employment for the duration of this Agreement or become an agency fee payer as a condition of employment for the duration of this Agreement.

- (d) For the purposes of this section, an employee shall be considered a member in good standing of the Union if he/she tenders his/her initiation fee and such periodic membership dues as are uniformly required by the Union as a condition of membership. An employee shall be considered an agency fee payer if he/she tenders an established amount in agency fees as required by the Union. An employee who wishes to become an agency fee payer shall so notify both the Union and the Employer.

Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall have a choice of making a contribution equal to the Union's dues to charity.

Section 2. Notification. The employer shall notify newly hired employees covered by this Agreement that the Union is the sole and exclusive representative of the bargaining unit for the purposes of collective bargaining on wages, hours and other conditions of employment as provided by the Labor-Management Relations Act of 1947, as amended. A union card and a copy of the Union Contract, to be supplied by the Union, will be given out with other new hire information. The Employer shall notify the Union each month of the names of newly hired employees, their address, Social Security numbers, date of hire, job title/classification, hours per week, base wages; also names of terminated employees, together with their dates of termination; and names of employees on leave of absence.

Section 3. Check-off. The Employer agrees to deduct dues uniformly from the pay of the employees who have executed written authorization forms approved by the Employer, and to remit to the Union all such deductions at the end of the payroll period for which the deduction is made along with a list of employees paying dues that month and their Social Security number. Along with the first such deduction, the Employer agrees to uniformly deduct an initiation fee from the pay of the employees who have executed written authorizations in the form approved by the Employer and to remit same to the Union at the end of the payroll period in which said deduction is made. All such deductions shall be sent to Local 509, Service Employees International Union, 400 Talcott Avenue, Watertown, MA 02472.

Section 4. The Employer shall be relieved from making such deductions from an individual's paycheck upon (a) termination of employment (b) transfer to a job outside of the bargaining unit; (c) layoff from work; (d) the commencement of an agreed unpaid leave of absence; and (e) documentation of membership in a recognized religion, body or sect that holds conscientious objections to a member joining or financially supporting a labor organization.

Section 5. Indemnification. It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this Article, and the Union hereby agrees that it will indemnify and hold harmless from any claim, actions or proceedings by any employee arising from deductions by the employer hereunder.

Once the funds are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

Section 6. COPE Deduction.

- (a) An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving notice in writing to the Employer.
- (b) The Employer shall deduct such political education fund fee from the pay of the employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political fund fees are transmitted, at the same time that dues deductions are transmitted.

ARTICLE 6 – UNION ACCESS

A duly authorized representative of the Union may visit the Employer's main sites-for the purpose of conducting Union business pertaining to the terms and conditions of this Agreement. Such visitation shall be permitted solely during working hours for the purpose of grievance handling and administering this Agreement and conferring with employees on CSO-related Union business provided, however, that such visitation does not interfere with the Employer's business or operations. Upon checking in at these sites, the Union Representative will advise the receptionist to inform the most senior manager at such site of his/her arrival.

The representative may visit other CSO sites with advance notice to the most senior manager at such site, who may designate a more suitable space or time for such visit.

It is further understood that due to the nature of this Employer's operation, the Union representative will only be allowed in an appropriate area to conduct his/her business. The Union Representative shall not interfere with the employers' business operations.

ARTICLE 7 – STEWARDS AND UNION MEETINGS

Section 1. The employer and the Union agree with the goal of having each main work location represented with a Steward. The Union shall supply the Employer with a written list of Union Stewards at least once a year and maintain such list in a current

fashion.

Section 2. The CSO service area serves three distinct geographic areas: Franklin County, North Quabbin, and Hampshire County. The Employer will grant the sum of four (4) hours off with pay per month in each of the North Quabbin area and the Hampshire County area and eight (8) hours off with pay per month in the Franklin County area, not to exceed a total accumulation of eight hours (8) for use by Union Stewards limited to and not exceeding the following duties and activities:

- (a) The discussion and investigation of grievances and disputes and presentation of grievances and disputes to the Employer or designated Employer representative in accordance with the provisions of this Collective Bargaining Agreement. However, the Employer is under no obligation to pay shop stewards for time spent in grievance meetings which occur outside the normal scheduled work week or when such meetings are not held on the Employer's property, unless the Employer requires their attendance which shall be done in writing.
- (b) The representation, advocacy, or defense of a Bargaining Unit member at disciplinary meetings. The Employer agrees that such a scheduled meeting may be postponed up to seven days in order to accommodate the availability of the Steward or designee.

Section 3. The Employer shall hold stewards subject to the same performance standards as are other employees of the program/agency and stewards are expected to maintain their productivity/workload commensurate with the FTE equivalency to which they are hired. It is understood that stewards shall not interfere with the work of others.

Section 4. On the current recording system and using the current code, employees who are working as stewards during their assigned work hours will notify the employer in writing of the total number of hours used for union business during the preceding month.

Section 5. Union Officials.

- (a) In the event that a bargaining unit employee is elected as a Union Local Officer, the Union shall inform the Employer in writing. In that event, subject to staffing needs, no more than one such individual will be allowed one (1) day off each calendar month to attend Local 509 Executive Board Meetings.
- (b) Union Stewards or their designees will be allowed two (2) days off each calendar year to attend the annual Steward's seminar, or training, subject to staffing needs and provided that the Employer is given at least two (2) week's advance notice by each Steward.

- (c) Leave granted pursuant to this section shall be considered Leave without Pay unless the employee chooses to draw from their accumulated personal or vacation leave banks or any accrued compensatory time. Requests for leave under this section shall not be unreasonably denied.

#### ARTICLE 8 – BULLETIN BOARDS

The Employer agrees to provide space on a bulletin board for the Union to post notices pertaining to Union business at facilities located at each of its locations.

Union materials can only be posted on such designated areas. Costs associated with the creation, duplication, and distribution of Union materials shall be borne by the Union.

#### ARTICLE 9 – LABOR/MANAGEMENT ADVISORY COMMITTEE

Section 1. CSO and the Union agree to establish a Labor-Management Advisory Committee that will function as follows: A liaison committee consisting of at least three (3) Union members, and at least two (2) members of management will meet on an as-needed basis for the purpose of discussing matters of mutual interest and concern. This committee shall serve solely in an advisory capacity and the representation on either side shall be equal to the other in voting power. Upon the request of the committee, a Union representative may be present at such meeting. Time spent in committee shall count as time worked. Union members of the Labor-Management Advisory Committee may meet with the Board of Directors from time to time, to discuss matters of mutual concern. Said requests to meet shall not be unreasonably denied.

Section 2. Regarding health and safety issues, the Labor/Management Committee, which may be site specific, shall meet as necessary at mutually convenient times, for the purposes of:

- (a) Assisting in the development of policies and procedures to determine healthful working environments;
- (b) Reviewing and suggesting solutions to disputes brought by staff members, that refer to the maintenance of a healthful working environment or the performance of such duties that may be considered to be unsafe or unhealthful;
- (c) Reviewing and updating emergency procedures on an as-needed basis;
- (d) Reviewing staffing configurations as it applies to health and safety.

## ARTICLE 10 – NO STRIKE/NO LOCKOUT

Both parties recognize the critical nature of the services provided to the Employer's clients. For this reason, both the Employer and the Union desire to avoid any interruption of such services. In furtherance of this goal, the parties agree as follows:

Section 1. The Employer agrees that as long as the agreement is in effect, there shall be no lockouts. The Union and the employees agree that there shall be no strikes, sympathy strikes, sit-downs, slow-downs, stoppages of work or job-action related picketing or boycotts, mass sick outs or labor organized consumer actions on behalf of labor or interference with the agency's ability to provide services to consumers.

Section 2. In the event that there is a breach of the foregoing provisions, the Employer may resort to the grievance and arbitration provisions of this Agreement and or may take disciplinary action, up to and including discharge, and or may pursue any lawful remedy.

## ARTICLE 11 – LICENSURE/CERTIFICATION

Section 1. All employees must apply for the highest level of Massachusetts licensure/certification which is required for his/her job as specified in the job description and for which they are eligible within six months of their eligibility date or date of job-requirement. If an employee does not become licensed/certified within one year of his/her eligibility date or job-requirement, CSO will have the option of terminating that employee's employment, with written notice of 90 days. If the license/certification is obtained within the 90-day period, the notice will be withdrawn. If the sitting for the necessary exam is not scheduled within the specified time frame and the employee can demonstrate that he/she has registered to take such exam, an extension will be granted to the date of the exam not to exceed six (6) months. Subsequent to the extension period, the ninety (90) day notices will ensue.

Section 2. As employees become eligible for job required levels of licensure/certification as specified in their job description, they must apply for and obtain such licensure/certification under the timelines outlined in Section 1 above.

Section 3. If an employee's license is suspended or revoked by the licensing authority, CSO will have the option of terminating that employee's employment, with written notice of ten (10) days.

