

AGREEMENT

Between

FAMILY SERVICE OF GREATER BOSTON, INC.

And

SERVICE EMPLOYEES INTERNATIONAL UNION
Local 509

Professional Contract

July 1, 2006 - June 30, 2009

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - INTRODUCTORY PERIOD.....	1
ARTICLE 3 -UNION SECURITY	2
ARTICLE 4 - MANAGEMENT RIGHTS.....	3
ARTICLE 5 - HOURS OF WORK	4
ARTICLE 6 - SALARIES	7
ARTICLE 6A – AFTER HOURS EMERGENCY ON-CALL	10
ARTICLE 6B – LANGUAGE DIFFERENTIAL	12
ARTICLE 6C – JOINT COMMITTEE ON MERIT PAY.....	Error! Bookmark not defined.
ARTICLE 7 - HOLIDAYS.....	12
ARTICLE 8 - VACATIONS.....	13
ARTICLE 9 - SICK LEAVE	14
ARTICLE 10 - PERSONAL LEAVE.....	16
ARTICLE 11 - SABBATICAL LEAVE.....	16
ARTICLE 12 - GRIEVANCE AND ARBITRATION	18
ARTICLE 13 - DISCIPLINE AND DISCHARGE	19
ARTICLE 14 - UNION STEWARDS.....	20
ARTICLE 15 - VISITATION BY UNION BUSINESS AGENTS	20
ARTICLE 16 - UNION BULLETIN BOARDS	21
ARTICLE 17 - NO STRIKE-NO LOCKOUT	21
ARTICLE 18 - LAYOFF AND RECALL.....	22
ARTICLE 19 - SUBCONTRACTING.....	24
ARTICLE 20 - TRANSFERS	25
ARTICLE 21 - OTHER EMPLOYMENT/AGENCY OFFICES.....	27
ARTICLE 22 - HEALTH AND WELFARE	27

ARTICLE 22B - HEALTH AND SAFETY.....	26
ARTICLE 23 - ADMINISTRATIVE LEAVE	28
ARTICLE 24-A – FAMILY MEDICAL LEAVE ACT (“FMLA”)	29
ARTICLE 24B – SMALL NECESSITIES LEAVE ACT LEAVE	31
Employee’s Certification	32
ARTICLE 24C - MATERNITY-PATERNITY-ADOPTIVE LEAVE	32
ARTICLE 25 - BEREAVEMENT LEAVE	35
ARTICLE 26 - JURY DUTY - SUBPOENAS.....	35
ARTICLE 27 - TRANSPORTATION.....	35
ARTICLE 28 - JOB DESCRIPTIONS	36
ARTICLE 29 - EVALUATION, PERSONNEL FILES, CLINICAL POLICIES.....	37
ARTICLE 30 - LEAVES OF ABSENCE.....	37
ARTICLE 31A – BEHAVIORAL HEALTH SERVICES PRODUCTIVITY PLAN	38
ARTICLE 31B – BEHAVIORAL HEALTH SERVICES INCENTIVE PROPOSAL	41
ARTICLE 32 - DEPENDENT CARE ASSISTANCE PLAN	44
ARTICLE 33 - PAYCHECKS	44
ARTICLE 34 - COPE DEDUCTIONS.....	45
ARTICLE 35 - SEPARABILITY	45
ARTICLE 36 - NONDISCRIMINATION.....	45
ARTICLE 37 - LABOR MANAGEMENT COMMITTEE	45
ARTICLE 38 - CHANGE OF CORPORATE OWNERSHIP OR CONTROL; NOTICE TO UNION AND EMPLOYEES	46
ARTICLE 39 - DURATION AND RENEWAL.....	46
SIDE LETTER OF AGREEMENT - Training Reimbursement	48
SIDE LETTER OF AGREEMENT - FLEXIBLE SCHEDULING.....	46
WAGE SCALE.....	2
INDEX	51

PREAMBLE The parties agree to act at all times in such a manner so as to ensure that proper dignity and respect are accorded to each other and the clients we serve.

AGREEMENT made July 1, 2006, between Family Services of Greater Boston (Employer) and Local 509, Service Employees International Union.

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time professional employees employed by the Employer at its Boston, Massachusetts and other locations, including certified social workers, clinical Supervisors, and social service workers, but excluding all other employees, directors, assistant directors, field supervisors, Homemaker Division, service coordinators, office clerical employees, guards, Unit Supervisors, and all other supervisors as defined in the Act.

Section 2. Any employee who is hired for a period of not more than six (6) months and who is informed at the time of hire that employment for such a limited period shall be deemed to be a "temporary employee" and shall be excluded from the bargaining unit covered by this Collective Bargaining Agreement. If the Employer continues to fill such a temporary position with successive employees, said employees shall be included in the bargaining unit if the position is filled for a term greater than six (6) months.

Section 3. The term "full-time employee" as used in the Agreement shall mean any employee who regularly works thirty-five (35) hours per week. The term "regular part-time employee" as used in the Agreement shall mean any employee who works at least twenty (20) hours per week.

ARTICLE 2 - INTRODUCTORY PERIOD

Section 1. Bargaining unit employees shall be required to serve a introductory period of six (6) calendar months. This introductory period may be extended for a period of not more than six (6) calendar months by agreement of the Employer and the Union. If the introductory period is extended, the reasons for the extension and a performance improvement plan shall be put in writing on or before the end of the initial term of the introductory period, and those reasons and the plan shall be placed in the employee's personnel file.

Section 2. An introductory employee may be discharged in the sole discretion of the Employer during or at the end of the introductory period or any extension thereof and said discharge shall not be subject to the Grievance Procedure and/or Arbitration provided for in ARTICLE 12.

Section 3. The term "full-time employee" or "regular part-time employee" as used in this Agreement shall include introductory employees, and all the terms and conditions of this Agreement shall apply to them with the exception of ARTICLE 13.

Section 4. Any employee who resigns, voluntarily quits, or is discharged and who is subsequently hired shall be treated as a new employee under Section 1 above, except when an employee terminates in good standing and is subsequently rehired within one year of termination, his or her absence shall be treated as an authorized leave of absence. However, no seniority shall accrue during that period between termination and re-employment.

ARTICLE 3 -UNION SECURITY

Section 1. Each present employee covered by this Agreement shall, within thirty (30) calendar days of the signing of the Agreement either (i) acquire and maintain membership in the Union in good standing, or (ii) tender to the Union a service fee equal to the standard initiation fee and periodic dues required as a condition of membership in the Union.

Section 2. Each employee covered by this Agreement shall, within thirty (30) calendar days after date of hire, as a condition of employment, either (i) acquire and maintain membership in the Union in good standing, or (ii) tender to the Union a service fee equal to the standard initiation fee and periodic dues uniformly required as a condition of membership in the Union.

Section 3. Upon receipt of written notice from the Union of the failure of an employee to comply with Section 1 or 2 above, as applicable, the Employer, within ten (10) working days, shall separate the employee from employment for just cause.

Section 4. When a new bargaining unit employee is hired by the Employer, the name and position of the employee will be given to the Union prior to the employee's first day of work.

Section 5. The Employer will deduct during the period of this Agreement Union dues or equivalent service fees for each employee who submits an appropriate payroll deduction authorization in writing specifying the amount of said deduction. Such deductions will be made in each payroll period. If an employee wishes to revoke his or her dues deduction authorization at the expiration date of this Agreement, he or she must do so by written notice to the Union and to the Employer.

Section 6. Prior to a new employee's first day of work, the Employer will advise him or her that the Union is the collective bargaining representative for the bargaining unit.

Section 7. 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 holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; provided, however, that such employee shall, as a condition of his or her employment, in lieu of the payment of periodic dues and initiation fees to the Union, pay a sum equal to such dues and initiation fees to a charity of his or her choice. Said sum shall not be deducted from the employee's paycheck.

It is further understood that if such employee who holds conscientious objections to joining or financially supporting labor organizations, requests the Union to use the grievance or arbitration procedure on his or her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure. Prior to the inception of the grievance procedure and prior to the beginning of the arbitration procedure, the Union shall advise the grievant in writing of the reasonable costs of using such procedures. Should the costs of the grievance or arbitration procedure exceed the Union's estimate by a reasonable amount, the employee shall be thereafter liable for any such difference.

Section 8. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Employer in reliance upon written authorizations of the employees or written statements by Union representatives or for the purpose of complying with this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. All management functions and responsibilities, whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer except to the extent that same are expressly restricted by a specific provision of this Agreement. The management rights shall include but not be limited to the right to hire, fire, suspend, discipline, layoff, transfer, promote and demote employees; to require physical and mental examinations of employees as incident to their receiving benefits under any of the Employer's benefit plans; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reorganize, enlarge, reduce or discontinue an agency function, position or department; to promulgate rules and procedures relating to employment; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means and methods by which all operations of the Employer shall be carried out; to subcontract work and to take such other action as it deems necessary to maintain the goals and efficiency of the Employer's operations.

Section 2. The Employer's exercise of any management right or function in a particular manner shall not preclude the Employer from exercising same in any other manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.

Section 3. In appropriate circumstances as determined by the Employer, other employees, including professional, managerial, or supervisory employees, may perform work usually done by employees in the bargaining unit. The fact that a bona fide professional employee, manager, or supervisor does bargaining unit work will not result in his or her being included in the bargaining unit. The Employer hereby agrees that professional employees, managers and supervisors will not increase the percentage of time they currently spend on bargaining unit work if such increase means that bargaining unit employees are laid off, have their hours reduced, are transferred or do not have enough work to meet their workload requirements.

ARTICLE 5 - HOURS OF WORK

Section 1. The normal workweek for all full-time professional employees is thirty-five (35) hours.

Section 2. An employee's work schedule shall be constant for a six (6) month period. At six-month intervals, an employee's work schedule may be changed with due consideration to the needs of the Employer, the stated request of the employees, and the needs of the client. Except where it is mutually agreed between the Employer and the employee, work schedule changes shall occur on or about March 1 or September 1. Employees who are hired between October 1 and February 29 may have their schedules changed the following September 1.

Section 3.

Category 1. Employees hired prior to September 1, 2000, and employees exempted from Category 2 and 3 shall fall under the following provisions: A regularly scheduled work week will fall within the following hours:

9:00 a.m. to 8:30 p.m.	Monday through Thursday
9:00 a.m. to 5:00 p.m.	Friday
9:00 a.m. to 1:00 p.m.	Saturday

With special permission from their supervisor to meet specific client needs, an employee's regular work schedule may fall within the following hours:

8:00 a.m. to 9:30 p.m.	Monday through Thursday
9:00 a.m. to 5:00 p.m.	Friday
9:00 a.m. to 1:00 p.m.	Saturday

Category 2. Employees hired on or after September 1, 2000 may also be required, with notification upon hiring, to be available to work Saturdays and Sundays 9:00 a.m. to 8:00 p.m. The clinicians in Category 2 will be provided with a work schedule at time of hire. The Employer agrees to provide as much notice as possible, but at least 30 days notice before seeking to change an employee's schedule under this Category 2. An employee working under this Category 2 shall be entitled to two (2) consecutive days off in each seven-day workweek.

Category 3. Employees hired after September 1, 2000 may be hired for schedules including regular weekend work (between the hours of 9:00 a.m. and 8:00 p.m. Saturday and Sunday) provided that these employees are working a regular schedule of at least seven (7) hours on the weekend. On a monthly basis, the Employer will provide the Union with a listing of employees falling into each category. Fee-for-service usage on the weekend counts toward the fee-for-service cap.

