

# **Agreement**

between

**SEIU Local 509**

and

**Human Service Options, Inc.**

**June 1, 2009 – April 30, 2011**

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## Agreement

Agreement entered into as of the date of execution, by and between Human Service Options Inc., (hereinafter referred to as the "Employer") and Local 509, Service Employees International Union (hereinafter referred to as the "Union").

### Article 1: Recognition

1.1 *The Collective Bargaining Unit.* The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the following bargaining unit: all full-time and regular part-time non-professional direct care staff and relief non-professional direct care staff as defined in Article 1.2, and international trainees employed by the Employer at its facilities located in Massachusetts, but excluding office clerical employees, professional employees, managerial employees, casual employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

**1.2 Definitions.** Unless otherwise indicated by the context, the term "employee" when used herein shall refer to any of the employees covered by this Agreement. Employees shall fall under one of the following categories:

**"Full-time employee"** shall refer to any employee who normally works 40 or more hours per week in a permanent schedule as defined by the Employer.

**"Regular part-time employee"** shall refer to any employee who normally works less than 40 hours per week in a permanent schedule as defined by the Employer.

**"Relief Employee"** shall refer to any employee who is called occasionally to fill in for absent employees in the bargaining unit or to fill an open position on an interim basis or to perform bargaining unit work as needed also on an interim basis. These employees shall have the right to accept or reject a shift. Any employee filling a position on a relief basis is not committed to remain in that position beyond a two week period (both the employer and relief employee can cancel any shift with two week notice). There is no defined duration for a relief worker and an employee may remain in this designation indefinitely. Relief employees who average four (4) hours of work per week over a quarter will be included in the bargaining unit. Any relief employee who works a minimum of 26 hours per week in a single position for at least a three month period shall receive pro rated benefits for those hours beyond the initial three months.

**"Temporary employee"** shall refer to any employee who is hired to fill in for employees on leave of absence or vacation. Such employees shall not be covered by this Agreement unless they have six (6) or more months of continuous employment with the Employer. Depending upon the specific

**assignment and its duration, a relief employee may convert to a temporary employee.**

1.3 *New Classifications.* The Employer shall notify the Union and provide it with a copy of the proposed job description and wage rate for any new position.

Article 2: Non-Discrimination

2.1 No employee covered by this Agreement shall be discriminated against or harassed on account of race, color, religious creed, national origin, age, sex, sexual orientation, disability, veteran status, marital status, or because of participation in or non-participation in activities on behalf of the Union.

2.2 *Sexual Harassment.* The Employer and the Union agree that no individual shall be subject to sexual harassment as prohibited by state and federal law and will post at all Employer locations a joint statement of their commitment to this principle.

2.3 *Affirmative Action.* The parties to this Agreement see affirmative action as an important and significant objective and pledge to jointly work together to achieve those affirmative action requirements prescribed by law.

Article 3: Hours of Work

3.1 *Hours of Work.* The normal workweek for a full-time employee will consist of forty (40) hours within seven (7) consecutive days. The normal workweek for a regular part-time employee will consist of less than forty (40) hours within seven (7) consecutive days. There shall be no normal workweek for relief personnel. When called for an assignment, relief personnel may accept or decline the assignment. Once an assignment is accepted by a relief worker, it cannot be declined without fourteen (14) days prior notice, except for the same reasons that are allowed for absences of full time or regular part time workers. All employees are expected to begin their scheduled hours promptly and remain until the end of their scheduled shift except in emergency situations and with the express permission of management.

The Employer may remove a relief employee from the relief list or otherwise terminate the relief employee under the following circumstances:

- a. The Employer has maintained a relief list indicating the shifts, days and programs which the relief employee is available to work; and,
- b. The Employer has offered at least one (1) shift per month to the employee which meet the limitations indicated on the relief list (see "a" above); and,
- c. The relief employee has refused all offered shifts within a three (3) month period.

3.2 *Scheduling.* Staff scheduling is the responsibility of management. Schedules are made based on programmatic needs. If possible, the desires of affected employees will be taken into account in scheduling decisions. Once an employee is assigned a schedule it shall not be changed without two weeks written notice, except in emergency situations. Schedules shall not be changed for arbitrary or capricious reasons.

3.3 *Schedule Changes.* When the Employer desires to change the scheduling pattern (including regular days off and/or shifts) within a program the Employer will make such changes by first soliciting volunteers among the full and part time employees within the affected program provided that such selection process does not result in an incurrence of overtime expense. In the event that more than one individual volunteers, the assignments shall be made by company-wide full and part-time seniority as long as the assignment would not result in an incurrence of overtime expenses. If such changes cannot be made by soliciting volunteers, and the contemplated schedule change is greater than 14 days in duration, the Employer will notify the Union and offer it the opportunity to meet and propose solutions to management. In the event that the Union and Employer cannot agree on a solution within a reasonable period to effect such change in a timely manner, or the scheduling change is for a period of less than 15 days duration, then the scheduling changes will be made by inverse seniority (the least senior full or part-time employees in the program will be changed) as long as the assignment would not result in an incurrence of overtime expense.

3.4 When vacancies occur, a reasonable effort will be made prior to filling the vacancies to rearrange existing hours within the program so as to bring existing part-time workers regularly scheduled hours up toward 40 hours per week provided that such rearrangement would not unduly interfere with the ability to fill any resultant vacancy or result in the occurrence of overtime expenses.

3.5 Extra available shifts will be distributed equitably among full, part-time and relief employees in the program who ordinarily perform such work provided the assignment would not result in the incurrence of overtime expenses. If no such employees volunteer, the Employer will offer such extra available shifts to full-time, part-time and relief employees who work in different programs who have indicated an interest in working extra shifts at the program in question and have sufficient training and experience to perform the assignment, provided that such assignment does not result in the incurrence of overtime expenses.

No shift(s) will be covered by supervisory or non-bargaining unit personnel, other than the House Manager for the specific program at which extra shift(s) is(are) available, unless all eligible full-time, part-time and relief employees who work in the program have declined to work the extra shift(s).

3.6 When employees sign up for extra shifts, relief shifts or overtime shifts they shall indicate whether their election is subject to unrestricted reassignment or is restricted to a single location. Employees who make a restricted election are not required to accept

reassignment. Restricted elections can be cancelled by the Employer at any time prior to the commencement of the shift. Unrestricted elections shall not be cancelled by the Employer or employee with less than two (2) weeks notice, except for the same reasons that are allowed for absences during regular shifts. However, the Employer may reassign the employee on the same shift to a different location or program, as required by business needs provided that adequate public or private transportation is available to the employee to the reassigned location and that the reassigned location is less than 25 miles from the original assignment. If the reassignment would result in a commute in excess of five miles longer than the employee's commute to the original assigned work site, the Employer may, at its discretion, opt for payment of travel time by either (i) having the employee start and end their shift at the original assigned work site (and thus pay for travel time to and from the reassigned location), or (ii) pay up to a combined total of one hour's pay for travel time actually incurred to and from the reassigned location to the extent that it exceeds the employee's regular travel time to the original assignment. Absent overriding operational/programmatic needs, an employee's request for a particular option to accommodate a pre-arranged appointment will be honored. Mileage will be paid for any reassignment to the extent that it exceeds the employee's regular mileage to work, or if incurred from or in returning to the original assigned work site. In making reassignments the Employer will consider the expressed preferences of the employee subject to reassignment. In its discretion, the Employer will afford the employee the choice of accepting reassignment or declining the work opportunity (and forfeiting any compensation otherwise due).

3.7 In its discretion, the Employer may waive its right to avoid overtime expenses as otherwise allowed pursuant to the procedures outlined above in subsections 3, 4, 5 and 6.

3.8 Available shifts shall be offered to employees (including relief) in accordance with Article 3.5 and Article 3.6 prior to being offered to temporary employees.