Section 4. Credentials are required in order to maintain employment. In the event that the Employer suspends or revokes an employee's credentials, the Bargaining Unit may grieve the suspension/revocation, in which case the employee shall remain employed at least until the completion of the second step of the grievance procedure.

## ARTICLE 12 – PROBATIONARY PERIOD

Section 1. The first six (6) months of employment or reemployment in the bargaining unit shall be the probationary period for all employees.

Section 2. During said period, transfer or discharge will be at the sole discretion of the CSO without recourse to the grievance and arbitration procedures by the Union or the employee. Upon successful completion of the probationary period, employees shall be regarded as permanent and accorded seniority status computed as of their most recent date of employment within CSO.

Section 3. The Employer will provide written feedback on a probationary employee's performance at the end of three months and at the end of the probationary period. If CSO fails to provide such feedback at the midpoint evaluation point, the employee in question will be allowed to continue in his or her probationary role until the next evaluation point except in those situations where an employee has violated CSO procedures and/or where an employee's continued employment could significantly jeopardize the best interest of CSO.

Section 4. A non-FFS employee is eligible for sick leave, bereavement leave, use of accrued comp time, and holidays from the first date of employment, as well as any accrued personal days which are not reimbursable should an employee not complete the probation period. Upon completion of their fourth full month of employment probationary employees shall be awarded forty hours of vacation time that are available for immediate use. Probationary employees are eligible for health benefits according to the terms of the insurance carrier, which is normally the first day of the month following his/her hire. Non-FFS probationary employees are eligible for health benefits according to the terms of the insurance carrier.

Section 5. Upon an employee's successful completion of the probationary period, he or she becomes eligible for all employee benefits. Such benefits shall be accrued from their date of hire or rehire.

## ARTICLE 13 – AFFIRMATIVE ACTION STATEMENT OF POLICY

The Employer and the Union mutually agree to cooperate in maintaining Equal Employment Opportunity and Affirmative Action Programs consistent with all governmental statutory obligations.

The Employer will honor any EEO/AA commitments contained in State and Federal contracts. In addition, sexual preference will be included in Affirmative Action Policies when not part of these existing contracts.

## ARTICLE 14 – NON-DISCRIMINATION

The Employer and the Union each agrees that it will not discriminate against any employee because of race, sex, creed, color, religion, national origin, age, sexual orientation, marital status, veteran status, political affiliation, or disability.

The Employer further agrees to provide equal treatment with respect to rates of pay, benefits and other terms and conditions of employment and employment opportunity.

## ARTICLE 15 – HARASSMENT

CSO and the Union agree that no employee should be subject to harassment in the workplace. In this spirit, CSO agrees to maintain a published policy on harassment, including sexual harassment, and take appropriate discipline, up to and including discharge, of an employee who engages in such serious misconduct. Harassment of one employee by another shall constitute serious misconduct.

## ARTICLE 16 – SENIORITY

### Section 1. Accumulation of Seniority.

- (a) Seniority shall be defined as an employee's length of continuous service with the Employer.
- (b) Employees will acquire seniority after completing their probationary periods, and such seniority will be computed from the most recent date of hire.

### Section 2. Loss of Seniority. An employee's seniority shall be broken by the following:

- (a) Resignation, retirement;
- (b) Absence from work due to a layoff or work-related injury for a period equaling or exceeding eighteen (18) months;
- (c) Failure to notify the Employer or acceptance to return to work within five (5) working days after receiving notification in writing to return to work following layoff, such notification to be sent by certified mail to the employee's last known address;
- (d) Failure to report to work within ten (10) working days after receiving notification in writing to return to work following layoff, unless an extension up to four (4) weeks has been previously agreed to by the parties. Such notification to be sent by certified mail to the employee's last known address;
- (e) Failure to return to work in accordance with the terms of a leave of absence;
- (f) Discharge for just cause;

- (g) If an employee engages in other employment while on leave of absence without express permission of the employer;
- (h) No call-no show for three consecutive workdays, unless there are extenuating circumstances.

If an individual applies for a position at CSO after suffering a loss of seniority under item B above, s/he shall be accorded hiring preference over similarly qualified candidates.

## ARTICLE 17 – LAYOFF

CSO shall determine the activities, operations or duties to be discontinued or curtailed and the number and classifications of employees to be laid off because of lack of work, reorganization, or other reasons.

Managers shall not perform the work of Bargaining Unit employees if it results in the layoff or partial layoff of any such employee.

### Section 1. Notice.

- (a) All layoffs will be made on the basis of seniority in accordance with the procedures outlined in this Article.
- (b) When the employer determines that a layoff is necessary, the employer shall notify the Union and affected employees two weeks in advance.
  - 1) Every effort will be made to provide four weeks advance notice whenever possible.
  - 2) Prior to the effective date of the layoff, the parties will make every effort to meet so that the implications of the layoff may be discussed.

### Section 2. Layoff Procedure.

- (a) CSO will post a notice announcing the layoff and the affected classification(s), number of employees, and (for direct care staff) the affected programs. Any employee within the affected program and classification willing to accept voluntary layoff shall apply in writing to the CEO or designee within the period specified in the notice. CSO has the right to reject any offer to accept a voluntary layoff from an employee who is in a different program unit.
- (b) An employee whose job is affected by a layoff may displace the least senior employee within his/her job classification as listed below if the senior employee is qualified to do the available work and can be trained to do the available work within thirty (30) days, providing that such employee has provided written notification to do so to the personnel office within ten working days of his/her

receipt of such lay-off notice. Determination as to the qualifications and feasibility of such training shall be made by the Program Director in consultation with the affected employee (with Union representation should the employee so wish) and the Chief Operations Officer and shall not be subject to the grievance provisions of this contract. An employee who is laid off will retain all accrued benefits as of the date the employee was laid off. The employee will not accrue additional benefits during such layoff.

- (c) In Section 2 B above, if the senior employee is allowed to displace the less senior employee, every attempt shall be made to maintain the senior employee's salary. Should this not be possible, every attempt will be made to restore it as soon as possible.
- (d) CSO may exempt from layoff i) any employee required in order for the Program to remain in compliance with, and reimbursable under, any law, regulation or contract; ii) any employee with special job-related skills or gender necessary to meet the needs of a population which would not otherwise be served; iii) any employee whose layoff would result in a loss of a contract to CSO; and iv) any employee whose loss would be inconsistent with the agency's Affirmative Action Goals. When making a determination under this section, all professional clinical employees should be taken into consideration. This exemption section shall not be arbitrarily applied, and, if applied, the Employer shall provide the Union with a written statement and all documentation as to the reason(s) for applying this section.

### Section 3. Recall.

- (a) Recalls from layoff shall be in the reverse order of the layoff procedure with preference given to the senior employee provided he or she is qualified to do the available work and is willing to work the required hours in the Program Unit or job classification to which recall is made. Employees laid off for lack of work shall have recall rights within a period not to exceed twelve months.
- (b) Recall of qualified employees who have been laid off shall be made as follows: All qualified employees for the position(s) to be filled shall be notified by the Employer by registered or certified mail sent to the last address given the Employer by the employee. The employee is required to keep the Employer notified of changes of address or telephone number.
- (c) All senior employees having replaced less senior employees will be recalled to their original position if such position is restored.

## ARTICLE 18 – JOB CLASSIFICATIONS

Bargaining Unit positions shall be classified in accordance with the general duties as described within their Job Descriptions for purposes of layoff and recall. These classifications will be constituted as follows:

- (a) Support/administrative, including: receptionists, administrative assistants, and billing assistants;
- (b) Counselors, including: outreach workers, case managers, clubhouse staff, clinical technicians, educational workers i.e., non-BA, Bachelor, and Masters/Doctoral degreed non-clinicians;
- (c) Occupational Therapist: bachelor level occupational therapist and masters level occupational therapist;
- (d) Nurse counselors, including licensed practical nurses, registered nurses, and clinical nurse specialists;
- (e) Clinicians, i.e., Masters' Level individuals providing third party billable clinical work by virtue of their degree and/or license; and
- (f) Non-licensed and licensed doctoral clinicians, i.e. individuals providing third party billable clinical work by virtue of their billable doctoral degree.

Program coordinators are to be included in the classification of b, c, d, e or f as listed above depending upon the qualifications of the program coordinator.

## ARTICLE 19 – SUBCONTRACTING

Work usually performed by employees in this bargaining unit will not be contracted out if it will result in the layoff of the employees covered by this agreement.

If an employee's job description changes as a result of subcontracting, that employee will retain his or her seniority, wages, and benefits.

## ARTICLE 20 – FEE FOR SERVICE CLINICIANS

Section 1. Defined. Fee for Service Clinicians, who provide ongoing services, as opposed to interim or fill-in work, and are recognized under Article 3 (Recognition) as members of the bargaining unit.

