

Agreement

between SEIU Local 509

and

Latham Centers, Inc.

January 18, 2008 – June 30, 2011

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Preamble:

Latham Centers, Inc. is a private non-profit agency whose mission is to assist individuals who are behaviorally and developmentally challenged to achieve their potential as responsible members of their community. This Collective Bargaining Agreement shall be interpreted and implemented so as to best accomplish this mission. In addition, the parties agree to cooperate in meeting this mission and shall be guided by the following principles.

We are a committed team

We believe that respect should guide all our actions.

We believe in professionalism and integrity

We strive for excellence in our work and to continually learn and grow in our jobs in order to meet the changing needs of the individuals we support.

We believe that accountability is critical to our success and that providing and receiving feedback are key components of accountability

We believe that we are role models and mentors and have a personal stake in seeking solutions to constantly improve our system of care.

Consistent with this mission, the parties agree that employees and the Employer should be treated with dignity and respect. The provisions of this Preamble are intended to be introductory only. Alleged violations of this Preamble shall not be arbitrable pursuant to Article 6, Grievance and Arbitration.

Article 1: RECOGNITION

Section 1: Recognition: The Employer recognizes that the National Labor Relations Board in Case-1RC-21655 certified the Union as the exclusive collective bargaining representative of the following employees of the Employer: All full-time and regular part-time professional and non-professional employees engaged in the provision of direct care services including teachers, registered nurses, Latham social service therapist, Latham social service case managers, Latham medical coordinator, Gilbough case worker, Gilbough social services coordinator, Gilbough/S.A.I.L., nurse coordinator, child care workers, case workers, case managers, classroom aides, cooks, residential counselors, residential floats, nurses, medical assistants, program assistants, therapists, SPED aides, substitutes, and vocational counselors, and also including per diem employees who average 4 hours of work per week over a 12 week period, employed by the Employer at its group homes and at its Brewster and Dennis, Massachusetts locations, but excluding all other employees, accounts payable manager, accounts receivable manager, payroll manager, accounting specialist, Gilbough administrative secretary, Latham administrative secretary, information system specialist, maintenance employees, housekeeping employees, human resources administrative secretary, summer interns, confidential employees, managers, guards and supervisors as defined in the National Labor Relations Act.

Section 2: New Classifications: For any new bargaining unit position, the Employer shall notify the Union and provide it with a copy of the job description and wage rate.

Section 3: Temporary Staff: An employee who is told upon hire that their employment will not last more than 120 consecutive days will be deemed a temporary employee and will be excluded from the bargaining unit. The employment of a temporary employee may be extended by mutual agreement. The Employer will notify the Union of the hiring of all temporary employees, including a description of the work, and also their termination.

Article 2: MANAGEMENT RIGHTS

Section 1: 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 or operations or to discontinue their performance by employees of Latham Centers, Inc. 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, and the methods, processes, materials and equipment to be employed; to assign, transfer or reassign the performance of such processes or operations; to determine the quality of work to be performed, who shall perform it, and the location where such work shall be performed; to hire employees of its own selection; to rehire, promote, transfer, train, lay-off, recall; to discharge or otherwise discipline employees; 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 wholly or in part; and to increase or decrease the operations. 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.

Section 2: The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement to perform any task. The Employer, therefore, has the right to utilize management, supervisory, or other personnel not in this bargaining unit to perform any task at any time, as long as such assignment does not otherwise violate this Agreement. The Employer shall

not make such assignments to displace or replace bargaining unit employees, unless otherwise authorized by this Agreement.

Article 3: LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to form a Labor-Management Committee which shall include four representatives of the Employer and four representatives of the Union and which will meet quarterly, or more frequently if agreed by both parties, to discuss workplace matters affecting the parties. Whenever possible each party will submit to the other party a list of items to be discussed at least five days prior to the meeting.

Labor-Management committee meetings shall be held at mutually agreeable times. An employee-committee member shall be paid for attendance at Labor-Management committee meetings, up to a maximum of two (2) hours (or more if the meeting is extended by mutual agreement) if the meeting occurs during the employee's scheduled work time.

Article 4: HEALTH AND SAFETY

Section 1: Health and Safety Committee: There shall be a joint Health and Safety Committee consisting of four members designated by the Union and four members designated by the Employer. 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. Health and Safety Committee meetings shall be held at mutually agreeable times. An employee-committee member shall be paid for attendance at Health and Safety Committee meetings, up to a maximum of two (2) hours (or more if the meeting is extended by mutual agreement) if the meeting occurs during the employee's scheduled work time.

Section 2: The Employer agrees to investigate all reasonable complaints regarding health and safety and to take prompt reasonable action when necessary.

Section 3: Light Duty: Reasonable efforts, consistent with staffing needs of Employer, shall be made to provide appropriate light duty and return to work opportunities for injured workers, provided however, the Employer shall not be required to change staffing patterns or to expend additional money to provide such light duty opportunities. The foregoing shall neither extend nor limit the rights of disabled employees, nor the rights of employees receiving workers compensation which in either case will continue to be governed by applicable statutes.

Article 5: DISCIPLINE AND DISCHARGE

Section 1: An employee may be disciplined by the Employer, but in no event shall such discipline be without just cause.

Section 2: Disciplinary or corrective action will be given in private, except for emergency situations and will be presented to the employee and the employee will be given the opportunity to sign it.

Section 3: The Union shall be given notice of written disciplinary action taken against a bargaining unit member.

Section 4: The Employer may discipline and discharge employees who have not completed the orientation period set forth in Article 33, for any reason without recourse by the employee or the Union to Article 6, Grievance and Arbitration.

Section 5: If, in accordance with the provisions of Article 5, Grievance and Arbitration Procedure, an arbitrator concludes that an employee engaged in any of the following conduct, just cause for the discharge (or a lesser penalty if the Employer so chooses within its discretion) imposed shall be established and the grievance shall be denied. Notwithstanding the prior sentence, an arbitrator does have the authority to uphold the grievance and award a lesser penalty if the arbitrator determines that the Employer has exercised its discretion disparately without legitimate reason. The offenses subject to this section are:

1. Stealing or willfully destroying and/or damaging any property of the facility, its residents, visitors or personnel;
2. Intentional misappropriation of any Employer or client funds, records or documents;
3. Insubordination to supervisors or managers of the facility which, for purposes of this section only, is defined as a refusal to follow a direct order;
4. Reporting for work, or attempting to work, while under the influence of alcohol or illegal drugs or narcotics;
5. Selling narcotics or drugs on Employer property;
6. Conviction for trafficking in drugs or narcotics;
7. Bringing intoxicants onto Employer property, unless unopened, locked in the employee's personal vehicle and not accessible to residents;
8. Use of intoxicants on Employer property;

9. Disclosing anything of a personal or confidential nature concerning a resident at any time outside of the facility, unless the specific work duties require the exchange of such information;
10. Willfully permitting any non-employee or any employee who is not authorized to work to use keys to enter facility property without proper authorization;
11. Possession of firearms or other weapons on facility property;
12. Knowing violations of safety or fire regulations without a programmatic reason;
13. Promoting or participating in illegal gambling on Employer property;
14. Assault or battery of anyone while on duty, on Employer property or in an Employer vehicle (Proper Therapeutic Crisis Intervention – the protection of oneself or others from serious physical injury – is not considered assault or battery);
15. Threatening, physically intimidating or harassing conduct toward any resident, visitor or employee;
16. Failure to obtain permission from a supervisor or manager to leave the premises, without a programmatic reason, except as permitted by the Employer;
17. Failure to obtain authorization from a supervisor or manager to go on breaks or lunch period on more than one occasion;
18. Knowingly accepting compensation for work not performed;
19. Willfully altering, falsifying or making a misstatement of fact on any resident record or chart, job or work record, employment application or any other facility record or chart;
20. Misrepresenting reasons when applying for a leave of absence or for other time off from work;
21. Failure to return from work from an authorized leave of absence or vacation, except due to circumstances beyond the employees control;
22. Sleeping while on duty, unless authorized;
23. Willfully abandoning a resident;

24. No call/No show on more than one occasion within a rolling one (1) year period (defined as failing to contact the Employer in advance of the start of the employee's shift, except where the employee is unable to do so due to circumstances beyond the employee's control).