#### Article 4: Overtime

4.1 All bargaining unit employees will be paid at the rate of one and one-half times the employee's regular straight-time hourly rate for all work performed in excess of forty hours in any payroll work week.

4.2 In the event that an employee involuntarily remains on duty and works beyond his/her normal shift, and has notified management of the need for staff coverage, such employee will be paid at double time for all such time worked. Reasonable good faith efforts will be used to avoid involuntary overtime. Involuntary overtime will be assigned by inverse seniority and on a rotating basis among staff of a given program. No provisions in this article shall be construed as a guarantee of any minimum hours of work.

4.3 For any overtime or extra shifts worked, pay, including overtime premiums, will be calculated on the employee's highest regular rate or the rate of the position for which

the overtime was worked, whichever is higher. There shall be no pyramiding of overtime or premium rates unless expressly provided for in this Agreement.

4.4 The following procedure, with the goal of equitable and impartial distribution of overtime opportunities, will be followed. Overtime will first be offered to employees at the house where it is needed on a rotating basis by a telephone call to the telephone number designated by the employee. If the employee does not respond within a reasonable amount of time in light of scheduling needs, the overtime will be offered to the next employee in the rotation order. If no such employees volunteer to work, then it will be offered to employees of the Agency who work in different programs who have indicated an interest in working overtime at the program in question and have sufficient training and experience to perform the assignment.

4.5 Overtime shifts shall be offered to bargaining unit members as detailed in Section 4 of this Article before being filled by supervisory or non-bargaining unit personnel, other than the House Manager for the specific program at which extra shift(s) is(are) available.

#### Article 5: Personnel Files

5.1 An employee will be permitted by prior appointment to examine his/her personnel file and to make copies of its contents. An employee shall have the right to comment, in writing, on anything placed in his/her personnel file. A copy of any evaluation, and any warning, suspension or other disciplinary action shall be given to the employee.

5.2 Any warnings (except those pertaining to client abuse or neglect, or to any unlawful discrimination or sexual harassment) that are placed in the employee's personnel file pursuant to Article 5.1 shall be removed after 1 year if there is no other disciplinary action for the same or similar conduct imposed within the one year period. Disciplinary suspension records shall not be subject to this provision.

#### Article 6: Seniority

6.1 *Definition of Seniority.* An employee's seniority 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 6.2. An employee will acquire seniority from his/her date of hire.

6.2 *Loss of Seniority.* An employee shall lose his/her seniority if he/she quits, resigns, retires, is terminated or fails to return from an approved leave of absence as scheduled. However, if the Employer chooses to re-hire a past employee within one (1) year of her/his separation from employment, s/he will regain the seniority s/he had on her/his last day of employment.

#### Article 7: Discipline and Discharge

7.1 The Employer shall have the right for just cause to discharge, suspend, demote or discipline any non-probationary employee.

7.2 The Employer will notify the Union within 48 hours by deposit in regular mail or by facsimile of any discharge, suspension or demotion of an employee.

Article 8: Probationary Period

8.1 All new employees shall be on a probationary basis for the first 90 calendar days after they have been hired. A newly hired relief employee shall complete a probationary period of the greater of three (3) calendar months or 375 hours actually worked.

The Employer may extend this probationary period by up to an additional three (3) months, or 375 hours for relief employees, upon written notification to the employee. The written notification must include the end date for the extended probationary period, the reason for extending the probationary period, and the steps the employee must take to successfully complete the extended probationary period.

8.2 All new employees shall attain Med Administration Program (MAP) certification by the end of their probationary period. Any probationary employee who does not become MAP Certified may be terminated, or, at the discretion of the Employer, may have her/his probationary period extended, as stipulated in Article 8.1.

8.3 An employee may be terminated during his/her standard or extended probationary period with or without cause and without recourse to the grievance/arbitration procedure.

Article 9: Successorship

9.1 The Employer shall notify any prospective purchaser of the existence of the collective bargaining representation by the Union of the employees covered by this Agreement. Prior to any sale of the Company, the Employer will provide the acquiring entity with a copy of this Agreement.

Article 10: Reduction in Force

10.1 In the event that the Employer decides that it is necessary to reduce its working force or cut back an employee's hours, it will notify the Union of any such decision and will post at all Employer locations a notice announcing the need for layoffs or reduction in hours and the affected programs and classification(s) of employees. 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.

10.2 Absent sufficient volunteers, the order of layoff or reduction in hours within the program targeted for layoff or reduction in hours shall be as follows:

- 1) volunteers; and
- 2) then, in reverse order of seniority (last in, first out), the least senior employee.

10.3 *Bumping.* If an employee is laid off from a program he/she will be offered to fill any vacancy in the agency for which he/she is qualified. If there are no such vacancies and he/she has at least two (2) years of seniority, he/she may bump the least senior person in his/her classification in any house in the agency or, if none exist, then he/she may bump the least senior employee in the agency regardless of classification provided that, in any of these cases, the less senior employee has less than two (2) years of seniority.

A laid off employee may bump into a position only if s/he either meets the qualifications as specified in the posting, or can meet the qualifications of the position within three months (90 days) of starting the new position. If an employee fails after 90 days to meet the qualifications of the position, s/he shall be offered any vacancies for which s/he is qualified. If no vacancies are available, or if the employee does not choose to fill any vacancies, s/he may be terminated without further recourse to the bumping procedure set forth herein.

10.4 *Notification.* The Employer will notify employees to be laid off, or to have hours reduced, a minimum of four (4) weeks in advance. Upon layoff, an employee will be paid for unused accrued paid leave.

10.5 *Recall.* An employee who is laid off will be eligible for recall for 1 year. Whenever vacancies occur in bargaining unit positions, employees who are on layoff will be offered recall on the basis of seniority. An employee who is recalled to his/her former position (same classification, hours, shift and work site) and refuses the position shall thereby lose recall rights.

10.6 When an employee has had his/her hours involuntarily reduced, the Employer shall make every effort to give that employee additional hours to make up the difference. Such employee shall have first preference to be given additional hours should they become available. An employee who is offered the same hours (same time and work site) that he/she involuntarily lost and refuses them shall lose the above-mentioned right to first preference.

10.7 Relief workers in a position targeted for layoff will be offered the opportunity to work relief in any other program for which they are qualified and for which they indicate an interest. With respect to reduction in force, relief personnel shall not have any seniority rights, bumping rights or recall rights.

#### Article 11: Grievance/Arbitration

11.1 A grievance is defined as any dispute of the Union against the Employer, or any bargaining unit employee against the Employer, arising during the term of this Agreement involving an alleged violation of the terms of this Agreement or an alleged failure to comply with this Agreement, or a dispute as to its interpretation or application.

11.2 In the event that the Union or an employee covered by this Agreement has a grievance, it shall be treated in the following manner:

Step 1: In the event that an employee covered by this Agreement has a grievance, the employee and/or Union shall submit the complaint in writing to the Program Director within twenty-one (21) calendar days of the occurrence of the event or the date that the employee knew or could reasonably be expected to have known of the event. **The Program Director or his/her designee will meet with the grievant.** At the employee's discretion, the employee may or may not be accompanied by a Union representative. However, the employee must notify the Union of the grievance. If the grievance is not timely raised in accordance with this Section, it shall be deemed abandoned and not entitled to consideration thereafter.