Section 2. Benefit Eligibility. All Fee For Service Clinicians who provide an average billable units per month that is equal to or above a .5 FTE will be deemed eligible for health benefits as outlined in Article 49 (Health Insurance Benefits). Those Fee For

Service Clinicians hired for less than a full FTE shall have their premium obligation modified on a prorated basis. For purposes of this article only, a full FTE shall equal 88 billable units per month.

Section 3. Initial Placement. Fee for service Clinicians will be expected to achieve their initial billable service hours target within two months of start date. By the first day of the third calendar month of work, the worker and supervisor will have built a caseload that allows the clinician to bill at the productivity rate at which the employee was hired for.

Section 4. Maintenance of Productivity. A member hired who fails to reach their productivity rate in any given fiscal quarter will in the following quarter have their health insurance premium obligations based on their actual FTE status for the past quarter. (Exceptions to this FTE status modification will be for authorized leaves of absence or other extenuating circumstances.) Management will monitor billable units weekly, based on the date encounters are entered into the system. Those clinicians who fail to satisfactorily obtain the agreed upon billable unit FTE level by their second month of review will receive a non-disciplinary written corrective action plan. Those plans which have been completed, but which have not resulted in the desired increase in the FTE rate shall be subject to further review. Should the corrective action plan not be completed and the desired FTE rate not achieved within 45 days, the fee for service clinician may then be subject to the progressive discipline. In lieu of a possible disciplinary track, fee for service workers unable to meet standards would be eligible to accept a reduced FTE standard.

A written copy of all corrective action plans will be presented to the FFS Clinician with a copy sent to the union office.

Section 5. Benefit Options. Employees would be eligible to buy into the health insurance plan based on their FTE. They shall also be covered by all elements of this agreement, with the exception of Articles 40 (sick leave), 41 (personal leave), 43 (bereavement), 44 (holidays, except section 7), 45 (vacation). All Fee for Service Clinicians shall have the following options for reimbursement:

- (a) Fee for Service. Employees opting for this model, shall receive the following compensation rate(s):
- 1) \$35 per billable unit (Licensed at highest independent level or 7+ years post-master's relevant experience);
  - 2) \$32 per billable unit (unlicensed, LCSW, or other license/certification that is not highest independent level and does not have 7+ yrs post-masters relevant experience);
  - 3) \$11 per billable person per group therapy session; and
  - 4) \$41 per billable diagnostic evaluation session.
- (b) Salary Plus model.

- 1) Initial Eligibility. Clinicians who have produced billable hours at .75 FTE or above and have met and maintained productivity and paperwork standards for at least two consecutive months are eligible for the Salary Plus Model. CSO will retain sole discretion to determine the number of clinicians in each compensation model based on operational needs.
- 2) Compensation. Clinician I (non licensed, less than 7 years experience or license that is not at highest independent level) will be paid \$31,000 per year (subject to *pro rata* reduction if less than 1.0 FTE) plus \$32 per hour over 264 billable hours per fiscal quarter  
Clinician II (licensed at highest independent level, 7+ yrs exp, PhD or bilingual with 2+ yrs experience) will be paid \$34,000 per year base (subject to *pro rata* reduction if less than 1.0 FTE) plus \$35 per hour over 264 billable hours per fiscal quarter.  
  
Payment for "plus" will be made on a quarterly basis no later than the last paycheck of the month following the close of the fiscal quarter.
- 3) Productivity Requirement. To remain eligible for the Salary Plus model, clinicians must bill at least 264 hours each fiscal quarter. This productivity requirement will be reduced on a *pro rata* basis for part-time clinicians.

Clinicians will be provided reports detailing their billable hours on a monthly basis. Clinicians who do not meet productivity levels for two consecutive months will receive a corrective action memo and be required to work with supervisor to immediately increase productivity.

Clinicians who, at the end of any fiscal quarter, have not met their quarterly productivity requirement, will be afforded one additional month in the succeeding fiscal quarter to make up their billable hour shortfall. If their billable hour shortfall is not made up during that month, CSO will either decrease the clinician's FTE status (but not below 0.75 FTE) or will re-classify the clinician to Fee For Service status.

CSO reserves the right not to decrease a clinician's FTE or change a clinician to FFS status because of the clinician's failure to meet the quarterly productivity requirement, on a case-by-case basis. In so doing, CSO will consider the clinician's history of meeting the productivity requirement, caseload, absences (if any), efforts made to meet the productivity requirement, and any other extenuating circumstances. CSO will not decrease the FTE or change the status of a clinician who has failed to meet the quarterly productivity requirement because s/he took an FMLA-qualifying leave during that quarter.

Voluntary Status Changes. Clinicians may not voluntarily change status between the Fee For Service and Salary Plus compensation models more than twice per fiscal year or more than three total times during their employment.

Staff Meeting and Supervision. Clinicians on salary plus model must attend monthly

staff meetings and supervision as outlined in job descriptions according to clinical need and license requirements.

Section 6. FFS clinicians will be reimbursed at \$20 per court appearance, provided that they are compelled to attend by subpoena, and they have Clinic Director approval for such appearance. The employee will provide documentation of their court appearance as a condition to receiving this reimbursement.

#### ARTICLE 21 – RETURN OF EMPLOYEE TO THE BARGAINING UNIT FROM A MANAGEMENT POSITION

If an employee is returned to the bargaining unit within two years of his or her promotion to a non-bargaining unit position, such employee shall return at his or her previous level of seniority.

Employees leaving the bargaining unit to take on interim management positions of no more than one year shall return to the bargaining unit with no loss of seniority.

#### ARTICLE 22 – JOB POSTING

Section 1. Notices of bargaining unit job vacancies which CSO has determined will be filled shall be posted on the bulletin boards of each of the Employer's locations for a period of seven (7) calendar days. Employees must bid by the closing date specified on the job posting. This provision shall in no way limit CSO's right to immediately temporarily fill a new position or vacancy pending final selection of an applicant or CSO's right to seek applicants from outside sources.

#### Section 2.

- (a) The position shall be awarded based on an employee's qualifications. If two or more employees have substantially equivalent qualifications, seniority shall be the deciding factor. Employees who bid on a position for which they appear to possess relevant qualifications must be interviewed and given due consideration by the search and hiring committee. It is further understood that although the search and hiring committee is responsible for recommending the best candidate for the position in question, work experience within CSO shall be treated as a positive factor. Finally, if an outside applicant and an in-house applicant possess substantially equivalent qualifications, the in-house candidate will be accorded preference.
- (b) If an employee successfully bids, receives a position and is subsequently determined within six (6) months to be unsuitable, the employee shall be allowed to return to her or his former position without loss of seniority, provided that their former position has not been filled. If the former position has been filled, the Employee may bid on any vacant position for which he/she is qualified

to perform. If the employee's former position becomes available, the employee shall have first option to return to his/her former position at the currently effective rate of pay, provided that the employee is still qualified to perform all of his/her former job duties.

Section 3. All bargaining unit job searches shall be conducted by the search and hiring committee. Such a committee or committees shall consist of representatives of management and whenever possible members of the bargaining unit. The bargaining unit members shall have the same rights and privileges as other members of the committee. The committee shall screen applications, interview applicants and recommend candidates to the Chief Executive Officer. The process and outcome of the committee shall not be subject to grievance and arbitration.

All members of a search committee will be required to participate in a training with the Human Resources Director about legal issues related to interviewing and hiring process as well as interviewing skills.

Time spent at meetings of the search and hiring committee(s) shall be voluntary and if occurring during the individual's work schedule treated as paid-time worked.

#### ARTICLE 23 – JOB CHANGES

If the employer establishes a new job classification within the bargaining unit, combines two or more jobs, or significantly alters or expands the duties (meaning changing or adding a significant task or essential duty) of an existing job while occupied, the employer shall notify the Union in writing as far in advance as possible of the intended change. If the Union does not agree to the change, a meeting between the parties shall take place to discuss the change and possible alternatives. If the Union does not respond within fifteen (15) working days of notification, the changes will ensue.

#### ARTICLE 24 – CLIENT EMPLOYEES

CSO clients who are employed by the Employer as part of an organized vocational rehabilitation program shall not be considered members of the bargaining unit.

#### ARTICLE 25 – WORKLOAD PRODUCTIVITY

Section 1. Workload/Productivity. Each employee's reasonable workload/productivity will be decided by the Employer with the input of the bargaining unit employee subject to contractual obligations with the funding sources. In determining appropriate caseloads, consideration will be given to: client population, type of program, special projects, large increases in collateral requirements, outreach, and amount of staff supervision. This provision is subject to the grievance and arbitration procedure outlined in this contract.

Section 2. Computer Work Stations. As a means of assisting employees in the completion of their administration duties, at minimum, the Employer will maintain its current computer work stations loaded with templates in all-of their site locations.

#### ARTICLE 26 – NOTICE OF INTENT TO RESIGN

Section 1. Any direct care employee is strongly encouraged to provide the Employer with at least four (4) weeks written notice of their intent to resign their position. Notice shall be submitted to the employee's Division Director.