Section 6. The parties recognize that the list of offenses for which the Employer may discipline or discharge set forth in Section 5 of this Article is not intended to be all-inclusive. If an employee is disciplined or discharged for a reason that is not set forth in Section 5, the provisions of Section 1 of this Article shall apply.

Section 7. Upon discharge, an employee must return all Employer property to his/her supervisor, including, but not limited to, all keys issued by the Employer.

Article 6: GRIEVANCE AND ARBITRATION

Section 1: A grievance is defined as an alleged violation of a specific provision of this Agreement. All grievances shall be in writing and shall indicate which provision of the contract the grievant believes has been violated, and the date and circumstances involved in the alleged violation.

Section 2: The parties recognize that day to day problems may be discussed and resolved between the employee and the employee's immediate supervisor. Such informal settlements are encouraged; however, no such agreement or settlement shall be contrary to the provisions of this Agreement or infringe upon the rights under this Agreement of any other employee or of the Employer. Except as the Union and the Employer agree in writing, such agreements will not establish a precedent for the resolution of any other problems or differences between any other employee and the Employer.

Section 3: Any grievance which cannot be adjusted as contemplated in Section 2 of this Article shall be subject to resolution in the following manner:

Step 1: Within ten (10) Business Days of the event which forms the basis of the grievance or within ten (10) Business Days of when the employee, using reasonable diligence, knew or should have known of these circumstances, the employee or a Union steward shall meet with the immediate Supervisor and present the Supervisor with a written copy of the grievance. If the immediate Supervisor is not available, the employee or the Union steward shall email the grievance to the immediate supervisor. The Supervisor shall respond in writing within ten (10) Business Days of the grievance presentation. If the employee does not have reasonable access to email, the employee may hand deliver the grievance to the Director of Human Resources and, if the Director of Human Resources is not available to personally receive the grievance,

place the grievance in the Director of Human Resources' mailbox and leave a voicemail regarding the grievance at the time it is delivered.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the Executive Director or his/her designee, within ten (10) Business days of the Step 1 response, or if there is no response, within ten (10) Business days of the date the response was due. The Executive director shall respond in writing to the grievance within ten (10) Business Days of its submission. A meeting of the parties may be held if mutually agreeable.

Step 3: If the response given pursuant to Step 2 above does not satisfactorily resolve the grievance, the grievance may be submitted in writing to arbitration within twenty (20) Business Days of the date of the written response given in Step 2 above, or if there is no response, within twenty (20) Business days of the date the response was due.

Grievances related to the discharge of an employee may be filed at Step 2. In addition, upon mutual agreement of the parties, group grievances may be filed at Step 2. A group grievance is defined as a grievance affecting more than one employee, related to the same issue and for which the remedy could materially change the terms and conditions of more than one employee.

Section 4: Any grievance upon which a disposition is not made by the Employer within the time limits prescribed, or any written extension which have been agreed to, may be referred to the next step in the grievance procedure.

Section 5: Any grievance not presented in accordance with the time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled and shall constitute a denial of the grievance. Time limits may be extended in a particular case by mutual agreement. Grievance meetings shall be held at a time convenient to both parties and whenever possible not during the grievant's work time. When a grievance meetings take place during an employee's work time, the Employer will pay for time actually and necessarily lost by the grievant's attendance at the grievance meeting.

Section 6: If the parties are unable to agree upon an arbitrator within five (5) business days after receipt of written notice of the desire to submit the matter to arbitration, then the matter shall be submitted to the Labor Relations Connection in Sandwich, MA under its rules and procedures. The fees and other charges of the arbitration shall be borne equally by both parties. The award of the arbitrator on any grievance hereunder shall be final and binding upon the parties and the employee(s). The Arbitrator shall have no authority to add, to subtract from, modify or disregard any of the provisions of this Agreement, nor shall he or she have the power to establish or determine any new wage rate, job classification or job differential. Unless the parties agree otherwise, the Arbitrator

shall issue a full written statement of the grounds upon which the issues are decided. Should any proceeding involving the subject matter of the arbitration be, at any time, prior to the Arbitrator's decision become 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.

Section 7: The Employer shall have the right to grieve and arbitrate any dispute covering the interpretation or application of a term of this Agreement.

Section 8: Whenever in this Agreement the term "Business Day" is used to define the amount of time for the taking of any action required or permitted hereunder, said term shall mean all consecutive days, excluding Saturdays, Sundays and the following legal holidays: New Years Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas Day. Notwithstanding the foregoing, the parties acknowledge that for all other purposes, the business of the Employer is conducted seven days a week, 365 days a year.

Section 9: If the Employer raises an issue of procedural arbitrability at any time, a separate hearing shall be scheduled for the Arbitrator to consider that issue only, unless otherwise mutually agreed in writing. The hearing on procedural arbitrability shall be several weeks prior to the hearing on the merits. The arbitrator shall issue a decision on arbitrability before proceeding with a hearing on the merits.

Article 7: UNION MEMBERSHIP

Section 1: Employees shall, as a condition of employment, within thirty (30) days of the date of this Agreement, or within thirty (30) days after the date of hire, either (a) acquire and maintain membership in the Union in good standing; or (b) tender to the Union an agency service fee in an amount determined by the Union in accordance with all applicable laws and regulations. Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided however, that such employee shall, as a condition of employment, in lieu of payment of periodic dues or agency service fee, pay a sum equal to said dues or agency service fee to a charity to be jointly agreed upon by the Employer, the Union and the employee involved.

Section 2: Upon receipt of written notice from the Union of the failure of an employee to comply with Section 1 of this Article, as applicable, the Employer shall promptly separate the employee from employment for just cause.

Section 3: The Employer will deduct, during the period of this Agreement, Union dues or equivalent agency service fee for each employee who submits an appropriate payroll deduction authorization in writing, specifying the amount of said deduction. Such deductions shall not exceed the amount certified by the Union as being uniformly required as a condition of acquiring or retaining membership and shall be made in accordance with such authorization. Such deductions will be made in each payroll period. Employer shall not be required to make deductions with respect to any employee for a payroll period in which an employee is on an approved unpaid leave of absence or layoff, or for which the employee shall not have received net wages at least equal to the deductions. If an employee wishes to revoke her/his dues deduction authorization, she/he may do so by written notice to the Union and to the Employer. The employer shall cease to make deductions upon an employee's termination or transfer to a position not covered by this agreement or upon revocation of the authorization by the employee or in accordance with applicable law.

Section 4: The Employer shall remit to the Union, within fifteen (15) days after the end of each month, the amounts deducted for dues and a supporting list. Each list shall bear the name of the Employer and the starting and ending dates of the period that the employees worked. The list shall be in alphabetical order by last name and shall contain the following information:

- 1) Full name of the worker.
- 2) Work location, or where a code is used, the work location code. (If a code is used, the Employer shall provide the Union with a complete current list of the codes and the addresses).
- 3) Job titles or job title codes. (If a code is used, the Employer shall provide the Union with a complete current list of job titles and wage rates associated with them).
- 4) The gross straight time wage of the worker for the pay period.
- 5) The number of straight time hours worked.
- 6) The amount of dues deducted.
- 7) The workers' addresses
- 8) The workers' dates of hire

By mutual agreement the Employer and the Union shall attempt to transmit the information detailed above by electronic transmittal.

Section 5. Union Notification to New Employees. The Employer shall inform all new job applicants that the employees at the Latham Centers are unionized.

Section 6. Indemnification. The Employer assumes no financial obligations arising out of the provisions of this Article. The Union shall indemnify, pay for defense, and hold harmless the Employer, and any of its employees or agents from and against all claims, demands, suits or other forms of liability

(including administrative proceedings) that may arise out of, or by reason of, any action by the employer or its employees or agents for the purpose of complying with this Article.

Article 8: DISCRIMINATION, SEXUAL HARASSMENT, AFFIRMATIVE ACTION

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

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

Section 3: Affirmative Action: The Employer will act affirmatively to increase minority representation in all job categories which are under represented by minority workers.

Article 9: PERSONNEL FILES

Upon written request of an employee, 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 five (5) 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 as soon as is practicable consistent with the availability and work load of Human Resources staff, but in any case within five 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. Employee shall receive a copy of any evaluations, disciplinary notices or any descriptions of their performance and shall be asked to sign any such document before it is inserted into their personnel file. Any material placed in an employee's personnel file that is found to be inaccurate will be removed. If the Union requests a copy of a bargaining unit employee's personnel file, the Employer shall provide a copy to the Union upon receipt of a written authorization executed by the employee, provided, the foregoing provision shall not preclude the Union from requesting and obtaining information that is relevant to a pending grievance or arbitration.