Step 2: In the event that the grievance is not settled or otherwise resolved to the satisfaction of the Union at Step 1, the complaint shall be reduced to writing and presented to the President of the Employer or his/her designee by the Union or employee within the later of fourteen (14) calendar days after written denial of the Step 1 grievance by the Employer or upon expiration of twenty-one (21) days of the Step 1 written grievance submission. Grievances concerning actions of the President or the Administration shall be filed directly at Step 2 within twenty-one (21) calendar days of the occurrence of the event or the date that the Union knew or could reasonably be expected to have known of the event. The written submission to the President shall specify the identity of the grievant, the specific acts or inactions at issue, the contractual provision allegedly violated, and the relief sought. The President or his/her designee will meet with the grievant **who may be accompanied by a representative of the Union.** The employee may be accompanied by co-worker witnesses on a voluntary basis. However, absent mutual assent by the Union and Employer, no other individuals, including private representatives of employees, may attend except for management personnel or representatives designated by the Employer. The grievance meeting shall be held at a time convenient to the parties between 7:00 a.m. and 7:00 p.m. If the grievance is not presented to the President within the time limits specified above, it shall be deemed abandoned.

When the grievant is represented by a union steward in either a Step 1 or Step 2 grievance hearing, the steward shall be given release time and be paid at her/his regular rate for the time spent in the hearing, if the hearing takes place during the steward's normal work time. In such cases, the Employer shall be responsible for arranging for coverage for the steward. The Employer will make every effort to schedule Step 1 and Step 2 grievance hearings during the steward's normal work week.

11.3 *Arbitration.* If the Employer's answer at Step 2 is not satisfactory to the Union or a response by the Employer is not given within a 21 day period following the Step 2 written submission, then the Union may initiate an arbitration proceeding by giving written notice to the Employer. The parties will attempt to agree on an arbitrator on a case-by-case basis. If the parties are unsuccessful at agreeing on an arbitrator, the Union may file said arbitration request with the American Arbitration Association. Unless

otherwise agreed to in writing by the parties, only one grievance may be submitted and subject to one arbitration. If the Union does not request arbitration within 30 days of the denial in Step 2, the Employer's position will be deemed final and binding.

11.4 Time limits set forth above may be extended by mutual written agreement of the parties. The written request for arbitration shall set forth the nature of the grievance, the names of the aggrieved employees, the specific contractual provision claimed to have been violated, and the specific remedy requested.

11.5 The arbitrator so selected shall schedule a hearing at which time the arbitrator shall have the power to make determinations of fact on the questions submitted to the arbitrator and apply them to provisions of the Agreement alleged to have been violated, so long as the matter is one which is subject to arbitration under the terms of this Agreement and so long as it is submitted to the arbitrator in accordance with the procedure herein specified. In interpreting and applying the provisions of this Agreement that are subject to arbitration and in making findings of fact in connection herewith, the arbitrator's interpretation must be in accordance with the spirit and letter of this Agreement. No arbitrator shall have the jurisdiction or authority to add, take from, nullify or modify any terms of this Agreement. The award of the arbitrator on any grievance properly submitted to him/her hereunder shall be final and binding upon the parties and the employee(s).

There shall be a presumption that an employee, other than a probationary employee, found to have been disciplined or discharged without just cause, shall be restored to her/his former status. However, based upon preponderance of evidence that reinstatement to a particular position poses significant harm to a particular individual(s) served, and that the employee can be restored to a position comparable in wage and schedule, the arbitrator shall have the discretion to deviate from the presumption provided his/her decision provides written support thereof.

The Employer shall have the right to credit against any back pay awarded any earnings or remuneration received by an Employee on account of work performed during the period involved including unemployment compensation payments and payments from other employers (when such payments from other employers replaced income lost due to the disciplinary action in question).

11.6. Each party shall be responsible for one-half of expenses and fees of an arbitrator designated under this Article unless the arbitrator finds a party's position to be frivolous.

11.7. Upon a finding that a party's position is frivolous, the arbitrator may assess such party full responsibility for expenses and fees. At any time when this relief is sought, the only verbal or written comment that can be presented to an arbitrator is as follows: "The [party] asks the arbitrator to award expenses and fees pursuant to Article 11, Section 7."

11.8 Any incident that occurred or failed to occur prior to the execution of this Agreement shall not be subject to the grievance-arbitration provisions of this

Agreement. All arbitration obligations hereunder expire contemporaneously with this Agreement.

**11.9 If the Union fails to take any action on a grievance for one year or more after a demand for arbitration has been filed, the grievance shall be deemed to have been withdrawn.**

Article 12: Management Rights

12.1 Except as limited by the express provisions of this Agreement the right to manage the business in all respects, to determine policy matters from time-to-time, and to operate the business and direct the employees, including the right to hire, suspend or discharge for just cause, the right to assign the jobs, to demote, to transfer employees, to increase and decrease the working force, to subcontract work, to eliminate department(s), to change hours, assignments and work schedules, to assign overtime, to move, sell, close or consolidate, and to establish standards of quality, are rights vested exclusively in the management of the Employer. These enumerated functions of management are not all inclusive, but indicate the type of matters or rights that are retained rights of the Employer.

12.2 The Employer shall have the right, from time-to-time to make reasonable rules necessary for the operation of its business, and the employees shall conform to and abide by such rules and regulations, provided that such rules and regulations shall not be in contravention to the provisions of this Agreement. The Union may challenge any rule implemented by the Employer under the grievance procedure at the time of promulgation, or if, promulgation is not known by the Union, at the time the Union becomes aware of such rule.

Article 13: No Strike/No Lockout

13.1 There shall be no strikes, sympathetic or otherwise, walkouts, sit-downs, boycotts, work stoppages, refusals to work or other concerted interruptions of production of any nature by the Union or by any employee(s) during the term of this Agreement.

13.2 The Employer may take disciplinary action, up to and including immediate discharge, with respect to any employee who causes, instigates or participates in any strike, walkout, sit-down, slowdown, boycott, work stoppage or other concerted interruption of production of any nature in violation of the provisions of this Article. In the event of such disciplinary action, the aggrieved employee and/or the Union shall have the right to bring a grievance only on the question of whether or not the employee caused, instigated or participated in such strike, walkout, sit-down, slowdown, boycott, work stoppage, refusal to work or concerted interruption of production in violation of this Agreement. The disciplinary sanction imposed for such conduct shall not be subject to review.

13.3 The Employer agrees that during the term of this Agreement there will be no lockouts.

Article 14: Health and Safety

14.1 Health and Safety. The Employer agrees to provide a safe and healthful work environment for employees. The Employer further agrees to comply with all applicable local, state and federal health and safety laws governing the workplace. Employees shall endeavor to observe safe and healthful work practices in the performance of their duties.

14.2 Employees will not be required to perform a task unassisted which training and/or established practice has identified as a task requiring two or more employees to carry out. This provision is not intended to prescribe minimum staffing levels.

14.3 Any employee who encounters an unsafe or unhealthy working condition may report the condition in writing to the House Manager, the Program Manager or the President. The employee may also file a grievance concerning such condition.

Article 15: Staffing

15.1 The Employer shall provide adequate staff coverage as dictated by applicable DMR regulations and contractual requirements.

15.2 It is the responsibility of the Employer to arrange coverage for all employee absences.

Article 16: Trainings

16.1 *Trainings*. Employees will be paid their regular (or overtime if applicable) rate for all required trainings attended. When an employee is scheduled to attend a required training at a time that is not part of the employee's regularly scheduled hours, the Employer shall not reduce or change the employee's regularly scheduled hours without the employee's agreement. The Employer will make reasonable efforts to schedule mandatory trainings at times convenient to both the employees and the Employer.

16.2 *Cancelled Trainings*. Employees who are scheduled to attend a required training which has been cancelled will be paid for the training at their regular rate for the amount of time the training was scheduled unless the employee has been notified of the training's cancellation at least 12 hours in advance. An employee who did not personally receive notification and attends the training as originally scheduled will be paid for the training at her/his regular rate for the amount of time the training was scheduled.

16.3 *Notification*. The Employer shall notify employees at least thirty (30) days in advance of the expiration of any mandatory certification for which it has or maintains

records by individual written notice. Upon request, an employee shall provide sufficient information to the Employer so that the Employer may make such notification in a timely manner. In the event that the Employer fails to notify an employee of a pending expiration, and the employee allows a certificate to expire and a suspension results, the maximum amount of backpay for which the Employer may be liable for such lack of notice is three (3) days. If it is necessary in order to return to work as soon as possible for an employee to attend a training provided by an outside agency, then the Employer will pay for this training.