Section 2. Other employees are strongly encouraged to provide the Employer with at least two (2) weeks written notice of their intent to resign their position. Notice shall be submitted to the employee's supervisor.

Section 3. Vacation, compensatory or personal leave may not be taken during the notice period without approval by the CEO or designee.

#### ARTICLE 27 – SUPERVISION

Employees shall receive appropriate professional supervision as determined by the Employer to enhance job performance and as needed by the employee. Supervision will meet employee's requirements for professional advancement including meeting State licensure requirements.

Notwithstanding the above, it is understood that employees who have independent licenses to provide clinical services generally need less supervision than those employees who do not possess independent licensure.

#### ARTICLE 28 – FULL-TIME/PART-TIME/TEMPORARY EMPLOYEES

Section 1. Full-Time Employees. Full-time employees are those hired to work forty (40) hours per week.

Section 2. Part-Time Employees. Part-time employees are those hired to work twenty (20) or more hours per week, but less than forty (40) hours per week. Benefits for part-time employees shall be computed on an exact pro-rata basis, except where otherwise specifically noted in this contract.

Section 3. Temporary Replacement Employees. From time to time, the Employer may need to hire temporary replacement for employees who have been granted extended leave of absence. Such temporary employees will be eligible for only the following benefits.

1. Article 27 - Supervision

2. Article 32 - Compensatory Time
3. Article 33 - Overtime
4. Article 44 - Holidays
5. Article 45 - Vacations
6. Article 48 - Travel Expense
7. Article 50 - Liability Insurance
8. Article 51 - Pre-Tax Benefit Plan

Due to the limited duration and temporary nature of these positions, these employees are not eligible to accrue seniority and cannot use the "bumping" privileges contained on Seniority of the Collective Bargaining Agreement.

The Employer agrees to consider such temporary employees for any regular positions for which they are qualified. If a vacancy in a regular position should exist when a temporary position ends, the Employer will give preference over outside applicants to a temporary replacement employee so long as said employee meets the established qualifications for the position in question and had performed at least satisfactorily in his/her job performance. If the Employer selects a temporary replacement employee for a regular position, the employee will receive seniority credit from his or her original date of hire for the temporary position.

## ARTICLE 29 – WORK HOURS

Section 1. The Employer agrees to allow employees to schedule their hours of work in a flexible manner wherever feasible. The employer and the Union agree that employees may follow a flexible work schedule so long as such schedule meets client and CSO needs. Such agreement will be subject to mutual agreement between employee and their Administrative Program Supervisor.

### Section 2.

- (a) In each 8-hour or more work-day, employees shall be entitled to a 1/2 hour paid meal break unless specifically excluded by the funding agent in their contract with the Employer. Employees working less than 8 hours shall receive a paid meal break on an exact pro-rata basis.
- (b) Changes in work hours or schedules for employees will be mutually agreed upon by the employee and the employer whenever possible. The employer will make every reasonable effort to arrive at a mutually agreeable outcome to such changes within a 30-day period. Should such efforts fail, the employer reserves the right to set work hours and schedules for employees in a fair and equitable manner.
- (c) Relief Staff and Relief Clinicians: It is understood that by nature of the position, relief staff and relief clinicians will work on an "as needed" basis and may work irregular and inconsistent schedules.

- (d) Shifts and Shift Assignments: Employees shall work under the shift arrangements for which they were hired. CSO may change an employee's shift assignment when necessary. Any such change in shift assignment will be made according to seniority, unless special consideration needs to be given due to family care needs, employment conflicts, medical needs or clinical needs. Whenever possible, Employees will be notified in writing thirty (30) days in advance of such a change.

Section 3. Work hours and work schedules for new programs will be mutually agreed upon by the union and the Employer whenever possible. The Employer will make every reasonable effort to arrive at a mutually agreeable outcome to said hours and schedules. Should such efforts fail, the Employer reserves the right to set work hours and schedules for new programs in a fair and equitable manner.

Section 4. In the event that the Employer engages in overnight excursions with clients which would take employees outside of their normal work hours, the following will apply:

- (a) The Employer will request volunteers from the current program staff,
- (b) If no current program staff voluntarily step forward, the Employer may seek qualified volunteers from other programs or qualified relief staff,
- (c) If there are no staff volunteers nor relief staff available, program staff may be required to staff such excursions. Staffing will be subject to the specific gender mix required, scheduled on a rotating basis with the rotation being least senior staff scheduled first.
- (d) In each twenty-four hour period, staff will be compensated for a regular eight (8) hour work-shift plus an additional eight (8) hours of compensation.
- (e) Employees who work such overnight excursions shall not be required to work on the day following the return from such excursions.

## ARTICLE 30 – WAGES

Section 1. All bargaining unit employees, with the exception of outpatient clinicians on the FFS and Salary Plus compensation models, will be paid at a rate indicated in the Article on Salary Scale unless otherwise agreed to by both parties. All bargaining unit employees, with the exception of FFS clinicians, shall on their salary anniversary date receive a one-step salary raise. In addition, employees who have topped the salary scale shall receive a 3% raise on their anniversary date.

Section 2. All current employees as of the date of ratification of this Agreement shall

maintain their current salary anniversary dates. Employees who take unpaid leave will have their salary increase date postponed by the number of days of unpaid leave taken.

Section 3. All newly-hired bargaining unit employees, bargaining unit employees who are promoted/demoted to a different grade level, or employees who are moving from a management position to the bargaining unit shall be placed on the salary scale according to their classification, relevant degree, credentials, and years of relevant work experience.

- (a) Determination of whether their education and work experience is "relevant" shall be made by the CEO or designee and shall not be subject to the formal grievance provisions of this contract.
- (b) Within six months of hire, or promotion, an employee may request an informal review of his/her step-placement on the salary scale with the CEO or designee. This is not subject to the grievance procedure.
- (c) Employees who are being promoted will move to the appropriate grade level and step which constitutes a pay increase of at least two percent (2%) over their present step.

Section 4. Union Release Day. All bargaining unit members who participate in a union-sponsored activity will be given a paid release day provided such activity occurs during their normal work hours and provided that the Union serves the Employer with a 10-day advance notice. However, the Union agrees that it will provide the Employer with a written list of all employees who attended said Release Day within seven days of such event.

Section 5. Reopeners:.

Either party may request effective May 1, 2009 and May 1, 2010 to include:

- (a) mileage reimbursement re-opener should new state funds be provided CSO for mileage reimbursement; and
- (b) if during the term of the Agreement the Commonwealth of Massachusetts provides new monies directly to CSO for pay increases for employees who participate in training, the parties agree to re-open negotiations on this issue.

Section 6. If new job classifications are established during the term of this agreement, the parties agree to negotiate appropriate rates of pay for such new classifications.

Section 7. Direct Deposit. Effective with the first day of the pay-period following ratification of this Article, the employer shall arrange direct deposit of payroll checks for all newly hired employees. New employees shall be paid on the next scheduled pay day immediately following their date of employment, providing all necessary information has

been provided to the business office no later than one week before that pay date.

Section 8. Shift Differentials.

- (a) Employees who work a second or third shift will receive a shift differential of \$1.00/hr for each hour worked.
  
- (b) Employees who are scheduled to and who do work on a weekend dayshift (i.e. begin their work-shift between 6:00 a.m. to 3:29 p.m.) in CSS, Clubhouses, or in Emergency Services will receive a weekend differential of \$.75 for each hour worked.

Section 9. Salaries shall be paid bi-weekly.

ARTICLE 31 – WAGE SCALE

Effective May 1, 2006

Grade/Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
1 Administrative Assistant	\$17,497	\$18,022	\$18,563	\$19,120	\$19,693	\$20,284	\$20,893	\$21,519	\$22,165	\$22,830	\$23,515	\$24,220
2 Accountant Assistant	\$19,309	\$19,888	\$20,485	\$21,099	\$21,732	\$22,384	\$23,055	\$23,748	\$24,460	\$25,193	\$25,949	\$26,728
3 Aide	\$18,360	\$18,911	\$19,478	\$20,062	\$20,664	\$21,284	\$21,923	\$22,581	\$23,258	\$23,956	\$24,674	\$25,414
4 Counselor & Case worker	\$20,515	\$21,130	\$21,765	\$22,418	\$23,090	\$23,782	\$24,496	\$25,231	\$25,989	\$26,768	\$27,571	\$28,398
5 Non-licensed Clinicians	\$23,154	\$23,849	\$24,564	\$25,301	\$26,060	\$26,842	\$27,647	\$28,476	\$29,331	\$30,210	\$31,117	\$32,050
6 Licensed Clinicians	\$25,591	\$26,359	\$27,149	\$27,963	\$28,803	\$29,667	\$30,557	\$31,473	\$32,418	\$33,390	\$34,392	\$35,424
7 Licensed Practical Nurse	\$25,591	\$26,359	\$27,149	\$27,963	\$28,803	\$29,667	\$30,557	\$31,473	\$32,418	\$33,390	\$34,392	\$35,424
8 Registered Nurse	\$31,374	\$32,316	\$33,285	\$34,283	\$35,312	\$36,371	\$37,463	\$38,587	\$39,744	\$40,937	\$42,165	\$43,430
9 Clinical Nurse Specialist	\$61,307	\$63,146	\$65,040	\$66,992	\$69,002	\$71,072	\$73,204	\$75,400	\$77,662	\$79,991	\$82,392	\$84,863
10 Phd, EdD, PsyD (LPP)	\$35,311	\$36,371	\$37,462	\$38,586	\$39,743	\$40,936	\$42,164	\$43,429	\$44,731	\$46,073	\$47,456	\$48,879

## ARTICLE 32 – COMPENSATORY TIME OFF

Section 1. Employees who are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) shall be entitled to accrue compensatory time off subject to the conditions specified below.

