

Collective Bargaining Agreement

Between

Local 509, Service Employees International Union

And

The Walnut Street Center, Inc.

May 1, 2008 – April 30, 2011

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Article 1 - Preamble

Walnut Street Center is a private non-profit agency whose mission is to empower adults who have developmental disabilities to make meaningful life choices. The parties believe that an empowered workforce in an environment of mutual accountability is critical to achieve the above vision. Consistent with this mission, the parties agree to treat one another with dignity and respect at all times.

Article 2 - Recognition

1. The Collective Bargaining Unit. In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 1-RC-21957, Walnut Street Center (the "Employer" or "Agency") recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for: All full time and regular part-time and relief (using the Board's per diem standard, working an average of four hours per week), non-professional direct care employees, including direct care staff and case managers, employed by the Employer at the Somerville, Cambridge and Arlington locations, but excluding all other employees, maintenance employees, office clerical employees, confidential employees, professional employees, managerial employees, guards and supervisors, as defined in the Act.

2. Definitions. The terms "Employee" and "Employees" as used hereinafter in this Agreement shall refer only to individuals included within the bargaining unit as defined in this Article.

Article 3 - No Discrimination

1. General. Neither the Employer nor the Union shall discriminate against any Employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation, disability, marital status, veteran status, political belief, or because of membership in the Union or activities on behalf of the Union.

2. Sexual Harassment. The Employer and the Union agree that sexual harassment is unlawful and that neither the Employer nor the Union will tolerate sexual harassment in the workplace.

3. Affirmative Action. The parties agree to abide by applicable affirmative action contractual requirements or obligations under state or federal law, if any.

Article 4 - Discipline and Discharge

1. The Employer may discipline or discharge for just cause, Employees who have completed their probationary period. An Employee within his/her probationary period may be disciplined or discharged with or without just cause

at the sole discretion of the Employer, and without any recourse to the grievance and arbitration procedures under this Agreement.

2. The Union shall be given prompt notice of the suspension or termination of a bargaining unit member.

3. The Employer recognizes the right of an Employee who reasonably believes that an interview with a supervisor might result in discipline to request the presence of a Union representative at said interview (Weingarten Rights). The Employer will not intentionally schedule interviews so as to deprive any Employee of his/her Weingarten Rights.

4. The Employer in its discretion shall have the right to issue 'written reminders' to Employees, which shall not be subject to the grievance and arbitration procedures set forth in this Agreement. Written reminders are not disciplinary in nature but are for the purpose of communication. Written reminders may, but are not required to, precede formal disciplinary action.

Article 5 - Probationary Period

A newly hired Employee, or an Employee returning to the Employer after a break in service of one year or more, shall complete a probationary period of three (3) months of continuous employment. In the event that an Employee is absent during his/her probationary period, the period shall be extended by the number of days that the Employee is so absent.

Relief Employees shall complete a probationary period of a minimum of three months and to last 300 hours worked, or six months, whichever comes first. Further, a relief Employee assuming regular Employee status shall serve an additional probationary period equal to sixty (60) days.

The probationary period of any Employee may be extended by agreement of the parties provided that the probationary period and any extension thereof shall not exceed a total of six (6) months (or for relief staff an additional 300 hours).

An Employee may be disciplined or discharged during his/her probationary period with or without just cause at the sole discretion of the Employer, and without any recourse to the grievance and arbitration procedures under this Agreement. Nothing in this paragraph is intended to limit the rights of any Employee to file a complaint with the appropriate state or federal governmental agency alleging unlawful employment discrimination.

Article 6 - Promotions / Probationary Period

Existing bargaining unit Employees who are promoted to a new position in the bargaining unit, other than relief staff assuming regular Employee status, shall be given a three (3) month probationary period in which to demonstrate their ability

to perform the requirements of the new job. If they have not performed the job in a satisfactory manner during this trial period, as determined in the discretion of the Employer, the Employee may: (1) be given a second trial period, (2) be returned to their former position if a vacancy exists there, or (3) be laid off and placed on a recall list for twelve (12) months, eligible for vacancies which may arise in their previous position.

Progressions which shall not be deemed "promotions" within the meaning of this Article are: (1) progressions within the CSW rankings, for example changing from CSW3 to CSW4; and (2) relief staff assuming regular Employee status (such progressions are addressed separately in the Probationary Period Article of this Agreement).

Article 7 - Management Rights

Except as clearly and specifically limited by an express provision of this Agreement, the Employer reserves and retains, solely and exclusively, its rights to manage and operate its business and direct its workforce and establish staffing levels in accordance with its own judgment, business needs and discretion. These management rights shall include, but are not limited to, the right to discontinue processes, operations or services, or to discontinue their performance by Employees of The Employer; to transfer or subcontract an operation, service, process or portion of the business, or any part thereof; to institute, continue, maintain, revise, or alter company rules, work rules, policies, practices or, procedures or other rules in connection with the operating of the business, including but not limited to rules regarding job performance, consumer care, operation procedures, conduct and duties of Employees; to determine, maintain, institute, change, revise or discontinue the types of operations or services, and the methods, processes, materials and equipment to be employed; to assign, transfer or reassign the performance of such processes, operations or services; to determine the quality of work to be performed, who shall perform it, including the determination of job qualifications, and the location where such work shall be performed; to determine and redetermine job content and establish, expand, reduce, alter, combine, consolidate, abolish or discontinue any job classification, to hire Employees of its own selection; to rehire, promote, transfer, train, lay-off; recall, to discharge or otherwise discipline Employees; to require the maintenance of discipline, order and efficiency; to establish and otherwise determine and change hours of work and work schedules, and assignment of overtime; to increase or decrease the workforce; to establish and maintain workforce performance standards; to close a facility or department wholly or in part; and to increase or decrease operations or services. The foregoing enumeration of management prerogatives shall not be deemed to be all inclusive, but shall merely indicate the type of rights which shall belong to and are inherent in the management of the Employer. Neither the failure of the Employer to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting management's discretion in any manner.

Article 8 - Hours of Work

1. **Workweek.** The payroll week shall begin Sunday at 12:00 AM and end the following Sunday at 12:00 AM. The Employer shall assign a work schedule to each Employee at the time of his or her hire. Such schedule may require rotation of or varying work days or work hours. The Employer may from time to time establish a different work schedule for any Employee when required by the needs of the individuals served. Before instituting any such changes in work schedule, the Employer will give due consideration to the convenience of the Employee(s) involved by discussing the anticipated change with the Employee(s) involved. Employees shall be given at least 2 weeks notice of changes in their work schedules, absent emergency. If the Employee is not satisfied with the change in work schedule, the Employer upon request will bargain in good faith with the Union concerning the change. The Employer and the Union will endeavor to conduct any such bargaining prior to the implementation of the change, however the Employer may if necessary implement such a change, subject to any subsequent bargaining.

2. **Overtime and Extra Shifts.** An Employee shall receive one and one-half his/her straight time hourly rate for all hours actually worked in excess of 40 hours per week. There shall be no pyramiding of overtime. When filling shifts, the Employer may determine in its discretion whether a shift will be filled by relief staff, part-time staff, or by regular staff incurring overtime hours. Subject to such discretion, overtime, or any extra available shifts, shall be distributed equitably and impartially first among Employees who regularly work in the program where the overtime or extra shifts are needed and secondly among all other Employees. All Employees interested in filling open shifts shall so advise the Employer in writing and shall indicate the sites, times of day and days of week they are available. The Employer will post in each program the list of employees who regularly work at that program who have indicated their available times to work overtime or extra shifts. Such postings shall include the days and times employees have identified as being available for overtime or extra shifts. The Employer will endeavor to fill open shifts from available qualified persons on the list. In selecting an Employee to fill a shift, the Employer may consider an Employee's possession of certifications, and his/her ability to perform necessary job functions on the shift. Employees may be removed from the list for a period of up to two months for repeated failure to cover shifts they have previously agreed to cover. The remedy for failing to distribute overtime in accordance with the provisions of this Article shall be through future overtime assignments. In the event that an Employee whose time off request has been approved and for whom coverage has been found requests to reclaim a shift with less than one week's notice, the Employer may deny such request.

3. **Coverage.** It is the responsibility of the Employer to schedule such coverage as the Employer may determine necessary for any Employee absence.

4. **Emergency Coverage.** Reasonable good faith efforts will be made to avoid involuntary overtime as a result of forced stays. In the event that being forced to work involuntary overtime would cause serious, immediate danger to a third party

for whom the Employee owes a duty of care, the Employee will notify his/her supervisor who will make every effort to find replacement coverage as soon as possible, including but not limited to temporarily reassigning an Employee from another program.