**16.4 (a) *MAP Training.*** Any initial Medication Administration Program (MAP) training taken by a prospective employee or conditionally hired employee that is needed or required to meet minimum requirements for the position hired into shall be with compensation . Since MAP certification is an essential job requirement, a prospective employee or employee shall not be permitted to work in the homes absent said certification unless a non-MAP position is available. If no alternative positions are available and absent MAP certification the Employer may opt to suspend or terminate the employee for inability to meet the minimum requirements for the position. The Employer may at its own discretion, which shall not be subject to the grievance procedure, and based upon need, reassign the employee to a position that does not require MAP certification, if any exist. Should the employee remain employed, the Employer shall provide compensation to the employee for taking a second MAP training program. Any subsequent trainings by employees shall be at their own expense and shall not be compensated.

**(b) *MAP Recertification*** Pursuant to Article 16.1 employees attending MAP recertification training shall be paid their regular rate of pay to attend any such training. The Company shall pay for the initial recertification training session. Should the employee fail to pass the recertification the employee may not administer medications per Department of Public Health (DPH) policy. An employee shall be permitted to attend any recertification training offered by the Company a second and third time, the third time without compensation.

Any employee failing to become recertified after three (3) attempts is required to take the initial MAP certification program as per DPH policy. The employee shall be reassigned to a position that does not require MAP certification, if any exists and the employee meets the minimum requirements. Any such employee so assigned shall still be required to become recertified or certified within sixty (60) days to avoid discipline, up to and including termination. If there is no reasonable attempt to become recertified or certified, whichever the case may be, within thirty (30) days of the initial failure the employee shall be subject to discipline, up to and including termination.

**16.5** Any first aid or CPR trainings taken by a prospective employee or conditionally hired employee that are needed or required to meet minimum requirements for the position hired into shall be without compensation unless the

employee remains an HSO employee for two months at which point the employee will be paid for initial time spent training. For purposes of this provision such an individual shall not be deemed an employee and entitled to the benefits set forth in paragraph 16.1 until after he or she can meet the entrance requirements for the position they have been hired to fill. This provision shall not be applicable for current employees who apply for and receive a new position for which training is required that is offered by the Employer.

**16.6 *Human Rights Training*** The Commonwealth of Massachusetts has mandated that all employees attend a two (2) hour human rights training. From time to time the Company shall provide such trainings to comply with this mandate and assign employees to attend. The Employer will provide at least two months notice to employees regarding when the trainings will occur. Any employee failing to attend said training outside their scheduled work hours, without reasonable cause, may be subject to discipline.

Article 17: Vacancies and Postings

17.1 *Posting.* Whenever a vacancy in a bargaining unit position occurs or there are hours of direct care work which the Employer determines will be filled (a new position) and the requirements of Article 3.4 have been met, a notice of such vacancy will be enclosed in the employees' next pay check/pay receipt envelope, and shall include: a) job title; b) description of job duties and responsibilities; c) wage rate; d) job qualifications and requirements; e) job site; and f) shift and days off. The vacancy shall not be filled for a period of 10 consecutive days from the date of notice of vacancy. An employee interested in a vacancy shall apply in writing to the appropriate Program Director within the 10 day posting period.

17.2 *Selection.* In filling a vacancy in a bargaining unit position selection will be based on the following criteria: qualifications (as specified in the posting), experience with the relevant population and, when the selection pool includes existing bargaining unit employees, performance as stated in the overall performance rating. In the event that both (all) candidates are approximately equal with respect to the above criteria then the position will go to the bargaining unit member with the highest seniority. The Employee selected shall have a 30 day trial period in the new position, during which time the employee may voluntarily return to his/her former position or the Employer may mandate a return to the former position for just cause.

Article 18: Involuntary Transfers and Reassignments

18.1 In the event it becomes necessary for the Employer to involuntarily transfer or reassign employees from one program or location to another program or location for a period of longer than 14 days duration, the Employer will seek volunteers first. In the event there are no volunteers, the Employer will meet with the Union to discuss alternatives solutions. If no agreement can be reached the Employer may then proceed with the involuntary transfer or reassignment providing the affected employee at least

14 days written notice. The selection of an employee for such involuntary transfer or reassignment shall be based on inverse seniority among qualified employees and shall not result in a loss of pay.

18.2 In the case of an involuntary transfer or reassignment, the Employer shall provide the employee with in-service training in the new position, if necessary. The employee involved in the transfer or reassignment shall not assume full responsibility in the new position until such training has been completed.

18.3 Employees shall not be temporarily reassigned to another program involuntarily except as required by programmatic/staffing needs. Such assignments shall not be arbitrary or capricious. If such involuntary reassignments occur repeatedly within the same program, at the Union's request, the Union and the Employer will meet with the goal of finding an alternative solution.

18.4 Such involuntary reassignments shall occur only provided that adequate public or private transportation is available to the employee to the reassigned location and the reassigned location is less than twenty-five (25) miles from the original assignment. If the reassignment would result in a commute in excess of five (5) miles longer than the employee's commute to the original work site, the Employer may, at its discretion, opt for payment of travel time by either (i) having the employee start and end their shift at the original assigned work site (and thus pay for travel time to and from the reassigned location) or (ii) provide pay up to a combined total of 1 hour's pay for travel time actually incurred to and from the reassigned location to the extent that it exceeds the employee's regular travel time to the original assignment. Mileage will be paid for any reassignment to the extent that it exceeds the employee's regular mileage to work, or if incurred from or in returning to the original assigned work site, absent overriding operational/programmatic needs, an employee's request for a specific option to accommodate a pre-arranged appointment will be honored.

#### Article 19: Investigations

If an employee is subject to an investigation by the Employer or any outside agency as a result of a complaint, and the Employer determines that the employee cannot work at his/her regular work site pending the outcome of the investigation, the Employer will notify the Union and will either:

- a) reassign the employee temporarily to another work site with similar hours, shift and days off; or
- b) place the employee on administrative leave. Such leave will be with pay for a period of up to 3 weeks. If the investigation extends beyond three (3) weeks, the employee may choose to use any and all accrued benefit time to cover the lost hours. When placed on such administrative leave the employee shall be required to apply for unemployment and any such unemployment payments received as well as any wages earned beyond those which otherwise would have been earned absent suspension will be subtracted from pay received during the period of administrative leave.

Furthermore, during the investigation and prior to meeting with the investigator, the employee shall be informed of the specific charges and what agency is investigating the complaint to the extent known by the Employer and to the extent the Employer is permitted by law or outside agency procedures or protocols. Upon completion of such an investigation with a final disposition that does not substantiate the allegation, the employee shall return to his/her former position, including work site hours and schedule, unless an alternative is mutually agreed upon, and the employee shall be made whole for all lost wages and/or benefits.

Nothing in this article is intended to prevent the Employer from suspending an employee without pay as a disciplinary action for just cause at any time.

#### Article 20: Job Descriptions

20.1 All employees in the bargaining unit shall be provided with a copy of their job descriptions.

20.2 Supervisory, other HSO non-bargaining unit personnel and TES employees who prior to this agreement at times performed bargaining unit work shall continue to have the right to do so subject to any limitations elsewhere in this Agreement.

#### Article 21: Leaves of Absence

21.1 All leaves of absence shall be requested in advance (except in cases of emergency) and shall be approved by the Employer in a timely fashion. An employee shall accrue seniority while he/she is on an approved leave of absence but shall not accrue benefits.