Section 4. All offices of the Agency may be open four (4) nights per week and Saturday morning if client needs and staffing permit. A minimum number of two (2) persons (bargaining unit, non-bargaining unit or contracted personnel) will be scheduled to work each evening at each Agency location.

Section 5. (a.) All bargaining unit members, with the exception of those employees who return to work with six (6) months under the provisions of Article 24, Section 6 (Maternity/Paternity/Adoptive Leave) shall work six (6) evening hours.

(b.) Current full-time and part-time employees shall continue to schedule their own evening hours. In the event there is a conflict over the scheduling of evening hours, management shall resolve the conflict by taking into consideration the Agency seniority of the employees involved.

(c.) During the term of this contract, the Agency will allow five (5) full-time bargaining unit employees to reduce their hours and become regular part-time employees, provided that said employees shall have their permanent schedules established by management and provided that no one location of the Agency will have less than two (2) full-time bargaining unit employees assigned to that location, except that management shall be allowed to reduce this minimum if necessary. These part-time employees will be expected to work six (6) evening hours per week. Employees wishing to go part-time must inform their supervisor. If more than five (5) employees request to go part-time during this contract term, requests will be honored on the basis of seniority.

(d.) Employees who are expected to return to the Agency on a full-time basis under the provision of ARTICLE 24, Sections 7 or 17 may become regular part-time employees under the provisions of Subsection c above, and shall be considered for

one of fifteen (15) part-time positions.

(e.) Any person hired as a regular part-time employee shall have his or her schedule established by management.

Section 6. Employees shall be allowed time out for meals which shall be as follows:

1 hour between 10:00 a.m. and 3:00 p.m.

½ hour between 5:00 p.m. and 7:00 p.m.

All meal periods are unpaid. With permission of the unit supervisor, the above-noted meal periods may be altered.

Section 7. Employees who were hired on or before July 1, 1983 shall not be required to work on Saturday. New employees hired subsequent to that date may be required to work on Saturday as part of their regular work schedule.

Section 8. Except in emergency situations, overtime must be approved in advance by the Unit Supervisor. When this occurs, compensatory time off will be allowed for time worked in excess of thirty-five (35) hours per week, or time-and-one-half will be paid for hours worked in excess of forty (40) hours per week. The method of compensation for overtime hours shall be at the discretion of the Employer.

Section 9. Under the terms of this Agreement, the maximum compensatory time which can be accumulated at any one point in time is thirty-five (35) hours. When an employee has reached ten (10) hours of accumulated compensatory time, it shall be the responsibility of the unit supervisors and the affected employee to assure that compensatory time off is scheduled, taking into account the operating needs of the Employer and the individual schedules of the employees. With the approval of the Supervisor, compensatory time may be used prior to or following a vacation or holiday.

Section 10. Meetings of the staff called by the Executive Director, Director, or Unit Supervisors for discussion of Agency business shall be held during the usual working hours. Employees may be required to attend such meetings even if they are not scheduled to work at such time, provided adequate notice of such meetings is given. In such cases, employees shall be given either compensatory time off for such attendance or straight time pay at their regular rate of pay. Employees will not be required to attend staff meetings when they are on vacation.

Section 11. If an employee is not meeting his or her direct service expectations and he or she is qualified for posted subcontracting work, that employee may apply for a substitution of his or her regularly scheduled work hours for the posted subcontracting hours.

Section 12. Employees are expected to make every effort to be present at work at their usual arrival time and if this is not possible, employees are to notify their supervisors by 9:00 a.m. concerning work needing attention or appointments which should be cancelled. If the supervisor is not available, the employee should notify the office coordinator or, if not available, the Program Director or, if not available, the Director of Human Resources.

Section 13. An employee and his/her supervisor may mutually agree to a flexible schedule. Such schedule shall not be subject to any of the scheduling requirements or scheduling limitations contained in this Agreement. A flexible schedule agreed to under this section may be discontinued at any time, and the employee returned to his/her original schedule by either the Agency or the employee after one (1) month's written notice to the other.

If a supervisor or program director and the employee fail to reach agreement over a flexible schedule or its discontinuation, upon request, a meeting will be held among the employee, a union steward or representative, the employee's supervisor, the Director of Human Resources, and the Executive Director or his/her designee to try to resolve the disagreement. Any conflicts in flexible scheduling will be resolved by seniority.

ARTICLE 6 - SALARIES

Section 1. The salary scale for the job classifications covered by this Agreement is attached hereto and made a part hereof as Schedule A to this Agreement. The scales shall be applicable to employees on the payroll on and after July 1, 2006 and shall contain the following increases:

Effective July 1, 2006 wages of all bargaining unit members shall be increased by a cost of living adjustment of one percent (1%) and the wage scales adjusted accordingly. All employees, including those at the top of the scale will receive a two percent (2%) wage increase on their anniversary date in lieu of step increases.

Effective July 1, 2007, wages of all bargaining unit members shall be increased by a cost of living adjustment of one percent (1%) and the wage scales adjusted accordingly. All employees, including those at the top of the scale will receive a two percent (2%) wage increase on their anniversary date in lieu of step increases.

Effective July 1, 2008, wages of all bargaining unit members shall be increased by a cost of living adjustment of one percent (1%) and the wage scale adjusted accordingly. All employees, including those at the top of the scale will receive a two percent (2%) wage increase on their anniversary date in lieu of step increases.

The Agency will adopt a new Bachelor's level scale effective July 1, 2003 as shown in Schedule A and existing employees at that time on the Bachelor's level scale were moved to the new Bachelor's level scale while maintaining their current step scale level.

Section 2-A. In placing MSW employees on the salary scale, the Employer will take into consideration the new employee's previous relevant social work experience, giving credit for such relevant experience at the rate of one-half year for each full year of pre-Master's level work, and one year for each full year of Master's level work. The Employer shall be the sole judge of relevant experience. Irrespective of experience, no new employee will be hired at the maximum step.

Employees who are hired with a Bachelor's degree will be given credit for scale placement at the rate of one-half year for each full year of pre-Bachelor's level relevant experience and one year for each full year of Bachelor's level relevant experience. If anyone did not get such past credit, they will receive it retroactively. The Employer shall be the sole judge of relevant experience. Irrespective of experience no new employee will be hired at the maximum step.

Upon hire, the Employer will notify the Union Representative of the new employee's work experience, including years and type of experience and which step the employee was placed on. Effective with the execution of this Agreement, if any new hire is placed on a higher level than a current employee with equal or more experience, the employee will be brought up to at least the same level as the new employee.

Section 2-B. During the life of the collective bargaining agreement, employees will advance one step on their anniversary date. However, the anniversary date step increases will not be automatically continued after the expiration of the collective bargaining agreement unless mutually agreed upon by the parties.

Section 3. The Employer agrees to pay additional compensation of \$3.00 per hour to bargaining unit employees for all hours worked outside of 9:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of meal periods, except that bargaining unit members who work evening hours solely due to flexible scheduling as per the flexible scheduling side letter at the end of this agreement will not receive the evening differential.

Section 4. When a notice of clinical counseling subcontracting is posted pursuant to ARTICLE 19, Sections 1 and 2 and a bargaining unit employee is selected to fill the posting pursuant to Section 6 of that Article, that bargaining unit employee shall be compensated according to the current fee-for-service rates. Additional fee-for-service rates are paid on a capitated or per diem rate set by the pay source at the time of service delivery. The fee-for-service rates are as follows:

3rd Party Billable Services (i.e. Mental Health & Substance Abuse):
 Qualifications include master's degree and *license (*where required)

RATE	EXPERIENCE
\$26.00	0 – 2 years
\$27.00	3 – 4 years
\$28.00	5+ years

*Bi-lingual bonus of \$2.00/hour

Contracted Home Based Services, Substance Abuse Services, and all other non-3rd party billable mental health services:

RATE/Master's Degree	EXPERIENCE
\$25.00	0 – new grad
\$26.00	1 – 2 years
\$27.00	3 – 4 years
\$28.00	5+ years

*Bi-lingual bonus of \$2.00/hour

RATE/Bachelor's degree	EXPERIENCE
\$20.00	0 – 1 year
\$21.00	2 years
\$22.00	3 years
\$23.00	4 years
\$24.00	5 years
\$25.00	6 years

RATE/High School Diploma	EXPERIENCE
\$18.00	2+ years

* Bi-lingual bonus of \$2.00/hour

Rates shall be paid only for direct face-to-face interviews with clients, and shall include all necessary recording and collateral work pertaining to the subcontracting assignment. Time spent on subcontracting assignments shall not be included in the calculation of time for overtime purposes.

The fee-for-service shall be changed if the rate for fee-for-service clinicians change, and shall be the same as the rates for fee-for-service clinicians.

Section 7. Salary Reserve. All bargaining unit employees shall be eligible for up to seven (7) hours paid time annually to be used for the purpose of participating in activities related to advocacy for increased human services funding. Such time shall be subject to the employee meeting his/her work responsibilities and shall be pro-rated for part-time employees, and shall be considered agency-approved time for purposes of ARTICLE 31.

In the event that the state approves additional funding to provide raises for human services employees the Employer agrees to pass on not less than one-half of the additional allotment to all eligible employees (as defined by the state) in the form of bonuses. The Employer agrees to notify the Union and meet upon request to discuss the implementation of said bonuses. Such meetings do not constitute a contractual re-opener.

ARTICLE 6A – AFTER HOURS EMERGENCY ON-CALL

Section 1. The Employer will maintain an after hours emergency on-call program in the Behavioral Health Programs. The following programs are included: Family-Based Services (Boston & Quincy), Mental Health Services (Boston & Quincy), Substance Abuse Services (Boston & Quincy), Child & Family Outreach Services. If such coverage is required for additional programs or service areas, the Agency and the Union will bargain over the terms of such coverage. The Employer shall pay qualified employees \$175 per week for handling up to seven incoming calls/pages. All calls/pages beyond seven (7) during a week shall be compensated at the rate of \$25 per incoming call/page. The following examples are illustrative:

Example No. 1 – If an employee is on call for one week and receives one (1) call during the week, he/she would receive \$175.00 compensation for after hours emergency on call coverage.

Example No. 2 – If an employee is on call and receives thirteen (13) calls during a week, he/she would receive \$325.00 compensation for after hours emergency on call coverage.

Example No. 3 – Mr. Q. calls stating that his 15-year-old daughter, after a heated argument in the morning, left his home and has not returned. He is calling at 6:00 p.m. Mr. Q. is instructed to call his daughter's friends, if his daughter is not there to notify the police. Clinician tells Mr. Q. she will call back in 30 minutes. Return call finds that Mr. Q.'s daughter called, she is at her grandmother's home, and Mr. Q. is going there to speak with her. Clinician reviews option available to Mr. Q.

This is one event.

Example No. 4 – Ms. X. called saying she is depressed. Upon phone interview with Ms. X. and her boyfriend, Clinician instructs the boyfriend to take Ms. X. to hospital. Clinician calls the hospital stating client is on her way. Hospital later calls clinician for more information, and tells clinician client is being admitted.

This is one event.