Article 10: SENIORITY

Section 1: Definition of Seniority: An employee's seniority shall be defined as being equal to his/her length of continuous employment as a regular

employee with the Employer. As used herein, regular employee shall not include substitutes. A regular employee will acquire seniority from the date on which the employee first assumed his/her regular duties.

Section 2: Loss of Seniority: An employee shall lose his/her seniority if he/she quits, resigns, retires, is on unauthorized unpaid leave of absence or is terminated with just cause.

Section 3: Restoration of Seniority: An employee may be credited for previous employment if he/she returns to employment within one year of his/her loss of seniority and after they subsequently remain employed by the Employer for at least the length of time they had left employment. This provision shall apply to breaks in employment occurring prior to the effective date of July 1, 2005 -- June 30, 2006 agreement to the extent that they may be documented from the employer's records.

Section 4: Seniority List: The Employer shall maintain and produce a printed seniority list, which shall be updated monthly and made available for inspection by employees at the Human Resources Office.

A copy will be sent electronically to the Union on or about the fifteenth day of January, April, July and October.

Article 11: UNION BUSINESS

Section 1: Union Stewards and Officers: Stewards shall be recognized by the Employer and shall be authorized to receive complaints and process grievances through the grievance procedure. Four Stewards who shall be designated by the union by a written notice to the employer no more frequently than quarterly, shall be permitted a reasonable amount of time to investigate and process grievances, without loss of pay or benefits, so long as it does not interfere with their duties.

Section 2: Union Bulletin Boards: The Employer will provide space for Union bulletin boards posted in the staff locker room in the main house, in the upstairs office in the school house, and in the administrative office at the Latham campus, and will permit a separate section to be maintained in the intercom note book maintained at each of the residential facilities for the purpose of making available to staff the same type of information as is displayed on the Union bulletin boards.

Article 12: JOB DESCRIPTIONS

Section 1: All employees in the bargaining unit shall be provided with a copy of their job descriptions upon hire and thereafter (normally no more than once a year) upon presenting a written request to their supervisor or to Human Resources.

Section 2: Job descriptions shall contain the following language at the end of each: "Any work assigned shall be related to the Employee's normal duties, except for occasional emergencies."

Section 3: Should the employer wish to change, amend or in any way add to the current existing 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 impact of any such changes to the extent required by law.

Article 13: VACANCIES, POSTINGS AND SELECTION

Section 1. Posting. Whenever a vacancy in a bargaining unit position occurs, as determined by the Employer, or there are permanent hours of bargaining unit work which the Employer determines will be filled, a notice of such vacancy will be posted on the next following Tuesday at 2:00 p.m. on the Human Resources office bulletin board, and on the Employer's web site, for seven (7) business days and until the position is filled.

The notice shall include: (a) job title; (b) description of job duties and responsibility; (c) wage rate; (d) job qualifications and requirements; (e) job site; and (f) shift and days off and (g) date when the notice was posted.

Any employee interested in the vacancy shall apply within the seven (7) business day posting period or, if the position remains unfilled after the posting period, until the position is filled.

Section 2: Selection. In filling a permanent vacancy in a bargaining unit position, the Employer will make its decision on the basis of qualifications such as education, training, experience, and other relevant qualifications. Bargaining unit employees will be given preference over outside applicants who are equally or less qualified. When it is determined by the Employer that two (2) or more employees qualifications are equal, the Employer will give preference to the employee with the greatest seniority.

Staff will not be prevented from moving to a new job solely due to a decision to keep them in their current job except that such job change may be delayed up to thirty (30) days to meet the Employer's staffing needs.

After a job is posted, the Employer will give its decision within six (6) weeks after an employee applies for the job.

Article 14: REDUCTION IN FORCE

Section 1. In the event that the Employer decides that it is necessary to permanently reduce its working force or permanently cut back an employee's hours, it shall give no less than thirty days notice to the Union and to employees

subject to the initial lay off of any such decision and shall negotiate with the union concerning the effects of the layoff to the extent required by law. The Employer shall post (as defined in Article 13, Section 1) a notice announcing the need for layoffs or reduction in hours, cite the affected classification(s) of employees, the number of employees affected and the right to volunteer for layoff.

Section 2. Absent an 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. Any employee within the affected program and classification(s) willing to accept voluntary layoff or reduction in hours shall notify the Employer of his/her desire to do so.

Second, within the worksite, the classification and the program affected by layoff, the least senior employee(s). An employee scheduled for layoff may bump the least senior employee for whose job they are qualified, but they can only bump into the same classification, same shift (day, evening and overnight) and the same full-time or part-time status. If no such position is available, they may bump the least senior employee in the same classification and program in a different shift or full-time/part-time status if they are qualified for the job.

The bumping employee must have more seniority than the bumped employee. Bumped employees will have no further bumping rights. An Employee who is subject to layoff shall have ten days to advise the employer of his or her final and binding decision to exercise his or her right to bump. The Employer shall determine, in accordance with the provisions of this Article, which Employee shall be bumped and the bumped Employee shall be laid off on the original day scheduled for layoff, and be notified of same by the Employer.

Programs are defined as the Adult Program and the Children's Program. As used in this Article classification shall mean job title, where there is more than one job title within a classification. The classifications and job titles are as set forth in Article 39.

Any employee scheduled for layoff will be given preference for any job vacancy in their classification and program to which they wish to move and for which they are qualified.

Section 3. Notice and Recall. An employee who is laid off shall be eligible for recall for twelve (12) months. Whenever any vacancies occur in bargaining unit positions, employees who are on layoff and eligible for recall shall be offered recall to a vacancy to which they are qualified in their classification and program on the basis of seniority (most senior, back first). When a vacancy occurs, and there are employees on layoff status, the Employer shall notify an affected Employee of his/her recall by certified letter, return receipt requested, to the

employees' last known address as contained in the Employer's records. Employees shall be required to notify the Employer of his/her intent to accept the recall within ten (10) calendar days from the date the recall notice is mailed to the employee's last known address, as contained in the Employer's records. Employees shall have twenty-one (21) calendar days from the date the recall notice is mailed to the employee's last known address, as contained in the Employer's records, to return to work. An employee who fails to respond and/or return to work within the established timeframes forfeits all recall rights. An employee shall also cease to have recall rights if he declines a recall to a position with substantially the same shift and hours per week and substantially the same geographic location (defined as within a 15 mile radius of the employee's prior work location) for which he is qualified.

Article 15: STAFFING AND SAFETY

Section 1. Any Employee who is injured in a restraint or other work-related incident or who is directly exposed to bodily fluids, will be provided reasonable relief in order that the employee may be treated for any such injuries suffered and/or take appropriate measures as a result of injury or exposure to bodily fluids.

Section 2. In adult or children's residences where there is a pattern of serious at risk behavior, the Union may bring consideration of the matter to the Labor Management Committee established under Article 3, which may make recommendations to the Employer of steps to be taken to alleviate the situation and ensure the safety of clients and staff.

Article 16: SCHEDULES, OPEN SHIFTS, STAFFING

Section 1. Schedules. For regular employees, the Employer will give 30 days written notice, except for unforeseen circumstances, to the affected Employees and to the Union Representative when it wishes to make schedule changes, and, at the request of either party, the parties shall meet to discuss the schedule changes and negotiate their impact to the extent required by law. If the parties fail to reach an agreement in the negotiations contemplated by the previous sentence, the relevant factors that the Employer will take into account when making schedule changes include, but are not limited to, the seniority, relative training, skill and abilities of the affected employees. The Employer has the discretion to determine the weight of any particular factor in each situation. This section shall not apply to float counselors.

Section 2. Open Shifts. The Employer shall maintain a list of Employees available to fill open shifts. The list may include regular Employees and substitutes. All Employees interested in filling open shifts shall so advise the Employer. The Employer will record Employee preferences of sites, times of day, and days of week, and of certifications and eligibility to perform particular

jobs. Employees may be removed from the list for an appropriate time for repeated failure to cover shifts they have previously agreed to cover.

Except as otherwise provided in this section, when an open shift(s) is available, the Employer shall follow the following procedures:

Adult Program

The Employer shall first offer the open shift(s) to employees who regularly work at the worksite where the shift is open on a rotating basis. Nothing in this section shall require the Employer to offer the open shift(s) to any employee who would, as a result, be in an overtime situation.