21.2 *FMLA Leave.* The Employer agrees to fully comply with the Family and Medical Leave Act of 1993 (FMLA). Employees eligible under the FMLA shall be eligible for family and medical leave as defined by the FMLA. Employees who have been employed by the Employer for at least one (1) year or have worked at least 1,250 hours in the past year are eligible for these benefits. A total of twelve (12) weeks of FMLA leave will be granted to eligible employees for the following:

- a. because of the birth of a child of the employee and to care for the child;
- b. because of the placement of a child with the employee for adoption or foster care;
- c. to care for the spouse, a child, or a parent of the employee if the spouse, child, or parent has a serious health condition;
- d. because of a serious health condition that makes the employee unable to perform his/her job functions.

If possible, an employee wishing to use FMLA leave should give at least 30 days notice.

The Employer will not require any employee to use any accrued benefit time during an FMLA leave. During such leave the Employer will continue to pay its share of the employee's medical and dental insurance premium (pursuant to Article 42.2). Except as expressly modified herein, those rights, privileges and prerogatives attributable to the employee or Employer under the FMLA shall be exercisable by the employee or Employer, as applicable.

21.3 *Absence due to a Workers' Compensation Illness/Injury.* Employees on workers' compensation shall be granted leave for up to 18 months. During such leave the Employer will continue to pay its share of the employee's health insurance premium (pursuant to Article 42.2) for 6 months.

21.4 *Personal/Longevity Leave.* Employees with at least two (2) years of seniority may request an unpaid leave of absence for a period of 4-12 months for personal reasons. Approval of such leave, which may be subject to staffing/programmatic needs, shall not be unreasonably denied. An employee shall be eligible for only one such leave during the term of this Agreement. While on such leave the employee may not engage in any new gainful employment other than replacing any hours that may be lost from any job the employee held prior to the leave with another company.

21.5 *Union Leave.* An unpaid leave of absence shall be granted to an employee if such employee is elected or appointed to a full-time Union position. Such leave shall be for a minimum of 4 months and a maximum of 3 years. No more than one (1) employee shall be granted such leave at any one time.

21.6 *Family/Medical Leave.* Employees who have completed their probationary period and are incapacitated by illness and/or injury and thus are unable to perform their duties with or without reasonable accommodation shall be entitled to a medical leave of absence up to 6 months. Upon request, the Employee shall provide written certification from their physician for the need, or continued need, for such leave. Employees with a need to provide primary care for their parents, siblings, children or domestic partner shall be entitled to a family leave of absence for up to 6 months. Such leave shall be calculated concurrently with any FMLA and/or workers' compensation leave for which the Employee maybe eligible under 21.2, if applicable. During such leave the Employer will continue to pay its share of the employee's medical and dental insurance premium (pursuant to Article 42.2). In those circumstances when an employee's leave qualifies as, both as FMLA leave and family/medical leave, and thus run concurrently, the employee's entitlement to benefit contribution by the Employer shall be restricted to a cumulative total of three months.

21.7 *Return from Leave.* An employee returning from a leave of absence of 6 months or less will be placed in the same classification, number of hours, shift, schedule and work site as he/she was in prior to the leave. An employee returning from a leave of absence of greater than 6 months will be placed in the same classification and number

of hours, as he/she was in prior to the leave, and the same shift, schedule and work site he/she was in prior to the leave, if feasible.

21.8 Employees voluntarily reassigned to cover for employees on leaves of absence shall, upon return of the employee from his/her leave, return to their previous number of hours, shift, schedule and work site.

21.9 *Military leave.* Employees shall be granted military leave in accordance with applicable law.

21.10 An unauthorized failure to report for work immediately upon termination of an approved leave of absence period shall be deemed to be a voluntary resignation of employment.

21.11 For purposes of leaves of absences, a “domestic partner” shall be treated the same as a spouse. As used in this provision, a “domestic partner” may be of the same or different sex; unmarried and unrelated to the employee; legally of majority age and competent; is the Employee’s sole domestic partner; has shared the same residence with the Employee for at least 12 consecutive months with an intent to reside together indefinitely; and is jointly responsible with the Employee for the common welfare and financial obligations incurred during the domestic partnership.

**21.12 *Special Circumstances Leave* Any employee with at least one year of seniority and not qualifying for any other leave in this Article and who has exhausted their ETO benefits, may request an unpaid leave to the Residential Director and the Employer shall have sole discretion to grant or deny. Leave requests of more than one day must be submitted at least thirty (30) days in advance and requests for one day or less must be submitted at least seven (7) days in advance.**

**It is unlikely that leave will be granted during Thanksgiving week and between December 15 through January 10.**

#### Article 22: Union Business

22.1 *Visitation.* The Employer will allow a duly authorized Union steward (employee of HSO) access to the Employer’s premises or operated facilities for the purpose of conferring with employees covered by this Agreement to discuss or investigate potential and/or filed grievances pursuant to the collective bargaining agreement at times when any individuals living at the premises are either asleep or absent. Such visits with Union stewards and/or employees shall not interfere with the operations of the Employer. If during such a meeting the residents either return home or awaken, the meeting shall immediately cease. Prior to such visits the steward will notify the President or his/ her designee.

The Employer will allow a duly authorized Union representative to visit the Employer's premises for the purpose of investigating issues and/or grievances which are specific to that physical home and which require the presence of the Union representative in the physical home. The Union representative shall request permission for the visit to the home from HSO's President or designee. Permission to visit the home shall not be unreasonably denied.

If the Employer schedules a disciplinary hearing/conference to take place at one of the Employer's premises, a Union representative and/or steward will be permitted to be in attendance at the hearing/conference.

The Employer, upon advance request by the Union, will make reasonable attempts to move staff meetings to an alternative location in order to provide Union Representatives and/or stewards access to bargaining unit members.

**22.2 *Union Bulletin Boards/Notebooks.*** The Employer will allow the Union to maintain a notebook at each work site for the exclusive use of the Union except at work sites designated as cooperative apartments in which personnel manuals are not allowed.

**22.3 *Union Stewards and Officers.*** Union stewards and officers elected and/or appointed by, and acting as agents of, the Union shall be recognized by the Employer. Such Union stewards and/or officers are 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 provided such activities do not require the assignment of coverage personnel or interfere with consumer support. The Union will furnish the Employer with a written list of such stewards and officers.

**22.4 *Union Orientation.*** The Employer agrees to allow a Union steward fifteen (15) minutes with each new hire, at orientation if the new hire attends an agency-wide orientation, to provide them with a copy of this Agreement and to explain to them their rights and obligations as members of the bargaining unit.

**22.5 *Contract Negotiations.*** The Employer agrees to release the members of the Union negotiating committee from work, unpaid, to participate in negotiation meetings with the Employer with reasonable advance notice. Such leave, which maybe subject to staffing/programmatic needs, shall not be unreasonably denied.

**22.6 *Use of facilities.*** The Union shall be permitted to use the Employer's phone for local calls for the transaction of the Union business. Every reasonable effort will be made to conduct such business out of the hearing range of individuals being served by the Employer. In the event that fax machines or e-mail are implemented as communication methods for bargaining unit employees at work, the Employer agrees to meet with the Union to bargain over the ability to use them for the transaction of Union business.

22.7 *Conventions and Assemblies.* With reasonable advance notice, time off without pay shall be granted to elected delegates of the Union to attend conventions of the Massachusetts AFL-CIO and SEIU as well as the Local 509 stewards assembly, annual meeting, and Executive Board meetings. Such leave, which may be subject to staffing/programmatic needs, shall not be unreasonably denied. No more than four (4) employees will be eligible for this time off at any one time unless programmatic/staffing needs allow for more.