Section 2. Eligible employees, providing they have written supervisory approval, may earn an hour of compensatory time off for every hour they work over forty (40) hours in a workweek. Any leave time, including holiday time, does not count as work time and does not count in the calculation of compensatory time accrual. Employees may only accumulate up to forty (40) compensatory hours. Part-time employees may only accumulate this benefit on a pro-rata basis.

Section 3. With prior approval, Employees may use such time off in a minimum block of one (1) hours. Exceptions to this policy may be made by the CEO upon a showing by an employee of need.

## ARTICLE 33 – OVERTIME

Section 1. All staff who are not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) shall be entitled to overtime pay, as specified in such Act, for any hours worked in excess of forty (40) in a work week. Any leave time or holiday taken in the week does not count as work time and does not count in the calculation of overtime hours.

For staff classified as non-exempt as defined by the Department of Labor, the Program Director of his/her designee must approve the overtime prior to the employee working the overtime hours. If the employee makes a reasonable attempt to reach the Program Director or his/her designee, and is unable to do so, or if there is a legitimate crisis or emergency, the overtime will be granted subject to the approval of the Program Director or his/her designee. In such cases, Overtime approval will not be denied for reasonable efforts and/or legitimate emergencies.

Section 2. Employees that are exempt from the overtime provisions of the Fair Labor Standards Act shall not be entitled to overtime pay.

## ARTICLE 34 – NON-AGENCY RELATED WORK TASKS

The employer agrees that employees will not be required to perform tasks of a personal nature.

## ARTICLE 35 – HEALTH AND SAFETY

Section 1. The Employer agrees to maintain a safe and healthy workplace and to comply with all Federal, State and local Health and Safety Laws and Regulations including the Occupational Safety and Health Act and the Federal Life Safety Code.

Section 2. Employees agree to comply with all applicable safety and health policies of the Employer. No employee shall be required to work under conditions which are a hazard to his/her health or safety, such work conditions to be determined as hazardous under procedures described in Section 3. In the event that a work situation is determined to be hazardous, an employee will not suffer loss of pay or discipline because of action taken to avoid such situation. The employer reserves the right to make reasonable requests to insure the safety of the client/consumer.

Section 3. All disputes as to the existence or correction of hazards and/or violations of the law shall be:

- (a) Brought to the Chief Executive Officer or designee, by staff member and appropriate supervisor, who will make a determination within 24 hours;
- (b) If the dispute is not satisfactorily settled in above procedure, the dispute may be taken to CSO's Labor Management Committee for further review.
- (c) If above fails to satisfactorily settle dispute, it will be subject to the grievance and arbitration provisions of this Agreement.

Section 4. The Employer will maintain smoke-free environments in all of its program sites with the exception of consumer residences.

Section 5. No employee shall be required to transport an actively violent client or a client who appears likely to be violent during the time of transport. Such a situation shall be brought to the attention of the employee's supervisor and the Chief Executive Officer or designee. The Employer will attempt to resolve the problem within two (2) working days. Pending such resolution the client need not be transported.

## ARTICLE 36 – INCLEMENT WEATHER

Section 1. This Article is intended to encourage employees whose work is "critical" to the immediate care of clients to report to work and to those employees whose work does not involve immediate care from taking undue risk. It is also the intent of this article to provide for the normal compensation of employees scheduled to work in the event of their office closing due to inclement weather.

Section 2. The employer may declare "storm time", within a specific geographic service sub-area or throughout the entire service area, when it is determined that employees

may find it difficult to report to work on time due to extreme weather conditions. Factors such as local weather reports and local/state advisories shall be considered in the decision making.

Section 3. All non-critical employees scheduled to work during a period declared as a weather emergency will be paid for that period. Employees who are not required to work on a day which is declared a weather emergency will not receive additional compensation beyond payment for their hours of scheduled work.

Section 4. Employees who are delayed or prevented from working because of inclement weather which has not resulted in an emergency closing of CSO must notify their supervisor within two hours of their usual arrival time at work and shall (1) with their supervisor's approval, make up the lost time within the same work week (2) deduct the work time lost from their accrued/available vacation, personal leave or compensatory time, or (3) should a probationary employee have no accrued personal or compensatory time accumulated, he/she may access accrued but unavailable vacation time.

Section 5. In the event that CSO closes for a portion of the day, non-critical employees scheduled to work during that time will be compensated at their normal hourly rate. When the CEO, or his/her designee, declares, in his/her sole discretion, that CSO is closed because of a weather emergency, employees, who are specifically directed to report to work by management during said period will be paid time and one-half for all hours worked during said period. Decisions whether to close the agency because of a weather emergency are not subject to the grievance procedure.

Section 6. Notwithstanding anything in this section to the contrary, certain employees, such as employees involved in '24 hour' operations and employees designated critical by the CEO or designee are expected to work during periods when CSO is closed due to inclement weather. Employees in twenty-four (24) hour programs who are required to stay beyond an eight hour shift at the request of CSO because of the inclement weather shall be entitled to be paid for all additional hours worked at one and one-half times their regular hourly rate. If an employee cannot stay due to other pressing obligations, his/her supervisor shall make all reasonable efforts to locate a substitute which may include coming in himself/herself; otherwise the employee will remain.

Section 7. Should CSO decide not to close during inclement weather, with supervisory approval, a non-critical employee may choose to leave early, come in late, or take the day off by making use of personal leave, accrued compensatory time, or vacation leave providing that all of the employee's job responsibilities have been dispatched with.

Section 8. If an employee is absent because of vacation, personal, or sick leave during the period when CSO is closed due to inclement weather, the time shall be charged to the employee's leave time.

## ARTICLE 37 – GRIEVANCE PROCEDURE

Section 1. The representative of both the Employer and the Union shall be responsible for making prompt and earnest efforts to adjust all grievances and/or misunderstandings between employees, and the Employer. A grievance shall be defined as a dispute or complaint arising between the parties concerning the meaning or application or performance or breach of any provision of this Agreement, unless expressly excluded from the Grievance Procedure.

Section 2. In the spirit of creating a team approach of working together within the agency, if a problem should arise, employees are encouraged to make an effort to affect an informal adjustment or resolution of the problem prior to filing a grievance by meeting with their Program Director or the Program Director's designee. If the employee so chooses, he or she may involve the Union Steward, a Union Representative or designee in this informal process from the start. The Program Director or the Program Director's designee is encouraged to meet with the employee within five working days to begin resolution. If within ten working days of this meeting, the employee feels that an adequate plan towards resolution of the problem has not been made and the employee still desires to file a grievance, the grievance shall be dealt with in the following manner:

STEP 1. The employee, with or without his/her Union representative, shall take up the grievance with his/her-immediate Program Director, or his/her Program Director's designee, within thirty (30) calendar days after the circumstances giving rise to the grievance or after the employee has reasonable knowledge of the occurrence of the event. The written grievance should describe the section of the agreement allegedly violated, the date(s) of the alleged violation, the nature of the problem, and may also describe previous attempts to resolve the problem. If the matter has not been resolved within ten (10) working days, it may be appealed to Step 2.

STEP 2. Within ten (10) working days after receipt by the Employer of the written grievance, the Union representative and the employee, if he/she chooses, shall meet with the Sr. Program Director or his/her designee and attempt to settle the grievance. The Sr. Program Director or his/her designee shall respond in writing within ten (10) working days.

STEP 3. If no settlement of the grievance has been reached in Step 2, either party to the Agreement may within thirty (30) calendar days after the Employer's answer given under Step 2, by written notice to the other, demand that the matter be submitted to arbitration in accordance with the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service. No more than one grievance shall be submitted to a single arbitrator at one time unless mutually agreed to, in writing, by both parties.

Section 3. The parties agree that the instant remedy for breach of this Agreement, unless specifically provided elsewhere, is through the instant grievance and arbitration provisions, and that the costs of the arbitrator shall be borne one-half (1/2) by the Employer and one-half (1/2) by the Union. Each party shall be fully responsible for all other expenses it incurs for such arbitration.