If the Employer is unable to fill the open shift(s) in accordance with the provisions of the previous paragraph, the Employer shall solicit Substitutes on a rotating basis. Nothing in this section shall require the Employer to offer the open shift(s) to any employee who would, as a result, be in an overtime situation.

If the Employer is unable to fill the open shift(s) in accordance with the provisions of the previous two paragraphs, the Employer shall solicit regular employees who have notified the Employer of their interest in assuming open shifts in accordance with the first paragraph on a rotating basis. Nothing in this section shall require the Employer to offer the open shift(s) to any employee who would, as a result, be in an overtime situation.

Notwithstanding any other provision in this section, when a shift is uncovered less than 48 hours prior to the starting time of the shift, the Employer may fill the shift in any manner it deems appropriate.

Children's Program

Substitutes shall have the opportunity to sign up for open shifts of which the Employer is aware on a non-overtime basis on a monthly basis. Thereafter, regular employees who work in the Children's Program may sign up for open shifts with approval of Substitute Supervisor. Such sign-ups will be approved by the Substitute Supervisor with the goal of filling such shifts on a rotating basis. (The parties agree that the previous sentence shall sunset, meaning it becomes null and void, at 11:59 p.m. on the last day of the contract). Approximately 3-5 days prior the work week during which unfilled shifts fall, the Employer shall solicit Substitutes on a rotating basis. If there are any remaining unfilled shifts, the Employer shall solicit regular employees who have notified the Employer of their interest in assuming open shifts in accordance with the first paragraph on a rotating basis. Notwithstanding any other provision in this section, when a shift is uncovered less than 48 hours prior to the starting time of the shift, the Employer may fill the shift in any manner it deems appropriate.

If an Employee agrees to cover an open shift, but the Employer cancels the Employee with 24 hours notice or less, the Employee will receive three hours pay for the cancelled shift. Employees whose time off request has been approved may not reclaim the shift once coverage has been found.

Section 3. Finding Coverage. It is the responsibility of the Employer to schedule such coverage as Employer may determine necessary for any Employee absence. It is the responsibility of the Employee to provide the Employer with as much advance notice as possible as set forth in Article 37, Section 8: Earned Time Away.

Section 4. Forced Stays. Reasonable good faith efforts will be made to avoid involuntary overtime as a result of forced stays. In the event of a coverage necessity requiring a forced stay as determined by the Employer, involuntary overtime shall be equitably apportioned among the Employees on the shift at the site. Employees shall not be required to work more than sixteen (16) consecutive awake hours, unless required to do so by a severe emergency. Employees shall not be required to work involuntary overtime when to do so would cause serious, immediate danger to a third party for whom the Employee owes a duty of care.

Section 5. Overtime. Employees shall work only the hours they are scheduled to work, unless prior approval is obtained from the Employer or in a program emergency.

Section 6. On-Call RN. The Employer shall have the right to schedule a RN to on-call duty during the weekday overnights (Mon. – Thurs., 5:00 p.m. – 8:00 a.m.) and weekends (Fri. 6:00 p.m. – 8:00 a.m.). On call pay shall be \$100.00 for weekday overnights (Mon. – Thurs. inclusive) and \$150 for weekends. For any holiday on which an RN is on-call, she shall receive an additional \$25 for on-call pay. For purposes of this Article only, holidays shall include, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve. In assigning on-call RN duty, the Employer shall first seek volunteers. If there are no volunteers, the Employer shall have the right to assign existing RNs to on-call duty in one-week increments on a rotating basis.

Article 17: BREAKS

All employees in Adult group and at Children's group homes will be entitled to one-half (½) hour meal break for every six (6) consecutive hours worked.

All employees at the Latham Campus will be entitled to a one-half (½) hour meal break for every six (6) consecutive hours worked. If said meal break is taken with client supervisory duties, said employees shall be entitled to a ½ hour break

for each six hours worked without supervisory responsibilities which may be taken at another time during the shift, as determined by the employer based on the staffing needs of the facility. If no break has been provided, the employee shall be paid in lieu of the break, at his or her straight time rate.

Article 18: LEAVES OF ABSENCE

Section 1. Application Procedure. Except as otherwise provided, a leave of absence must be requested in writing and whenever possible no less than thirty (30) days in advance of the requested leave.

Section 2. Family and Medical Leave. The Employer will provide leave in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA), except in such instances where state laws or this collective bargaining agreement provide greater benefits to the employee.

The following summary of reasons for FMLA leave and other benefits is provided by the union. Notwithstanding this summary, the employer's obligation will be governed only by FMLA, whose terms shall take precedence over any description in this contract.

Union Summary of FMLA Benefits

An eligible Employee is entitled to FMLA leave of absence 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.

An Employee on FMLA leave will receive 12 weeks of paid health insurance (employer and employee continue to pay their shares) under FMLA regulations.

In extenuating circumstances, the Employer may grant more than twelve (12) weeks medical leave and paid health insurance.

Section 3. Military Service Leave. Employees shall, upon completion of military service, be granted such rights of reinstatement as required by law.

Section 4. Other Leaves Without Pay. Unpaid leaves of absence may be granted in special circumstances at the discretion of the Employer with prior written authorization of the Employer.

Section 5. Seniority. The employee's seniority and anniversary date will not be affected after reinstatement by a leave of absence pursuant to this Article.

Article 19: JURY DUTY/SUBPOENAS

Upon submission to the Employer of proper evidence of jury service and of the amount of juror's compensation received, validated by the clerk of the court, the Employer will pay an employee the difference, if any, between the amount received by her or him as juror's compensation and her or his regular salary actually and necessarily lost on account of such jury service.

Employees subpoenaed to court for work-related court hearings will receive pay for their time. Employees subpoenaed to court for non-work-related court hearings may use any of their ETA for their missed time.

Article 20: SMALL NECESSITIES LEAVE ACT

Employees employed for more than 12 months and who have worked at least 250 hours during the previous 12 months are eligible for up to 24 hours of unpaid leave during a 12 month period for essential family matters such as participating in school activities directly related to the educational advancement of a son or daughter, accompanying their child to routine medical or dental appointments, or accompanying an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care. Such leave shall be governed by the provisions of M.G.L. c. 149 §152D and applicable regulations promulgated thereunder.

Article 21: SICK LEAVE BANK

In order to benefit employees of Latham Centers, Inc. who are affected by prolonged illness and who may be facing unpaid medical leave, the existing voluntary sick leave bank will be maintained. The Bank shall be administered by a committee which shall contain at least two bargaining unit members chosen by the union.

Article 22: PROFESSIONAL LIABILITY INSURANCE

The Employer will maintain professional liability insurance coverage for all employees while in the pursuit of their assigned duties within the agency. Premiums for this insurance coverage are paid by the agency.

Article 23: INCLEMENT WEATHER

In the event that employees are unable to report to work because of emergency weather conditions, they may use accrued earned time away to cover their missed work time.

Article 24: TRAINING AND EDUCATION

Section 1. The Employer supports the training and development of employees through participation in orientation, in-service training, conferences, seminars, and coursework. Employees shall be reimbursed for training mandated by the Employer and may apply for paid time and expense reimbursement for other training at the discretion of the Employer.

Section 2. Employees will be paid their regular rate for all trainings mandated by the Employer. The Employer may decline reimbursement for cost of training off-site if the Employer provides such training on-site.

Section 3. Employees are required to know the expiration dates of their licenses and/or certifications. It is the responsibility of the Employee to keep all required licenses and/or certifications current. Employees who allow their licenses and/or CPR and First Aid certifications to lapse and who as a result are unable to fulfill job requirements may be placed on leave or be subject to discipline, up to and including termination. The Employer will make a reasonable effort to notify staff when their certifications are due to run out.

Section 4. Employees who arrive at trainings that are cancelled without prior notice, shall receive payment of the regular rate of pay for the anticipated time of the training, not to exceed three hours.

Section 5. All employees are required to participate in an agency orientation program. This orientation program must be successfully completed prior to the conclusion of the employee's 120-day orientation period set forth in Article 33.

Section 6. All direct service employees are required to complete a minimum of twenty-four (24) hours of training each calendar year worked. Training hours for part-time employees are prorated.