Example No. 5 – G. calls saying she is concerned about her ex-boyfriend coming over to her house. He called making threatening remarks. Clinician advises G. to notify the police, and reviews options. G. states she and her 3-year old son will spend the night at her mother's and she is there.

This is one event.

Later G. calls stating she feels agitated, has argued with mother and makes suicidal statements. Clinician works with G., her mother, HMO, and hospital to have G. hospitalized and son remain with G.'s mother.

This is a second event with the same client on the same day.

Section 2. Qualifications. Qualifications for primary on-call clinicians shall be as follows:

- a) Master's degree in social work, counseling, psychology or a closely related field.
- b) Licensure at the Masters level or above in a degreed discipline (i.e., LCSW, LICSW, LMHC, LMFT, RNCS, LRC, Lic. Psy.).
- c) Two years clinical experience beyond the Masters degree.
- d) Approval of the FSGB Program Manager, which shall not be unreasonably or arbitrarily denied.
- e) Successful completion of the FSGB "new hire" introductory period.

Qualifications for secondary on-call clinicians shall be the same as the above requirements for primary on-call clinicians except for "(e)".

Section 3. A list of volunteers from the bargaining unit shall consist of a minimum of four (4) clinicians at all times.

Section 4. The coverage schedule shall be from Tuesday at 5:00 p.m. through 9:00 a.m. on the following Tuesday.

Section 5. The coverage schedule shall be under the direction of the Director of Behavioral Health and the coverage schedule will be published for three (3) month intervals.

Section 6. Clinicians are permitted to exchange assigned periods of coverage with other qualified clinicians on the on-call list. If a clinician wishes to exchange an assigned period with another clinician, he/she must inform their supervisor in advance of the exchange. The supervisor will in turn, inform the Director of Behavioral Health.

ARTICLE 6B – LANGUAGE DIFFERENTIAL

Employees who fluently speak a second language (other than English) which is required to perform their job responsibilities shall receive additional pay of \$3,000 per year. This language differential shall be calculated into the regular annual salary and shall be paid with the regular payroll. If employees are able to fluently speak additional languages required for their job, employees will receive additional compensation of \$500 per year for each additional language required to perform their job. (Note: The language differential payments will be added on to the salary after the step increases and COLA increases are calculated each year.)

ARTICLE 7 - HOLIDAYS

Section 1. Full-time employees shall be entitled to a day off with pay for each of the following holidays if they fall on a regularly scheduled workday:

New Year's Day	January 1
Martin Luther King's Birthday	January 15
Washington's Birthday	3rd Monday in February
Patriot's Day	3rd Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

If an above-noted holiday falls on a Saturday, full-time employees shall be entitled to the Friday preceding the holiday off with pay. If an above-noted holiday falls on a Sunday, full-time employees shall be entitled to the Monday following the holiday off with pay.

Section 2. Regular part-time employees shall receive prorated holiday pay on the basis of the percentage their part-time schedules bear to full-time employment.

Section 3. Religious holidays, other than legal holidays observed by the Employer, may be taken by a staff member provided that the time used is charged against personal leave or vacation leave or, if he or she so chooses, to leave without pay, and provided that such leave does not interfere with the operations of the Employer.

Section 4. In the event a holiday as set forth in paragraph 1 of this ARTICLE is observed during an employee's vacation, the employee, if otherwise eligible for said holiday, shall receive an additional day of vacation leave.

Section 5. An employee who receives approval from his or her supervisor may elect to work on a holiday and take holiday time within 30 days of the holiday on a date mutually agreeable to the supervisor and the employee. The 30-day time period may be extended by mutual agreement of the employee and his or her supervisor.

Section 6. If an employee's Supervisor requires him or her to work on any holidays listed in Section 1 of this Article, said employee shall receive one and one-half (1½) times his or her regular rate of pay for each hour worked. Any eligible employee required to work on one of the above holidays shall be given a paid day off within 30 days of the holiday on a date mutually agreeable to the supervisor and the employee. The 30-day time period may be extended by mutual agreement of the employee and his or her supervisor.

ARTICLE 8 - VACATIONS

Section 1. Full-time employees accrue paid vacations of twenty-three (23) working days upon completion of one (1) year of employment and for each year thereafter.

Section 2. Employees may use accrued vacation after they have been employed for six (6) months. Employees may accrue vacation time up to a maximum of two hundred ten (210) hours.

Section 3. The minimum charge for vacation leave is one (1) hour.

Section 4. Employees who voluntarily quit or resign after completing six (6) months or more of employment will receive payment for unused accrued vacation time. All employees are expected to provide the Association with at least one (1) month's written notice of their impending departure. Employees discharged during the introductory period shall not be entitled to accrued vacation time. Payment shall be equal to one day's pay for each day of earned vacation.

Section 5. There shall be no prescribed vacation period. Vacations shall be established by the Employer taking into consideration the desires of the individual employees where practicable and preference given to senior employees in case of conflict. Vacation requests of individual employees shall not be unreasonably denied. Within seven (7) days of a written request for particular vacation dates, a written response from management must be given or the vacation dates requested will be considered approved.

Section 6. Regular part-time employees shall receive prorated paid vacations.

Section 7. Provided that an employee's request for advance payment for accrued vacation leave does not cross calendar years, employees shall be entitled to such payment if they follow the Agency procedures for requesting advance payment.

ARTICLE 9 - SICK LEAVE

Section 1. Full-time employees shall accrue fifteen (15) sick days per year at the rate of one and one-quarter (1¼) days per month of employment upon the successful completion of their introductory period and for each year thereafter. During an employee's introductory period, the employee shall be entitled to a maximum of three (3) days of advance sick leave with pay. If the employee leaves or is dismissed during or at the end of his or her introductory period, the amount paid for advance sick leave used shall be charged to the employee at the time of the final paycheck. If an employee successfully completes his or her introductory period, that employee shall be credited with sick leave at the rate of one and one-quarter (1¼) days per month of employment.

Section 2. Sick leave may only be used by the employee when he or she is suffering from a physical or mental illness that makes it necessary for the employee to remain at home, see a doctor, or be in the hospital. Employees may not use sick leave for annual physical examinations.

Section 3. In case of illness in an employee's immediate family, an employee may apply a portion of his or her sick leave, not to exceed five (5) working days to care for the ill member of the immediate family.

Section 4. The maximum individual sick leave accumulation will be reduced from 910 hours to 120 hours pro-rated based on the number of hours worked. Employees on the payroll through December 31, 2006 will be "grandfathered" as to their existing leave balances at the time of implementation, January 1, 2007 (e.g. balances shall be carried over; provided, however, that once an employee's balance (for those who have a higher accumulation of sick time) falls below 120 hours the maximum limit will apply. Employee's hired on January 1, 2007 and thereafter will only accrue a maximum of 120 hours sick time pro-rated based on the number of hours worked.

Section 5. Effective January 1, 2007, upon an employee's separation from the agency, the agency will buy back from the employee thirty (30%) of all sick time accrued up to 120 hours pro-rated based on the number of hours worked.

Section 6. In instances of a repetitive pattern of illness or an extended illness of five (5) consecutive days or more, the Employer reserves the right, as a condition to the granting of sick leave with pay, to require a doctor's certificate and examination.

Section 6a. In the event an employee has exhausted all their sick time and takes time off for illness (unless that time is protected by the FMLA or Section 51.1b of the ADA) that time off will be subject to the normal disciplinary procedures, up to and including discharge.

Section 7. Employees shall not be entitled to sick leave benefits if they are off the active payroll on any leave, absent without pay, or on vacation, except that if an employee is hospitalized during his or her vacation period the days spent in the hospital shall not be counted as vacation time.

Section 8. Regular part-time employees covered by this Agreement are entitled to sick leave benefits on a pro-rated basis.

Section 9. The minimum charge for sick leave is one (1) hour.

Section 10. Holidays which fall during an employee's sick leave are not counted as absences due to illness.

Section 11. Employer agrees to establish a Sick Leave Bank for the term of this collective bargaining agreement. The Bank shall operate as follows:

Bargaining unit employees may donate up to ten (10) hours from their accumulated sick leave to the Bank. This applies only to employees who have successfully completed their introductory period.

At no time can the Bank accumulate more than an amount equal to ten (10) times the number of employees in the bargaining unit, unless said limit would operate to preclude an employee from participating in the Sick Leave Bank.

A Sick Leave Bank Committee consisting of three (3) bargaining unit members shall establish criteria and review requests for usage of paid sick leave in the Sick Leave Bank. The criteria must meet the approval of the Executive Director, or his or her designee.

Section 12. Worker's Comp Related Disability

An employee may submit to be paid up to five (5) days of sick time if earned/available to an employee due to a Worker's Comp-related disability. If sick time is not available to an employee who is absent due to a Worker's Comp-related disability, the agency agrees to advance up to five (5) days of advanced paid sick time. If an employee is out of work for more than five (5) days, the employee will then begin to receive Worker's Comp benefits.

However, if an employee receives retroactive payment for Worker's Comp (currently after twenty-one (21) days of lost time from work), then the employee will reimburse the agency by receiving one day less pay per week until the time is repaid.

ARTICLE 10 - PERSONAL LEAVE

Section 1. Personal leave of twenty-eight (28) hours shall be granted to all full-time employees on January 1st of each year. Employees hired after that date shall be granted pro-rated personal leave time. Personal leave shall be used for the personal affairs of the employee which require attention during work hours.

Section 2. Regular part-time employees shall be eligible for personal leave on a prorated basis.

Section 3. Personal leave may not be carried over in any amount from one year to another. Personal leave may be used in combination with vacation leave.

Section 4. The minimum charge for personal leave is one hour.

Section 5. Employees who terminate their employment are not eligible for payment for unused personal leave.

Section 6. Employees are expected, under normal circumstances, to notify their Unit supervisor in advance of their intention to use personal leave. Employees are expected to take into consideration their client service needs prior to taking personal leave.

ARTICLE 11 - SABBATICAL LEAVE

The parties hereby agree that all bargaining unit employees employed by the Employer as of July 1, 2000¹ who become eligible to receive their next sabbatical leave shall take such sabbatical leave consistent with the past practice of the parties. Any further sabbatical leaves for those employees shall be taken consistent with the new sabbatical leave policy.

The parties further agree that, except as provided for in the paragraph above, effective July 1, 2000, all sabbatical leaves must be taken and used exclusively for staff development. The term "staff development" includes, but is not limited to (a) attending school, workshop or other special training; or (b) performing volunteer work or completing an internship in an innovative setting relevant to the overall mission of FSGB. The parties agree that a majority of an employee's sabbatical time shall be used for these purposes.

Section 1. Full-time employees are entitled to sabbatical leave of twenty-three (23) working days with pay upon the completion of each period of seven (7) consecutive years of employment.

Section 2. Regular part-time employees covered by this Agreement are entitled to sabbatical leave on a pro-rated basis for each period of seven (7) consecutive years of employment. Staff members who are not either regular full-time or regular part-time are not eligible for sabbatical leave. **NOTE:** If an employee has changed from part-time status to full-time status, or from full-time to part-time, the paid sabbatical leave shall be calculated on a pro-rated basis based upon the entire previous seven (7) year period.

Section 3. Sabbatical leave is granted with the understanding that each eligible employee intends to return to the Employer for at least another year following each sabbatical leave.

Section 4. Sabbatical leave must be taken within two (2) years of the date on which the employee became eligible for the leave.