Article 9 - Health and Safety

1. Health and Safety. The Employer agrees to provide a safe and healthful work environment for all Employees. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.
2. Committee. There shall be a joint Health and Safety Committee consisting of members chosen by the Employer and the Union. The purpose of the Committee shall be to identify and investigate health and safety hazards and preventative measures. Additionally, the committee shall monitor on-going health and safety programs to assure their effectiveness in preventing hazardous working conditions. The committee shall make recommendations to correct health and safety hazards. The committee shall meet approximately quarterly at mutually agreeable times. Employees serving on the safety committee shall be compensated at their regular rate of pay for attendance at safety committee meetings, up to a maximum of two (2) hours of meeting time unless the time for the meeting is extended beyond two hours by mutual agreement of the Employer and the Union.

Article 10- Vacancies, Postings and Selection

1. Posting. Whenever a vacancy in a bargaining unit position occurs which the Employer determines will be filled or there are permanent hours of bargaining unit work which the Employer determines will be filled, a notice of such vacancy shall be posted at a prominent location within each program or house within the Agency and on the Employer's website, for a period of 15 consecutive days. Notwithstanding the above, if Employees within the same house or program voluntarily agree to switch all or part of their schedules and such switch is approved by their supervisor, the posting requirement shall not apply.

The notice shall include: a) job title; b) description of job duties and responsibilities; c) wage rate; d) job qualifications and requirements; e) job site; f) shift and days off and g) date when notice was posted. Any Employee interested in the vacancy shall apply to Human Resources within the appropriate 15 day posting period or, if the position remains unfilled after the posting period, until the position is filled.

2. Selection for positions in the same or lower job title within the same program. When Employees apply for posted positions or hours of work in their current or in a lower job title within their current program, and when the Employer determines to fill such positions, the Employee who regularly works in that program with the most seniority within that house or program shall be awarded the position, provided that he/she has the necessary qualifications and provided that the Employer may consider the Employee's disciplinary record if relevant or if the

Employee has received more than 2 disciplinary actions in the past year. If no applicant who regularly works within the program applies within the 15 day posting period, then the Employee with the most seniority shall be awarded the position provided that he/she has the necessary qualifications. If no Employees apply for the posted position with the necessary qualifications then the Employer may hire from the outside.

3. Selection for positions in a higher job title or different program. When the Employer determines to fill a permanent vacancy in a bargaining unit position, the Employer shall make its decision on the basis of the following factors: relevant experience, relevant education, qualifications, seniority, training, disciplinary record and job performance. If two or more applicants are approximately equal with respect to these factors, the Employer shall award the position to the Employee with the greatest seniority. An Employee who is denied a position shall receive a reason for the denial in writing.

4. Relief to regular status.

(a) Relief Staff Applying for a Posted Position. Regular staff will have priority over relief staff if both are applying for a posted position. Provided, however, that where a relief staff person regularly works in the program to which they are applying and where no other regular staff applicant regularly works in the program, the relief staff person will be considered on an equal footing with other applicants, and the employer shall make its decision on the basis of the factors set forth in section 3.

(b) Conversion of Relief Hours to Regular Hours. Notwithstanding the foregoing, if the Employer is converting a full-time or near full-time complement of hours currently held by a relief staff member into a regular scheduled position, the Employer may, if agreed to by both the Union and the Employer, fill the position by giving priority to the incumbent relief staff member. Absent such agreement, the position will be posted in accordance with section 1 of this Article and the Employer will fill the position based on the factors set forth in section 2 with the relief staff member being considered on an equal footing with other applicants.”

Article 11 - Grievance Procedure and Arbitration

1. Grievance Procedure. Only grievances as defined in this Article are subject to the grievance and arbitration procedure. A Grievance shall be defined as any dispute during the term of this Agreement which involves the interpretation and application of any of the provisions of this Agreement. The grievance and arbitration procedure provided for herein shall be the exclusive procedure for the resolution of such disputes.

2. Informal Adjustments. The parties recognize that day-to-day problems affecting Employees may be discussed and resolved between the Employee and the Employee’s immediate supervisor. Such informal adjustments are encouraged, but no such adjustment shall be inconsistent

with the terms of this Agreement. Except as the Employer and the Union agree in writing, such adjustments shall not establish a precedent for the resolution of any other or similar problems between any Employee and the Employer. Except as the Employer and the Union agree in writing, whether or not such informal discussions take place shall have no effect on the time limits set forth below.

3. Grievance and Arbitration Procedure. All grievances shall be subject to resolution in the manner set forth below. In addition, upon mutual agreement of the parties, any grievance may be submitted to FMCS “grievance mediation” or other third party mediator.

Step 1: The aggrieved Employee, and/or his/her Union steward and/or representative, shall submit the grievance in writing to the aggrieved Employee’s supervisor within fifteen (15) calendar days following the event forming the basis for the grievance or following the time when the Employee first knew or reasonably should have been aware of the event forming the basis for the grievance. The grievance shall state the specific provision(s) of the Agreement alleged to have been violated, the facts on which the grievance is based, and the remedy sought. The grievance shall be signed by the aggrieved Employee and/or the Union steward and/or Union representative and may be presented on an agreed-upon form. The supervisor and/or designee will meet with the aggrieved Employee and discuss the matter and will give her or his answer in writing within ten (10) calendar days after the initial presentation of the written grievance. The Union steward and/or a representative of the Union may be present at the discussion of the grievance at this step.

Step 2: If the Step 1 answer is not satisfactory, the aggrieved Employee or the Union may, within 14 calendar days after receipt of such answer, submit the grievance in writing to the Executive Director. The Executive Director, and or designee, will meet with the aggrieved Employee and discuss the matter and will give his or her answer in writing within 7 calendar days after the grievance has been referred to him or her. The Union steward and/or a representative of the Union may be present at the discussion of the grievance at this step.

Step 3: (a) If the Union is not satisfied with the answer to the grievance at Step 2, the Union may refer the grievance to arbitration by submitting the grievance to the American Arbitration Association in accordance with its usual rules and procedures then obtaining for labor arbitrations, provided that a written Demand for Arbitration is filed by the Union with the American Arbitration Association, with a copy being furnished to the Executive Director of the Employer, within thirty (30) calendar days after the Union ‘s receipt of the answer at Step 2. Nothing in the above shall prevent the Employer and the Union, within the thirty (30) day period, from selecting an arbitrator by mutual agreement. Should any proceeding involving the subject matter of the arbitration become, at any time prior to the Arbitrator’s decision, the subject of any complaint, charge or suit in any court or before any state or federal agency, then said grievance, or any arbitration decision rendered thereon, may at the option of the Employer, be declared null and void.

4. Grievances beginning at Step 2. In the case of a grievance protesting the discharge of an Employee, or a grievance affecting a class of Employees, Step 1 will be omitted and such grievance shall be referred directly to Step 2 by submitting the grievance in writing to the Executive Director within fifteen (15) calendar days following the event forming the basis of the grievance or following the time when the aggrieved Employee first knew or reasonably should have been aware of the event forming the basis for the grievance. When submitting a class grievance to the Executive Director, the Union shall furnish a list of the names of all Employees alleged to be aggrieved, where practical given the nature of the grievance and without waiving any rights with respect to unknown class members.

A grievance on behalf of the Employer may be presented initially at Step 2 in accordance with this Article. Such grievance shall be submitted in writing to the Union's Private Sector Team Leader or her designee within fifteen (15) calendar days following the event forming the basis of the grievance or following the time when the Employer first knew or reasonably should have been aware of the event forming the basis for the grievance. If the grievance is not resolved within seven (7) calendar days after the grievance has been presented at Step 2, it may be submitted to arbitration in accordance with this Article.

5. Arbitrator's Function and Authority. The function of the arbitrator is to determine the interpretation and application of provisions of this Agreement to the grievance as submitted in accordance with Section 3. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power directly or indirectly to award or determine, any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement. The arbitrator shall be bound by the principle that there are no restrictions intended on the rights or authority of the Employer other than those expressly set forth in this Agreement.

6. Effect of Arbitrator's Decision. The award of the arbitrator on any grievance properly submitted to him/her hereunder, if within the scope of his or her authority and power, shall be final and binding upon the Employer, the Union and the aggrieved Employee(s).

7. Rules. Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations, except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern.