22.8 *Statewide Union Activity Leave.* With reasonable advance notice, time off with pay shall be granted for up to four (4) employees participating in a statewide union activity to address DMR funding. With reasonable advance notice and approval of the President or his designee, up to four (4) additional employees may be granted leave with pay to participate in statewide union activities to address DMR funding. Such leaves to be granted no more than once during each fiscal year. Employees will be chosen so that there will remain at least one experienced, MAP certified employee available to work each residential site. Employees will only be paid for the time spent at the union activity. The time spent on Statewide Union Activity Leave shall not accrue toward overtime pay for the employee on leave. The Employer may deny Statewide Union Activity Leave to an employee if coverage of the shift will result in overtime.

Article 23: Labor Management Committee

The Union and the Employer agree that during the life of this Agreement individuals designated by both parties shall meet at the request of either party at mutually agreeable times and places to appraise the other of any problems and/or concerns.

Article 24: Respect And Dignity

The parties agree that all employees, supervisors and individuals we serve must be treated with dignity and respect.

Article 25 : Reimbursement

The Employer will reimburse employees for costs due to repairing damage to employee's property caused by individuals served by the Employer or other work-related activities 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.
- The staff provide appropriate documentation (receipts) of costs incurred.

Article 26: 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 employee will be reassigned to another program subject to the conditions specified in the next paragraph or, in the Employer's discretion, be given the choice of such reassignment or using their paid leave time.

Such reassignment shall not be arbitrary or capricious. Such involuntary reassignments shall occur only provided that adequate public or private transportation is available to the employee to the reassigned location and the reassigned location is less than 25 miles from the original assignment. If the reassignment would result in a commute in excess of five miles longer than the employee's commute to the original work site, the Employer may, at its discretion, opt for payment of travel time by either (i) having the employee start and end their shift at the original assigned work site (and thus pay for travel time to and from the reassigned locations) or (ii) provide pay up to a combined total of one hour's pay for travel time actually incurred to and from the reassigned location to the extent that it exceeds the employee's regular travel time to the original assignment. Absent an overriding operational/programmatic needs, an employee's request for a specific option due to a pre-arranged appointment will be honored. Mileage will be paid for any reassignment to the extent that it exceeds the employee's regular mileage to work, or if incurred from or in returning to the original assigned worksite.

Employees are encouraged but shall not be required to go on overnight trips with individuals being served.

#### Article 27: Maintenance of Properties

Employees shall not be required to shovel snow from driveways, mow lawns, or move furniture (or other heavy objects) belonging to the client or the Employer from one location to another other than routine housekeeping duties. Employees shall during the winter months ensure that walkways, doorways and exterior stairs are shoveled allowing for appropriate access or egress in the event of an emergency. Employees may supervise or assist consumers in performing maintenance or landscaping duties at the Employer's work sites but shall not otherwise be required to perform such duties.

#### Article 28: Evaluation

Employee evaluations will be based on criteria that are job-related. Employees shall be given a copy of their evaluation once it has been completed. Employees may grieve an overall job evaluation of unsatisfactory.

#### Article 29: Orientation

The Employer will provide training to all newly hired employees prior to their start date, and site specific training to employees who have changed their work location.

Article 30: Paycheck Accounting

All employees will receive their paycheck on a weekly basis. Each worker's weekly paycheck shall clearly list the hours worked, gross amount paid per wage rate category, and all accrued and available benefit time.

The Employer will offer direct deposit of weekly paychecks, once the Employer's computer software allows.

Article 31: People We Serve

The parties acknowledge that, due to the Employer's direct care responsibilities, consumer needs and consumer expressed preferences must take precedent over terms and conditions of this Agreement concerning where an employee is assigned unless clinically contraindicated or unless doing so would result in a violation of Article 2 (Discrimination) of this Agreement. In the event that consumer needs or consumer expressed preferences dictate a staffing or assignment change, the Employer will notify the Union and, upon request, will meet to discuss the change and how to best implement the change consistent with the spirit of this Agreement. No employee's regularly scheduled weekly hours shall be involuntarily reduced as result of such change.

Article 32: Recreational Activities

Staff accompanying the individuals served by the Company will be provided with sufficient funds to engage in reasonable recreational activities (such as movie tickets, sporting event tickets, etc.) in accordance with the individual service plan and any other plans in place for that individual. Each employee will be reimbursed up to \$10.00/meal for meals once per week. With prior approval, employees will be reimbursed for more than \$10.00/meal for special occasions. Submission of receipts with name of individual(s), name of employee(s), and name of the establishment shall be required in order to receive reimbursement.

Article 33: Dues Deduction

33.1 *Check-off.* Upon receipt of a written dues check-off authorization signed by an employee, the Employer will deduct dues, with each pay check, from the pay of the employees. The Employer shall transmit these funds promptly (but in no case more than 30 days) to the Treasurer of the Union. Included with the check will be a complete list of the employees whose dues are included, as well as a summary of hours worked and applicable pay rates per employee. Each list shall bear the name of the Employer and the starting and ending dates of the period that the employees worked.

33.2 *Notification.* The Employer will advise all new employees at the time of hire that the Union is their collective bargaining representative. The employer will also notify the Union monthly of the name, address, classification, hiring date, phone number and rate

of pay of each new employee, as well as the name of each terminated employee, with the date of termination and each employee on an unpaid leave.

33.3 The Union shall indemnify, defend 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 by the Employer for the purpose of complying with this Article.

33.4 An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty [60] days notice in writing to the Treasurer of SEIU Local 509.

#### Article 34: Union Security

34.1 All present employees who are members of the bargaining unit on the effective date of this Agreement shall, within the later of 30 calendar days or 32 hours of actual work after the execution of the Agreement, as a condition of employment, 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 pay an agency service fee to the Union in lieu of Union membership. For purposes of this Article 34 membership in good standing shall mean the payment of dues uniformly required. Each new employee covered by this Agreement, hired after the effective date of this Agreement shall, within the later of 30 calendar days or 32 hours of actual work after the date of hire, as a condition of employment, acquire and maintain membership in the Union in good standing and tender to the Union the periodic dues uniformly required as a condition of membership in the Union, or pay an agency service fee to the Union in lieu of Union membership.

34.2 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 to pay an agency service fee to the Union in lieu of Union membership, the following steps shall be taken in the order presented:

- a. The Union shall provide written notification to the Employer and the employee of her/his obligation under Article 34.1 of the collective bargaining agreement;
- b. Within one (1) week of receiving this notification, the Employer shall send a letter to the employee with a copy provided to the Union supporting the Union's request for compliance with Article 34.1;
- c. If the employee does not comply with the terms of Article 34.1 within two (2) weeks of the receipt of the Employer's letter, the Employer will suspend the employee without pay until such time as s/he complies with her/his obligations under Article 34.1. Said suspension shall be no longer than two (2) weeks duration. If the employee at the expiration of the suspension continues to

refuse to abide by Article 34.1, s/he shall be terminated without recourse to the grievance procedure.

In the event that the Union provides written notification to the Employer for more than one (1) employee, the Employer may stagger the mailing of the letters identified in Article 34.2.b by intervals, no longer than two (2) weeks, which accommodate the Employer's business needs and operations.

34.3 The Union shall indemnify, defend 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 by the Employer for the purpose of complying with this Article.

34.4 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 from his/her wages and to the designation of the Union as the recipient thereof.

#### Article 35: Legal Conflicts

Should any Federal or State law, municipal ordinances, or any court or administrative order or ruling 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 36: Jury Duty

36.1 The employee shall be compensated for the difference between payment received for Jury Duty and the wages lost from his/her regular work schedule for a maximum of 3 days. This compensation shall be computed at the employee's regular rate of pay.

36.2 If the employee learns that the initial day of jury duty has been cancelled the employee will contact the Employer as soon as possible and will be either allowed to work their regular hours or paid their regular rate for the day. Upon request by the Employer, the employee must provide documentation of scheduled jury duty.