Section 5. Employees whose seven (7) consecutive years of service have been interrupted by study which benefits the Employer or who have undertaken a special project in the interest of the Employer may combine the years that preceded and followed the interruption as part of the seven-year period, provided the Executive Director or his or her designee approves such study or projects as eligible time for sabbatical leave.

Section 6. Employees eligible for retirement within one (1) year after the completion of sabbatical leave are exempt from the provisions of Section 3 above and shall be required to remain with the Employer only until they retire.

Section 7. No compensation will be granted for sabbatical leave which is not taken.

Section 8. Sabbatical leave may not be taken in amounts of less than one week except with the permission of the Executive Director or his or her designee.

Section 9. Employer shall notify an employee that he or she is eligible for sabbatical leave at least sixty (60) days prior to that employee's becoming eligible for such leave. Employees shall be expected to coordinate their use of sabbatical leave with their Director. Employees are expected to take into consideration their client service needs prior to taking sabbatical leave.

Section 10. Provided that an employee's request for advance payment for sabbatical leave does not cross calendar years, employees shall be entitled to such payment, if they follow the Association's procedures for requesting advance payment.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

Section 1. A grievance as hereby defined is solely limited to a dispute involving the interpretation, application or compliance with the specific terms and conditions of the Agreement. All grievances shall be in writing and shall indicate which provision of the contract the grievant believes has been violated, and the date and circumstances involved in the alleged violation.

Section 2. Grievances shall be processed in the following manner:

Step 1. Within ten (10) working days of the event which forms the basis of the grievance, or within ten (10) working days from when the employee knew or should have known about the event, the employee, with or without his or her steward, shall present the grievance to his or her immediate supervisor. The supervisor shall respond in writing within two (2) working days of the grievance presentation.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the Program Director or, in his or her absence, the designee acting as Program Director, within five (5) working days of the supervisor's Step 1 response. The Program Director shall then meet with the grievant, the Union steward and/or the Union representative within five (5) working days of the grievance submission to discuss the matter. Following that meeting, the Program Director shall respond in writing two (2) working days after the meeting. Class action grievances and grievances regarding suspensions and terminations may be filed at Step 3.

Step 3. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to the Director of Human Resources within five (5) working days of the Program Director's response. The Director of Human Resources shall respond in writing to the grievance within five (5) working days after the meeting. The Union steward may attend said meeting but such attendance shall not reduce the steward's direct service expectations.

Section 3. If the response given pursuant to Step 3 above does not satisfactorily

adjust the grievance, the grievance may be submitted to arbitration within fifteen (15) working days of the Director, Human Resources Step 3 response. Alternatively, the parties may agree to submit the grievance to "grievance mediation" through the Federal Mediation and Conciliation Service (FMCS). The grievance mediation process shall take no longer than three (3) weeks.

Section 4. Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled and shall constitute a denial of the grievance. By mutual agreement, the parties may extend or shorten the time limits in any of the steps listed above.

Section 5. Either party may request lists from the American Arbitration Association (AAA) and selection shall be made in accordance with the Voluntary Labor Arbitration rules of the AAA.

1. Hearings and post-hearings activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the AAA.
2. Each party shall bear the expense of preparing and presenting its own case and the compensation and expenses of the impartial arbitrator shall be borne equally by the parties.
3. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance except in cases of grievances arising within twenty (20) days of the initial grievance and related to the same issue.

Section 6. The Employer shall have the right to grieve and arbitrate any dispute which arises concerning the terms and conditions of this Agreement.

Section 7. The Union shall have the right to file a class grievance on behalf of one or more employees if the same set of events affects these employees equally or in a similar manner.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 1. Employees covered by this Agreement may be disciplined or discharged for just cause. The Employer will give written notice to any employee who is disciplined or discharged out-lining the reasons for the Employer's action one (1) working day after the action has been taken. A copy of this notice will be mailed to the Union at the same time unless the employee requests that the Union not be given a copy of the letter. In such cases, the Union will be notified only that the employee was disciplined or discharged without any further specificity.

Section 2. The Union shall have the right within ten (10) working days after receipt of such notice to grieve the Employer's action at Step 3 of the Grievance Procedure as outlined in. ARTICLE 12 of this Agreement.

Section 3. Whenever a supervisor interviews an employee where the outcome of the interview might lead to discipline the supervisor shall inform the employee that he or she is entitled to have his or her steward present at the interview.

ARTICLE 14 - UNION STEWARDS

Section 1. The employees in the bargaining unit may select a reasonable number of union stewards from among bargaining unit employees. The Union agrees to provide the Employer with written notice of all stewards and any changes in stewards.

Section 2. The authority of the Union Steward shall be to (a) investigate and present grievances in accordance with the provisions of this Agreement; and (b) transmit messages and information which originates from the Union, provided such messages and information has been reduced to writing and are of routine nature.

Section 3. The Steward's activities are expected to be of a short duration and they shall not unduly interfere with the performance of the Steward's work or the operation of the Employer.

Section 4. A reasonable amount of a Steward's time which is used in the investigation and processing of grievances may be counted as part of the Steward's work assignment, provided that, not more than fifty (50) hours per contract year per the entire bargaining unit shall be allocated to this role. These fifty (50) hours may be used to reduce a Steward's direct service expectations under the Agency's productivity system.

ARTICLE 15 - VISITATION BY UNION BUSINESS AGENTS

Section 1. Authorized representatives of the Union may visit any of the Employer's locations to speak with employees during work hours, after notice to and approval by the Employer's Director of Human Resources has been obtained. Such approval shall not be unreasonably withheld. Such visits will be restricted to the time and place so approved. Under no circumstances will there be any interference with normal work or any Union solicitation on the Employer's premises.

Section 2. No Union business shall be conducted on the Employer's time except for matters related to the processing of grievances. Union meetings may be held on the Employer's premises subject to the following conditions:

- a. Employees are not allowed to participate in such meetings during their regularly scheduled work hours.
- b. Room reservations must be scheduled in advance with the Director of Human Resources.
- c. Meeting room availability.
- d. The Union will pay charges for a security guard if the meeting is held at a time when the Agency is not normally open.

ARTICLE 16 - UNION BULLETIN BOARDS

Section 1. Employer will provide the Union with bulletin board space at each of its service locations. The bulletin boards shall be placed in a location easily noticed by bargaining unit employees. The exact size, type, and placement of the bulletin boards must be approved by the Employer. The use of the bulletin board shall be for Union business related to this certified bargaining unit.

Section 2. Under no circumstances shall the bulletin board be used for solicitation or for the promotion of political candidates or positions.

ARTICLE 17 - NO STRIKE-NO LOCKOUT

Section 1. The Union agrees that during the term of this Agreement there shall be no strikes, picketing, cessation or interruption of work, slowdowns or sit-downs, so called "sickout" or any withholding of services on account of differences between the parties hereto, differences between a party and a third party or differences between third parties, and the Employer agrees that during the term of this Agreement, it will not lock out any employees.

Section 2. Employer shall have the right to discipline or discharge any employee or employees who urge, encourage, induce or participate in a violation of Section 1 of this Article. If such discipline or discharge is grieved, the only issue shall be the participation of the grievant in any of the activities prohibited by this Article.

Section 3. In the event of any violation of the provisions of Section 1, the Employer shall not hold the Union liable or responsible in damages therefore if the Union (a) promptly upon notification of such violations, orders all of its members to cease and desist from such violations at once, and (b) posts notices on all Union bulletin boards in the Agency offices that such violations are a breach of this Agreement and orders the violations to be ended at once.

ARTICLE 18 - LAYOFF AND RECALL

Section 1. If layoffs become necessary due to reorganization, retrenchment, merger, decrease in funding, or for other similar reasons, they shall be effectuated in the following manner:

- a. Affected staff shall be placed on one of two lists, designated as "minority staff" or "non-minority staff."
- b. Staff on each list shall then be ranked in the decreasing order of seniority.
- c. Staff with a bilingual and a bicultural background shall be placed at the top of their respective lists.
- d. Employees on the minority staff list shall not be laid off until the percentage of minority employees in the bargaining unit equals twenty percent (20%).
- e. Layoffs shall occur from the bottom of each list constructed according to Steps (a), (b) and (c) above on a ratio of 1 minority layoff for each 4 non-minority layoffs, provided the provisions of Step (d) are adhered to.

Section 2. Employees in positions designated for elimination under Step (a) may bump the least senior bargaining unit employee for whose position the bumping employee is qualified. Persons who are bumping shall not be required to serve a introductory period as defined in ARTICLE 2 of this Agreement if they are bumping into a position within the same classification.

Section 3. If a bumping employee takes a position which has a lower pay grade than his or her present position, the bumping employee shall retain his or her salary until the salary is within the pay grade of the new position.

Section 3a. Employees bumping choices must be made within five (5) working days of the layoff notice.

Section 4. Caucasian employees shall be considered non-minority.

Section 5. The Employer shall provide four (4) weeks' notice to any employee being laid off. The Employer shall provide employees who are laid off a minimum of two (2) weeks' severance pay. For each complete year of service beyond the second year, the Employer shall pay one additional week of severance pay, up to a maximum of eight (8) weeks' severance pay. If the Employer fails to provide the above-mentioned four (4) weeks' notice, the employee shall receive two (2) additional weeks of severance pay. In those situations, the maximum amount of severance pay would then be ten (10)

weeks' pay. Where proper notice is provided to an employee, the maximum severance payment is eight (8) weeks.

Section 6. The subject matter of any layoff decision or any reorganization, merger, or retrenchment decision is within the sole discretion of the Employer and shall not be subject to the Grievance and/or Arbitration procedure provided for in ARTICLE 12 of this Agreement.

Section 7. At the time the layoff decision is made, the Employer shall notify the Union of the persons who will be laid off, and the date the layoff is to become effective. If a bargaining unit employee volunteers to serve as a substitute for an individual who is to be laid off, and if the individual who is to be laid off is qualified by degree and language skills to replace the volunteer, such replacement shall become effective as soon as practicable.

Section 8. In the event of a layoff, an employee may continue to participate in the Employer's Health Plan for a period of eighteen (18) months or until the employee retains other health coverage, whichever is sooner, if the individual pays one hundred percent (100%) of the premium. This section is intended to be consistent with the federal COBRA statute, as amended.

Section 9. Seniority shall be defined as the length of continuous service in a bargaining unit position that an employee has with the Employer, regardless of whether service is part-time or full-time. Employees who are currently in a bargaining unit position and who have accrued service with the Employer in a non-bargaining unit position shall be allowed to have credit for their non-bargaining unit service on the basis of one (1) year of bargaining unit seniority for every two (2) years of non-bargaining unit service with the Employer. If a bargaining unit employee is promoted to a non-bargaining unit position, and thereafter returns to a bargaining unit position, the employee shall retain his or her bargaining unit seniority and shall be allowed to credit non-bargaining unit service on the basis of one (1) year of bargaining unit seniority for every two (2) years of non-bargaining unit service with the Employer. If a non-bargaining unit employee returns to a bargaining unit position, he or she shall be credited with previous years of service worked in a bargaining unit position. Seniority shall not be broken when an employee is on authorized leave recognized under this Agreement.

Section 10. Any employee who is bumped or laid off shall be placed on a recall list for a period of twelve (12) months. No new bargaining unit employee shall be hired until all bargaining unit employees on the recall list have had the opportunity to be placed in their former positions. Persons in a layoff status shall be recalled in order of their seniority provided they are qualified for the vacant position. An employee shall be eligible for a new position if the employee has notified the Employer in writing of his or her interest in recall and if he or she included a mailing address in said notice.