8. Expenses. The administration fees of the American Arbitration Association, the fees and expenses of the arbitrator and any fees associated with providing space for the holding of hearings, shall be shared equally by the parties.

9. Time Limits. The time limits provided for herein are mandatory. Any waiver or extension thereof must be in writing and signed by an authorized representative of both parties. If a grievance is fully resolved or if it is not presented in writing or advanced to the next step of the grievance and arbitration procedure within the time limits provided for herein, it shall be considered closed and settled on the basis of the most recent response, if any. If an answer is not given within said time limits, the grievance shall be deemed denied on the date that such answer was due and the grievance may then be referred to the next step, but the time limit to advance the grievance to the next step shall not begin to run until the answer is given.

10. Grievance Meetings, Scheduling. Grievance meetings shall be held at a time convenient to both parties. When grievance meetings take place during an Employee's work time, the Employer will pay for time actually and necessarily lost by the aggrieved Employee involved in the grievance meeting.

Article 12 - Personnel Files

Upon written request of an Employee to Human Resources, the Employee shall be permitted to examine his/her personnel file as soon as is practicable consistent with the availability and work load of Human Resources staff, but in any case within three (3) business days. The review shall take place at the Human Resource Office during normal business hours. An Employee shall be given a copy of his or her personnel file (or requested portions thereof) as soon as is practicable consistent with the availability and work load of Human Resources staff, but in any case within five (5) business days of a written request for such copy.

An Employee shall have the right to comment, in writing, on anything placed in his/her personnel file. Employees shall receive a copy of any evaluations, disciplinary notices or any descriptions of their performance that are placed in their personnel file. An employee may not file a grievance seeking to amend, redact, alter, or otherwise challenge the wording or contents of such documentation. Provided, however, that nothing in this provision is intended to limit the right of Employees to grieve disciplinary determinations, to the extent set forth elsewhere in this Agreement.

Article 13 - Pay

1. Effective 7/1/08 (before the application of any funds from the state for salary increases - so-called "salary reserve") all bargaining unit Employees shall be paid according to the following wage schedule (except as described in section 4 below):

Wage Schedule

csw 1	\$8.02
csw 2	\$9.47
csw 3	\$11.13
csw 4	\$12.56
relief awake	\$9.47
relief asleep	\$8.00
case managers	\$14.40

2. Whenever the Employer receives new funds from the state for salary increases, such as the so-called "Salary Reserves", all employees, whom do not meet the State's salary threshold, shall receive a raise equal to the amount of the raise provided by the state (so-called "salary reserve") retroactive based on all hours worked to the previous July 1st. This raise shall be implemented upon the Employer's receipt of the funds for raises provided by the state (so-called "salary reserve") and the wage schedule shall be increased accordingly.

3. Effective 7/1/09 all Employees shall receive a 1% pay increase and the wage schedule shall be increased accordingly. In addition, Employees shall receive raises resulting from funds for state salary increases (such as the so-called "salary reserve"), if any, pursuant to section 2 above and the wage schedule shall be increased accordingly.

4. Any current bargaining unit Employee earning more than the applicable wage rate set forth above, including any increases to such applicable rate during the term of this Agreement, will continue to be paid at his/her higher rate of pay.

5. Employees shall be provided monthly notification of their accrued paid leave including sick leave, vacation leave, and personal leave. Such notification shall be posted or placed in the staff communication log at each location for staff to review.

Article 13A - Quality Care Fund Payments

In the event the Commonwealth appropriates additional funds for pay increases for employees who participate in trainings, so-called Quality Care payments, the employer will distribute the funds in accordance with legislative requirements. To the extent distribution of such funds is discretionary, the parties agree to bargain over such discretionary distribution and related training requirements. Provided, however, that the purpose of this section and of any bargaining hereunder is solely to allow the employer and its staff to take advantage of additional funds that are actually awarded by the state in the form of Quality Care payments. The employer shall not be required to bargain about wages generally, except as otherwise set forth in this Agreement, nor shall the employer be required to undertake or bargain about any training which results in increased costs, nor

forego other funding in order to obtain Quality Care payments. The employer shall have no obligations whatsoever under this section unless and until the appropriation of Quality Care funds and the availability of such funds for Walnut Street Center are a certainty. The no-strike provisions of this Agreement shall remain in full force and effect during any bargaining under this section.

Article 14 - Transportation

Employees who are required or approved to use their own vehicle during work hours and for work purposes are entitled to mileage reimbursement at 35 cents/mile for business miles driven. Effective 7/1/09, the mileage reimbursement rate will increase to 45 cents/mile. Forms are available in the Accounting office and must be signed by the Employee's supervisor and department director before reimbursement can be made.

Article 15 - Health Insurance

The Employer agrees to continue offering health insurance coverage at the same contribution rates as presently exist. The terms of any such plan are not incorporated by reference herein. For each Employee who normally is scheduled to work thirty (30) hours or more per week, not including relief Employees, the Employer shall pay 70% of the individual premium and the Employee shall pay 30%. For each Employee who normally is scheduled to work thirty (30) hours or more per week, not including relief Employees, the Employer shall pay 73% of the family premium and the Employee shall pay 27%. The Employer shall have the right to change the current plan if such change would be more beneficial to all of the Employees of the Employer. Any such change will not discriminate against Employees in the bargaining unit. The Employer would notify the Union of such change.

Article 16 - Dental Insurance

The Employer agrees to continue offering dental insurance at the same contribution rates as presently exist. The terms of any dental plan are not incorporated by reference herein. For each Employee who normally is scheduled to work thirty (30) hours or more per week, not including Relief staff, the Employer shall pay the following percentage of premiums:

Contribution of Dental Insurance Paid by the Employer	
Plan/Coverage	Employer share of premium
Delta Dental Premier	
Individual Coverage	\$22.00 per month
Family Coverage	\$55.00 per month
Delta Dental Care (including	

orthodontia benefit)	
Individual Coverage	\$22.00 per month
Family Coverage	\$55.00 per month

The Employer shall have the right to change its current dental insurance plan if such change would be more beneficial to all of the Employees of the Employer. Any such change will not discriminate against Employees in the bargaining unit. The Employer would notify the Union of such change.

Article 17 - Other Insurances

1. Life Insurance. The Employer will continue to offer group Life insurance to Employees normally scheduled to work thirty (30) hours or more per week, not including Relief staff, with a minimum benefit of \$20,000 (or one (1) times an Employee's annual salary, whichever is greater) with a maximum of \$35,000. The Employer shall pay the full premium for life insurance.

2. Long Term Disability Insurance. The Employer will continue to offer Long Term Disability Insurance to Employees normally scheduled to work thirty (30) hours or more per week, not including Relief staff. Such insurance shall be provided to Employees on the same conditions as in effect on the effective date of this Agreement or a mutually approved substitute plan. The Employer shall pay the full premium for Long Term Disability Insurance.

3. Short Term Disability Insurance. The Employer will continue to offer short Term Disability Insurance to Employees normally scheduled to work twenty (20) hours or more per week, not including Relief staff. Each Employee choosing to enroll shall pay 100% of the premium cost.

4. Employee Assistance Program. The Employer shall continue to make available a referral service for Employees scheduled to work thirty (30) hours or more a week, not including Relief staff, needing assistance with personal issues at no cost to the Employee.

Article 18 - Tuition Reimbursement

1. The Employer shall reimburse eligible Employees up to \$2,000 in tuition costs per year, subject to the limitations below. Employees with more than one year of service and who have worked a regular schedule of at least 40 hours per week, not including Relief staff, will be eligible for such reimbursement. Eligible staff may take courses in any field at any accredited institution. Approval for reimbursement must be obtained by the Employee in advance of taking the course. A grade of a "C" or above or a "Pass" is necessary to receive reimbursement.

2. The Employer has allocated a maximum of \$20,000 in total per fiscal year towards this benefit, for all Employees of the Agency. The Union will be notified once the cap is reached. After the cap is reached, there will be no further

obligation to provide tuition reimbursement until the following fiscal year. After the fiscal 2007 funds have been allocated, at the request of the Union the Employer will provide information about how the funds were allocated.

3. Employees may participate in the state's tuition remission program if they are eligible in accordance with the state issued guidelines for that program.

Article 19 - Tax Sheltered Annuity

The Employer shall continue to offer a tax-sheltered annuity plan (401K) through the payroll system that allows Employees to save for retirement. All Employees working a regular schedule of twenty or more hours per workweek for three consecutive months or more in an eligible position (not relief staff) may participate in this benefit. The Employer has made no commitment to make contributions to this plan during the contract term. However, the Employer may continue to make contributions to this plan at its sole discretion.