#### Article 37: Holidays

37.1 *Observed Holidays.* For the purposes of this Article, the observed holidays are as follows:

New Years Day	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day

## Christmas Day

37.2 *Holiday Time.* Full-time Employees will be paid 8 hours pay at their regular rate in the paycheck immediately following each of the holidays listed in Article 37.1 Part-time Employees who regularly work 26 or more hours per week, will receive such pay on a pro-rated basis.

37.3 *Holiday Pay.* Employees who work on Thanksgiving, Christmas or New Year's will be paid at one-and-one-half times their regular rate of pay for all hours worked on those days. Such holiday pay shall not be pyramided with overtime rates.

37.4 *Holiday Scheduling.* Holiday shall be scheduled in an equitable manner, taking into consideration the interests of the employees and staffing/programmatic needs. Requests for holidays off shall not be unreasonably denied. When two or more staff who are normally scheduled to work on the day of a holiday request the same holiday off, and all the requests cannot be granted, then the holiday will be given to the staff person who has worked for the agency at least one year and who has taken that holiday off the least recently.

## Article 38: Earned Time Off

38.1 *Earned Time Off Accrual.* Employees shall accrue Earned Time Off (ETO) for all hours paid as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>
First two years	2.31 hours/week (3 weeks/year)
Third and fourth years	3.08 hours/week (4 weeks/year)
Fifth through tenth year	3.85 hours/week (5 weeks/year)
Over ten years	4.62 hours/week (6 weeks/year)

Part-time employees who normally work twenty-six (26) or more hours per week will accrue ETO on a pro-rated basis. Accrued ETO hours may be carried from one year to the next.

Part-time employees working less than twenty-six (26) hours per week shall be allowed a pro-rated amount of unpaid time off to be used as described in Article 38.2. This does not prohibit the Employer from allowing at its discretion any employee to take unpaid time off.

Employees who have accrued vacation time at the date of the execution of this agreement shall have 100% of their accrued vacation time converted to ETO. Employees who have accrued sick time at the date of the execution of this agreement shall have 50% of their accrued sick time converted to ETO.

38.2 *Use of ETO.* ETO leave may be used for vacation or for absences due to personal, family or significant other's illness, injury or appointments with a health care provider, and is totally interchangeable by an employee.

ETO may be taken at a time requested by an employee and approved by the employee's director. ETO requests submitted with proper notice shall not be unreasonably denied. ETO requests submitted with less than proper notice may be denied at the discretion of the Employer. Proper notice for ETO is: requests of more than one (1) day must be submitted at least thirty (30) days in advance; requests of one day or less must be submitted at least seven (7) days in advance; same day requests must be made at least five (5) hours in advance of the start of the shift, with weekend and holiday morning shifts requiring at least one and a half (1.5) hour notice.

Where there is a conflict in choice of ETO time among employees, seniority shall prevail for requests submitted at least six (6) months in advance unless a junior employee has requested and obtained approval for vacation time requiring prepaid reservations or a deposit for travel and/or accommodations. ETO requests submitted less than six (6) months in advance shall be granted in order of request.

ETO requests shall be responded to in writing within one (1) week after being submitted.

Time away from work due to illness, injury or appointments with a health care provider for the employee, employee's family member(s) or significant other, will be with pay to the extent that the employee has ETO available, and proper notice is given to the House Manager or Residential Director. Proper notice for ETO use for these reasons is: at least five (5) hours in advance of the start of the shift, or one and a half (1.5) hours in advance of the start of a weekend or holiday morning shift. Less that proper notice will be accepted if the employee can demonstrate that s/he was unable to give earlier notice.

Management may not request that an employee provide medical evidence of an illness, injury or appointment for use of ETO with proper notice. Absent proper notice, the Employer may require appropriate medical evidence if the Employer believes leave is being abused.

38.3 Employees shall be able to cash out ETO hours at any time. Requests to cash out ETO will be processed along with the regular payroll, and is subject to the availability of funds.

38.4 Employees on approved paid leave will continue to accrue ETO.

38.5 The balance of an employee's ETO will be paid upon termination or resignation. If an employee is transferred to a non-accruing position, the employee will have the option of cashing out all accrued ETO or preserving the accrued ETO for use when s/he returns to an accruing position.

38.6 ETO shall be accrued but not used during an employee's probationary period. If the Employer chooses to extend the probationary period, as described in Article 8, the employee shall be allowed to use any accrued ETO for personal or family illness. Time off for vacation shall be subject to the discretion of the Employer.

Article 39: Bereavement Leave

An employee shall be given leave with pay at his/her regular rate for **three (3)** working days absence in the event of a death in the family. The family shall be defined, for the purpose of this Article, as the employee's spouse, parents, children, grandparents, siblings, grandchildren, significant other or member of immediate household. Additional time off may be granted at management's discretion on a case-by-case basis.

**Within three (3) calendar days of return to work, the employee shall provide a copy of the deceased individual's obituary or other proof of death. Failure to provide said documentation shall result in non-payment for the bereavement leave.**

Article 40: Compensation

**40.1 *Salary Schedule and Step Increases.* All current bargaining unit employees as of the effective date of this Agreement shall be paid according to the Salary Schedule set forth in Appendix A which is the last agreed upon schedule in effect at the expiration of the contract set to expire on April 30, 2011.**

***All bargaining unit employees shall receive a 1.5% automatic step increase on their second, fourth, sixth, eighth and tenth anniversary dates of hire.***

**40.15 *Wage Reopener.* For wage changes effective July 1, 2010, there shall be a reopener.**

**40.2 *Commonwealth Salary Upgrade Monies* Upon notification from the Commonwealth of Massachusetts that salary upgrade monies will be made available to the Company for direct care staff, the Company shall submit a proposal to the Union concerning the allocation of such funds as wage increases for employees. The Union shall have thirty (30) days to accept or reject the Company's proposal. If accepted, the proposal will be implemented on the first of the month subsequent to the acceptance provided there remains at least ten (10) days for the Company to implement the increases. If the Union, rejects the proposal it shall provide the Company with the specific reasons for the rejection. The Company shall have fifteen (15) days to accept or reject the counter proposal. If the counter proposal is rejected, the parties shall then engage in**

**good faith negotiations in an attempt to resolve the dispute. If such negotiations do not result in an agreement, the parties agree to submit the wage increase determination to binding arbitration before an arbitrator appointed by the American Arbitration Association.**

**40.2a Addition State Funding for Wages** In the event additional State funds which are directed at improving quality of care, or bargaining unit wages, such as the so-called (Quality Care Fund), become available during the duration of the current contract, the contract shall be re-opened for the purpose of negotiating wage increases which may result from such additional State funds.

**40.3 Call in Rate of Pay** Employees called in to work outside of their regular scheduled work hours and who report to work shall be paid a minimum of 3 hours pay at their regular rate of pay. This provision shall not apply for employees called into work their scheduled shift early or for employees required to voluntarily or involuntarily work overtime.

**40.4 Wage Corrections.** Upon submission by the union of a list of staff whose wage rates the union maintains are incorrect, the employer will have thirty (30) days to respond prior to the union filing a grievance or taking other action. If anyone is at a wrong wage rate, the employer will correct the salary retroactively.

Article 41: Insurance

**41.1 Eligibility.** All Employees who are scheduled to work 30 hours or more per week and have completed a three month period in which the employee was scheduled to work 30 hours or more per week will be eligible for Health and Dental insurance benefits. The Employer will make available to eligible bargaining unit employees an opportunity to participate in the same health and/or dental plans offered to non-unit personnel under the same qualification standards, terms and conditions thereof except as otherwise specified herein.