Employees shall be notified that they are eligible for recall by registered mail, return receipt requested. The Union shall be notified of the recall eligibility at the same time as the employee. The employee must respond affirmatively to the Employer that he or she wishes to be considered for a vacancy within ten (10) working days of when the postal service indicates that it first attempted to contact the employee.

All persons in a layoff status shall be notified of all available temporary and contract work as well as bargaining unit work.

Section 11. Employees who are laid off shall be entitled to receive all accrued vacation leave, compensatory time, and personal leave and effective January 1, 2007 the agency will buy back from the employee thirty (30%) percent of all sick time accrued up to maximum of 120 hours pro-rated on the number of hours worked in a lump sum payment at their current rate of pay at the time of layoff.

ARTICLE 19 - SUBCONTRACTING

Section 1. When the Employer determines that non-full-time bargaining unit work needs to be performed, it shall notify the Union Representative that such work is available and post a notice that such work is available on all Union bulletin boards.

Section 2. The notice shall set forth the degree, language skills, and clinical skills required, the amount of experience in clinical skills that is necessary if such is appropriate, the hours of the assignment, and the days of work needed. The notice shall be posted for a period of nine (9) calendar days.

Section 3. Any employee who believes that he or she meets the posted requirements shall apply in writing to the Director of Human Resources within the posting period.

Section 4. It is understood that this posted work would be in addition to an employee's regular work schedule. The Employer will not have to consider the application of employees who are not meeting their Direct Service expectations.

Section 5. Employer recognized the desirability of using the present employees, if possible, to perform this additional work. Therefore, subject to Sections 1 to 4 above, the Employer shall choose current interested employees before outside contractors are solicited.

Section 6. If there is more than one (1) applicant who meets the requirements set out in Section 3 above for the assignment, the Employer shall assign the work to the more qualified applicant. If two (2) or more applicants are equally qualified, the most senior employee shall receive the assignment. Notwithstanding the above, if two (2) or more applicants meet the requirements set out in Section 3 above, the employee who

has not worked or is not working any subcontracting hours shall be given the assignment before an employee who has worked or is working subcontracting hours.

Section 7. If, after reviewing the applications, the Employer determines that no qualified applicants have the requisite skills to perform the assignment, the Employer may contract out the work.

Section 8. Employees hired to perform bargaining unit work posted pursuant to Section 1 of this ARTICLE for which there are no qualified applicants as determined under Sections 2 through 7 shall be called fee-for-service workers and shall not be covered by this Agreement. The Employer agrees to limit its use of fee-for-service workers to no more than sixteen percent (16%) of the total salaried hours paid to bargaining unit members. In determining the percentage of bargaining unit work performed by fee-for-service workers not covered by this Agreement, the number of hours of direct service delivered by fee-for-service workers shall be the numerator and the aggregate total number of hours paid to all regular full-time and regular part-time employees in the bargaining unit shall be the denominator. It is understood and agreed that neither the numerator nor the denominator shall include any work performed by bargaining unit members and paid on a fee-for-service basis under ARTICLE 6, Section 6. Hours paid for beeper coverage will not count toward the number of salaried hours paid to bargaining unit members.

Section 9. Monthly reports of fee-for-service hours paid and bargaining unit hours paid shall be forwarded to the union representative by the 30th day of each following month. If the sixteen percent (16%) limit is violated for a 3-month period, the Agency will have six (6) months to correct the violation for the 9-month period.

ARTICLE 20 - TRANSFERS

Section 1. All full-time and regular part-time employees are considered employees of Family Service Association of Greater Boston and may be assigned to any one of the Employer's service locations. While it is the intent of the Employer that an employee's initial assignment be continued, unless another intent is stated at the hiring interview, it may be necessary to transfer staff from one unit to another to meet client needs. Such transfers shall supersede the provisions of ARTICLE 5, Section 2 of this agreement. The Employer shall determine the level of staffing needed at each location.

Section 2. The Employer may transfer bargaining unit employees under the following conditions:

- a. Client needs dictate that staff is needed in one location and service hours are not being used in another location.

- b. Service hours are being met in all locations and client needs dictate that staff is needed in a particular location.

Section 3. In situation (a) as noted above, the Employer shall post a notice of the location needing staff and the location(s) from which the staff will come.

In situation (b) as noted above, the Employer shall post a notice of the location needing staff.

Section 4. In situations (a) and (b), the notice shall set forth the title of the position to be filled, the pay grade level, the qualifications involved, and the hours and days of work required. The notice shall be posted on the Union bulletin boards for a period of nine (9) calendar days.

Section 5. Employees in the designated location(s) for an (a) transfer, and any employee for a (b) transfer may apply in writing to the Director of Human Resources for the assignment.

Section 6. Within one week from the date the posting has been taken down, the Employer shall determine which of the volunteer candidates is the most qualified to fill the new assignment, taking degree, language skills, and clinical skills required at the new location into consideration. If two (2) or more candidates are equally qualified as described above, the more senior employee shall be assigned to the position. The Employer shall be the sole judge of qualifications, provided such judgment is not exercised in an arbitrary or capricious manner.

Section 7. In situation (a) as noted above, if no one applies for the transfer, the Employer shall determine which employee at the transferring location would best fill the assignment taking into account the factors enumerated in Section 6 above. At transferring locations where four or fewer bargaining unit members work, the Agency must choose the transferee from among the two (2) least senior qualified employees at the transferring location. At transferring locations where five (5) or more bargaining unit members work the Agency must choose the transferee from among the three (3) least senior, qualified employees at the transferring location. Such choice shall not be exercised in an arbitrary or capricious manner. In its final selection process, the Employer will take into account extraordinary transportation difficulties of its employees.

Section 8. In situation (b) as noted above, if no one applies, the Employer may hire from the outside to fill the position.

Section 9. In the transferring process described in (b) above, there can be no more than two (2) employees changing locations as a result of the first posting.

Section 10. Employees who have linguistic and cultural skills to service a particular community shall not be subject to transfer during the life of this Agreement, and shall not be included among the potential transferring employees delineated in Section 7 of this Article unless the location needing staff requires the linguistic and cultural skills of the employee being transferred, and the employee is not using the linguistic or cultural skills in their present position.

ARTICLE 21 - OTHER EMPLOYMENT/AGENCY OFFICES

Section 1. No employee covered by this Agreement may participate in any business for remuneration other than that of the Employer if such work interferes with the normal performance of the work of such employee.

Section 2. The offices of the Employer are not to be used for any type of activity which is not associated with the functions or interests of the Employer. Use of the Employer's offices for a private practice of a staff member is specifically prohibited.

ARTICLE 22 - HEALTH AND WELFARE

Section 1. Employer hereby agrees to continue its Retirement Plan, its Group Life Insurance Plan, and its Long-Term Disability Plan for all full-time and regular part-time employees. Effective January 1, 2007, the Employer will offer to all full-time and part-time employees a Short Term Disability Plan. All the above plans are fully funded by the agency.

Section 2. Employer hereby agrees to continue its Health Insurance Plans for all full-time and regular part-time employees. Employer shall contribute 65% of the cost of premiums for health maintenance organizations. If the Employer is successful in obtaining an indemnity plan for those employees desiring such a plan, for each employee enrolled in an indemnity plan, the Employer shall contribute toward the premium a dollar amount equal to the highest dollar amount it contributes toward the cost of any HMO premium. The Employer agrees to provide a group dental plan to all full-time and regular part-time employees at the same contributing rate as presently exists.

Section 3. The Employer will offer continued health insurance coverage to its retirees and disabled employees.

Section 4. The Employer shall have the exclusive administration of all of the above-noted Plans.

Section 5. The Employer shall have the exclusive right to change said Plans if it deems such changes would be more beneficial to all of the employees of the Employer.

Any such changes shall not discriminate against employees in this unit. The Employer would notify the Union of the changes in these Plans.

Section 6. The Employer shall request that its health insurance providers offer domestic partner coverage to same sex couples and their dependents. If a health insurance provider requires a rate increase in order to offer domestic partner coverage, the Employer will not be obligated to offer such coverage.

Section 7. The Employer has agreed to study the feasibility of a "one-plus-one" plan. The Employer will conduct an agency-wide survey seeking input from employees who would participate. The Employer will also create a committee composed of two members of each bargaining unit and other employees to review the survey results.

ARTICLE 22B - HEALTH AND SAFETY

All health and safety complaints including but not limited to workplace abuse, violence and harassment will be referred to the Safety Committee and all reasonable requests will be quickly acted upon by management.

The Safety Committee will be composed of three (3) members of management and three (3) members of the professional bargaining unit. Productivity credit will be granted to members of the professional bargaining unit. Meetings will be well publicized and scheduled six (6) months in advance on at least every other month by the Director, Human Resources (or designee) and a designated member of the professional bargaining unit.

ARTICLE 23 - ADMINISTRATIVE LEAVE

Section 1. Administrative leave is time off given by the Employer with pay.

Section 2. Administrative leave occurs when the Employer closes the office of the work location or a particular employee, or when the Employer compensates an employee under ARTICLE 18, Section 5 of this Agreement.

Section 3. Any employee on sick, personal, holiday, or vacation leave or not otherwise scheduled to work during the time the Agency is closed is not eligible for Administrative leave.

Section 4. Administrative leave may be granted for such things as the annual outing, one-half (½) day before Christmas and for conditions affecting transportation. The determination of when conditions affect transportation is solely within the discretion of the Employer.

Section 5. An employee will not be penalized in his or her work load requirements because of administrative leave.

ARTICLE 24-A – FAMILY MEDICAL LEAVE ACT (“FMLA”)

Section 1. Eligibility for Leave. Any employee, who has been employed by FSGB at least one (1) year and has worked at least 1,250 hours during the 12 months preceding the commencement of a leave of absence, is eligible for a FMLA leave. FMLA leave is intended to be used concurrently with leaves listed in ARTICLES 24 and 34 (Medical-Paternity-Adoptive). An eligible employee is entitled to FMLA leave for one or more of the following reasons:

- birth of a son or daughter and care for the newborn son or daughter (entitlement expires 12 months after the birth of the child);
- placement with the employee of a son or daughter for adoption or foster care (entitlement expires 12 months after placement);
- care for the employee’s spouse, child, or parent of the employee who has a serious health condition; or
- Inability of the employee to perform the functions of his or her position due to a serious health condition of the employee.

Required Notice and Medical Certification. If the necessity for the FMLA leave is foreseeable, an employee must provide FSGB with thirty (30) days’ advance written notice of a request for a leave, but in any case notice is requested as soon as such notice is practicable (i.e., within one or two business days of when the need for leave becomes known to the employee). Further, the failure to provide the required notice may result in denial of the leave until proper and timely notice is given by the employee.

An employee requesting FMLA leave for any reason must submit a written request which sets forth (1) the reasons for the leave; (2) the anticipated start date; and (3) the anticipated duration of the leave. Appropriate documentation may be requested to verify the reasons for the leave. Any requested leave based on a serious health condition, whether it involves the employee or a family member, must be supported by appropriate medical certification. An employee is required to have FSGB’s “*Certification of Health Care Provider*” completed by the employee’s physician or health care provider. The completed certification must be submitted within fifteen (15) days of the requested leave, excepted in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

In all cases of leave for medical reasons, FSGB reserves the right to request a second medical opinion at FSGB's expense and further medical opinion, where appropriate. Periodic re-certification also may be required for requested extensions of medical leave, absences which exceed thirty (30) days, and other appropriate circumstances.