The powers of the arbitrator are limited as follows:

- (a) The arbitrator shall have no power to add to, delete from, or modify any of the terms of this Agreement, or any supplementary agreement, nor to rule on any matter except while this agreement is in full force and effect.
- (b) The arbitrator shall have no power to establish language for this Agreement.
- (c) All claims for back wages shall be limited to the amounts of wages the employee otherwise should have earned less any unemployment compensation or compensation for personal services to take the place of this particular job that he/she may have received.
- (d) Except as indicated above, the Employer shall not be required to pay back wages for more than the payroll period prior to the date a grievance is filed. Notwithstanding the provisions of this Section, in the case of pay shortage of which the Employee could not have been aware before receiving his/her pay, the arbitrator may, if justified, order that the adjustment be retroactive to the pay period in which the error first occurred, provided that the Employee files a grievance within the established time frame of the time he/she knows or should have known of the pay shortage.
- (e) The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates.
- (f) The arbitrator shall have no power to rule on the proper assignment of work by the Employer between members of various Bargaining Units.
- (g) In the event a case is appealed to an arbitrator, and he/she finds that he/she has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- (h) The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

Section 4. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 5. An employee who feels aggrieved by a direction to perform a reasonable task, shall not refuse to perform the task but shall perform the same and then submit his or her protest as a grievance, provided that an employee shall not be required to perform a task which would present a danger to the health or safety of the employee or clients.

### ARTICLE 38 – DISCIPLINARY ACTION

Section 1. Any disciplinary action by the Employer will be for just cause only.

Section 2. Unless there is an emergency, a bargaining unit employee shall be notified in advance of any disciplinary action involving more than an oral warning or counseling session and shall receive written notification of the employee's right to have a union steward present. Such employee shall have the right to request the presence of his or her Union Steward during any disciplinary interview.

Section 3. Any disciplinary warnings placed in an employee's personnel file, except for warnings involving gross misconduct or the violation of client rights, shall be removed after eighteen (18) months if during such time no similar incident or conduct has occurred.

Section 4. In the event that a non-probationary bargaining unit employee is discharged from employment, the employee shall receive a written notification of his/her discharge and the Union shall be promptly notified of such action.

Section 5. Unless there are extenuating circumstances, an employee who abandons his/her post or who does not report in for duty on an assigned work day or who is absent without supervisory approval and does not call in with a legitimate reason may be summarily dismissed.

### ARTICLE 39 – LEAVES OF ABSENCE

Section 1. Form of Request. To ensure uniformity of practice, all requests for leave shall be in writing, and shall be approved by the CEO or designee in accordance with applicable policy and the particular circumstances of each request, such as the nature of the request, current staffing needs, etc.

Section 2. Family and Medical Leave. The Employer will comply with the FMLA for eligible employees. In addition, an employee will be eligible for such leave to care for a domestic partner with a serious health condition if an affidavit of spousal equivalency is filed with the Employer.

The Employer will designate the employee's leave as FMLA leave and will require the employee to utilize available paid leave. The employer will also require that the FMLA leave run concurrently with other leave to which an employee may be entitled.

Section 3. Family Obligation Act. The Employer will comply with the Massachusetts Small Necessities Leave Act. The employee may use any accrued leave time for these purposes, as appropriate.

Section 4. Parental Leave.

- (a) A full-time or regular part-time female employee who has completed her probationary period is entitled to 8 weeks of maternity/adoptive leave under Massachusetts law. In accordance with the law, such leave will be credited towards the FMLA leave period for a maximum combined state/employer granted maternity leave and FMLA leave of twelve (12) weeks. The first two weeks of maternity leave shall be paid leave. In addition, Maternity leave shall be treated as any other medical leave, so that sick time may be paid depending upon the employee's accrued sick leave.
- (b) A full-time or regular part-time employee who has completed his probationary period is entitled to take the first two weeks of FMLA Leave for the birth or adoption of a child as paid leave. In accordance with the law, such paid leave will be credited towards to the FMLA Leave period. Additional paid FMLA Leave may be taken in accordance with Section 1 and the law.
- (c) Employees who take unpaid leave will have their salary anniversary date postponed by the number of days of unpaid leave taken.
- (d) In order to qualify for this leave, an employee must request such leave at least four (4) weeks in advance of his/her anticipated date of departure, except in the cases of medical emergency as documented by an M.D.
- (e) Employees may use vacation leave credits at the commencement of their parental leave, however, nothing in this Article save for continuing medical disability shall be construed to allow an employee to extend the period of leave beyond three (3) months.
- (f) An employee returning from such a leave of absence, will be restored to her/his previous position, or a similar position, with no loss of seniority or benefits unless economic conditions force the Employer to reduce the work force.

Section 5. Unpaid Leave.

- (a) The Employer will require an employee requesting unpaid leave to use all accrued leave, as appropriate, prior to commencement of the approved unpaid leave. If the employee has already requested and received approval for vacation leave for a subsequent date, he/she may retain vacation leave for that purpose.
- (b) An unpaid personal leave of absence of up to two (2) weeks may be granted to employees but must be approved in writing by the Employee's Program Director

in advance of the leave.

- (c) An unpaid personal leave of more than two (2) weeks, and not to exceed two (2) years, may be granted to a non-probationary employee with the approval of the CEO or designee. An employee who takes unpaid leave for more than two (2) weeks will have his/her salary increase date postponed by the number of days of unpaid leave taken.

#### Section 6. Benefits During Leave.

- (a) An employee who is granted a leave of absence for any reason will use his/her accrued leave time (i.e., vacation, personal, sick, compensatory time, as appropriate) at the beginning of such leave, subject to the exception in Section 5.
- (b) An Employee will use paid sick leave if related to that Employee's own medical condition or health or that of an immediate family member in accordance with Sections 2 and 3 of this Article.
- (c) Credit towards paid vacation time, sick time and seniority will not continue to accrue during any unpaid leave of absence.

Time spent on any paid leave, including civic leave, will not be counted as hours worked for the purpose of computing overtime pay.

#### Section 7. Returning from Leave.

- (a) For FMLA leaves, an Employee shall be returned to the same or a substantially equivalent position unless such position no longer exists due to layoffs. For non-FMLA leaves of thirty (30) days or less, an Employee shall be returned to his/her former position unless such position no longer exists due to layoff(s). For non-FMLA leaves greater than thirty (30) days, an Employee shall be reinstated to any vacant position he/she is qualified for if his/her own job or a substantially equivalent job is not available.
- (b) Employees returning from a leave of absence shall retain their seniority which existed at the beginning of such leave.
- (c) An Employee on extended leave of absence, i.e. an uninterrupted leave of more than sixty (60) days duration, must contact the CEO or designee in writing no less than thirty days prior to the expiration date of his/her leave to request reinstatement.
- (d) The employer reserves the right to place an employee who has been arrested or arraigned through a state or federal court for a crime involving moral turpitude on an unpaid leave of absence until the employer completes its investigation.

Section 8. Failure to Return From Leave. Any employee who fails to report for work on the expiration of their leave of absence shall be considered as having voluntarily resigned their position.

#### ARTICLE 40 – SICK LEAVE

The purpose of sick leave is to offer salary continuation to an employee in the event of illness or necessary health care which prevents the employee from attending to their normal job duties.

Section 1. Definition. Sick leave shall be defined as absence from work due to illness; medical, dental, mental health, or optical appointments of an Employee or his/her immediate family, defined as parents, spouse, children or declared comparable surrogate relationships.

Sick leave shall be applicable only if the employee or his/her immediate family member is ill on days during which the Employee is normally scheduled to work. An employee shall be paid at his/her straight time hourly rate for the normal work day. The Employer shall not pay sick leave to any employee injured in an accident compensated by Workmen's Compensation or other disability plan.

Section 2. Granting Sick Leave. Supervisors shall grant sick leave with pay to all employees according to the following provisions:

- (a) The supervisor must be notified through a leave request form at least two days in advance of sick leave taken for mental health, medical, dental, or optical appointments, unless the examination is an emergency.
- (b) The supervisor must be notified at least one hour before the employees scheduled reporting time for any other type of sick leave requirement of the employee.
- (c) Sick leave with pay may not exceed the total amount an employee has accrued at the time of their illness.
- (d) After completion of the probationary period, vacation leave or other accrued benefit time credits must be used for sick leave when sick leave credits have been exhausted.
- (e) Leave without pay may be granted, at the discretion of the Chief Executive Officer or designee, for illness existing beyond the earned sick leave and other accrued benefit leave available to the employee.

Section 3. Crediting Sick Leave. Sick leave shall be credited to employees at the rate of

eight (8) hours per month worked based on a forty (40) hour work week up to a maximum accrual of 280 hours for a full-time employee, prorated for an employee working less than forty (40) hours per week. Sick leave will be credited toward and must be taken concurrently with FMLA Leave for an employee's own serious health condition or the serious health condition of an immediate family member as defined in Section 1 of this article.