Article 25: EXPENSE REIMBURSEMENT

The Employer will reimburse an employee for reasonable costs to repair damage to or replace employee's property if the following guidelines are met:

- The damage was caused by work related activity
- The property damaged was appropriate for work environment
- The staff followed correct procedures for the situation

Requests for such reimbursement should be initiated by filing out and submitting a request for reimbursement as soon as possible, but in any case within 48 hours of the beginning of the employee's work day next following the event causing the damage.

Article 26: PAYDAYS/DIRECT DEPOSIT

Section 1. Paycheck Accounting: Paydays shall be bi-weekly. Direct deposit will remain available. Each worker's paycheck shall, to the extent possible using Employer's payroll service clearly list the hours worked and the rate of pay for each hour worked, plus all accrued time. Inaccurate paychecks will be corrected within two Business Days of notification if requested by the Employee.

Section 2. Retroactive Pay: When the Employer pays an employee money retroactively, such payment, if greater than \$100, shall be made in a check separate from that employee's regular pay.

Article 27: TRANSPORTATION

Section 1. Employees shall not be required to use their personal vehicles for transporting clients unless there is a client need, no Employer-owned vehicle is available despite the Employer's reasonable efforts to secure one of its own vehicles to address the client need and there are no volunteers among available staff. If a client damages an employee's personal vehicle during transportation where there is a client need and the use of the employee's vehicle was required or approved by the Employer, the Employer will reimburse the employee for any reasonable costs to repair the damage, provided the employee complies with any and all reasonable protocols established by the Employer. In addition, upon demonstrated need, the Employer will provide a protective seat cover to employees for use in the transportation of clients.

Section 2. When employees use their vehicles for work purposes they will be reimbursed for mileage at the IRS reimbursement rate.

Section 3. The Employer shall maintain liability coverage for non-owned vehicles as part of the Employer's general liability coverage, as long as such non-owned vehicle liability coverage is available on commercially reasonable terms.

Article 28: PARKING

Section 1: Parking will continue to be provided at no cost to employees. Parking is permitted only in designated parking areas. On street parking is not normally permitted.

Section 2: Employer's parking areas will be maintained, safe and well-lit.

Article 29: INVOLUNTARY TRANSFERS/REASSIGNMENTS

The Employer will not make permanent (more than thirty days) involuntary transfers or reassignments of an employee from one site to another without a programmatic reason, which will not be applied arbitrarily. Thirty days notice will

be given unless state mandate or other unexpected circumstances require less notice.

Article 30: LEGAL CONFLICTS

Should any Federal or State law, municipal ordinances, or any court or administrative order or ruling in each case applicable to the Employer conflict with any provision of this Agreement, the provision so affected shall be made to conform to the law, ordinance, order or ruling, and otherwise the Agreement shall continue in full force and effect.

Article 31: MAINTENANCE OF PROPERTIES

Employees shall not normally be required to shovel snow, mow lawns, or move furniture or other heavy objects from one location to another, except in an emergency. Staff will actively support residents with such tasks whenever such tasks are part of the client skills building program.

Article 32 APPEARANCE AND ATTIRE

Employees' appearance should meet the following guidelines: Be safe; Be appropriate for the environment; Be non-provocative.

If the Employer decides a staff person is in violation of this dress code, the staff person may be asked to go home and change. The time required to do so is without pay. Repeated violations of the policy may cause the Employee to be subject to discipline. The decision and the loss of pay shall be subject to the grievance procedure.

Article 33 ORIENTATION PERIOD

A newly hired employee may be discharged or laid off during his/her initial 120 day orientation period and such action shall not be the basis of a grievance or arbitration under this agreement. During this initial orientation period employees will be required to successfully complete all mandatory trainings of the agency and any other specialized training outlined in their particular job description. During this orientation period all employees shall have successfully completed a CORI and submitted a valid driver's license. Any exceptions to these requirements may only be granted by the Executive Director.

Article 34: NO STRIKE/NO LOCKOUT

Section 1. The Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any mass absenteeism, work stoppages, strike, sit-down, sit-in, walkout, sick out, slow-down, sympathy strike or refusal to cross a picket line at the Employer's facility, or any parent, affiliate, subsidiary, or other related entity, or in any other way interfere with or interrupt the Employer's

operations for any reason during the life of this Agreement, or any written extension thereof. The Employer agrees that it shall not lockout employees during the life of this Agreement.

Section 2. The Union, its officers, officials and agents, shall be immediately accessible to the Employer and shall immediately take all prompt and effective measures to prevent and stop any acts described in Section 1 of this Article, including, but not limited to, immediately contacting by telephone, telegram, overnight mail, or any other manner that would assure immediate contact with each individual engaged in such acts a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be a violation of Section 1 of this Article.

Section 3. An employee who engages in any conduct which violates the provisions of Section 1 may be subject to discipline up to and including discharge notwithstanding the provisions of Article 5, Discipline and Discharge. Said conduct shall constitute just cause for discharge, and the disciplined or discharged employee shall not have recourse to Article 6 – Grievance Procedure, provided however, that an employee who alleges that he or she did not engage in any conduct prohibited by Section 1 may have recourse to Article 6 – Grievance Procedure, where the sole question to be decided will be whether the employee engaged in any conduct prohibited by Section 1.

Section 4. In the event of an alleged violation of this Article, the aggrieved party shall not be required to adhere to the grievance and arbitration procedures of Article 6 of this Agreement. The aggrieved party may institute special arbitration proceedings regarding such violation by telegraphic notice thereof to the other party and to the American Arbitration Association which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator upon appointment shall notify the Employer and the Union by telegraphic notice, and hold a hearing within twenty-four (24) hours after his/her appointment. The fee and other expenses of the arbitrator in connection with this arbitrator shall be shared equally by the Employer and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have the jurisdiction to issue a cease and desist order with respect to such a violation and order such relief as he/she may deem appropriate to promptly terminate such a violation. No opinion shall be required by the arbitrator but only a written order and award which shall be issued at the hearing. Such award and order shall be confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application, or petition of the aggrieved party. Nothing herein shall preclude the Employer or the Union from instituting a federal or state court action to remedy any violation of this Article.

Section 6. For all purposes in this Article and throughout this agreement, Officers of the Union, including Stewards, shall be considered agents of the Union.

Article 35: HOLIDAYS

Staff required to work on Thanksgiving and Christmas will receive double pay under the following guidelines:

Thanksgiving Eve – Eligible hours for the Thanksgiving holiday double time will commence at 11:00 p.m. the day prior to Thanksgiving for assigned awake hours.

Thanksgiving Day – Eligible hours commence at 7:00 A.M. and end at 11:00 P.M.

For the Christmas holiday eligibility for double time commences at 5:00 p.m. on Christmas Eve and ends at 11:00 P.M. on Christmas Day.

For Memorial Day, Independence Day and Labor Day, the Employer will pay time and a half for hours actually worked on the holiday (between 12:00 a.m. and 11:59 p.m.) For New Years Eve, the Employer will pay time and a half for hours worked between 5:00 p.m. on December 31 and 4:00 p.m. on January 1.

Article 36: BEREAVEMENT

An employee shall be given leave with pay at his/her regular rate for 3 working days absence in the event of a death in the family. The family shall be defined, for the purposes of this article as the employee’s spouse, domestic partner, parents, children, grandparents, siblings, aunt/uncle, grandchildren, mother-in-law, father-in-law, brother-in-law and sister-in-law. Additional time off may be granted at Employer’s discretion on a case-by-case basis.

Article 37: EARNED TIME AWAY and EXTENDED SICK LEAVE

Section 1. All personal and sick leave shall be consolidated into two categories called Earned Time Away (ETA) and Extended Sick Leave (ESL). ETA may be taken for any purpose. ESL may be used as set forth in Section 6 of this article.

Section 2. All full-time and regular part time employees will accrue ETA and ESL leave as follows:

<i>Years of Service</i>	<i>Earned Time Away Accrual Rate</i>	<i>Extended Sick Leave Accrual Rate</i>
-------------------------	--	---

Upon hire	25 SWS	5 SWS
Completion of 1 year	30 SWS	5 SWS
Completion of 3 years	35 SWS	5 SWS
Completion of 10 years	40 SWS	5 SWS

Section 3. A Standard Work Shift (SWS) is defined as the number of hours regularly scheduled per week divided by 5.