Length of Leave. Each employee may be granted an unpaid FMLA leave, including maternity leave, for a period up to 12 weeks (during any 12-month period), except that spouses working for FSGB are limited to 12 weeks of leave in total during any 12-month period unless the leave is necessitated by the serious health condition of the employee or that of the employee's spouse or child. In determining eligibility for leave, a "rolling" 12-month period is used, measuring backward from the date leave is requested.

Compensation and Benefits During Leave. Employees on FMLA leave may choose to apply any accrued sick leave, personal leave, and vacation time toward such leave. Once paid time is used up, FMLA leave is unpaid. Employees who are collecting workers compensation benefits during periods of FMLA leave are not entitled to use sick time, vacation time or any other paid time.

An employee on FMLA leave will be retained on FSGB's health plan on the same condition as active employees. If an employee chooses to take FMLA leave as unpaid leave or once an employee has used all accrued sick leave, personal leave and vacation leave, and is in an unpaid leave status on an approved family or medical leave, the employee is responsible for submitting payments by the 10th of each month to cover the employee portion of health and dental premiums. If any premium payment is more than 30 days late, coverage will be lost during the period of the leave. In circumstances where an employee is on paid leave, the appropriate deductions will be made in the same manner as the employee's regular paycheck. Arrangements for on-going payments for all voluntary benefits, such as short-term disability insurance and additional life insurance, must be negotiated by the employee directly with the insurance carrier.

The employee will not be entitled to the accrual of seniority or earn additional employee benefits (e.g., vacation or sick leave) during the period of unpaid leave. However, any FMLA leave will be treated as continued service for purposes of FSGB's pension and other retirement plans. Employees on an approved leave shall not lose previously accrued seniority upon return from leave. During periods of leave, employees are required to report to FSGB periodically regarding their status and intention to return to work.

Return from Leave. An employee returning from FMLA leave will be reinstated to the same or an equivalent position upon his or her proposed return to work date, except that the employee will not be entitled to any employment rights or benefits, greater than those he or she would have had in the absence of taking such a leave. In dealing

with leaves involving a serious health condition of an employee, medical certification will be required verifying an employee's ability to return to work.

Reduced Work Schedule-Intermittent Leave. In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work. In cases of a serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt Agency operations, and FSGB reserves the right to request rescheduling of such treatment in appropriate circumstances. Any time permitted based on a reduced work schedule or intermittent leave will be treated in the same manner as absences under the family and medical leave policy, and such absences will be applied against the leave permitted under such policy.

ARTICLE 24B – SMALL NECESSITIES LEAVE ACT LEAVE

Employees who are eligible for leave under FSGB's Family and Medical Leave policy are also eligible for leave under the Massachusetts Small Necessities Leave Act ("SNLA"). During any 12-month period, eligible employees may take up to 24 hours of leave for the following reasons:

- to participate in school activities directly related to the educational advancement of the employee's child, such as parent-teacher conferences or interviewing for a new school ("school" includes licensed daycare centers);
- to accompany the employee's child to routine medical or dental appointments, such as check-ups or vaccinations; or
- to accompany an elderly relative to routine medical or dental appointments or other appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

Where SNLA leave is foreseeable, the employee must provide at least seven (7) days advance written notice to FSGB. Where leave is not foreseeable, the employee must notify FSGB as soon as practicable. The employee must provide a certification (which can serve as notice), in the following form, for each period of leave taken pursuant to this policy:

Employee's Certification

I certify that on _____ I will/did take _____ hour(s) of SNLA leave for the following purpose (check one):

_____ *to participate in school activities directly related to the educational advancement of my child.*

_____ *to accompany my child to routine medical or dental appointment.*

_____ *to accompany an elderly relative to a routine medical or dental appointment or for an appointment for other professional services related to my relative's care.*

_____ *Date:* _____
Employee's Signature

The available 24 hours of SNLA leave does not need to be taken all at once. Rather, leave may be taken intermittently, in minimum increments of one (1) hour. Employees may choose to use accrued vacation time and/or personal leave time, if any, towards SNLA leave. Once paid leave is used up, SNLA leave is unpaid.

ARTICLE 24C - MATERNITY-PATERNITY-ADOPTIVE LEAVE

Section 1. All full-time and regular part-time female staff members who have completed their initial introductory period are eligible for maternity leave or adoptive leave.

Section 2. Pregnant employees shall be permitted to work as long as they are physically able to perform the usual functions of their jobs. If a pregnant employee's physician determines that such employee is unable to perform the usual functions of her job, that employee's maternity leave shall commence when the Employer receives written notification from the physician that the employee is unable to continue working. This prenatal disability period is not part of the employee's postnatal leave.

Section 3. If a pregnant employee desires to go on maternity leave status prior to her physician's determination that she is unable to work due to her pregnancy, she may do so. However, the number of weeks used up in this fashion shall be subtracted from the total amount of postnatal leave available.

Section 4. All employees who intend to take maternity leave or adoptive leave are expected, unless an emergency arises, to give their supervisors at least two (2) weeks' written notice of the date they intend to depart work and when they intend to return.

Section 5. Each employee who intends to go on maternity leave is entitled to a maximum of six (6) months' postnatal maternity leave. If the employee begins her maternity leave prior to a physician's determination that she is unable to work due to a pregnancy, such pre-birth time will be subtracted from this 6-month postnatal period.

Section 6. At the end of the postnatal period defined in Section 5 above, an employee is expected to return to work on a full-time or part-time basis. Staff returning within the 6-month postnatal period may elect to work three (3) evening hours up to thirty (30) months following delivery or adoption.

See ARTICLE 30, Section 3 for employees requesting connecting leave.

Section 7. For a period of up to thirty (30) months following the delivery of the child, a female staff member may work as a regular part-time employee. At the end of this 30-month period, each employee is expected to return to the same number of hours assigned to her prior to the commencement of her maternity leave. Employees who are on a regular part-time status under the conditions of this paragraph will be expected to share office space at their work locations.

Section 8. Employees who are on maternity leave, adoptive leave, or paternity leave may use up to eight (8) weeks (or 280 hours) of accrued sick leave, all accrued vacation leave and personal leave. All other time used during the maternity leave, adoptive leave or paternity leave period will be charged as leave without pay.

Section 9. Employees on maternity leave, paternity leave, or adoptive leave will continue to accrue sick leave, vacation leave, and personal leave only for so long as they are on a paid basis (by reason of using sick leave, vacation leave or personal leave.)

Section 10. When an employee is on maternity leave, paternity leave, or adoptive leave, the Employer will continue to pay the cost of the employee's Long Term Disability Plan, Group Life Insurance Plan and Retirement Plan.

Section 11. For the first six (6) months of maternity leave, paternity leave, or adoptive leave, the Employer will maintain the affected employee in his or her health plan and continue to pay its share of such Plan, as such share is defined in ARTICLE 22, Section 2 of this Agreement. For the remainder of the employee's maternity leave or adoptive leave, the Employer will contribute a pro-rated share of the premium cost so long as the employee remains in a regular part-time status.

Section 12. Female employees returning to their former status after maternity leave or adoptive leave are entitled to the same position or a similar position, subject to the following provision from Massachusetts General Laws, Chapter 149, Section 105D, paragraph 2:

Such employer shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Every reasonable effort will be made by the Employer to place an employee returning from maternity leave at the same location where she worked prior to the commencement of her maternity or adoptive leave, taking into consideration the client needs at the particular service location and extraordinary transportation difficulties of said employee.

Section 13. A male staff-member employed twenty (20) hours per work or more, who has completed his initial introductory period, is eligible to submit a request to the Executive Director or his or her designee for a paternity leave of up to a maximum of four hundred twenty (420) hours without pay during the 2-year period following his child's birth. If the request for paternity leave is approved by the Executive Director, and no such request shall be unreasonably denied, it is understood that the minimum charge for paternity leave is one (1) hour, and the maximum amount of paternity leave for regular, part-time male staff' members will be prorated for hours worked.

Section 14. Employees eligible for paternity leave must submit to the Executive Director for his or her approval a written request indicating the date on which paternity leave is to begin and an outline of how the paternity leave will be used. Employees returning to work following paternity leave may be returned to the same or similar positions without loss of employment benefits.

Section 15. Adoptive leave shall begin on the date the child is received into the home and may last for a period of up to six (6) months thereafter.

Section 16. At the end of this 6-month adoptive leave period, an employee is expected to return to work on a full-time or part-time basis.

Section 17. For a period of up to thirty (30) months following the reception of the child into the home, a staff member may work as a regular part-time employee. At the end of this 30-month period, each employee is expected to return to the same number

of hours assigned to her or him prior to the commencement of his or her adoptive leave. Employees who are on a regular part-time status, under the conditions of this paragraph, will be expected to share office space at their work locations.

Section 18. A staff member may take paternity leave as defined in Sections 8, 13 and 14 of this ARTICLE for the first six (6) months following the receipt of the adoptive child into the home.

Section 19. Maternity leave, paternity leave, or adoptive leave will not change an employee's anniversary date.

ARTICLE 25 - BEREAVEMENT LEAVE

Section 1. Full-time employees shall be eligible for leave with pay, not to exceed three (3) days, when a death in the immediate family of the employee occurs. The term "immediate family" shall mean husband, wife, child, brother, sister, mother, father, or person who acted as a parent and grandparents. Also included among the term "immediate family" shall be one person designated by the employee as a significant other and/or domestic partner. Full-time employees shall be eligible for leave with pay, not to exceed one (1) day, when a death of a person living in the employee's home occurs.

Section 2. Regular part-time employees shall be eligible for bereavement leave on a pro-rated basis.

ARTICLE 26 - JURY DUTY - SUBPOENAS

Section 1. Full-time employees who serve on jury duty will receive their regular salary less any jury fee received.

Section 2. Full-time employees who are subpoenaed to appear in court in a suit in which the employee is not a party shall receive their regular salary less any witness fees received for said appearance. Employees involved in such court activities are expected to report to the Employer's controller the date(s) absent and the fees received.

ARTICLE 27 - TRANSPORTATION

Section 1. The Employer shall continue to provide automobile insurance coverage for bodily injury and property damage claims for those employees who use their own cars on Agency business and whose use of such cars on Agency business has been approved by the Director of Human Resources. This insurance coverage is intended as a supplement, not a replacement, for the individual employee's own automobile insurance coverage. It is effective only for bodily injury claims in excess of \$100,000 and up to \$500,000, and for property damage claims in excess of \$50,000 and up to \$100,000.

Section 2. When transportation by car rather than public transportation is required for reasons of distance, multiple field appointments, lack of public transportation, urgency or time involved, a staff member may use his or her car in carrying out necessary, official Agency business if such use is recommended by the Program Director and is authorized by the Director of Human Resources. When such occasions arise, the staff member shall be reimbursed at the IRS rate per mile traveled and monies for necessary tolls and parking fees.

Section 3. When considerable home or field visiting is required, it is expected that such visits will be grouped on a specific day or days as necessary so as to minimize unnecessary travel time and mileage.