Article 20 - Sick Time

1. Employees who are regularly scheduled for at least 20 hours per week (excluding relief) are eligible for paid sick time. This time will be accrued each pay period based on the number of hours worked each pay period up to 80 hours per pay period. The maximum total sick time accrued per year will be 96 hours. The time will be accrued at a rate of 3.69 hours per pay period, assuming 26 pay periods and assuming a full 80 hours of work each pay period. Time will be pro-rated for eligible Employees paid below 80 hours in any given pay period.

Employees may carry no more than 684 hours of sick time at any given time. No additional time shall accrue once the maximum limit is reached. Provided, however, that Employees who have accrued more than the maximum hours of sick time as of the date of ratification of this Agreement may continue to accrue sick time. Once such Employee's sick time accrual falls below 684 hours then they become subject to the maximum 684-hour maximum accrual limit.

An Employee hired into a regular, sick time eligible position will begin accruing sick time immediately.

2. No payment will be made in lieu of accrued sick time (i.e., no "pay-out" of sick time) except as follows: An Employee who has completed 10 years of service with the Agency in an eligible position will receive a pay out of 10% of their remaining sick time accrual upon voluntary separation from employment or upon transfer to a position not eligible for sick time.

3. An Employee may only use sick time when he/she is unable to attend work due to personal illness or injury or when attending medical appointments that can only be scheduled during work hours. Sick time may also be used for illness in an Employee's immediate family. Immediate family is defined as: grandparent, mother, father, son, daughter, husband, wife, domestic partner or a legal dependent.

4. During illness, an Employee must call his/her supervisor, directly, in advance, to report the absence including the length of the absence. Daily notice is required, except to the extent that the Employee has previously notified the supervisor that the absence will be for multiple days and such multi-day absence has been approved. Residential staff working the daytime shift are required to report absences at least two hours in advance. For evening shifts, the absence must be reported by 11am. For overnight shifts, the absence must be reported by 4pm. to allow sufficient time to arrange for coverage. The Employee may contact his/her supervisor via beeper or cell phone, or as otherwise directed by the supervisor. Day Program staff are required to call the program coordinator at least one hour prior to the start of their shift. When it is not possible to give the expected notification, which for purposes of this section shall mean a true emergency situation or unanticipated event outside the Employee's control which prevents the required notice, an Employee's immediate supervisor must be notified as soon as possible. Failure to comply with this section may result in denial of paid sick leave and/or disciplinary action.

5. The Employer reserves the right, as a condition to the granting of sick leave with pay, to require medical evidence verifying the illness, including a health care provider's certificate: (1) after the third (3rd) occurrence in a 3-month period, or (2) after three consecutive days of illness, or (3) after a pattern of abuse including, but not limited to, repeated use of sick days on Mondays or Fridays, etc. or (4) whenever there is a reasonable basis to question the existence of an illness, or a need to authenticate or clarify its nature or extent.

When an Employee has been out sick for one week or more, a physician's report verifying the Employee's illness and ability to return to work is required.

6. If the Employer has reason to believe that an Employee is not fit to return to duty due to illness or injury, then the Employer may require medical evidence from the Employee's health care provider attesting to the Employee's fitness to resume his/her duties without jeopardizing the health or safety of the Employee, individuals served, or other Employees. In the event there is a good faith doubt about the medical evidence provided, the Employer may request authentication or clarification from the health care provider, and/or a second opinion at the Employer's expense from a different provider satisfactory to the Employer.

7. In the event that a holiday occurs while an Employee is on paid sick leave, the holiday will not be charged against accrued sick leave.

8. In the event that an Employee receives workers' compensation benefits for a period of time lost due to illness or injury, the sick leave payments for such period shall be reduced by the amount of such workers' compensation benefits.

Article 21 - Personal Time

Employees who are regularly scheduled for at least 40 hours per week (excluding relief) are eligible for paid personal time. Effective 7/1/09, employees with five years of service with the agency, who are regularly scheduled to work at

least 35 hours per week, shall be eligible for personal time on a prorated basis. The amount of time credited is based on seniority in an eligible position only and is credited according to the following schedule:

Amount of seniority in an eligible position	Personal Time Credited
6 th month anniversary	8 hours
12 month anniversary	24 hours
24 month anniversary	40 hours

Following their twenty-four month (2 year) anniversary, full time Employees will receive forty hours of personal time upon completion of each consecutive twelve months of employment in an eligible position. Personal time must be used by the time of next credit, i.e. it cannot be carried over, and will not be paid out in lieu of usage. Personal time can be used at the discretion of the Employee. It must be requested at least one day in advance of the time desired. Approval shall take into account the wishes of the Employee and the needs of the Employer, and shall not be unreasonably denied.

Unused personal time will not be compensated for upon voluntary or involuntary termination of employment.

Article 22 - Vacation

1. Employees in a benefit eligible position (i.e., not relief staff) who are regularly scheduled for at least 20 hours per week are eligible for paid vacation time. This time will be accrued each pay period based on the number of hours worked each pay period up to 80 hours per pay period. The time will be accrued each of the 26 pay periods as follows, assuming an 80 hour pay period:

- 80 hours maximum annual accrual for years 1-2;
- 120 hours maximum annual accrual for years 3-9;
- 160 hours maximum annual accrual for 10+ years.

Time will be pro-rated for Employees working below 80 hours per pay period. Employees may carry no more than twice their applicable maximum annual accrual limit at any given time. No additional time shall accrue once the maximum limit is reached.

An Employee who is newly hired or placed into a regular, vacation time eligible position will not begin to accrue vacation time until the Employee's probationary period is successfully completed. However, upon the successful completion of the probationary period the Employee will receive a lump sum vacation time allotment in an amount equal to the amount of accrual the Employee would have

received had accrual taken place during the probationary period. Thereafter, the Employee shall continue to accrue vacation at the applicable pay period rate.

Notwithstanding the above provisions regarding accrual, after one year of vacation eligibility with the Agency an eligible Employee will be advanced, or loaned, his / her full yearly allotment of vacation time on the anniversary date of eligibility (or for Employees hired before January 1, 2000, on July 1 of each year). For an Employee in his/her first year of eligibility, after completing four (4) months of employment the Employee will be advanced or loaned his/her vacation accrual for the next two months; i.e., after completing four months of employment the Employee, through both accrual and advancement, will be eligible to use half the yearly allotment of vacation time (40 hours). Similarly, for an Employee in his/her first year of eligibility, after completing six (6) months of employment the Employee will be advanced or loaned his/her vacation accrual for the rest of the year; i.e., after completing six months of employment the Employee, through accrual and advancement, will be eligible to access the second half of the yearly allotment of vacation time (40 hours).

Any Employee who uses advanced vacation time and who separates, voluntarily or involuntarily, from employment prior to actually accruing sufficient vacation time to cover their advanced usage, shall repay the deficit to the Agency. Employees hereby authorize the Agency to deduct any such deficits from their final paycheck. Only unused vacation time that is actually accrued (i.e., not "advanced" time) shall be paid out upon separation.

2. Vacation time must be requested in writing to the Employee's immediate supervisor. Requests for more than one (1) consecutive day must be made at least two calendar weeks in advance. Supervisors shall promptly respond to vacation requests. Vacation approval shall take into account the wishes of the Employee and the needs of the Employer. Vacation requests shall not be unreasonably denied.

3. Employees on approved paid leave will continue to accrue vacation time.

4. Upon separation from employment for any reason, or upon transfer or demotion to a position which is not eligible for vacation time, an Employee will be paid out any accrued unused vacation time, up to the maximum accrual limit.

Article 23 - Holidays and Holiday Time

Full-time Employees receive eight hours of paid holiday time for each holiday listed below. Part-time Employees working a regular schedule of twenty or more hours per workweek earn holiday time in proportion to regular hours worked. Relief staff are not eligible for Holiday time / pay.

Eligible Employees are entitled to the following eleven holidays, even if the holiday does not fall on a scheduled work day:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day (observed the day after Thanksgiving)
Patriot's Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Eligible Employees who work on the holiday, or those credited with holiday time, may elect to use their holiday time on another scheduled day within the pay period that the holiday occurs. The length of the substitute shift must be equal to or less than the amount of holiday time credited. Unused holiday time will be compensated for in the Employee's paycheck immediately following the holiday.

An Employee who is absent without prior approval on both their scheduled work day before and after the holiday is not entitled to paid holiday time.

Article 24 - Leaves of Absence

1. Application Procedure. Except as otherwise provided, a leave of absence must be requested in writing and whenever practicable no less than thirty (30) days in advance of the requested leave. An Employee shall accrue seniority while he/she is on an approved leave of absence but shall not accrue benefits.
2. Family and Medical Leave/Small Necessities Leave/Maternity Leave. The Employer will provide leave for eligible Employees in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), the Massachusetts Small Necessities Leave Act (SNLA) and the Massachusetts Maternity Leave Statute. An Employee must apply any applicable accrued time to such leaves, provided, however, that at the Employee's request up to one week of vacation time and/or up to one week of sick time may be retained by the Employee and not applied to the leave.

In accordance with the 2008 changes in the law, an eligible employee may also be able to take FMLA leave in connection with certain situations related to military service: (a) an eligible employee may take up to 26 weeks of leave during a single 12-month period to care for a covered family member who has suffered a qualifying injury or illness in the line of active duty in the Armed Forces; and (b) an eligible employee may take up to 12 weeks of leave during a 12-month period in connection with a 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan.

The following summary of reasons for FMLA / SNLA / Maternity Leave is intended as a guide for Employees. Notwithstanding this summary, the Employer's obligation will be governed only by applicable law, whose terms shall take precedence over any description in this contract.

Summary of FMLA Benefits

An eligible Employee is entitled to take up to 12 weeks of unpaid leave per year (i.e., per 12 month rolling period) under the FMLA for one or more of the following reasons:

- birth of a son or daughter and care for the newborn son or daughter;
- placement with the Employee of a son or daughter for adoption or foster care;
- care for the 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.

Medical certification by a health care provider will be required for leaves involving a serious health condition. An Employee on FMLA leave will continue to receive paid health insurance benefits during the leave, if he/she was already receiving such benefits prior to the leave (i.e., the Employer and Employee continue to pay their share of premiums during the leave).

Summary of SNLA Benefits

The Small Necessities Leave Act permits eligible Employees to take up to 24 hours of unpaid leave per year (i.e., per 12-month rolling period) in order to:

- Participate in school activities directly related to the educational advancement of a son or daughter of the Employee, such as a parent-teacher conference or interviewing for a new school;
- Accompany a son or daughter of the Employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- Accompany an elderly relative (i.e., at least age 60) of the Employee to routine medical or dental appointments or appointments for other professional services relating to the elder's care, such as interviewing at nursing or group homes.

The 24 hours of leave may be taken on an intermittent basis (e.g., 2 hours to attend a parent-teacher conference), in minimum increments of one-hour. An Employee is required to provide his/her supervisor with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the Employee is required to provide notice of the leave as soon as practicable.

Summary of Maternity Leave Benefits

A female Employee who has completed her probationary period is eligible to take

eight (8) weeks of unpaid maternity leave under the Massachusetts Maternity Leave Act for the purpose of:

1. giving birth; or
2. adopting a child under the age of 18; or
3. adopting a child under the age of 23, if the child is mentally or physically disabled

The Employee must provide at least two weeks' notice to her supervisor of her anticipated date of departure and intention to return.

Note: If a female Employee is also eligible for maternity leave under the FMLA, the two leaves will normally run concurrently (i.e., the Employee receives a total of 12 weeks of maternity leave).

3. Worker's Compensation Leave. An unpaid leave of absence not exceeding one year shall be granted to an Employee who is prevented from working for the Employer because of an injury suffered in the course of his/her employment with the Employer, for which benefits are received under the Massachusetts workers' compensation laws. An Employee on leave under this section shall continue to receive the Employer's contribution to the cost of his/her health and dental insurance benefits, if the Employee was receiving such benefits prior to the leave, for a period of three (3) months. This three month period shall run concurrently with the FMLA where FMLA leave applies. Periodic medical verification of the need for continued leave may be required by the Employer.

4. Military Leave. Employees shall be granted military leave in accordance with applicable law.

5. Other Leaves Without Pay. Unpaid leaves of absence may be granted in special circumstances at the sole discretion of the Employer. Approval will be verified by prior written authorization of the Employer.

6. Return from Leave. An Employee returning from a leave of absence under sections one through four of this Article shall be returned to the position he/she occupied before the leave, or an equivalent position (i.e., same classification, number of hours, pay, benefits and working conditions, substantially similar duties and responsibilities). Provided, however, that the Employee remains qualified to perform the essential functions of his/her position, and provided further that an Employee returning from leave shall have no greater rights than if he/she had not taken leave at all. Leave granted under section five of this Article may be contingent upon different return-to-work rights.

7. Fitness for duty. If the Employer has reason to believe that an Employee is not fit to return to duty following a leave of absence, then the Employer may

require medical evidence from the Employee's health care provider attesting to the Employee's fitness to resume his/her duties without jeopardizing the health or safety of the Employee, individuals served or other staff. In the event there is a good faith doubt about the medical evidence provided, the Employer may request authentication or clarification from the health care provider, and/or a second opinion at the Employer's expense from a different provider satisfactory to the Employer.

8. "Domestic Partner". For purposes of leaves of absences under this Article, a "domestic partner" shall be treated the same as a spouse. As used in this provision, a "domestic partner" is intended to mean a person with whom the Employee cohabitates and with whom the Employee shares a long-term romantic relationship and financial interdependence. Specifically, a "domestic partner:" (a) may be of the same or different sex as the Employee, (b) is unmarried to the Employee, (c) must be unrelated to the Employee, (d) must be legally of majority age and competent, (e) must be the Employee's sole domestic partner, (f) must be residing with the Employee at the time of the leave request and must have shared the same residence with the Employee for at least twelve (12) consecutive months with an intent to reside together indefinitely, and (g) is jointly responsible with the Employee for the common welfare and financial obligations incurred during the domestic relationship. Nothing in this provision shall be deemed to confer or imply any additional rights or benefits upon domestic partners or Employees outside leaves of absence under this Article (e.g., no entitlement to group health or dental coverage as a spouse).

9. Effect on Benefits. Except as otherwise expressly provided in this Article, an Employee on an unpaid leave of absence who wishes to maintain medical and dental insurance benefits must pay the full cost of coverage, making arrangements with the Employer to continue coverage and for timely payment of medical and dental insurance contributions in the manner specified by the Employer. An Employee will not earn accrued benefit time (e.g., sick, vacation, personal) during any unpaid leave of absence longer than one (1) week.

Article 25 - Fitness for Duty

If the Employer has reason to believe that an Employee is not fit to work due to illness or injury, then the Employer may require medical evidence from the Employee's health care provider attesting to the Employee's fitness to continue his/her duties without jeopardizing the health or safety of the Employee, individuals served or other staff. The Employer shall notify the Union of the request. In the event there is a good faith doubt about the medical evidence provided, the Employer may request authentication or clarification from the health care provider, and/or a second opinion at the Employer's expense from a different provider satisfactory to the Employer.

Article 26 - Bereavement Leave

An Employee working a regular schedule of twenty (20) or more hours per workweek shall be given leave with pay at his/her regular rate for up to thirty-two (32) hours (a maximum of four (4) consecutive workdays) in the event of a death in the family. Part-time Employees working a regular schedule of twenty (20) or more hours per workweek receive bereavement time in proportion to regular hours worked. The family shall be defined, for the purposes of this Article, as the Employee's: grandparent, mother, father, son, daughter, husband, wife, domestic partner, sibling or legal dependent. Additional time off may be granted at the Employer's discretion. Documented evidence of death may be requested by the Employer.

Article 27 - Jury Duty

Upon presenting a summons for jury duty to their supervisor, all Employees will be granted a leave of absence with pay on days when the Employee is scheduled to work and is performing jury duty.

Employees will be paid their regular wages during the first three days of jury duty. After the three-day period, the state pays jurors a daily stipend. The Agency will pay the Employee the difference between his/her regular pay and the daily stipend for the remainder of the leave. A certificate documenting completion of jury service must be submitted to Human Resources in order to qualify for paid leave.

Article 28 - Labor Management Committee

The Employer and the Union agree to form a Labor-Management Committee which shall include no more than four representatives of the Employer and four representatives of the Union, to discuss workplace matters affecting the parties. A reasonable number of additional representatives of the Union may attend provided that they are not on paid time during the meeting. A meeting may be requested by either party. Whenever possible, the requesting party will submit to the other party a list of items to be discussed at least seven (7) calendar days prior to the meeting. Meetings shall be held at mutually agreeable times and places.

The meetings shall be held on work time, where practicable to do so, but in any event meeting time shall be considered paid time. Unless mutually agreed to by both parties, such meetings shall not occur more frequently than every other month, nor shall any meeting last more than two (2) hours in duration. Such meetings shall not be for the purpose of initiating or continuing bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement, and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects of such meetings.

Article 29 - Maintenance of Properties

Employees shall not be required to perform skilled maintenance tasks, including, but not limited to plumbing, electrical, automotive. Employees are expected to perform routine housekeeping or maintenance duties including, but not limited to, sweeping, cleaning, changing linens, replacing light bulbs or batteries, maintaining cleanliness of Agency vehicle, etc.

It shall be the Employer's responsibility to shovel snow. Employees shall not be required to shovel snow, except for the purpose of maintaining ingress and egress to the residence. The Employer shall contract with an outside snow removal company to perform shoveling and plowing at its locations. In an emergency, for example where prolonged or heavy snow limits the effectiveness of the outside company's efforts, Employees may be required to clear access to every entrance and make passable sidewalks, pathways and/or fire escapes, as outlined in the individual house safety plan. Except on an emergency basis, Employees shall not be expected to move large furniture, heavy appliances, or similarly heavy objects from one location to another.

Employees may be required to assist individuals served by the program in activities including, but not limited to, gardening and lawn mowing if they are part of the individual's program.

Nothing in this provision is intended to limit the responsibility of Employees to perform the normal physical and lifting requirements of their job. The parties recognize that the safety and well-being of the individuals are paramount.

Article 30 - Job Descriptions

All Employees in the bargaining unit shall be provided with a copy of their job descriptions at the time they are hired, transferred or promoted, and upon request. These descriptions, however, are not part of this Agreement. It is recognized by the parties that occasional or minor changes in regular job duties may be necessary to meet the needs of the individuals being served and the operating needs of the Agency. Should the Employer wish to change, amend or in any way add to the current job descriptions, it shall give formal written notice to the Union representative of its desire to do so and upon request meet with the Union to negotiate the effect of any such changes to the extent required by law. Absent exigent circumstances, staff will be given thirty (30) days notice prior to the changes being implemented.

Article 31 - Seniority

1. Definition of Seniority. An Employee's seniority, unless otherwise defined elsewhere in this Agreement, shall be defined as being equal to his/her length of continuous employment with the Employer, unbroken by any of the reasons specified in Section 2. An Employee will acquire seniority from his/her date of hire upon completion of his/her probationary period.

2. Loss of Seniority. An Employee shall lose his/her seniority if he/she quits, retires, is terminated, or does not return from an approved leave of absence, and is not rehired into a bargaining unit position with the Employer within one (1) year. An Employee who separates from employment as set forth above and is rehired into a bargaining unit position with the Employer within a period of one (1) year from the date of separation shall have his or her former seniority restored.

Article 32 - Absence of Individuals We Serve

When the individuals served by an Employee are spending time at home with their families, on vacation or otherwise temporarily not in need of services from Employees, the Employer will endeavor to minimize the impact on the affected Employee. The Employee may, at his/her discretion, take time off either using paid leave (if sufficient paid leave is accrued) or unpaid leave. In the event that the Employee chooses not to take the time off, the Employer may, at its discretion offer the Employee:

- hours at a different site
- hours at their regular site
- alternative work duties

Every effort will be made to accommodate the schedules of the affected Employees, but the Employer cannot guarantee identical schedules. Further, the Employer and the Employee may agree on duties to be performed that are not in the Employee's job description, but the Employee will not be required to perform such alternate duties.

If the Employer cannot accommodate the full schedule of the affected Employee, and/or if the Employee is unwilling to work the alternate duties being offered, the Employee will be required to take either paid leave or unpaid time off. Provided, however, that an affected Employee will be guaranteed the opportunity to work an equivalent number of hours as their regular schedule for the first three (3) work days.

Article 33 - Mandatory Trainings

- a. All bargaining unit Employees will be required to participate in Agency training i.e. CPR, First Aid, NCI, and specific training related to the clinical needs of the individuals we serve, or as required by the Employer or regulatory agencies.
- b. The Employer reserves the right to determine which trainings are mandatory for each bargaining unit position. In the event that management determines to add to or change the mandatory trainings or certifications for a position the Employer shall notify the union and upon request negotiate over the impact of the change.

- c. All Employees who have completed the probationary period must maintain current and valid certification for all mandatory training requirements which require certification.
- d. All Employees are required to obtain recertification prior to the date of expiration of their certification. The Employer will provide notification of expiration dates monthly to Employees through residential and program managers. The expiration dates will be posted or placed in the staff communication log at each location for staff to review. However, it remains the responsibility of the Employee to ensure that she/he obtains recertification prior to the expiration date.
- e. In the case of First Aid, CPR and other mandatory training certifications, if an Employee is not recertified prior to the expiration of the certification, the Employee will be unable to work in any of the programs operated by the Employer which require such certification, and accordingly will not be paid, until recertification is obtained. Provided, however, that an Employee may be permitted to work an additional 30-day period beyond the expiration date if (a) such extension and continued active employment will not violate legal requirements, (b) the Employee has actively attempted to achieve certification prior to the expiration date, and (c) the Employee has made arrangements to become certified within the 30-day extension period.
- f. The Employee shall have a maximum of sixty (60) days, including any 30-day extension period, if applicable, to obtain recertification following expiration.
- g. As with the failure to attend any scheduled work shift, uncertified Employees who do not attend scheduled mandatory training or testing may be subject to disciplinary action up to and including discharge, consistent with the Discipline and Discharge Article of this Agreement. It is the Employer's responsibility to ensure that opportunities to attend mandatory training are available to Employees required to attend.
- h. Exceptions will be made if mandatory trainings are not available during the recertification period.
- i. Employees are expected to be on time for their scheduled trainings. An Employee who is late for a training may, at the trainer's discretion, be considered absent and not be allowed to attend.
- j. Employees must be enrolled for trainings through their supervisor. Employees not enrolled by their supervisor will not be allowed to attend the training.
- k. Generally, only a supervisor can cancel an Employee from a training. However, in the event an Employee discovers that he/she will be unable to attend a training (e.g., due to illness or emergency) the Employee must notify their supervisor in accordance with the policies that exist for cancellation of any scheduled shift.

- I. Employees shall be paid for time spent in attendance at mandatory trainings and other trainings as assigned.
- m. Employees shall be paid for a maximum of three (3) hours for trainings cancelled with less than twenty-four (24) hours notice.

Article 34 - Mandatory Trainings (MAP Certification)

All regular Employees (excluding relief staff) hired after the ratification of this Agreement are required to be Medication Administration Program Certified from 6 months of their date of hire. Provided, however, that a reasonable extension of the 6-month deadline will be permitted to an Employee who (a) has actively attempted to achieve certification within the 6-month period but failed the MAP certification test, and (b) has made arrangements to re-take the certification test.

The Employer will have the right to exempt Employees from the requirements of this provision on a case by case basis.

It is the Employer's responsibility to ensure that opportunities to attend mandatory training are available to Employees required to attend.

Such Employees who do not actively participate in MAP training and testing will be subject to discipline or termination of employment consistent with the Discipline and Discharge Article of this Agreement provided that trainings are available to Employees during their designated time frame for certification. The Employer will provide additional tutoring and/or training and work with the Employee to assist him/her in meeting the timeframe for certification.

The number of opportunities and/or attempts to attain MAP certification will be governed by the regulations and policies of the Medication Administration Program.

As with the failure to attend any scheduled work shift, uncertified Employees who do not attend scheduled MAP training or testing may be subject to disciplinary action up to and including discharge, consistent with the Discipline and Discharge Article of this Agreement.

Employees shall be paid for time spent in attendance at MAP trainings and testing. Employees shall be paid for a maximum of three (3) hours for trainings cancelled with less than twenty-four (24) hours notice.

Article 35 - Reduction in Force

1. Notice. In the event that the Employer decides that it is necessary to reduce its working force or reduce an Employee's regularly scheduled hours by more than six (6) hours per week (or six hours or less if such reduction would change the Employee's eligibility status for health insurance), it shall notify the Union of any such decision and upon request shall negotiate with the Union concerning the effects of the decision, to the extent required by law. The Employer shall

post at all Employer locations a notice announcing the need for layoffs or reduction in hours and the affected classification(s) and programs. Employees designated for layoff or reduction in hours shall receive at least four (4) weeks notice of such layoff or reduction in hours if practicable; if not practicable, Employees shall be notified as soon as practicable but in no case with less than two (2) weeks notice.

2. Volunteers. Any Employee within the affected classification(s) willing to accept voluntary layoff or reduction in hours shall notify the Employer of his/her desire to do so. In such a situation, if an individual scheduled for reduction is qualified to replace the volunteer, then the volunteer shall be slated for reduction instead, and the replacement shall become effective as soon as practicable.

3. Selection. Absent a contrary agreement between the Union and the Employer on how such reductions should take place, the order of layoff or reduction in hours within the program targeted for layoff or reduction in hours shall be as follows:

First, any volunteers, subject to the limitations above; and

Then, in reverse order of seniority, the least senior Employee(s) within the classification and the program affected by layoff.

The Employer may exempt from selection an Employee with unique and essential qualifications such as education, training, experience, skills, language or licensing.

4. Vacant Positions. An Employee designated for layoff shall have the opportunity to fill any vacant position in his/her job classification or any other position for which he or she is qualified. Such positions shall be filled in order of seniority.

5. Bumping. An Employee designated for layoff shall have the opportunity to displace the least senior Employee in the same or lower job classification in any program, provided that Employee has not completed their probationary period, and provided further that if the Employee designated for layoff is bumping into a new program, he/she must be qualified for service in that new program to the same or greater extent as the displaced Employee. Displaced Employees shall have no further displacement rights. An Employee who is subject to layoff shall have one (1) week to advise the Employer of his or her final and binding decision to exercise his or her right to displace. The bumped Employee shall be laid off on the original day scheduled for layoff, but shall have at least two (2) weeks notice of such layoff and be notified of same by the Employer.

6. Recall. An Employee who is laid off shall be entitled to recall rights for a period equal to his or her seniority, up to a maximum of twelve (12) months, from the effective date of his or her layoff. Whenever vacancies occur in bargaining unit positions within the classification from which Employees have been laid off, Employees who are on layoff shall if qualified for the vacant position be recalled on the basis of seniority. The Employer shall determine in its sole discretion whether a vacancy has occurred. Recall notices shall be sent via certified and

registered mail. An Employee with recall rights is required to keep the Employer informed of his or her current mailing address, including any temporary address where he or she can be reached if the Employee will be traveling or otherwise away from his or her current mailing address. An Employee who is recalled must notify the Employer that he or she accepts or declines the recall within ten (10) calendar days of the date of mailing of the recall notice, and if the recall is accepted, must report to work within ten (10) calendar days of the date of notification of the Employer unless otherwise agreed upon with the Employer or the Employee shall forfeit his or her seniority and all other employment rights. An Employee who timely declines a recall shall be entitled to recall rights for the remainder of their recall period. Probationary Employees who have been laid off have no recall rights.

7. Preference for Additional Hours. When an Employee has had his/her hours involuntarily reduced, such Employee shall have first preference to be given additional hours for which they are qualified, should they become available.

8. General. The decision to layoff or reduce hours is within the sole discretion of the Employer and shall not be subject to the grievance and arbitration provision set forth in this Agreement.

Article 36 - Temporary Reassignments

Employees may be temporarily reassigned to another location if required by urgent programmatic/staffing needs.

Article 37 - Involuntary Transfers and Reassignments

In the event it becomes necessary for the Employer to involuntarily transfer or reassign an employee from one program or location to another program or location for a period of longer than 15 work days' duration, the Employer shall provide at least two weeks' notice of the change, absent emergency, and will make selections as follows:

(a) if there is no operational preference as between similarly situated employees in the affected program, volunteers will be solicited first, followed as necessary by a selection in reverse order of seniority;

(b) if there is an operational reason why a particular staff member or members is required to be transferred or reassigned, then the affected Employee(s) will be notified of selection. If the Employee(s) is not satisfied with the change, the Employer upon request will bargain in good faith with the Union concerning the change. The Employer and the Union will endeavor to conduct any such bargaining prior to the implementation of the change, however the Employer may if necessary implement such a change, subject to any subsequent bargaining.

The Employer shall provide the employee with any training required by the new position.”

Article 37 - No Strike / No Lockout

1. **No Strikes.** The Union agrees that during the term of this Agreement or any extensions thereof there shall be no strikes, sympathy strikes, unfair labor practice strikes, stoppages or interruption of work, sit downs, slowdowns, sickouts or picketing on or about the premises of the Employer. Neither the Union nor any of its officers, stewards or other agents or representatives shall participate in, cause, urge, encourage or otherwise induce a violation of this Article. The Employer shall have the right to discipline or discharge any Employee or Employees who participate in, cause, urge, encourage or otherwise induce a violation 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.
2. **No Lockouts.** The Employer agrees that during the term of this Agreement or any extensions thereof it will not lock out any Employees.
3. **Union's Best Efforts.** The Union agrees that, in the event of any violation of Section 1, the Union will immediately order that such violation cease, and the Union will use its best efforts to cause such violation to cease and to cause work to resume fully. The Employer shall not hold the Union liable or responsible for damages for violations of Section 1 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 38 - Dues Deduction

1. **Check-off.** The Employer will deduct dues or agency service fee, with each paycheck, from the pay of Employees who have voluntarily authorized the making of such deduction by submitting the appropriate signed authorization with the Employer. If an Employee wishes to revoke his/her dues or agency service fee deduction authorization, the Employee may do so by providing written notice to the Union and Employer. Deductions shall be in the amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership and shall be made in accordance with the terms of said authorization. The Employer shall transmit these funds to the Treasurer of the Union no later than the end of the calendar month following the actual withholding. Included with the check shall be a complete list of the Employees whose dues or agency service fee are included. Each list shall bear the name of the Employer and the starting and ending dates of the period that the Employees worked. Such transmittal shall be by electronic means. The list shall be in alphabetical order by last name and shall contain the following information:

- Full name of the worker
- Social Security number
- The gross wage of the worker for the pay period
- The number of hours worked
- The amount of dues deducted
- The amount of agency service fee deducted

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

2. Notification. The Employer shall advise all new bargaining unit Employees at the time of hire that the Union is their collective bargaining representative and of the union security clause in this agreement. Each month the Employer shall also notify the Union of the name, address, job title, hiring date, work location, phone number and rate of pay of each new bargaining unit Employee as well as the name of each terminated Employee with the date of termination. Such notification to the Union shall be made electronically.

Article 40 - Union Security

1. All present Employees who are members of the bargaining unit on the effective date of this Agreement shall within thirty (30) calendar days after the execution of the Agreement, as a condition of employment, either (1) acquire and maintain membership in the Union in good standing and tender to the Union the periodic dues uniformly required as a condition of employment or (2) pay an agency service fee to the Union in lieu of Union membership. Each new Employee covered by this Agreement, hired after the effective date of this Agreement shall within thirty (30) calendar days after the date of hire, as a condition of employment, either (1) acquire and maintain membership in the Union in good standing and tender to the Union the periodic dues uniformly required as a condition of employment or (2) pay an agency service fee to the Union in lieu of Union membership.

2. In the event that an Employee covered by this Agreement shall refuse and fail to become a Union member or to tender the Union the periodic dues that are obligations of members or pay to the Union an agency service fee, the Employer shall suspend said Employee's employment within ten (10) calendar days following receipt of written notice from the Union, if during such ten (10) day period the required payments in arrears are not made. Provided, however, that the Employer shall not be obligated to suspend or otherwise discriminate against any Employee for non-membership in the Union if the Employer has reasonable grounds for believing that such membership was not available to the Employee on the same terms and conditions generally applicable to other members, or if the Employer has reasonable grounds to believe that membership was denied or terminated for reasons other than the failure of the Employee to tender the periodic dues or agency fee required. Provided further that any Employee who is a member of and adheres to established traditions and 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. Instead, such Employees shall be required, as a condition of employment, in lieu of payment of periodic dues, to pay a sum equal to such dues or agency service fee to a charity of his or her choice.

3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may 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.

4. The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each Employee. An Employee may consent in writing to the authorization of the deduction of Union dues, or agency service fee as applicable, from his/her wages and to the designation of the Union as the recipient thereof.

Article 39 - Committee on Political Education

The Employer agrees to honor the voluntary contribution deduction authorizations from its Employees who are Union members to the Union's Committee on Political Education in the form provided for by the Union. The Employer will deduct these contributions, with each paycheck, from the pay of Employees. The Employer shall transmit these funds to the Treasurer of the Union no later than the end of the calendar month following the actual withholding. Included with the check shall be a complete list of the Employees whose contributions are included. Such transmittal shall be by electronic means.

Article 40 - Union Business

1. Visitation. The Employer shall allow a duly authorized Union representative access to the Employer's non-residential facilities for the purpose of conferring with Employees covered by this Agreement and/or Union stewards to discuss or investigate potential and/or filed grievances pursuant to the collective bargaining agreement. The Union representative shall request permission in advance of the visit from the Executive Director or designee. Permission to visit shall not be unreasonably denied. Visits will be limited to the times and places approved by the Executive Director or designee. Such visits shall not interfere with the operations of the Employer or interfere with an Employee's normal work duties. The Union representative shall respect the wishes of the individuals being served at all times and shall not interfere with the services Employees provide to them. If the Employer schedules a disciplinary hearing / conference to take place at one of the Employer's residential premises such that Weingarten rights attach, a Union representative and/or steward will be permitted to be in attendance at the hearing / conference. There shall be no Union meetings on Employer premises at any time except upon prior approval of the Executive Director or designee, or as specifically authorized by the Agreement.

2. Union Bulletin Boards. The Employer will provide space for Union bulletin boards or notebooks as appropriate at each worksite location for the exclusive use of the Union, for the purpose of posting notices of Union meetings, union publications and related materials. No material shall be posted that is defamatory.

3. Union Stewards and Officers. The Employer agrees to recognize a reasonable number of Union Stewards. A list of Union Stewards and the programs they represent will be sent to the Executive Director upon request and when changes occur. Stewards so designated shall be recognized by the Employer and shall be authorized to receive complaints and process grievances through the grievance procedure. Stewards shall be permitted a reasonable amount of time in which to investigate and process grievances without loss of pay or benefits, so long as it does not unreasonably interfere with their duties.

4. Union Orientation. The Employer agrees to allow union stewards up to 20 minutes at Employer orientations to speak with new hires, provide them with a copy of this Agreement and explain to them their rights as members of the bargaining unit. The Employer agrees to allow union stewards up to 20 minutes with each new hire, if unavailable for orientation, to provide them with a copy of this Agreement and to explain to them their rights as members of the bargaining unit.

5. Conventions and Assemblies. Union Stewards may request time off (using accrued paid leave or unpaid leave) to attend the Local 509 stewards assembly, annual meeting and steward trainings. Approval is subject to programmatic and staffing needs. If sufficient advance notice is provided, a reasonable amount of leave shall not unreasonably be denied.

Article 41 - Lobbying

Any Employee may request time off (either unpaid or using the Employee's accrued paid leave time, if any, at the Employee's option) for the purpose of lobbying in support of legislation that would be advantageous to the Employer and its clients, including legislation that would improve the pay, benefits or working conditions of Employer staff. Such leave shall be granted once per fiscal year and shall not exceed a single eight (8) hour shift. The Employee or the Union shall give the Employer at least 10 days notice of the date of the lobbying event, and, upon request, affirmation or verification of attendance at the event. The Employee's request shall not be unreasonably denied, subject to the Employer's operational and staffing needs.

Article 42 - Participation of the People We Serve

The parties agree that the participation of the people we serve in workplace decisions is important to our goals. We are committed, as workers and managers involved in the sensitive work of caring for people with developmental disabilities, to continuous quality improvement in support of the people we serve.

To have a role in workplace decisions means providing information to management affecting the selection, evaluation, promotion, transfer, discipline and retention of Employees. Generally, the desires of the person who will be served, and/or family members and guardians, shall always be considered, as will the worker's possession of the necessary skills to meet the individual's special needs for care and support.

The parties agree that employment decisions shall ultimately be the sole and complete responsibility of management, unless modified by the parties to this Agreement. Employment decisions shall not be made based on arbitrariness, retaliation or bias from any parties providing information to the decision-making process.

Article 43 - Human Rights

The Employer seeks to uphold the Human Rights of all individuals served by the Agency. No Employee whether in or outside the bargaining unit shall physically or verbally abuse, neglect, or otherwise mistreat individuals or others this Agency serves. All staff that work with individuals will receive training in human rights awareness and are mandated to report actual or suspected abuse or neglect of an individual. Employees who make such reports in good faith shall not be disciplined for doing so.

Article 46 - Investigations

When an Employee is subject to an investigation and the Employer is instructed to place or determines in its discretion that the accused Employee shall be placed on administrative leave pending the outcome of the investigation, the Employer will notify the Union. The Employee shall be informed of the charge being investigated, unless the Employer is restricted from doing so by law or by outside agency instruction. Administrative leave under this Article shall be paid, for up to three (3) weeks. If a longer period of leave time is required, the accused employee on leave may apply his or her accrued personal or vacation time, if any, to the remainder of the leave period. Nothing in this provision is intended to restrict the Employer's option to temporarily reassign an Employee to another work site, in lieu of leave, if warranted and feasible under the circumstances.

Article 47 - Personal Phone Calls

Walnut Street Center phones should be used for business purposes only, absent emergency. Payment to the Agency for any long-distance personal calls must be made monthly, upon receipt of an itemized bill. Generally, personal calls, including personal cell phone usage, should occur during break times. Personal calls during working time should be limited to emergency situations. Employees are expected to use discretion when it becomes necessary to make or receive a

telephone call during working time. Such calls should be infrequent, kept to a short length of time, and the Employee should respect others working nearby. Personal phone calls, including cellular phone usage, should not interfere with an employee's job responsibilities.

Article 48 - Guests in the Workplace

Except where it has been pre-approved by the employee's supervisor, it is not appropriate for staff to have personal visitors at any of the residences or programs. It is also not appropriate to bring children to work as an alternative to child care. It is understood that in emergency situations, a visitor may see the employee for a short duration of time, but this visit should in no way disrupt the services provided to the individuals served or the work climate for other employees at the location.

Article 44 - Legal Conflicts

If any applicable federal or state law, municipal ordinance, or final order from a court or agency with jurisdiction in a matter in which either the Union or Employer is a party, contravenes or makes unenforceable a provision of this Agreement, such provision shall be null and void. Upon request of the Union the parties will meet to bargain the effects of this change. The remainder of this Agreement shall be unaffected.

Article 50 - Complete Agreement

1. This Agreement constitutes the entire agreement between the Employer and the Union. No agreement, addition, waivers, understanding, deletions, changes or amendments of any term or provision of this Agreement shall bind the Employer or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Employer and the Union.
2. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by, this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been

within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of.

3. The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Employer which is not included in this Agreement shall not be considered agreed to and shall not be binding. This Agreement terminates all prior Agreements or understandings, if any.

Article 51 - Effective Date and Duration

Except as otherwise provided herein, this Agreement shall become effective as of the first day of May, 2008 and shall continue in full force and effect through April 30, 2011 and thereafter from year to year unless terminated by notice in writing given by either party to the other of not less than 90 days prior to the expiration of the above-stated period or any subsequent year of the existence of this Agreement.

The parties agree to re-open the contract in year three, for the limited purpose of discussing wages. Re-opener negotiations shall occur in September, 2010, and the parties agree to meet at least 3 times, if necessary, and no more than 5 times that month (duration of meetings presumably consistent with prior negotiations).

In witness whereof the parties have executed this Agreement, as of the day and year first written above.

Walnut Street Center, Inc.

Local 509, SEIU

Memorandum of Understanding regarding Time Clock Systems

The parties agree that in the event that the Employer decides to implement a time clock or similar mechanism the Union will not make any legal claim that the Employer is obligated to bargain over that decision. The Employer agrees to bargain over the impact and will notify the Union prior to implementation and will meet with the Union prior to implementation to do so.

Walnut Street Center, Inc.

Date

Local 509, SEIU

Date

Memorandum of Understanding regarding Snow Days

The parties agree that changes and improvements are likely needed to the current process by which day staff are asked to cover at residential programs on snow days or during other emergencies. The parties have agreed that the relevant stakeholders shall meet (e.g., interested day staff, Director and/or Program Manager, Union Representative(s)) to discuss the situation, to listen to the perspective and needs of all sides, and to work together to come up with ideas for an improved process going forward. The goal is to develop MOU language that better balances the needs and concerns of all parties and that provides for a more efficient and fair process for coverage during emergencies. The goal for completion of this project shall be October 1, 2008.

Walnut Street Center, Inc.

Date

Local 509, SEIU

Date