Section 4. Employees shall accrue ETA and ESL upon successful completion of the Orientation Period. When an employee successfully completes the Orientation Period, he/she shall be credited with ETA and ESL back to the first day of employment. During the Orientation Period, full-time employees shall “bank,” but not accrue, 7.69 hours of ETA per pay period and 1.54 hours of ESL per pay period. Part-time employees shall “bank,” but not accrue a pro-rated amount of ETA and ESL. Employees in their Orientation Periods may use ETA because of illness or unforeseen emergency. Upon successful completion of the Orientation Period, ETA and ESL will be accrued on a bi-weekly basis and may be taken once it is credited on the employee’s pay statement.

Section 5. Accrued but unused ETA shall be lost after March 31 of the year following the year in which it is accrued, except that up to 15 SWS of ETA accrued in the prior year but unused as of March 31 may be carried over and another five (5) SWS may be carried over as ESL. If in the sole judgment of the employer, there are sufficient resources to allow for buy-back of ETA, Employees who have been employed for more than 24 months and have accrued more than 15 SWS of ETA will be so notified and will be given the opportunity to redeem up to 5 SWS of ETA.

Section 6. ESL may be used beginning the 1st day of an injury resulting from an accident or the 8th calendar day of an illness. ESL also may be used beginning on the 1st day of in-patient hospitalization. Written medical verification for the absence may be required by the Employer. Accident shall mean an event, which is sudden, unexpected and unintended.

Section 7. Up to 44 SWS of ESL accrued but unused as of December 31st of any year may be carried over to the following year. Accrued but unused ESL will not be paid upon termination of employment.

Section 8. Except for illness or unforeseen emergency, ETA shall be scheduled and approved in advance through the employee’s supervisor. Where there is a conflict of choice of ETA among employees, seniority shall prevail for requests submitted at least one hundred twenty (120) days in advance. ETA

requests submitted less than one hundred twenty (120) in advance shall be granted in order of request.

ETA requests for up to two (2) SWS must be submitted at least seven (7) calendar days in advance. ETA requests for up to five (5) SWS must be submitted at least fourteen (14) calendar days in advance, and the Employer shall provide a response within three (3) business days. ETA requests for more than five (5) SWS must be submitted at least thirty (30) calendar days in advance, and the Employer shall provide a response within five (5) business days. Any request for more than ten (10) SWS must be approved by the Program Director in addition to the Supervisor. ETA requests of up to one (1) full SWS or up to one (1) regularly scheduled shift may be granted by the Employer, in its sole discretion, in the absence of seven (7) calendar days advance notice. However, notwithstanding the foregoing, employees seeking to use ETA for one (1) regularly scheduled shift that exceeds two (2) SWSs must submit a request at least seven (7) calendar days in advance. Requests for ETA shall not be unreasonably denied. In the event of any arbitration regarding the application of the previous sentence, the losing party shall bear all costs associated with the arbitration.

In no event may an employee request ETA more than one hundred fifty (150) calendar days in advance.

Section 9. If the Employer has reason to doubt the legitimacy of an employee's claim of illness or unforeseen emergency, the Employer may require the employee to provide appropriate medical documentation in the event an employee reports that he/she is unable to report to work because of injury or illness. Failure to comply with the notification/documentation requirements may result in the denial of leave and/or disciplinary action.

Section 10. If an employee is scheduled to work on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day or Christmas Day, an employee may not request more than two of the aforementioned holidays off in a calendar year unless the employer determines that the absence can be accommodated.

Article 38: HEALTH AND DENTAL INSURANCE

Section 1. Eligibility. All full-time and part-time employees who are scheduled to work 20 hours per week or more will be eligible for health and dental insurance benefits provided by the employer.

Section 2. Cost Sharing. The cost of health insurance premiums shall be shared by the Employer and eligible employees, as outlined in this section. The Employer, at its option, may offer alternative health insurance plans. For the plan year July 1, 2006 – June 30, 2007, the Employer shall fund an amount equal to a

percentage of the lowest cost health insurance plan it offers, according to the following schedule:

Scheduled hours per week	Individual Plan	Family Plan
35 – 40 hours	87.45%	62.00%
30 – 34 hours	83.39%	55.63%
25 – 29 hours	79.95%	49.77%
20 – 24 hours	76.01%	43.32%

In all subsequent years of this Agreement, the Employer shall fund an amount equal to a percentage of the lowest cost health insurance plan it offers, according to the following schedule:

Scheduled hours per week	Individual Plan	Family Plan
35 – 40 hours	87.45%	65.00%
30 – 34 hours	83.39%	58.63%
25 – 29 hours	79.95%	52.77%
20 – 24 hours	76.01%	46.32%

The designated lowest-cost plan in subsequent years of the collective bargaining agreement shall be HMO Blue New England, or a plan offering substantially similar levels of coverage.

Employees shall be responsible for the remainder of the cost of medical insurance, regardless of the medical insurance plans they select. In the event medical insurance plan premiums increase, the Employer shall continue to fund an amount equal to the percentage of the cost of the low cost plan designated in this Article. The parties agree that the Employer has the right to modify and/or eliminate health insurance plans.

Section 3. Employer subsidies. The Employer shall continue to subsidize the deductibles at the rate of 75% of the overall cost of deductibles for both individual, employee plus one and family plans. Notwithstanding the previous sentence, for the plan year beginning July 1, 2007, the Employer shall subsidize deductibles at the rate agreed to by the Employer and the Union by letter dated June 6, 2007.

Section 4. Selection of Health Insurance Carrier. The employer aims to offer quality health coverage at a cost that is affordable for employees and for the agency. As open enrollment approaches, a staff/management committee, to which the Union may appoint two members, will convene before the plan renewal date to review insurance options and make recommendations to the Employer before a decision is made by the Employer of which plan(s) to offer.

Section 5. Dental Insurance. The employer shall offer dental insurance on a voluntary basis at the employee's expense as long as such coverage is reasonably available to offer.

Section 6. Domestic Partners. The domestic partners of employees shall be eligible to participate in the employer's health and dental plans as long as such coverage is reasonably available, and employees requesting such coverage have provided the Affidavit of Domestic Partnership.

Section 7. Any issue concerning the provision of health and/or dental insurance that that is not specifically addressed in this Agreement shall be governed by the terms of the plan documents and shall not be grievable or arbitrable under the provisions of Article 6, Grievance and Arbitration.

Article 39: WAGES

Section 1 Wage Increases.

FY08 Wage Increases

All Employees who are eligible for pay increases funded by the state for fiscal year 2008 through funds commonly known as "salary reserve" shall be paid the amount of increase required by the state budget language authorizing the "salary reserve" retroactive to July 1, 2007. Retroactive portions of the salary reserve shall be paid within 30 days of the Employer's receipt of the salary reserve monies from the Commonwealth. The retroactive payment of salary reserve

monies allotted by the Commonwealth to the Employer shall be apportioned among active employees based on straight time hours worked.

All employees shall receive a 3.0% increase to base wages effective January 18, 2008. This amount shall be inclusive of the salary reserve increases for those employees who are eligible.

FY09 Wage Increases

If the Commonwealth's budget for FY09 includes a salary reserve of at least \$20 million, all employees shall receive a 2.75% increase to base wages, inclusive of the salary reserve. For employees in the Adult Program, the increase shall become effective upon the Employer's receipt of salary reserve monies but shall be retroactive to July 1, 2008. Retroactive portions of the salary reserve shall be paid within 30 days of the Employer's receipt of the salary reserve monies from the Commonwealth. The retroactive payment of monies allotted pursuant to this paragraph shall be based on all hours worked. For employees in the Children's Program, the increase shall become effective on July 1, 2008.

If the salary reserve for FY09 is greater than 2.75%, employees in the Adult Program shall receive an increase equal to the salary reserve (excluding amounts the Employer is authorized to use for the cost of fringe benefits). Employees in the Children's program shall receive a 2.75% increase to base wages.

If the Commonwealth's budget for FY09 does not include a salary reserve of at least \$20 million, wage increases shall be as follows:

Adult Program

All Employees who are eligible for pay increases funded by the state for fiscal year 2009 through funds commonly known as "salary reserve" shall be paid the amount of increase required by the state budget language authorizing the "salary reserve" or 2.0%, whichever is higher, retroactive to July 1, 2008. Retroactive portions of the salary reserve shall be paid within 30 days of the Employer's receipt of the salary reserve monies from the Commonwealth. All employees in the Adult Program who are not eligible for the salary reserve shall receive an increase to base wages in an amount equal to those increases that salary reserve-eligible employees receive at the same time. The retroactive payment of monies allotted pursuant to this paragraph shall be based on all hours worked.