Section 4. Mileage and operating costs to and from the home and office on a daily basis are not reimbursable.

Section 5. The MBTA pass program shall be available to all bargaining unit members.

ARTICLE 28 - JOB DESCRIPTIONS

Section 1. Every position within the bargaining unit shall have a job description. A job description shall be an accurate summary of duties, responsibilities and requirements of the job, and shall include any special conditions of employment. All job descriptions will be dated. These descriptions, however, are not part of this Agreement, and any amendments thereof shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Section 2. A complete set of job descriptions shall be on file with the Employer and shall be available for examination and copy by any bargaining unit employee and union representative.

Section 3. On or before the first day of employment, each new employee shall be furnished with a copy of his or her job description.

Section 4. Whenever the Agency determines that it is necessary to amend a particular job description, the Agency will provide the employee with a copy of the proposed description and will discuss the description in advance with the affected employee if requested to do so. If the supervisor and the employee disagree, the employee, and supervisor may meet with the Director of Human Resources and the Executive Director for a final resolution.

ARTICLE 29 - EVALUATION, PERSONNEL FILES, CLINICAL POLICIES

Section 1. All employees shall be evaluated, in writing, by their respective Supervisors at least once each year on their anniversary date of employment. The employee shall be entitled to receive a copy of his or her evaluation and shall be entitled to append to the evaluation any comments he or she may wish to make regarding its content. The evaluation, together with any appended comments by the employee, shall then become a part of the Employer's personnel record of the employee.

Section 2. Any employee shall have the right to review and copy the material in his or her personnel file subject to the following conditions:

- Reasonable advance notice is to be given to the Director of Human Resources or a request to see the file;
- If the employee wishes to read letters of reference, he or she must first forward a request to the authors of the letters requesting permission to see the letters; and
- If the author of a letter of reference fails to respond or refuses to grant permission to see the letter, said letter will not be made available to the employee.

The Employer agrees to send a copy of any material which may lead to discipline or discharge to the affected employee. Failure to comply with this agreement will mean that the Employer may not use that particular material in any future disciplinary hearing involving said employee.

Section 3. The subject matter of any evaluation provided for in this ARTICLE shall not be subject to the Grievance and Arbitration procedures outlined in this Agreement unless the evaluation is used as a basis for discipline or discharge.

Section 4. All clinical policies in all programs are to be in writing and available to workers.

ARTICLE 30 - LEAVES OF ABSENCE

Section 1. Unpaid leaves of absence will be considered on an individual basis and will be granted at the discretion of the Director, Human Resources or his or her designee. Such requests will not be unreasonably denied. In order to be eligible for a leave of absence, an employee must have completed two years of service.

Section 2. When approved, leaves of absence will be granted for a specified period

of time, up to one year, except for those leaves of absence that are for the purpose of working full or part-time in the union. In this latter instance, leaves of absence will be granted up to three (3) years. Only one (1) employee can be out on leave of absence for Union business.

Section 3. Employees who wish to go from maternity leave of absence under ARTICLE 24, Section 5, to discretionary leave of absence must make this request within the same period as outlined in ARTICLE 24, Section 4. If the request is approved, the employee may not later elect to return to work before the agreed-upon, date unless there is a posted vacancy for which he or she meets the qualifications.

Employees who request and are approved for connecting leaves under ARTICLE 24, Section 5 and ARTICLE 30, Section 1 will be required to work six (6) evening hours upon their return to work irrespective of whether they are full-time or regular part-time.

Section 4. Employees must request a leave of absence at least two (2) months before the requested start date of said leave. In extraordinary and unforeseen circumstances, this advance notice requirement will be waived.

Section 5. Except where otherwise specified in this Agreement, employees returning from leaves of absence of six (6) months or less in duration shall be reinstated to their former position. Employees returning from leaves of absence greater than six (6) months shall be reinstated to the first available substantially similar position.

Section 6. Unless otherwise provided in this Agreement, there shall be no accrual of benefits during unpaid leaves of absence. However, for all approved leaves, regardless of length, employees shall not lose previously accrued benefits or seniority upon return from said leave of absence.

Section 7. At the discretion of the Director, Human Resources, a leave may be extended if thirty (30) days notice is given. Such notice is not necessary in extraordinary circumstances.

ARTICLE 31A – BEHAVIORAL HEALTH SERVICES PRODUCTIVITY PLAN

Section 1. Productivity for Mental Health Clinicians Billing Third Party Insurances CFC and CFOS.

- In Clinic – 63% or 22 billable hours (BH) per week
- Community/In Home – 52% or 18 BH per week
 - a. The individual clinician's productivity standard is based on 35 hours

per week minus personal, holiday, vacation, sick and any other Agency–approved time.

- b. The individual clinician’s productivity is reviewed every three (3) months.
- c. BH must be “payable claims” hours (all appropriate paperwork, authorizations, etc. completed and submitted on time [within 10 days of date of service] for billing) to count toward attaining productivity standard.
- d. Clinicians who work in both the “in clinic” and “community/in home” settings will have their productivity standard pro-rated based on the proportion of time spent in each setting (i.e., this is a mix of the 63% and 52% based on where the services are delivered).

Section 2. Productivity for Family-Based Services Clinician Billing DSS-Contracted Services.

- Contracted services – 85% or 30 BH per week [includes direct and collateral time, (travel, phone calls, paperwork, etc.) and third party billing where applicable].
- For the DSS Boston “Focused Family Intervention” (IFI) contract, 12 visits per week.

Section 3. Examples of Approved Agency Time Deducted From 35-Hour Work-Week.

- Approved “set aside” open scheduled times for new client diagnostic evaluation.
- Approved time for MDT, UR chart reviews.
- Approved attendance at DSS, school, lead agency, etc. meetings as agency representative.
- Approved supervision of other clinical staff or interns.
- Approved court time (waiting and testimony).
- Approved contracted group collateral time beyond funding contract specifications.

Section 4. Supervisors and Clinicians Will Review Productivity During Supervisory Sessions.

- The clinician is receiving sufficient referrals and has enough active clients to meet productivity.

- The clinician is timely (within 48 hours) in scheduling new referrals.
- The clinician is working with their supervisor regarding client scheduling.
- The clinician is making all reasonable and necessary calls and contacts to meet productivity.
- The clinician is fulfilling commitments to be, where necessary, on an ongoing basis, to maintain productivity.
- The clinician reports unfilled available hours to their supervisor.
- The clinician has approved extraordinary travel time.

Section 5. Group Therapy Based Solely on Third-Party Billing.

- The following chart shows productivity hours based on the number of group participants in a 1-hour group (1 hour is standard third-party allowable group time).

<u>Number of Clients</u>	<u>Productivity Hours</u>
1	NA
2	1
3	1
4	1.5
5	2
6	2.5
7	3
8	3.5
9	4
10	4.5

Section 6. Group Work Based on Contracted Funding.

- The number and length of group sessions, and the amount of preparation time will be determined by the contractual funding.
- The time length of the actual group will be the productivity hours (e.g., 1 hour, 1.5 hours, etc.).
- A minimum of 4 hours for the initial preparation prior to the group starting will be built into the contract and counted as productivity.

- An additional minimum of 1 hour per week for ongoing preparation work will be built into the contract and counted as productivity.

Section 7.

- a. Supervisory-approved sessions for clients without insurance, who lose insurance, or have insurance for which FSGB is not a provider will be regarded as "payable claims" BH.
- b. Clinicians are responsible to remain current with their client's prior authorizations.
- c. The Agency commits to maintain an effective reminder system to remind clinicians of authorizations deadlines except that employees will not be able to grieve loss of productivity based on lack of performance of reminder system.

Section 8. A Behavioral Health subcommittee comprised of managers and clinical staff will meet quarterly to review productivity standards and incentive plans.

Section 9. All approvals referenced in this Article shall not be unreasonably denied.

ARTICLE 31B – BEHAVIORAL HEALTH SERVICES INCENTIVE PROPOSAL

Section 1. Incentive Plan for Salaried Mental Health Clinicians Billing Third-Party Insurances, CFC and CFOS.

- Clinicians baseline standard is determined every three months based on a workweek of 35 hours per week minus personal, holiday, vacation, sick and any other Agency-approved time.
- At designated three-month periods, for every "payable claims" BH above the clinician's baseline standard the clinician will be reimbursed \$25 per BH.
- Only "payable claims" BH count toward baseline productivity.
- Only "payable claims" BH count toward incentive reimbursement of \$25 per BH above baseline.
- Regardless of the clinician's hire date, this incentive system will occur four (4) times per year (the period January 1 through March 31; April 1 through June 30, July 1 through September 30, and October 1 through December 31). The "payable claims" BH decision will be based on the status of claims on July 1 for the period January 1 through March 31, the status of claim on October 1 per the period April 1 though June 30, the status of claims on January 1 for

the period July 1 through September 30, and April 1 for the period July 1 through December 31. (NOTE: The above dates will be adjusted to coincide with the closest payroll period.)

Example A:

- Clinician 1 (after holiday, vacation, personal, sick time, etc.) works 50 days or 10 weeks between January 1, 2000 and March 31, 2000.
- The clinician works totally in CFOS and, thus, has a baseline productivity of 180 “payable claims” BH.
- The clinician bills 210 BH (or 21 BH per week).
- Of the BH, on July 1, 2000, 200 are “payable claims”, and 10 BH are “non-payable claims”.
- The clinician has exceeded his/her productivity standard by 20 “payable claims” BH.
- Clinician 1 is reimbursed $\$25 \times 20 \text{ BH} = \500 .
- If the clinician continued this level of productivity for the entire year, he/she would increase their salary by \$2,000.

Example B:

- Clinician 2 (after holiday, vacation, personal, sick time, etc.) works 50 days or 10 weeks between January 1, 2000 and March 31, 2000.
- The clinician works totally in CFOS and, thus, has a baseline productivity of 180 “payable claims” BH.
- The clinician bills 190 (or 19 BH per week).
- Of the BH, on July 1, 2000, 175 BH are “payable claims”, and 15 BH are “non-payable claims”.
- Clinician 2 is 5 “payable claims” BH below his/her productivity standard.
- Clinician 2 is not eligible for any incentive payment.

Section 2. Incentive Plan for Salaried FBS Clinicians Billing Intensive Family Intervention Services.

- a) Clinician baseline standard is determined every three months based on a workweek of 35 hours per week minus personal, holiday, vacation, sick and any other Agency-approved time.
- b) The weekly productivity standard is 4 "payable claims" BH for a 1.0 FTE clinician.
- c) At designated three-month periods, for every "payable claims" BH above the clinician's baseline standard, the clinician will be reimbursed \$25 per BH.
- d) Only "payable claims" BH count toward baseline productivity.
- e) Only "payable claims" BH count toward incentive reimbursement of \$25 per BH above baseline.
- f) Regardless of the clinician's hire date, this incentive system will occur four times per year (the period January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31). The "payable claims" BH decision will be based on the status of claims on July 1 for the period January 1 through March 31; the status of claims on October 1 for the period April 1 through June 30; the status of claims on January 1 for the period July 1 through September 30; and April 1 for the period July 1 through December 31. NOTE: The above dates will be adjusted to coincide with the closest payroll period.

Example C:

- Clinician 3 (after holiday, vacation, personal, sick time, etc.) works 50 days or 10 weeks between January 1, 2000 and March 31, 2000.