**41.2 Health and Dental Insurance.** If employees elect coverage under such insurance plans, the Company shall make total maximum annual premium contributions on their behalf in the amounts **set forth in the tables below. Any notification to the employer of increases in premium costs will be shared with the union with a proposal for implementation of the increases. If the proposal is not accepted by the union, the parties will meet to bargain the increase.**

Insurance Year 8/1/08 -7/31/09: 40 hour employees:

PLAN	TYPE	TOTAL ANNUAL	ANNUAL PREMIUM	ANNUAL AGENCY CONTRIBUTION
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		PREMIUM	DENTAL	MEDICAL / DENTAL
HPHC HMO	Single	\$ 5939.40	\$ 369.00	\$4,951.40 / \$226.52
	Emp + 1	\$ 10,779.96	\$ 793.20	\$6644.92 / \$228.48
	Family	\$ 15,620.64	\$ 1,346.76	\$8416.56 / \$402.44

PLAN	TYPE	ANNUAL COST TO EMPLOYEE			WEEKLY PAYROLL DEDUCTION		
		Medical	Dental	Both	Medical	Dental	Both
HPHC HMO	Single	\$988.00	\$142.48	\$1130.48	\$19.00	\$2.74	\$21.74
	Emp + 1	\$4135.04	\$564.72	\$4699.76	\$79.52	\$10.86	\$90.38
	Family	\$7204.08	\$944.32	\$8148.40	\$138.54	\$18.16	\$156.70

Insurance Year 8/1/08 -7/31/09: 30 hour employees

PLAN	TYPE	TOTAL ANNUAL PREMIUM	ANNUAL PREMIUM DENTAL	ANNUAL AGENCY CONTRIBUTION MEDICAL / DENTAL
HPHC HMO	Single	\$ 5939.40	\$ 369.00	\$3,935.32 / \$159.96
	Emp + 1	\$ 10,779.96	\$ 793.20	\$5454.64 / \$171.28
	Family	\$ 15,620.64	\$ 1,346.76	\$7109.28 / \$302.60

PLAN	TYPE	ANNUAL COST TO EMPLOYEE			WEEKLY PAYROLL DEDUCTION		
		Medical	Dental	Both	Medical	Dental	Both
HPHC HMO	Single	\$2004.08	\$209.04	\$2213.12	\$38.54	\$4.02	\$42.56
	Emp + 1	\$5325.32	\$621.92	\$5947.24	\$102.41	\$11.96	\$114.37
	Family	\$8511.36	\$1044.16	\$9555.52	\$163.68	\$20.08	\$183.76

Employees insured prior to April 1998 shall receive either the same maximum annual employer contributions that they have been receiving or those described in the previous two paragraphs, whichever is higher.

Premium payments by employees and the Company shall be made on a pro rata basis and concurrently based on the annual premium charged by the Company's insurance carrier. (Thus, employees cannot await satisfaction of the annual maximum cap before making premium contribution payments.) Any premium payments required for coverage beyond the above-specified Company contribution caps shall be paid exclusively by the participating employee via payroll deduction. If the insurance premium rates are reduced during the term of this Agreement below the rates in effect as of August 1, **2008** the Company and employee contribution rates shall be reduced on a pro rata basis. If an employee elects dental but not health coverage, the full dental premium will be paid by the Agency, but the employee shall not be entitled to any compensation in lieu of medical premium payment.

41.3 The Employer will make dependent care assistance available through the use of pre-tax contributions from the employee.

41.4 *Credit Union.* The Employer will continue to make a payroll deduction plan available to all employees who complete a Credit Union application and Payroll Deduction authorization. The amount of saving deductions may be changed at any time by completing a request form.

41.5 *Life Insurance.* The Company agrees to provide to employees (upon completion of a two month period, during which the employee was scheduled to work 26 or more hours per week) the same life insurance coverage it makes available to non-unit employees subject to the same terms, conditions and limitations per the UNUM contract..

41.6 *Liability Insurance.* The Employer will seek to continue to maintain liability insurance and umbrella automobile insurance coverage for employee conduct similar to that coverage in effect as of the execution date of this Agreement.

41.7 If modification or changes are necessary in such insurance coverage due to insurance company requirements or rate increases, the Company will to the extent possible, provide prior notice to the union and will meet with the union to discuss the possible acquisition of comparable insurance at comparable cost.

41.8 (a) *Short Term Disability Insurance* The Employer shall provide the same short term disability insurance coverage it makes available to non-unit personnel to all eligible employees, subject to the same terms, conditions and limitations per the UNUM contract. Eligible employees must be scheduled to work 26 or more hours per week, and must have completed a six month period during which they were scheduled to work 26 or more hours per week.

Any employer notification of increases in premium costs will be shared with the union with a proposal for implementation of the increases. If the proposal is not accepted by the union, the parties will meet to bargain the increase.

41.8 (b) Long Term Disability Insurance The Employer shall provide the same long term disability insurance coverage it makes available to non-unit personnel subject to the same terms, conditions, and limitations per the UNUM contract to any employee who is eligible for short term disability insurance.

Article 42: 401(k)

42.1 The Company agrees to provide to employees the same 401(k) or retirement plan it makes available to non-bargaining unit employees subject to the same terms, conditions and limitations.

Article 43: Mileage

Employees who use private vehicles in the course of their work shall be reimbursed at the **prevailing Internal Revenue Service (IRS) rate**.

Article 44: Tuition Reimbursement

A full-time employee will be reimbursed \$250/course for a maximum of three (3) courses per semester provided that the employee continues to work at least 20 hours weekly for at least sixty (60) days following the end of the course, that the courses are of a job related nature and that the employee maintains a "C" (or "Pass" in a Pass/Fail course) or better, average. Part-time employees who regularly work 20 hours or more per week will be reimbursed on a pro-rated basis.

Article 45: Conversion of Sleep Positions

The Employer may, convert one or more sleep positions to awake positions if vacant or if such change is required by consumer need. The incumbent employee formerly in the sleep position shall be given first priority for the new awake position if qualified. If the new position is not filled in this manner, the new position shall be filled pursuant to Article 17 and the former incumbent employee will be entitled to exercise those rights of an employee subject to lay off pursuant to Article 10.

Article 46: Whistleblower Protection

The Employer recognizes, consistent with its mission to provide the best quality care for the individuals it serves, as well as State law, each employee's responsibility as a mandatory reporter to report any mistreatment or abuse of the individuals served. The Employer shall not take any disciplinary action, nor intimidate in any way, an employee who fulfills her/his responsibilities by reporting mistreatment or abuse of individuals either to the Employer or to any public agency if the report was made in good faith. Filing of a malicious or knowingly false report shall not be deemed to be reporting in good faith.

Article 47: Effective Date and Duration

47.1 This Agreement shall become effective upon the date of execution 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 below-stated period or any subsequent year of the existence of this Agreement.

In witness whereof the parties have executed this Agreement, as of \_\_\_\_\_.

Local 509, Service Employees  
International Union

Human Services Options, Inc.

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President/Executive Director

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Executive Director

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Negotiating Committee

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Negotiating Committee

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**Appendix A: Salary Schedule for Employees in the Bargaining Unit  
Effective June 29, 2008**

	<b>Starting Rate</b>	<b>Rate after 2 years seniority</b>	<b>Rate after 4 years seniority</b>	<b>Rate after 6 years seniority</b>	<b>Rate after 8 years seniority</b>	<b>Rate after 10 years seniority</b>
Asleep Overnight	\$8.11	\$8.23	\$8.35	\$8.50	\$8.64	\$8.77
Awake Overnight / Program Instructor	\$10.44	\$10.61	\$10.77	\$10.93	\$11.09	\$11.25
Awake Overnight / Program Instructor MH/MR (hired before 3-30-02)	N/A	\$11.56	\$11.74	\$11.91	\$12.09	\$12.27
Awake Overnight / Program Instructor MH/MR (hired after 3-30-02)	\$10.84	\$11.00	\$11.16	\$11.33	\$11.50	\$11.68

\* Steps 8 and 10 effective May 1, 2006.

Employees whose rates as of **the effective date of the agreement** are above the **appropriate rate in Appendix A** shall have correspondingly higher rates.