#### Section 4. Bargaining Unit Sick Leave Bank.

(a) The employer shall notify in writing each bargaining unit member by June 1 of each year of the terms and conditions of the sick leave bank as set out in this section, with a form, provided each year by the bargaining unit, to be used for the employee's contribution should he or she elect to contribute. Every June sick-leave eligible employees may elect to contribute up to thirty-two (32) hours of accrued sick time (not pro-rated by FTE) to a Bargaining Unit Sick Leave Bank. Such contributions will be debited from the contributing employee's current sick leave accrual, and will be available for use from the Sick Leave Bank the following July 1st.

Use of the Bargaining Unit Sick Leave Bank shall be available for use by non-probationary employees providing they have exhausted all existing paid benefit time and providing that such use is for FMLA covered conditions.

- (b) The Employer will only pay out such sick time providing a written request has been received by the Employer, and only if there is banked sick time available. A refusal to grant available banked sick time shall not be subject to the grievance/arbitration article of this Agreement. However, the employee will have appeal rights through the Labor-Management Committee, at which a final and binding decision may be made by a majority vote of the full Labor Management Committee and the SEIU Representative.
- (c) The Sick Leave Bank shall not exceed a total of 720 hours.

Section 5. Debiting Sick Leave. Sick leave shall be debited on the basis of the exact number of hours an employee is scheduled to work in the period when sick leave is taken, unless the employee works more than his/her otherwise scheduled hours during the same week. In no event will employees take sick time and accrue compensatory time during the same week.

Section 6. Effect of Termination on Sick Leave Credits. Sick Leave credits shall not be paid to an employee upon termination.

#### Section 7. Other factors relating to Sick Leave.

(a) A claim of sickness or illness must be supported by satisfactory medical evidence if the Employer so requests, and by a state certified or licensed health

professional's certificate if the sickness exceeds five working days and the Employer requests verification.

- (b) The CEO or designee may require an employee returning from sick leave to submit a statement from a state certified or licensed health professional or/and an M.D. that the employee is fit to return to work or to take a medical examination at the Employer's expense.
- (c) False or fraudulent use of sick leave shall be cause for disciplinary action up to and including discharge. The Union agrees to cooperate with the Employer to prevent abuses of sick leave. Abuse by any employee of sick leave shall be grounds for disciplinary action or discharge. It is understood, by both the Union and the Employer, that an employee has a responsibility to his or her job and to CSO. Unexcused absences, patterned absences (those absences periodically recurring in relation to a work schedule day, calendar day, holiday, or other recurring event for which there is no valid reason), and/or frequent absences will be considered just basis for discipline, up to and including discharge.
- (d) An employee who is ill and on vacation leave who presents medical evidence giving the date of illness may have that portion of their vacation leave debited to sick leave.
- (e) Conversion of a person's sick leave accrual to vacation or other forms of leave shall not be permitted.

#### ARTICLE 41 – PERSONAL LEAVE

Section 1. Each full-time employee shall be entitled to forty (40) hours personal leave with pay in each fiscal year pro-rated for employees working less than forty (40) hours per week. Eight hours personal leave is accrued on each of the following dates: July 1, September 15, December 1, February 15 and April 15.

Section 2. Personal leave can not be accumulated from fiscal year to fiscal year.

Section 3. Personal leave shall be scheduled by the Employer as requested providing normal CSO operations are not adversely affected.

Section 4. Employees shall provide reasonable advance notice to CSO of their desire to take personal leave whenever feasible.

#### ARTICLE 42 – CIVIC DUTY LEAVE

Section 1. Employees summoned for jury duty will be granted a leave of absence with pay not to exceed five (5) work days for time lost from their regular work schedule while on jury duty upon presentation of the appropriate summons (or a copy of same)

and court certification of attendance of jury duty to their supervisor.

Section 2. An employee who receives jury fees for jury service, shall either:

- (a) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
- (b) remit to the Employer the jury fees if less than his/her regular rate of compensation for the period involved.
- (c) declare the day (s) in question as vacation, personal, or use of accrued compensatory time and retain such jury fees.

Section 3. Employees required to report to court in response to a work related subpoena shall receive their regular salary minus the amount of any applicable witness fees.

Section 4. Time spent on any paid leave, including civic leave, will not be counted as hours worked for the purpose of computing overtime pay.

Section 5. Paid leave will not be granted when an employee is engaged in personal litigation or is a witness, plaintiff or defendant in a non-work related matter.

#### ARTICLE 43 – BEREAVEMENT LEAVE

In the event an employee suffers a death in his or her immediate family, other than spouse or child, the employee shall be entitled to up to five (5) days off with no loss of salary or benefits, meaning that compensation should be commensurate with the employee's normal work hours for those days. If an employee's spouse or child dies, the employee shall be entitled to up to ten (10) days off with no loss of salary or benefits. For purposes of applying this benefit, the term "immediate family member" shall include: spouse, parent, child, brother, sister, grandchild, aunt or uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or comparable surrogate relationships.

#### ARTICLE 44 – HOLIDAYS

Section 1. The following shall be recognized as paid holidays for all eligible employees:

New Year Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	

Section 2. Holiday time shall not be considered work time, and shall not be calculated as compensatory time. Employees will be paid an amount equal to their normally scheduled straight time work day, for each listed holiday, provided they have worked during the week in which the holiday occurs and have worked a full scheduled working day prior to the holiday and the full scheduled working day immediately following the holiday unless one of the following exists:

- (a) The employee is excused from such work by the Employer;
- (b) The employee is on authorized paid leave;
- (c) The employee's absence was caused by a bona fide illness or injury.

If an employee is on paid civic duty, paid bereavement, or paid sick leave, on a day other than the holiday, the employee shall be paid for both the holiday and said leave.

If an employee does not have the holiday as "work time" and takes voluntary leave time off during the same week as the holiday, this time off will be credited as holiday time. The remainder of the time off will be credited from the employee's requested leave time to equal the employee's regular work week.

Section 3. Eligible part-time employees shall be paid at their straight time hourly rate on a pro-rata basis for the holidays listed in Section 1.

Section 4. When a holiday falls on Sunday, the following Monday shall be considered the holiday, unless celebrated on another day by state law. When a holiday falls on a Saturday, the prior Friday shall be considered the holiday.

Section 5. An employee on an unpaid leave of absence shall not be paid for holidays while the employee is on such leave.

Section 6. For twenty-four (24) hour programs, the holiday is considered to begin at 11:30 P.M. the evening before the holiday and end the following 11:30 P.M. on the day of the holiday. The Christmas holiday shall begin 12/24 at 3 p.m. and end 12/25 at 11:30 p.m.

Section 7. Employees of twenty-four (24) hour programs who work on the following holidays will receive 1.5 times the pay which they would otherwise receive according to the rules above.

New Year's Day	Thanksgiving
Memorial Day	Christmas Day (beginning 3pm 12/24)
Independence Day	Labor Day

## ARTICLE 45 – VACATIONS

Section 1. Upon completion of four (4) full months of employment, full-time probationary employees shall be awarded forty (40) hours of vacation time, which is available for their immediate use. Other full-time employees shall accrue vacation at the rate of ten (10) hours per month during their first year of employment. After completion of one year of employment, vacation leave shall be accrued at the rate of twelve (12) hours per month. After completion of four (4) years of employment, vacation leave shall be accrued at the rate of thirteen and one-half hours (13.5) per month.

Section 2. Part-time employees will earn vacation leave as described in Section 1 on a pro-rata basis.

Section 3. Employees who do not use their accumulated vacation leave within the relevant fiscal year shall be granted an additional seven-month period in which to use same. In addition, employees may take no more than one year's accumulated leave as defined in Section 1 above at any one time.

Section 4. CSO will pay separating employees all of their earned but unused vacation leave.

Section 5. Requests for vacation must be approved in advance by the Employer. The Employer may establish timelines within which employees need to submit their vacation requests. To the extent practicable and consistent with the established timelines, the written leave request, and the work requirements of the Employer, as determined by the Employer, preference in scheduling vacations will be given in accordance with program unit seniority. Requests submitted subsequent to established timelines may be approved on a first request basis within the Program.

Section 6. For twenty-four (24) hour program, employees must request vacation leave at least two weeks in advance of their intended absence.

## ARTICLE 46 – MILITARY SERVICE

CSO agrees to afford employees with military service commitments all rights to which they are entitled by applicable law.

## ARTICLE 47 – STAFF EDUCATIONAL AND LICENSING REIMBURSEMENT BENEFIT

Section 1. All non-probationary full-time employees shall be entitled to request no more than \$200.00 per fiscal year to be used by said employee for the purpose of pursuing professional advancement, attending conferences or seminars, joining professional societies, subscribing to professional publications or for other work related activities of an educational nature, or for application, examination, or renewal fees associated with obtaining professional licensure in

the State of Massachusetts. All part-time employees are entitled to this benefit on a pro-rata basis.