- The clinician works totally in IFI services, and thus, has a baseline productivity of 40 "payable claims" BH.

- The clinician bills 60 BH.

- Of the BH, on July 1, 2000, 58 are "payable claims", and 2 BH are "non-payable claims".

- The clinician has exceeded his/her productivity standard by 18 "payable claims" BH.

- Clinician 3 is reimbursed $\$25 \times 18 \text{ BH} = \450 .

- If the clinician continued this level of productivity for the entire year, he/she would increase their salary by \$1,800.

Example D:

- Clinician 4 (after holiday, vacation, personal, sick time, etc.) works 50 days or 10 weeks between January 1, 2000 and March 31, 2000.
- The clinician works totally in IFI services and, thus, has a baseline productivity of 40 “payable claims” BH.
- The clinician bills 45 BH.
- Of the BH, on July 1, 2000, 38 BH are “payable claims”, and 7 BH are “non-payable claims”.
- Clinician 4 is 2 “payable claims” BH below his/her productivity standard.
- Clinician 4 is not eligible for any incentive payment.

Section 3. Management can introduce new incentive plans for new programs during the life of this contract. Participation in incentive plans is voluntary for employees.

ARTICLE 32 - DEPENDENT CARE ASSISTANCE PLAN

The Family Service Association of Greater Boston agrees to provide for Union employees a Dependent Care Assistance Plan for the benefit of all Union employees whereby each Union employee will be allowed to have his salary reduced and the amount of the reduction contributed to an account to pay for his dependent care expenses. This Plan will be available to all regular employees who work at least twenty (20) hours per week. The Plan will be designed with the intention of complying with Sections 125 and 129 of the Internal Revenue Code. Accordingly, the maximum amount which an employee may contribute to his account and claim as reimbursement expenses in a given calendar year will be limited to the least of (a) his earned income, (b) the earned income of his spouse or (c) \$5,000 or \$2,500 for a married person filing a separate return. The administrative expenses of the Plan will be paid by Family Service Association. Family Service Association reserves the right to establish reasonable administrative procedures for employees to redirect a portion of their salary to the Dependent Care Assistance Plan and for making claims for reimbursement for dependent care expenses under the Plan. Dependent Care Assistance Accounts will be included among the general assets of Family Service Association and will be subject to claims of its creditors.

ARTICLE 33 - PAYCHECKS

The Employer will make the option of direct deposit of paychecks available to all employees.

ARTICLE 34 - COPE DEDUCTIONS

The Employer hereby agrees to honor COPE deduction authorizations from those employees who are Union members in accordance with the following form:

I hereby authorize the Employer to deduct from my pay the sum of \$ from each regular paycheck and to forward that amount to the SEIU, Local 509 COPE PEA Fund. This authorization is signed freely and not out of fear or reprisal and on the understanding that the money contributed will not be used to make political contributions and expenditures in connection with federal, state, and local elections and that this voluntary authorization may be revoked at any time by notifying the Employer and the SEIU, Local 509 COPE PEA Fund in writing of a desire to do so.

ARTICLE 35 - SEPARABILITY

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive, order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions thereof.

ARTICLE 36 - NONDISCRIMINATION

Neither the Employer nor the Union will discriminate against any employee in applying any of the terms of this Agreement because of race, color, religious creed, national origin, sex, age, disability, sexual orientation, or Union activity, unless such discrimination is based upon a bona fide occupational qualification or is done pursuant to the provisions of ARTICLE 18 of this Agreement.

ARTICLE 37 - LABOR MANAGEMENT COMMITTEE

In order to provide a means for continuing communications between the parties and for promoting a climate of constructive labor management relations, a Labor Management Committee shall be established which shall consist of three representatives designated by management and three representatives designated by the Union. Meetings will be well publicized and scheduled six (6) months in advance, at least, every other month by the Director, Human Resources (or designee) and a designated bargaining unit employee but such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances, nor shall any matters discussed or decided upon at such meetings be subject to the grievance and arbitration provisions of this Agreement

merely by virtue of their having been discussed or decided upon at such meetings. Any amendment to this Agreement shall be reduced to writing and signed by all parties. Productivity credit will be granted to members of the professional bargaining unit.

ARTICLE 38 - CHANGE OF CORPORATE OWNERSHIP OR CONTROL; NOTICE TO UNION AND EMPLOYEES

The Employer hereby agrees to provide employees and the Union with ninety (90) calendar days notice in advance of the implementation of operational changes resulting from any change in corporate ownership or control of the Employer. This notice shall be provided to the Union and the employees in writing and shall be sent to the Union by certified mail. Following the issuance of this notice, representatives of the Employer will be available to employees and the Union for the purpose of answering questions relating to the operational changes. In addition, the Employer hereby recognizes its statutory duty to bargain with the Union over the impact such operational changes could have on the employees.

ARTICLE 39 - DURATION AND RENEWAL

Section 1. This agreement shall go into effect on July 1, 2006 and shall continue in full force from its effective date until June 30, 2009, and shall thereafter automatically be renewed from year to year unless terminated by either party by notifying the other party in writing via certified mail at least (60) days prior to any such expiration date.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and date first above written.

LOCAL 509, SERVICE EMPLOYEES
INTERNATIONAL UNION

FAMILY SERVICES OF GREATER
BOSTON, INC.

Randal Rucker, CEO

Philip R. Sardella Director, Human Resources

SIDE LETTER OF AGREEMENT
TRAINING REIMBURSEMENT

Each bargaining unit employee employed as of the signing of this Agreement shall be entitled to a training reimbursement of up to a maximum of \$1,000 during the term of this Agreement, with prior approval of his/her manager (to be effective as of July 1, 2006).

1. A written request form (see attached) shall be completed by the requesting employee;
2. The request form should be submitted to the requesting employee's manager two (2) weeks prior to the scheduled training session;
3. Based upon agency mission, departmental goals, and individual professional development goals, the manager shall either approve or deny the request.
4. Following attendance at the training, the employee shall submit his/her receipt and proof of attendance to his/her manager for reimbursement. (Reimbursement shall be made within thirty (30) days of submission of the completed paperwork). For any employee for whom up-front payment would be a hardship, s/he may request the agency make such payment. This request will be approved/disapproved at the discretion of the Director, Human Resources.

The parties agree that this Side Letter Agreement is subject to the grievance or arbitration procedure under the "arbitrary and capricious" standard of review.

Family Service of Greater Boston
Date: _____

SEIU, Local 509
Date: _____

Side Letter Agreement
between
Family Service of Greater Boston and SEIU Local 509

Flexible Scheduling

All clinicians will have set schedules of thirty-five (35) hours per week (or pro-rated base on FTE). This schedule will be established with their immediate supervisor or manager. Employees who work evening hours solely due to flexible scheduling will not receive the evening differential for those hours.

Clinicians can flex their schedules to forty (40) hours per week (or pro-rated based on FTE), where seasonally appropriate, between September 1 and June 30 on a voluntary basis with the approval of their supervisor and manager. The additional five (5) hours per week (or pro-rated based on FTE) are not "differential" hours.

All flexible scheduling is subject to the approval of the appropriate division director.

Employees will be paid on a thirty-five (35) hours per-week (or pro-rated based on FTE) year round. The extra flexible hours will be recorded as compensation time and will be paid out during the July and August time period when the employee takes time off using their flexible hours. If the employee leaves the agency then all flexible hours will be paid to the employee.

Family Service of Greater Boston

SEIU Local 509

Date: _____

Date: _____

WAGE SCALE

CSW	Effective 7/1/06		Effective 7/1/07		Effective 7/1/08	
Step 1	33,351		Step 1	33,685	Step 1	34,022
Step 2	34,019		Step 2	34,359	Step 2	34,703
Step 3	34,700		Step 3	34,047	Step 3	35,397
Step 4	35,393		Step 4	35,747	Step 4	36,105
Step 5	36,100		Step 5	36,461	Step 5	36,826
Step 6	36,823		Step 6	37,191	Step 6	37,563
Step 7	37,560		Step 7	37,935	Step 7	38,315
Step 8	38,310		Step 8	38,693	Step 8	39,080
Step 9	39,077		Step 9	39,468	Step 9	39,862
Step 10	39,859		Step 10	40,257	Step 10	40,660
Step 11	40,656		Step 11	41,062	Step 11	41,473
Step 12	41,469		Step 12	47,883	Step 12	42,302
Step 13	42,298		Step 13	42,721	Step 13	43,148
Step 14	43,144		Step 14	43,576	Step 14	44,011
Step 15	44,007		Step 15	44,447	Step 15	44,891
Step 16	44,887		Step 16	45,336	Step 16	45,790
Step 17	45,784		Step 17	46,242	Step 17	46,705
Step 18	46,700		Step 18	47,167	Step 18	47,639

SW	Effective 7/1/06		Effective 7/1/07		Effective 7/1/08	
Step 1	27,818		Step 1	28,097	Step 1	28,378
Step 2	28,375		Step 2	28,659	Step 2	28,945
Step 3	28,942		Step 3	29,231	Step 3	29,523
Step 4	29,521		Step 4	29,817	Step 4	30,115
Step 5	30,111		Step 5	30,412	Step 5	30,716
Step 6	30,713		Step 6	31,020	Step 6	31,330
Step 7	31,328		Step 7	31,641	Step 7	31,958
Step 8	31,954		Step 8	32,274	Step 8	32,597
Step 9	32,594		Step 9	32,920	Step 9	33,249
Step 10	33,245		Step 10	33,578	Step 10	33,913
Step 11	33,910		Step 11	34,249	Step 11	34,591
Step 12	34,588		Step 12	34,934	Step 12	35,284
Step 13	35,280		Step 13	35,633	Step 13	35,989
Step 14	35,985		Step 14	36,345	Step 14	36,709
Step 15	36,705		Step 15	37,072	Step 15	37,443
Step 16	37,440		Step 16	37,814	Step 16	38,192
Step 17	38,188		Step 17	38,570	Step 17	38,956
Step 18	38,952		Step 18	39,341	Step 18	39,735
Step 19	39,731		Step 19	40,129	Step 19	40,530

INDEX

Administrative leave	26
Adoptive leave.....	30
Arbitration	17
Automobile insurance.....	33
Bereavement leave.....	32
Bulletin board	20
Compensatory time	6
conscientious objections.....	2
COPE deductions.....	41
Dependent Care Assistance Plan.....	40
Discharge	18
Disciplined.....	18
Domestic partner	26
Duration	43
Evaluation	34
Full-time employee.....	1
Grievances	17
Health & Welfare	25
Health and safety	33
Holidays.....	12
Job description	33
Jury duty	32
Labor Management Committee	42
Layoffs.....	20
Leaves of absence	35
Life Insurance Plan.....	25
Long-Term Disability	25
Management Rights	3
Maternity leave.....	30
MBTA	33
Meals.....	6
Mileage	33
No Lockout.....	20
No strikes	20
Non-Discrimination	41
Other Employment	25
Overtime	6
Paternity leave	30
Paychecks	41
Personal leave	15
Personnel file.....	34

Preamble	1
Introductory period	1
Recall	22
Recognition	1
Religious holidays	12
Retirement Plan	25
Sabbatical leave	15
Salaries	7
Sick leave	13
Sick Leave Bank	14
Subcontracting	22
Subpoenaed	32
Temporary Employee	1
Transfer	24
Union Security	2
Union Steward	19
Vacation	13
Work week	4