Children's Program

Effective July 1, 2008, all employees in the Children's Program shall receive a 2.47% increase to base wages.

FY10 Wage Increases

Adult Program

All Employees who are eligible for pay increases funded by the state for fiscal year 2010 through funds commonly known as “salary reserve” shall be paid the amount of increase required by the state budget language authorizing the “salary reserve” or 2.0%, whichever is higher, retroactive to July 1, 2009. Retroactive portions of the salary reserve shall be paid within 30 days of the Employer’s receipt of the salary reserve monies from the Commonwealth. All employees in the Adult Program who are not eligible for the salary reserve shall receive an increase to base wages in an amount equal to those increases that salary reserve-eligible employees receive at the same time. The retroactive payment of monies allotted pursuant to this paragraph shall be based on all hours worked.

Children’s Program

Effective July 1, 2009, all employees in the Children’s Program shall receive a salary increase in an amount equal to the Commonwealth’s “estimated rate of inflation for social service programs” or 2.0% increase to base wages, whichever is higher. Any wage increases pursuant to this paragraph shall be capped at 3.0%

FY11 Wage Increase

Adult Program

All Employees who are eligible for pay increases funded by the state for fiscal year 2011 through funds commonly known as “salary reserve” shall be paid the amount of increase required by the state budget language authorizing the “salary reserve” or 2.0%, whichever is higher, retroactive to July 1, 2010. Retroactive portions of the salary reserve shall be paid within 30 days of the Employer’s receipt of the salary reserve monies from the Commonwealth. All employees in the Adult Program who are not eligible for the salary reserve shall receive an increase to base wages in an amount equal to those increases that salary reserve-eligible employees receive at the same time. The retroactive payment of monies allotted pursuant to this paragraph shall be based on all hours worked.

Children’s Program

Effective July 1, 2011, all employees in the Children’s Program shall receive a salary increase in an amount equal to the Commonwealth’s “estimated rate of inflation for social service programs” or 2.0% increase to base wages, whichever is higher. Any wage increases pursuant to this paragraph shall be capped at 3.0%

If the Commonwealth funds a wage increase known as the Quality Care Fund, or an increase known by any other name, for which bargaining unit employees are eligible, the parties shall negotiate over the distribution of such monies.

Section 2.

(a) Start Pay. The start pay rates shall be as follows:

Counselor 1: (Residential Aide, One: One Aide, Vocational Aide):

Effective 1/18/08: \$11.10
Effective 7/1/08: \$11.20
Effective 7/1/09: \$11.30

Counselor 2: (ADL, DC 2, Vocational Counselor):

Effective 1/18/08: \$12.10
Effective 7/1/08: \$12.20
Effective 7/1/09: \$12.30

Child Care Worker: \$12.00

Awake Overnight: \$14.00

Direct Care Float: \$12.00

SPED Teacher with SPED certification \$19.50

SPED Teacher: \$16.25

SPED Aide/DC II: \$12.00

Teacher (formerly Classroom Teacher) with Certification: \$16.83

Teacher (formerly Classroom Teacher): \$14.50

Medical Assistant: \$12.00

Clinician (formerly Therapist or Caseworker with Masters and licensure): \$40,040 annually

Nurse LPN: \$18.00

Nurse R.N.: \$22.00

Intake coordinator: \$16.50

Lead Cook: \$14.50

Cook: \$12.00

Substitute:

Effective 1/18/08: \$11.60
Effective 7/1/08: \$11.70
Effective 7/1/09: \$11.80

Social Service Case Aide: \$15.50

Behavior Specialist:

Effective 1/18/08: \$13.50
Effective 7/1/08: \$14.00
Effective 7/1/09: \$14.30

(b) Employees making less than the newly established starting rates shall be moved to the newly established starting rates upon the effective dates of the upgrades, as reflected in Article 39, Section 2(a). Across the board increases shall be calculated on the upgraded rate.

(c) Clinician is an exempt professional position.

Section 3. Staff will receive a \$3.00 per hour differential for the hours they serve as Supervisor Designee as requested by the employer. (Effective upon ratification.)

Section 4. Staff whose position is not Awake Overnight will receive a \$2.00 per hour differential for scheduled awake hours on an overnight shift.

Section 5. Staff who involuntarily move permanently to a lower paid job will continue to receive their higher pay rate, but will receive no pay raises until subsequent bargaining unit raises added to the lower wage rate exceed the Employee's wage rate.

Section 6. An employee who during his or her regular shift, at the request of his or her supervisor, for more than 7 hours, assumes all the responsibilities of a higher-paying bargaining unit job will receive, for the hours they are filling in, a pay rate no less than the same percentage above the start rate of the job in which they are filling in as the employee's pay rate is above the start rate in the employee's regular job. The foregoing shall not apply to work as a substitute.

Section 7. An Employee who receives a promotion (move to a classification with a start pay higher than the start pay of the employee's current classification) shall earn no less than the same percentage differential that the employee was above the start rate of his/her prior position. (For example, if the employee wage rate in his/her prior position was 5% above the start rate, he/she shall earn no less than 5% above the start rate in the position to which the employee was promoted).

Section 8. An Employee who voluntarily terminates his or her employment and is rehired by the Employer in his or her same classification within one year of the date of termination shall receive the same pay as he or she was receiving as of the date of the termination.

Section 9. All SPED Teachers and Teachers must be or be consistently working towards their respective certifications.

Section 10. If an employee voluntarily assumes a position in a lower classification, the employee's wage rate in the lower position shall be the same percentage above the applicable base rate that the employee received in his/her former higher classification.

Article 40: SHORT-TERM DISABILITY

The employer shall offer group policy of Short Term Disability Insurance on a voluntary basis at the employee's expense. As of the date of this agreement the Employer has a policy with Fort Dearborn Life (the "STD Policy"). The STD Policy renewal date is July 1. The terms and conditions of the STD Policy are as set forth therein and are governed solely by the insurance plan documents. By way of general description, the STD Policy provides income replacement from the first day of an accident or the eighth day of an illness. Employees may select a weekly benefit amount of up to 70% of their regular base pay. The benefit lasts up to 13 weeks. The premium amount varies according to benefit amount and age. Participation is available to full or regular part-time employees who work 20 or more hours per week. Employees are eligible on the first day of the third month of employment or July 1. Any issue concerning the short term disability insurance plan that is not specifically addressed in this Agreement shall be governed by the terms of the plan documents and shall not be grievable or arbitrable under the provisions of Article 6, Grievance and Arbitration.

Article 41: LONG-TERM DISABILITY, LIFE INSURANCE

Section 1. The employer shall offer a group policy of Long-Term Disability insurance fully paid by the employer. As of the date of this agreement the Employer has a policy with CIGNA Disability Insurance ("LTD Policy"). The LTD Policy renewal date is January 1. The terms and conditions of the LTD Policy are as set forth therein. By way of general description, the LTD Policy allows employees to apply for 60% of basic monthly earnings (up to \$5,000) after three months of disability.

Section 2. The employer shall offer a group policy of life insurance fully paid by the employer. As of the date of this agreement the Employer has a policy with the Hartford Life and Accident Insurance Company ("Life Policy"). The Life Policy renewal date is January 1. The terms and conditions of the Life Policy are as set forth therein. By way of general description, the Life Policy provides Life Insurance of \$10,000 and Accidental Death and Dismemberment Insurance up to \$10,000.

Section 3. Eligibility under the LTD Policy and Life Policy is as stated therein. Under the current policies, participation is available to full or part-time employees who work 20 or more hours per week in a regular position. Eligibility is on the first day of the third month of employment, or July 1 (Open Enrollment). Any issue concerning the long term disability and/or life insurance plan that is not specifically addressed in this Agreement shall be governed by the terms of the plan documents and shall not be grievable or arbitrable under the provisions of Article 6, Grievance and Arbitration.