All requests for these funds must be approved by the Program Director in advance and in writing.

Section 2. Upon presentation of adequate documentation as to the educational and/or professional purpose of his or her request, an employee shall be reimbursed up to the amount of the sum designated above for use by each such employee during the fiscal year.

Section 3. When employees are required by the Employer to attend meetings or seminars, the cost of such meetings or seminars, if any, shall be paid by the Employer. The term "cost" shall include reasonable expenses such as travel, dinner and lodging providing that all such costs are approved in advance.

Section 4. The Employer agrees to engage in an on-going training program designed to enable staff members to anticipate and effectively deal with violent or potentially violent clients. Such training will be provided annually during regularly scheduled work hours. If it necessary to hold training outside such hours, employees will be paid for time spent in training.

In addition, the Employer agrees to engage in an on-going program of in-service trainings of at least eight hours annually and will offer these in various locations and at different times. Every effort will be made to provide more than eight (8) hours. Such trainings will carry CEUs as a means of assisting designated staff members to meet the minimum requirements of their licenses.

Section 5. Requests for educational reimbursement shall not be unreasonably denied.

#### ARTICLE 48 – TRAVEL EXPENSES

Section 1. Travel reimbursement. Subject to approval by the Employer, travel in the course of the employee's work shall be reimbursed at the rate:

of \$.38 per mile effective 5/1/08

\$.39 per mile, effective 5/1/09

\$.40 per mile effective 5/1/10

Parking fees and tolls incurred in the course of the employee's work shall be reimbursed in full.

Section 2. Timelines for submission. Such reimbursement shall be made not later than thirty (30) days after submission of the appropriate claim to the employer, which shall be submitted no later than twenty (20) working days following the end of the month in which the expense occurred.

Section 3. Loans. Non-probationary employees, who utilize their automobiles as a significant portion of their job responsibilities in behalf of CSO, may borrow up to \$500

for the purposes of automobile repair providing that such loan is paid back via payroll deductions in equal payments during a period not to exceed six (6) months. The employee must provide an estimate of repairs prior to the granting of a loan as well as provide documented verification that such repairs were carried out. In addition, the borrower must maintain a reserve of vacation, personal, or compensatory time, or any combination thereof, in a dollar amount equal to any outstanding dollar amount of the loan.

Employees do have the right to pay back the loan in full at any time.

In the event of termination from employment, the Employer has the right to deduct all outstanding balances, in this regard, from the employee's remaining payrolls.

Such requests for loans shall be in writing and the borrower must stipulate in writing that he/she consents to the above conditions.

The Employer reserves the right to deny the granting of loans during periods when the Agency is in financial crisis or is in need to borrow money for purposes of cash flow.

#### ARTICLE 49 – HEALTH INSURANCE BENEFITS

Section 1. The Employer shall continue to provide the health insurance plans (or substantially equivalent substitutes) currently available to employees as of the signing of this Agreement. Employees may participate in the plans on the following basis:

Section 2. For full-time employees who elect individual coverage, the base rate to be paid by the Employer will be 75% of the premium for the life of this contract. For full-time employees selecting family coverage, including declared domestic partners and their dependents, the base rate to be paid by the Employer will be 75%. Employees will be reimbursed for co-pays up to \$ 250.00 per inpatient hospitalization, and \$ 250.00 per outpatient surgical occurrence, to a maximum of \$ 500.00 for the duration of the health insurance policy.

Section 3. Part-time employees, whose regularly work schedule is equal to, or greater than, .5 FTE, are eligible for health insurance coverage on a pro-rata basis. The Employer will pay a reduced premium contribution to eligible part-time employees based on the percentage of hours regularly worked in relation to the number of hours required for full-time equivalent (FTE) status. Eligible part-time employees will be required to pay the difference.

Section 4. The Employer shall continue to pay its portion of health insurance premiums during any paid leave of absence.

Section 5. During the employee's approved unpaid leave of absence, the employee may continue to participate in group health insurance coverage through the timely

remittance of the full premium to the employer.

Section 6. The Employer will provide a dental insurance plan to its employees. The employer will pay 50% of the premium.

Part-time employees, whose regularly work schedule is equal to, or greater than, .5 FTE, are eligible for dental insurance coverage on a pro-rata basis. The Employer will pay a reduced premium contribution to eligible part-time employees based on the percentage of hours regularly worked in relation to the number of hours required for full-time equivalent (FTE) status. Eligible part-time employees will be required to pay the difference.

Section 7. For individuals who do not carry insurance through this agency and can provide documentation that they have insurance elsewhere, the employer will add \$400.00 per FTE to the salary for each year of this Agreement

#### ARTICLE 50 – LIABILITY INSURANCE

Section 1. The Employer will carry professional liability insurance which indemnifies employees for legal claims arising from their employment for CSO. Employees who have engaged in gross misconduct may not be indemnified. The Employer will notify an employee of its decision not to indemnify him/her. A decision by the Employer not to indemnify an employee is subject to the grievance procedure.

Section 2. The Employer agrees to carry automobile liability insurance coverage for the use of employees' personal automobile to transport clients.

Section 3. The employer will reimburse employees up to \$60 per year for the cost of class 30 vehicle insurance, provided that the employees are required to use their personal vehicles in the normal course of their job responsibilities, as outlined in their job description (this could include "other duties as required by the Program Director"). Documentation from the insurance company must verify that the employee has purchased the extra coverage, as well as indicate the cost of the coverage.

#### ARTICLE 51 – PRE – TAX BENEFITS PLAN

Section 1. CSO agrees to provide administration services for a pre-tax benefit plan available to all employees for eligible health care, dependent care, and annuity expenses. The provisions of the plan may change from time to time in response to applicable State or Federal Law or regulation. The parties agree to establish a I.R.C. Section 403(b) plan by 12/31/08.

Section 2. The Union agrees to indemnify, defend and save the Employer harmless against all claims, suits, and damages arising out of the Employer's administration of

this plan.

## ARTICLE 52 – MISCELLANEOUS

Section 1. On request, the Union will be provided with monthly financial statements and with the final, audited statements for each fiscal year.

Section 2. Upon notification to CSO, CSO will immediately notify the Union regarding the availability of State or Federal "pass through" moneys intended for disbursement to bargaining unit members. The parties will meet to discuss the impact of such increases.

Section 3. Following contract ratification by the bargaining unit and contract approval by the Board of Directors, payroll changes will be implemented within a maximum of two (2) pay-periods.

Section 4. The Board will make final candidates for CEO available for questions from employees at a suitable location. Employees who attend will suffer no loss of pay. The Board will consider employee feedback on the final CEO candidates. The Board agrees to make available resumes / biographies for final CEO candidates to staff before the meetings with the candidates.

Section 5. Management will provide a monthly income statement and balance sheet - and all reports by the auditor, on request by the union, to the union.

Section 6. During the term of this Agreement (to April 30, 2011) the parties will petition the Commonwealth of Massachusetts to provide additional funding to CSO for the purpose of increasing the rate of mileage reimbursement to employees.

Section 7. CSO will provide two cell phones at each outreach program site (currently six sites) for employees to use via a sign out procedure. CSO reserves the right to review and reallocate such phones to programs based on actual usage.

## ARTICLE 53 – MODIFICATION

It is specifically understood that this agreement may not be modified without the written joint consent of the Union and the Employer.

## ARTICLE 54 – SAVINGS CLAUSE

Section 1. If any provision of this agreement is declared invalid under State and Federal Law, the parties shall enter into immediate negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal. Should the parties be unable to agree within sixty (60)

days to such replacement to provision within an additional sixty (60) days then this provision shall be subject to the grievance and arbitration section of this contract. Both parties agree that the remainder of this Agreement shall continue in full force and effect pending modification of the invalid section.

Section 2. Should either party fail to enforce or implement any article or section of this Agreement, such failure does not imply forfeiture of said item and is subject to enforcement/implementation at will by either party.

ARTICLE 55 – SUCCESSOR CLAUSE

In the event of any potential merger, incorporation, or sale, the employer will give the Union thirty (30) days advance notice, when possible, and will meet within one (1) week of such notification to discuss the potential impact to bargaining unit members. In cases of emergencies, the Union will be notified immediately and in no case will the impact meeting take place in less than twenty-four (24) hours prior to such an event.

ARTICLE 56 – DURATION OF AGREEMENT

This Agreement shall take effect on May 1, 2008 and shall continue in full force and effect until and including April 30, 2011. This Agreement shall continue in effect unless ninety (90) days prior to April 30, 2011, either the Union or the Employer gives written notice by registered or certified mail to the other that it desires to amend this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement,

CLINICAL & SUPPORT OPTIONS, INC.

LOCAL 509 SEIU

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_