Article 42: RETIREMENT PLAN

The employer shall offer a 403(b) retirement plan. Participation shall be voluntary. Employees may participate through salary contributions of at least 1% of base salary per pay period. Upon an employee's contribution of 1% or more of base salary, the Employer shall contribute 2% of an employee's base salary for that pay period. As of the date of this agreement the Employer offers the Lincoln Life Group Variable Annuity III ("Plan"). The terms and conditions of the Plan are as set forth therein. By way of general description, the Plan provides 30 investment choices, with 100% vesting of the Employer's contribution from day one. Participants have access to their accounts on-line and on the telephone, and receive quarterly statements. The Plan provides a variety of withdrawal options. Eligibility for the Plan is on the first day of the third month of employment, and the first of any month thereafter. The Employer may, but shall not be required to provide more than one retirement plan on a contributory or non-contributory basis. Any issue concerning the 403(b) retirement plan that is not specifically addressed in this Agreement shall be governed by the terms of the plan documents and shall not be grievable or arbitrable under the provisions of Article 6, Grievance and Arbitration.

Article 43: BENEFITS FOR PART-TIME EMPLOYEES AND OVERNIGHT STAFF

All regular part time Employees with a regular schedule of 20 hours or more per week are eligible for the Employer's benefit package. Benefits are pro-rated based on the employee's standard hours per week. Asleep overnight staff shall accrue benefits at the same rate as other staff, effective April 1, 2003.

Article 44: EFFECT OF AGREEMENT

No amendment to this Agreement shall bind the parties hereto unless in writing signed by the parties hereto.

The parties further agree that only matters that are expressly and specifically limited or restricted by a provision of this Agreement shall be subject to the grievance/arbitration provisions of this agreement.

Article 45: COMPLETE AGREEMENT

Section 1. 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 the exercise of that right and opportunity are set forth in this Agreement.

Section 2. The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement, including, but not limited to any past practices.

Article 46: COMMITTEE ON POLITICAL EDUCATION

Section 1. The Employer agrees to deduct any voluntary COPE contribution from the biweekly earnings on an employee who has voluntarily authorized the making of such deduction in writing on a form acceptable to the Employer. Such deduction shall be in the amount designated by the employee and shall be made in accordance with the terms of the authorization. The Employer will transmit the deducted amounts to the Union **at the time** the Employer transmits union dues/agency service fee in accordance with Article 7 "Union Membership". In addition to the deducted amounts, the Employer shall transmit to the Union the following information for each employee for whom deductions are made: (a) name and (b) amount deducted.

Section 2 - An employee may revoke a written authorization for deduction at any time.

Section 3 - The Employer shall be relieved from making deductions pursuant to this Article for an employee upon any of the following:

- (a) termination of employment
- (b) transfer to a job outside the bargaining unit
- (c) layoff from work
- (d) an unpaid leave of absence
- (e) revocation of the deduction authorization with its terms

The Employer will resume the COPE deduction if a laid-off employee is recalled or a terminated employee is rehired, provided the employee executes and submits to the Employer a new authorization for deduction.

Section 4 - The Employer assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article and the Union agrees that it will indemnify and hold the Employer harmless from any claim, action, omission or proceeding by any employee from deductions made by the Employer under this Article. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5 - The Employer shall not be obliged to make COPE deductions from any employee who, during the dues pay period involved, shall have failed to receive sufficient net wages (i.e. gross wages, less taxes, applicable state and federal withholdings, garnishments, and other deductions authorized by the employee and/or law) to equal the COPE deduction.

Article 47: MEDICATION ADMINISTRATION

Med-Trained staff. Med-trained staff assigned to one off-campus building shall not be required to travel to another off-campus building during the same shift to disburse medications, except in emergency situations as determined by the Employer.

Article 48: OVERNIGHT DIRECT CARE STAFF

Overnight direct care staff who work from 8:30 p.m. to 8:30 a.m. shall not be required to accompany residents on community outings during such shifts.

Article 49: EFFECTIVE DATE AND DURATION

Except as otherwise provided herein, this Agreement shall become effective as of the date of ratification (February 29, 2008) and continue in full force and effect through June 30, 2011.

Article 50: NOTICE

Any notice which is required to be given pursuant to any provision of this contract shall be directed as follows:

If to an Employee: to the Employee’s last known home address listed in the records of the Employer.

If to the Employer: Executive Director
Latham Centers, Inc.
1646 Route 6A
P.O. Box 1879
Brewster, MA 02631

If to the Union: Service Employees International Union, Local 509
Building 131, 2nd floor
400 Talcott Avenue
Watertown, MA 02472

Notices required to be given under Article 14 Section 3 shall be given by certified mail or recognized overnight delivery service. All other notices may be given by first class mail, or in the case of the Employer and any Employee, by hand delivery to the employer’s Executive Director’s office or to an Employee at his or her place of employment.

Latham Centers, Inc.

Service Employees International Union,
Local 509

The parties agree that the following sideletters are in effect for the duration of this agreement. Where the terms set forth in a side letter have been fulfilled, the side letter is maintained for historical purposes only.

As Agreed 5/13/05

THIS SIDE LETTER AGREEMENT is entered into between SEIU Local 509 (Union) and Latham Centers, Inc. (Employer).

The union and the Employer have entered into a Collective Bargaining Agreement dated July 1, 2005. in connection therewith, the Union and the Employer negotiated certain additional agreements which the parties agreed would be contained in this Side Letter Agreement. This Side Letter Agreement shall have the same effective and termination date as the Collective Bargaining Agreement.

The parties therefore agree as follows:

1. The position of psychiatric nurse practitioner is currently held by Jacqueline Rollock Durette. Ms. Durette is paid a salary based upon an hourly rate of \$17.36 for FY 2005 and a twenty hour work week. The parties acknowledge that Ms. Durette's services shall continue to be provided on an as needed basis and her salary, as previously described shall continue to be paid whether she works more or fewer than twenty hours. Ms. Durette shall otherwise be subject to the Collective Bargaining Agreement (including bonus and salary increase) as are all other employees under the Collective Bargaining Agreement. In the event that Ms. Durette should vacate her position and the Employer desires to fill the position with a new employee, the Employer and the Union will meet to negotiate a rate for the position.

Latham Centers, Inc.

By: _____
Name:
Title:

SEIU Local 509

By: _____
Name:
Title

[This Side Letter was amended in conjunction with the negotiation of the January 13, 2007 – January 17, 2008 collective bargaining agreement to remove agreements that were rendered extraneous as a result of the passage of time.]

**MEMORANDUM OF AGREEMENT
REGARDING WAGE INCREASE FOR THE PERIOD
JULY 1, 2005 – JUNE 30, 2006**

(a) Those Employees employed as of July 1, 2005 who remain employed on January 13, 2007 who are eligible for pay increases funded by the state for fiscal year 2006 through funds commonly known as “salary reserve” shall be paid the amount of increase required by the state budget language authorizing the “salary reserve” retroactive to July 1, 2005; provided however, that if the amount of increase required by said state budget language is less than 3%, effective as of July 1, 2005 said employees shall be paid an additional amount which shall be determined so that the total amount of increase equals 3%. All other employees employed as of July 1, 2005 who remain employed on January 13, 2007 shall receive a pay 3% increase effective as of July 1, 2005. The retroactive portion of any increases set forth in this section shall be computed based on employee’s straight time hours only.

(b) Those employees who were not employed on January 1, 2005, but have been employed for at least twelve (12) consecutive months as of January 13, 2007, the date of ratification, and who continue to be employed on January 13, 2007, shall receive a one time payment computed based on 3% of the employee’s straight time hourly rate multiplied by the employee’s straight time hours worked for the period beginning on the employee’s date of employment and continuing to January 13, 2007.

(c) Retroactive portions of the salary reserve shall be paid in the payroll ending after January 15, 2007. The retroactive portion of any increases set forth in this section shall be computed based on employee’s straight time hours only.

Any disputes over the enforcement, interpretation or application of this memorandum of agreement shall be subject to the grievance and arbitration procedure contained in Article 6 of the collective bargaining agreement.

For Latham Centers, Inc.:

For Service Employees International
Union, Local 509:

Date:

Date:

SIDE LETTER

Latham and the Union agree that a car that is currently stationed at Weir Road shall be moved to Falmouth Road. Whenever it is not in use, the car shall be parked in the parking space assigned to the Falmouth Road location at all times. All staff may utilize the car stationed at Falmouth Road. All staff shall sign up for use of the car stationed at Falmouth Road through the on-line library.

Should circumstances change which, in the opinion of Latham, require reassessment of the car stationed at Falmouth Road, Latham shall provide notice and opportunity bargain over the impact of such decision.

FOR SEIU LOCAL 509:

FOR LATHAM CENTERS, INC.:

Date:

Date: