

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
Better Community Living, Inc.
AND
LOCAL 509, SEIU
May 1, 2008 – April 30, 2011

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PREAMBLE

Better Community Living, Inc. ("BCL" and/or "the Employer") and the Service Employees International Union, Local 509 ("the Union") are committed to working together to promote a service delivery system in Massachusetts that provides mental retardation services which embody the following principles:

- It provides the greatest value to taxpayers and to the Commonwealth of Massachusetts who are the payers of those services;
- It provides for the maximum flexibility in meeting the needs of persons who receive services;
- It provides for the highest quality services for those persons who receive services and supports in a way which encourages each person receiving services to become valued members of communities within Massachusetts; and
- It recognizes that each individual receiving services must be empowered to make fundamental decisions about his or her residential, work, educational and social settings.

Additionally, the following is the mutually agreed upon standard to be used at Better Community Living, Inc.:

1. Is it the TRUTH?
2. Is it FAIR to all concerned?
3. Will it build GOOD WILL and BETTER FRIENDSHIPS?
4. Will it be BENEFICIAL to all concerned?

The parties to this Agreement are committed to these principles and agree that these principles are not simply platitudes but are genuinely the core values which are to guide the parties in their future work together.

One of the several key requirements in achieving such a service delivery system is a well compensated, well trained and empowered workforce.

ARTICLE 1. UNION RECOGNITION

A majority of employees of Better Community Living have demonstrated their desire to have Local 509, SEIU as their exclusive bargaining representative. They share a commitment with management to ensuring high quality services and supports and to building relationships of trust with people served. Thus, in seeking to build their own organization, they are also seeking to develop a vehicle that will allow them to make a long-term career commitment to their work. BCL recognizes the importance of fostering such commitment and therefore agrees to recognize Local 509, SEIU as their exclusive bargaining representatives. (see APPENDIX 1 for list of titles included in the union bargaining unit).

Excluded from the bargaining unit shall be managerial positions, confidential positions and seasonal positions (listed on APPENDIX 1), independent contractors, employees of subcontractors, persons who are employees of consumers and Medicaid surrogates of consumers. Employees in the bargaining unit shall include full-time and regularly scheduled part-time employees who are scheduled for at least eight (8) hours per week and relief staff averaging eight (8) hours per week over a 3-month period.

Temporary employees are employees who are filling in for employees on leaves of absence, administrative leave, or temporary reassignment, or occupying positions designated as temporary because they are anticipated to last for less than three (3) months. Positions to be filled by temporary employees will be identified as such when posted. Such employees are part of the bargaining unit, as described above, and may be full-time or regular part-time employees depending on their hours of work.

Upon the return of the employee for whom they are filling in, or at the expiration of the temporary position, temporary employees shall revert back to their previously held non-temporary position, if they held one. Otherwise, they shall revert to relief status.

In-house staff shall have priority in the assignment of temporary positions.

ARTICLE 2. WORKER PARTICIPATION

Section 1. Both parties recognize that employee involvement is vital to maximize the effectiveness of the workplace. Because we are committed to a strong mutually respectful and evolving relationship the parties agree to establish at BCL a worker participation committee ("the Committee").

Section 2. Authority Of The Committee

The Employer will decide whether the worker participation committee has implementation or advisory authority. All reasonable efforts will be made to implement decisions of the committee, whether it has implementation or advisory authority. The committee is bound by external mandates (e.g. agency-regulations, federal law, legal board requirements, union ratification.) All committee members have an affirmative duty to identify and share external mandates.

In the event that management exercises its prerogative, and does not implement a committee decision, or the membership does not ratify, an interest-based rationale shall be articulated. All efforts will be made by both parties to address any concerns with these decisions using an interest-based approach. If this proves unsatisfactory, both parties reserve the right to exercise their traditional prerogatives, including negotiation over mandatory subjects of bargaining.

The Committee shall develop policies and procedures which shall provide the manner and method by which recommendations of the committee can be presented by any or all committee members to the agency Board of Directors.

Authority of the worker participation committee is subject to the recognition that agency management is ultimately responsible for the overall performance and operation of the agency.

Section 3. Composition Of The Committee

The Committee will have three (3) union and three (3) management representatives, or more by mutual agreement. Either worker or management representatives may be consumers. Management will select its representatives to the committee. Worker members of the committee will be elected by their peers or appointed by the President of the Union.

The parties agree that the participation of the people we serve in workplace decisions is important to supporting our goals. In order to ensure efficient, appropriate and fair consumer input, the worker participation committee, consistent with the applicable provisions of this Agreement, will determine the method, timing and degree of consumer participation. This could include the full participation of consumers, family members or advocates in the worker participation committee on specific issues, or

the use of surveys and/or interviews, or the invitation to committee meetings for the purpose of feedback and input.

Section 4. Work Of The Committee

The Committee will set its own goals and priorities. The Committee will attempt to make decisions by consensus and will create operating guidelines to determine the other ground rules by which they work. The Committee will determine whether or not they will have a fall back if they do not reach consensus, and if they do, it will decide what that fall back will be. The Committee shall have access to any financial and operational information that is necessary and relevant to complete its task. The Committee will determine objective standards of measurement against which progress will be evaluated. During their work, the committees will evaluate on an ongoing basis the attainment of such standards and will adjust its efforts in order to maximize its ability to reach such standards.

The Committee should address, but should not be limited to, the following issues:

- The quality of service;
- The ongoing quality of training and education for staff, including, but not limited to, the oversight of the training and recruitment fund within that agency;
- The ongoing identification of streamlining and cost-cutting measures to facilitate the ongoing redirection of resources to wages and service quality;
- Improvements in the method and means of service delivery which result in greater worker control over their work, greater worker satisfaction, improved quality of service and improved productivity;
- Goals and priorities of the agency.

Section 5. Role Of Existing Committees

The Committee will evaluate the continued standing of existing committees for integration within the newly developed labor-management relationship. Some committees, by imposed regulation from funding sources, will have to remain separate.

Section 6. Training And Facilitation

The Committee will either choose a management and staff person from within the Committee to serve as co-facilitators, or an agreed upon individual to serve as a facilitator for the Committee. These facilitators will receive training in facilitation from a jointly agreed upon training service, e.g. FMCS, the McCormick Institute, or another appropriate organization.

Section 7. Time

The Committee will schedule their meetings and establish their priorities taking into consideration budgetary issues and the need for coverage in programs.

All time spent on the committees, or on any subcommittees, or in preparation for or on behalf of either, will be on work time. Any training conducted on behalf of the worker participation effort will be conducted on work time. The Committee will meet on an as needed basis but not less than once a month unless there is mutual agreement not to meet. The time spent on the committees will be subject to workload needs, work of the committee and associated cost. The Committee will seek to minimize expenses. All expenses incurred will be the responsibility of the Employer.

ARTICLE 3. PARTICIPATION OF THE PEOPLE WE SERVE

The parties agree that the participation of the people we serve in workplace decisions is important to our goals. We are committed, as workers and managers involved in the sensitive work of caring for people with disabilities, to continuous quality improvement in support of the people we serve. This means that we will seek to define ways, within labor-management decision-making, that the individuals being served can:

1. Make decisions about the structure and shape of the supports that they receive; and,
2. Make permanent their role, along with their families, guardians, workers and other members of their communities in policies and practices related to employment issues.

Both parties will take responsibility for ensuring that the full diversity of consumer experience is reflected in decisions.

To have a role in the process of employment means providing information to management affecting the selection, evaluation, promotion, transfer, discipline and retention of employees. The parties agree that employment decisions shall ultimately be the sole and complete responsibility of management, unless modified by the parties to this Agreement. Employment decisions shall not be made based on the arbitrariness, retaliation or bias from any parties providing information to the decision-making process. For example:

- Sometimes, due to the personal nature of the supports provided by the Employer, the people we serve, their wishes and those of their families and guardians shall be considered in hiring decisions.
- During the reassignment of employees, in addition to seniority, decisions shall always consider the desires of the person who will be served, and the workers possession of the necessary skills to meet the individuals special needs for care and support.
- Participation on labor-management committees shall be such that the views of the people being served are incorporated into the process by which consensus is reached. One possible avenue ensuring views are incorporated includes actual membership on labor-management committees.

Both parties recognize and support the possibility that people we serve, in appropriate circumstances, may become employees and members of the appropriate bargaining unit.

ARTICLE 4. PROBLEM -SOLVING

The parties agree to use a fair, constructive and expedient approach to resolving problems in the workplace. In order to ensure that the agreements reflect our mutual interests, we agree that these agency processes will all be created using the following principles and elements:

- ▶ Problems are best solved by the parties involved.
- ▶ Consensus can only be achieved with full, open communication.
- ▶ The process must respect the privacy of the individual(s) involved.
- ▶ The individuals involved in a problem shall be given the opportunity to be heard at each level of the problem resolution procedure. Such opportunity shall also be provided to other persons directly involved in the problem. Consumer involvement shall be limited to management information gathering (per the "Participation Of The People We Serve" article) unless there is compelling reason to directly

involve them in the problem solving process. If there is, they can be included at any stage of the problem solving process by mutual agreement or by external mandate.

- ▶ Workers covered by the collective bargaining agreement shall have a right to be represented by the union at any stage of the process, and in any investigation conducted by an outside agency.

- ▶ While retaining its full prerogatives, management will take the least punitive action towards the worker(s) involved while an external state investigation is under way. In such actions, management will consider the well being and safety of consumers.

In addition to incorporating the above principles, each problem solving process shall have the following elements:

- ▶ Interest-based problem solving will be used. An interest-based approach requires all parties to:

- a) agree on what the dispute is over
- b) describe all of the relevant facts
- c) identify their interest about the dispute
- d) identify the criteria they would collectively use to evaluate options for resolving the dispute
- e) identify several possible options for resolving the dispute
- f) agree by consensus on the best outcome, using the criteria which has been identified by the parties.

- ▶ All individuals involved in a problem resolution process will be trained on interest based approach.

- ▶ Any agreed upon actions to resolve a problem must be taken immediately unless there is mutual agreement to delay for a specific reason.

- ▶ The final step of each process will be the use of a third party, independent arbitrator. This arbitrator will be chosen from amongst a panel of three mutually selected arbitrators familiar with the interest-based problem solving process. The cost of arbitration shall be shared equally by the parties, and each party shall bear the cost of its own legal expenses. The decision of the arbitrator shall be binding and final and not appealable. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law.

- ▶ Each process will have clear and understandable steps, including who must be involved, beginning with an informal interest based attempt to resolve the problem, and followed anywhere up to six total formal steps, including the final step of arbitration.

- ▶ Specific time lines will be identified for each of the steps, not to exceed fifteen (15) calendar days per step, or mutually agreed upon time lines. However, no individual problem solving process shall exceed sixty (60) days.

- ▶ Any disputes may go through the informal phase of problem resolution.

- ▶ Only disputes over wages, hours and working conditions may go through the formal problem resolution process, including arbitration.

▶ The Worker Participation Committee shall regularly, but at least annually, evaluate the problem solving process.

ARTICLE 5. UNION SECURITY

The Employer agrees to allow duly authorized union representatives access to its premises in the least disruptive manner possible for the purpose of conferring with authorized representatives of the Employer and/or union stewards and/or employees in connection with the administration of this Agreement. Such visits shall not interfere with the operations of the Employer or the activities of the household of consumers. Such Union representative shall, when possible, make an appointment in advance for such visits, but in any event upon arrival shall advise management of her/his presence. Such access shall at all times be subject to the general rules of the Employer governing visitors.

Union stewards/officers and grievants shall have time off without loss of pay, benefits or other privileges for the investigation and processing of disputes/grievances. In addition a maximum of four (4) hours paid time per week shall be given to the union for use by persons designated by the Union, for the purpose of conducting general union business including but not limited to representing members at investigations, overseeing bidding of schedules, representing members at meetings called by management, etc. This will be clearly identified on timesheets with details about the purpose, (e.g. grievance meeting, bidding on new schedule, etc.) and will be an average of 8 hours per payperiod, not to exceed $26 \times 8 = 208$ hours per year, July 1 – June 30.

The Union will furnish the Employer with a list of Union stewards and their jurisdictions. Time off without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the SEIU as well as the Local 509 stewards assembly and Executive Board meetings. The Employer reserves the right to deny these requests for leave in order to provide appropriate staff coverage for the individuals served.

The Employer will provide space for Union notebooks at each worksite location for the exclusive use of the Union. Location of Union notebooks will maintain a homelike environment and there is no expectation of privacy.

The Employer agrees to allow union stewards 30 minutes with each new hire to provide them with a copy of this Agreement and to explain to them their rights and obligations as members of the bargaining unit.

The Employer agrees to release the members of the Union negotiating committee from work, without pay, to participate in negotiation meetings with the Employer. These staff can reschedule their hours of work with the Site Manager. Up to three members of the Union negotiating committee will be paid by the Employer for time actually and necessarily lost from work to participate in negotiation meetings with the Employer, when it is mutually agreed by the Employer and the Union to use interest-based or modified interest-based negotiations. Either party can withdraw from this interest-based bargaining, thereby halting payments by the Employer to the Union negotiating committee members.

The Union shall have the exclusive right to the check off 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. Alternatively, an employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof.

Each employee who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the effective date of the Agreement, a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

The Employer shall deduct dues or agency fees, with each pay check, from the pay of employees who request deduction. 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 or agency fees are included. 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. Social Security number
3. 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 codes and the addresses and phone numbers for those addresses).
4. Job title or job title code. (If a code is used the Employer shall provide the Union with a complete current list of job titles and the wage rates associated with them.
5. The gross wage of the worker for the pay period.
6. The number of hours worked.
7. The amount of dues deducted.

In the event that the Employer adds or changes codes in items #3 and #4 the updated list of codes and associated information shall be provided.

By mutual agreement the Employer and the Union shall attempt to transmit the information detailed above on magnetic media or by electronic transmittal and to convey the dues and agency fees deducted by electronic interbank transfer.

When the Employer deducts and transmits dues or fees in error to the Union, the Union shall promptly process the overpayment and transmit it to the Employer or Employee.

ARTICLE 6. MANAGEMENT RIGHTS

Except as clearly and specifically limited by an express provision of this Agreement, the Employer reserves and retains, solely and exclusively, its rights to manage and operate its business and direct its workforce and establish staffing levels in accordance with its own judgement, 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 BCL, to transfer or subcontract an operation, service, process or portion of the business, such as individual home supports; to sell or lease the business or any part thereof; to institute, continue, maintain, revise or alter company rules, work rules, policies, practices, procedures or other rules in connection with the operation 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, discharge or discipline employees for just cause; 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.

ARTICLE 7. PRIORITY OF AGREEMENT

Where specific provisions of this collective bargaining agreement conflict with a specific provision of the agency personnel policy, the collective bargaining provision prevails. In all other respects, the personnel policy will remain in effect until the parties negotiate change. Nothing contained in this article is intended to impair the right of the BCL Board of Directors to approve any changes to the agency personnel policy that are negotiated between the parties.

ARTICLE 8. CHANGE OF CORPORATE CONTROL OR OWNERSHIP

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

ARTICLE 9. STRIKES

Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown, or withholding of services by employees. The Union shall exert its best efforts to prevent any violation of this paragraph and if such action does occur, to exert its best efforts to terminate it.

ARTICLE 10. SAVINGS CLAUSE

In the event any provision of this Agreement is found to be invalid or illegal, such invalidity or illegality shall not affect the remainder of this Agreement and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 11. RESPECT AND DIGNITY

The parties agree that all employees covered by this Agreement shall at all times be treated with dignity and respect. The parties are committed to a new labor-management relationship that is based on trust

and respect. This spirit shall be conveyed by all parties throughout the entire workforce. Where it is necessary to conduct training in order to accomplish this goal, it shall be considered a joint priority of the worker participation committee.

ARTICLE 12. WAGES

All employees and new hires shall be placed on the appropriate level of the pay scale below according to their seniority.

Employees who have completed the DMR approved Certificate Program and are, therefore, eligible for a DMR-funded pay increase, shall have that increase added to their pay after being placed at the appropriate level of the pay scale below.

Current employees who become ineligible to administer medications will have 70 days to become certified. If they do not become certified after 70 days, their wage rate will be decreased by \$1/hour. Wage rates decreased for this reason will have it increased by \$1/hour upon becoming certified. New employees will receive a starting rate of \$1/hour less than identified below if not med certified and will have their wage rate increased by \$1/hour upon becoming certified.

Bargaining Unit Members	7/1/2008	7/1/2009	7/1/2010
Starting rate	\$ 11.09	\$ 11.37	\$ 11.65
1-2 years	\$ 11.32	\$ 11.60	\$ 11.89
2-3 years	\$ 11.43	\$ 11.71	\$ 12.01
3-5 years	\$ 11.55	\$ 11.84	\$ 12.14
5-7 years	\$ 11.89	\$ 12.19	\$ 12.49
7-10 years	\$ 12.24	\$ 12.54	\$ 12.86
10-12 years	\$ 12.60	\$ 12.91	\$ 13.23
12+ years	\$ 12.98	\$ 13.30	\$ 13.63
15+ years*	\$ 13.23	\$ 13.55	\$ 13.88
*with no health insurance			

Wage increase will be paid as follows:

- 07/01/2008 2.5% increase or Salary Reserve, whichever is greater, plus Quality Care funding
- 07/01/2009 2.5% increase or Salary Reserve, whichever is greater, plus Quality Care funding
- 07/01/2010 2.5% increase or Salary Reserve, whichever is greater, plus Quality Care funding

All bargaining unit employees will receive a raise in the event the Commonwealth appropriates additional funds for pay increases for employees who participate in training, so-called Quality Care payments. Although there shall be no further reopener negotiations during terms of this contract, unless the Legislature enacts salary reserve legislation and/or Quality Care Initiative legislation that would provide a greater percentage increase, taking into account fringe benefits, than the increases provided for in Section 1 above, in which case the parties shall meet to negotiate over the distribution of such salary reserve and Quality Care funding to those employees affected by the legislation.

ARTICLE 13. JOB DESCRIPTIONS

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

Should the Employer wish to substantially change or amend in any way the current existing job descriptions, it shall give notice to the Union of its desire to do so and discuss any changes with the Worker Participation Committee.

ARTICLE 14. PROBLEM SOLVING / GRIEVANCE

The parties to this Agreement shall attempt to resolve individual work-related disputes in an informal manner utilizing an interest-based approach prior to the initiation of a formal written grievance. The matters which are subject to this informal method of problem-solving shall include matters which are mandatory subjects of bargaining, subjects concerning the application or interpretation of the terms of this Agreement as well as other matters which are directly related to an employee's work performance. The parties shall be permitted at least twenty-one (21) business days or more, by mutual agreement, from the date on which the alleged act or omission giving rise to the grievance occurred, or after the date on which there was reasonable knowledge by either the employee or the Union of this occurrence, to resolve this matter informally.

The formal grievance procedure shall be as follows:

The term "grievance" for purposes of this formal grievance procedure shall mean a dispute concerning mandatory subjects of bargaining and/or the application or interpretation of the terms of this Agreement.

All grievances involving a disciplinary suspension, demotion and/or termination shall be filed at Step 2 within ten (10) business days from the date of implementation of the personnel action.

All other grievances shall be filed in accordance with the following procedure:

- Step 1 An employee and/or the Union must submit a grievance in writing to the Assistant Executive Director, or his/her designee, not later than twenty-one (21) business days after the date on which the alleged act or omission giving rise to the grievance occurred, or after the date on which there was reasonable knowledge by either the employee or the Union of this occurrence, or after the time permitted for resolving the matter informally expired. A written grievance must include the facts alleged, the alleged violation, and the remedy sought. The Assistant Executive Director, or his/her designee, shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union. This written reply shall be issued no later than fifteen (15) business days following the day the written grievance was received.
- Step 2 In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented in writing to the Executive Director, or his/her designee, within seven (7) business days following receipt of the Step 1 decision. The Executive Director, or his/her designee, shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union by the end of fifteen (15) business days following the day on which the appeal was filed.

Step 3 If a settlement is not reached in Step 2, then either party may demand the grievance be submitted to arbitration. The party demanding arbitration must notify the other party in writing and submit a Demand for Arbitration within fifteen (15) business days after the Step 2 decision has been received by the Union. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law.

The parties have identified the following individuals who will serve as a regular panel of arbitrators: Francis T. O'Brien, James Litton, Nancy Peace and James Cooper
Arbitrators will be selected by rotation in the order listed above as the demands for arbitration are filed.

Any grievance may be submitted to FMCS "grievance mediation" by mutual agreement of the parties after a grievance has been filed for arbitration.

A resolution of a grievance at Step 1 or Step 2 shall not constitute a precedent. The time limitations set forth in this article are of the essence of this Agreement. If any time limitations or any other procedures established under this article are not strictly followed, the grievance shall be deemed waived and not subject, provided that if the Employer exceeds any time limit prescribed at any step in the grievance procedure, the employee and/or the Union may assume that the grievance is denied and invoke the next step of the procedure.

Any step or steps in the grievance procedure, and any time limits contained in any step of a grievance, may be waived by mutual agreement of the parties. The time limits contained in the formal grievance procedure are maximum limits and the parties agree to work toward reducing the number of days of the processing of individual grievances.

ARTICLE 15. HOURS OF WORK

15.1 Normal workweek

The normal workweek for a full-time employee will consist of 35-40 hours within 7 consecutive days. The normal workweek for a regular part-time employee will consist of less than 35 hours within 7 consecutive days. The workweek starts at 12:01 a.m. Sunday.

15.2 Scheduling

Staff scheduling is the responsibility of management. Schedules are made based on programmatic needs and whenever possible taking into account the wishes of the employee. Schedules shall be posted on the payday prior to the next pay period. Once each 2-week schedule is posted, there shall be no changes made of an employee's scheduled days off, shift, or total number of hours, without the consent of that employee. When an employee signs up for extra shifts, or overtime shifts, these shifts will not be cancelled without two weeks notice unless the cancellation is due to changes in the circumstances of the individuals being served at the program.

When the Employer desires to change the scheduling pattern (including days off, total hours or shifts) within a program, the Employer will make such changes by first soliciting volunteers within the affected program. Volunteers will choose from among the available schedules by seniority and considering the input of the individuals we serve, subject to Article 3 —Participation of the People We Serve. If such changes cannot be made by soliciting volunteers, then the changes will be made by seniority and considering the input of the individuals we serve, subject to Article 3 – Participation of the People We Serve. In that case the Employer will notify the Union and offer it the opportunity to meet and negotiate

alternative solutions with management. Such scheduling changes shall not be made more than once every 8 weeks unless due to a change in the consumer's needs.

15.3 Weekends

For scheduling purposes, weekends will be defined as beginning Friday at 3:00 p.m. and ending on Monday at 8:00 a.m.

15.4 Finding coverage

It is the responsibility of the Site Manager, or staff designated as "added duties" person if noted in the agreement, to schedule coverage for any employee absence.

15.5 Vacancies (Pre-posting)

When vacancies occur, managers' direct care hours will be reviewed and adjusted as needed for managerial purposes. If necessary for managerial purposes, the Employer may identify a vacancy as "managerial hours" and not fill it until a manager is hired. It is agreed that when managers' direct care hours change, they will change by attrition toward one of the following schedules:

Schedule A: Sun. 8am-4pm, Mon. 3pm-6pm, Tue. 3pm-6pm, Wed. 3pm-6pm, Thur. 3pm-6pm

Schedule B: Tue. 3pm-6pm, Wed. 3pm-6pm, Thur. 3pm-6pm, Fri. 3pm-6pm, Sat. 8am-4pm

Changes to this base schedule can be made if mutually agreed upon by the Executive Director and the union representative.

Every effort will be made prior to posting the vacancies to rearrange existing hours within the program so as to address the interests of full-time staff and their regularly scheduled hours and to allow part-time staff to rearrange but not increase existing hours. Such changes shall not interfere with any existing house practice regarding distribution of weekend work.

15.6 Overtime

When overtime is needed, it shall be distributed fairly and equitably among workers who ordinarily work with the consumers where the overtime is needed (including day program staff who have been oriented to that house and the residential instructor job description). Implementation of this will be worked out with union representatives at the program.

On certain occasions employees are required to work mandatory non-scheduled work time (MNSWT). Examples of this are snowstorms, hurricanes, incoming staff are late, transportation is late, emergency medical incidents, etc. The following procedure will be used:

1. Manager or supervisor contacted
2. Staff are provided the opportunity to volunteer to work the additional hours
3. If there is no volunteer, then the manager will determine who will work from the options below:
 - a. Manager responds
 - b. Manager attempts to call-in relief staff
 - c. Manager directs staff to stay until replacement is found.

If option c is used, overtime pay rate will be used after the first ½ hour of MNSWT if the employee is not otherwise eligible for overtime. If the employee is otherwise eligible for overtime for the MNSWT, then the employee shall be paid for the MNSWT at double time. Manager will approve all MNSWT and submit with employee timesheet for overtime rate of pay and reasons for MNSWT. If additional hours do not exceed ½ hour, staff will be paid at their regular rate of pay, unless they are non-exempt

staff who have worked over 40 hours in the week. All non-exempt employees as defined by the Fair Labor Standards Act will be paid at time-and-a-half for all time worked in a week over 40 hours.

15.7 Meal Period

Each employee shall be entitled to ½ hour unpaid meal period per shift. Staff may waive this unpaid meal period. This option will allow staff to eat with consumers at the program site. Meals will be provided to those staff who choose family style eating with consumers. Staff are permitted to bring in their own food and eat it at times that take into account the household routine and the feelings of the consumer.

15.8 Maximum Scheduled Shift Length

Employees shall not be involuntarily restricted from working regularly scheduled shifts up to 16 hours in length not to exceed one 16-hour shift per 7-day week. Any 16-hour shift will be preceded and followed with 8 hours of off-duty time. No 16-hour shift will be within 7 calendar days of each other. Shift lengths over 16 hours may occur on an emergency or unusual basis. Sleep hours shall not be counted when calculating the length of a shift for the purposes of this section.

No staff will work more than 35 hours of regularly scheduled work, excluding sleep shifts, in a 3-calendar-day period. The Executive Director will provide written exceptions to all existing staff scheduled for over 35 hours in a 3-calendar-day period within 70 days of the ratification of this contract.

15.9 Declared State of Emergency

When an emergency is declared for the city of New Bedford, where travel is prohibited in the city, all staff required to work in the agency will be paid at a double-time rate. Any disputes as to payment during a declared state of emergency will be resolved at the discretion of the Executive Director.

ARTICLE 16. HOLIDAYS

The following holidays are declared official holidays for Better Community Living employees. If a holiday falls on a Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday. When holiday shifts are needed, it shall be distributed fairly and equitably among workers who ordinarily work with the consumers where the holiday shift is needed

Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
The day after Thanksgiving
Christmas Day
New Year's Day

Full-time staff who work these holidays will receive double-time pay or may request straight time pay and receive an additional EPT day, as negotiated with their supervisor.

Part-time and relief staff who work on these holidays will receive one-and-a-half (1 ½) times their usual hourly rate of pay.

In addition to the above, and in recognition of the dedication of the staff at Better Community Living, the following supplement will be paid once annually, on November 1st.

Each full-time staff person's anniversary date will be measured as of November 1st, in years of service. That number will be multiplied times \$12.50 per year for a Holiday Payment.

Part-time staff, who regularly work over 20 hours per week, will be paid .5 per year of full-time rate.

Part-time staff, who regularly work under 20 hours per week, will be paid .25 per year of full-time rate.

The minimum payment for holiday payment will be \$12.50.

Relief staff will not be eligible for this Holiday Payment.

Such payments will be made in a separate check from the Employee's regular weekly pay.

Requests for holidays off shall not be unreasonably denied. When two or more staff 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.

Staff whose worksites are closed on the day when the holiday is observed will not be required to work and will receive pay for that day as if they had worked.

ARTICLE 17. REDUCTION IN WORKFORCE

In the event that an 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. Volunteers will be solicited within the targeted program. Volunteers will be laid off, or have hours cut, first. If there are an insufficient number of volunteers then the Union and the Employer will meet and attempt to negotiate a mutually agreeable solution.

If no mutually agreeable solution is found, then all positions (hours and shifts) in the program will be put up for bid according to the following rules:

1. Bidding will be by seniority by agency
2. All full-time and regular part-time staff currently working in the house will be eligible to bid on the hours
3. No staff can bid for more hours than they currently work
4. If the staff's current schedule is available when it is their turn to bid, then the staff must bid for it

If after this process, or if this process is not available because staffing from an entire program is to be eliminated, any full-time or regular part-time staff are left without hours, they will be offered the opportunity to fill any vacant positions within the agency for which they are qualified. "Qualified" for the purpose of this policy refers to pre-determined qualifications for the position, such as those on the job posting. If there are no such vacancies then full-time employees will have the right to bump the least senior full-time or part-time person in the agency who works at a program for which they are qualified. Part-time employees will have the right to bump the least senior part-time person in the agency who works at a program for which they are qualified. No staff will be eligible for this if there are sufficient hours at the house when they bid, regardless of whether the hours are desirable.

In addition, the Employer will post at all Employer locations a notice announcing the need for layoffs and the affected classifications of employees. Any employee within the affected classification(s) willing to accept voluntary layoff shall notify the Employer of his/her desire to do so. Such positions shall be considered vacancies for the purposes of this article.

Every effort will be made to offer those employees whose hours are to be cut available hours in other programs to make up the difference.

The Employer will notify employees to be laid off, or to have hours reduced, a minimum of 2 weeks in advance. Upon layoff, an employee will be paid for unused accrued paid vacation leave.

An employee who is laid off will be eligible for recall for one year. Whenever vacancies occur in the bargaining unit positions, employees who are on layoff will be recalled on the basis of seniority. Employees so recalled will retain the seniority that they had when they were laid off. An employee who is recalled to his/her former classification, and refuses the position shall thereby lose recall rights. Full-time employees who are recalled to part-time positions will retain recall rights to a full-time position.

An employee who has had his/her hours involuntarily reduced shall have first preference to be given additional hours should they become available.

It is agreed that changes to contractual language in the Reduction in Force article can be made by the Worker Participation Committee if there is agreement between the Union and the Employer.

ARTICLE 18. VACANCIES, PROMOTIONS AND TRANSFERS

18.1 Vacancies/Postings

Notices of all vacancies and newly created positions shall be posted at each worksite/residence at least two (2) weeks prior to the closing date. All such notices shall include: a) job title; b) job responsibilities; c) salary ranges; d) qualifications needed for the position; e) other pertinent information. If the vacancy cannot be posted in an obvious location, the posting shall be placed in the program logbook.

18.2 Promotions

A promotion shall be defined as moving from one position to another position in a higher pay grade or to an added duties position.

The Employer and the Union both recognize the importance of internal promotions to the long-term success of the Employer, and agree that efforts should be made for the career advancement of current employees. The Employer and the Union also recognize the desirability for the Employer to attract candidates with diverse backgrounds which may not be reflective of its current employees into open positions, and the need for the Employer to have flexibility when making determinations regarding those open positions, particularly in weighing the preferences and needs of the consumers. In recognition of these interests, the Employer agrees to consider making an internal promotion to fill a position each time a position becomes available. However, the Employer and the Union agree that, for the purposes of this section, nothing contained in this Agreement shall limit the Employer's control and discretion to determine what positions are available, whether positions will be filled; and if positions are to be filled, how they are to be filled, whether by outside applicant, transfer, promotion or otherwise retains its management rights with regard to filling open positions.

The Employer shall consider the following factors for promotions made pursuant to this article:

1. Ability to do the job.
2. Work history.
3. Experience in related work.
4. Expressed desires of consumers and/or their family.
5. Education and training directly related to the duties of the vacant position.
6. Other relevant qualifications as determined by the Employer to be appropriate for a particular position.

The Employer agrees to continue its practice that if two or more applicants are determined by the Employer to be equal in accordance with the foregoing factors, the length of service with the Employer shall be the deciding factor.

18.3 Added Duties

Where the assignment of additional duties results in additional compensation, the position shall be posted, as above, so that all employees have the opportunity to apply for the position in accordance with this Article. However, if it is site-specific additional duty resulting in additional compensation, the position shall be posted only in the specific site where such additional duty is performed.

18.4 Transfers

A transfer shall be defined as any of the following:

- A change in worksite
- A move from part-time to full-time
- A move from relief to part-time or full-time
- A move from residential instructor to vocational instructor or vice versa
- An increase in hours without change of status or job title

When a(n) employee(s) applies to transfer into a posted position, the most senior such employee shall be granted the transfer provided such employee meets the criteria described below:

- A. The employee has the qualifications necessary for the job (i.e. driving status, medication certification, language, demonstrated specialized skills from posting, other non-posted objective general qualifications)
- B. Expressed desires of consumers and/or their families pursuant to Article 3
- C. Ability to manage behaviors safely

If a candidate with more seniority is not selected, he or she shall receive an explanation of this decision, based on the above criteria.

If criteria C is the reason for non-selection, after a meeting with the Employer, the candidate shall have the option of a 30-day trial period in the position. After this period, the candidate shall either:

- Be granted the transfer
- Voluntarily return to his/her former position, or
- Be denied the transfer and return to his/her former position, if the Employer can document that the candidate is not able to manage behaviors safely.

The Employer and the Union agree that nothing contained in this article shall limit the Employer's complete control and discretion to determine what positions are available, and whether positions will be filled.

18.5 Relief

Relief employees who work a regularly scheduled shift (i.e. substantially the same day, substantially the same hours, same worksite) for a minimum of 8 hours per week over a 3-month period shall have the option to request that this be identified as a position and be posted. In addition, every three months the Employer will identify any such situations and post any such positions. This would exclude temporary assignments.

ARTICLE 19. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

The Employer will not involuntarily reassign or transfer an employee unless it is necessary. In the event it becomes necessary for the Employer to involuntarily transfer or reassign a(n) employee(s) from one location to another location, the Employer will post the need for such reassignment or transfer as soon as possible and seek volunteers first. In the event there are no volunteers, the Employer will meet with the Union to negotiate mutually agreeable solutions. If no agreement can be reached, the Employer may then proceed with the involuntary transfer or reassignment providing the affected employee(s) with

written notice. The selection of an employee for involuntary transfer or reassignment shall be based on the following two equal factors:

1. inverse seniority
2. Article 3 – Participation of the People We Serve

In the event that the two above factors weigh equally, then the least senior employee will be selected.

The selection of an employee for involuntary transfer or reassignment shall not result in a loss of pay.

In the case of an involuntary transfer or reassignment, the Employer shall provide the employee with in-service training and orientation in the new position.

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

- a) reassign the employee temporarily to another worksite for alternative duties; and/or,
- b) restrict working conditions while employee is under investigation; and/or,
- c) place the employee on paid administrative leave for up to 6 weeks.

When an employee is notified by BCL that they are the subject or otherwise part of an investigation, the employee shall be informed of his/her right to union representation. Whenever possible such notification shall occur by phone, at the main office of BCL or some other location away from the employee's normal worksite. Furthermore, the employee shall be informed of the specific charges and what agency is investigating the complaint, to the extent that BCL management has knowledge, during the investigation and prior to meeting with the investigator. Upon completion of such an investigation with a final disposition that does not substantiate the allegation, or contain any other negative findings against the employee, and consistent with the principles of Article 3 – Participation of the People We Serve, the employee shall return to his/her former position including worksite, hours and schedule.

ARTICLE 20. PROBATIONARY PERIOD

A newly hired employee or an employee hired after he/she has lost his/her seniority shall complete a probationary period of: 90 days for full-time staff; 180 days for relief and part-time staff. Part-time or relief employees who become full-time during their probationary period will either complete their original 180-day probationary period or work a new 90-day probationary period, whichever is less.

An employee will not have access to the grievance procedure for disciplinary action during his/her probationary period.

The Employer may extend the probationary period with the approval of the union for up to an additional 90 days if there has been insufficient opportunity to evaluate this employee.

Promotional Probation

Employees who are promoted will complete a 90-day promotional probationary period. During this period, the employee will have the right to voluntarily return to his/her previous position and the Employer will have the right to require the employee to return to his/her previous position without the employee having recourse to the grievance procedure.

ARTICLE 21. DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged except for just cause.
The Employer will notify the Union of the discharge or suspension of an employee.

ARTICLE 22. PERSONNEL FILES

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. There shall be only one official personnel file. No material shall be placed in an employee's personnel file that is inaccurate.

All written documentation related to job performance will be signed off by staff to acknowledge receipt thereof.

Any written warning or less serious employee Work Performance Note negatively impacting an employee that is placed in the employee's personnel file will, **upon the request of the employee**, be moved to a separate file after 1 year, if there is no recurrence of the action or omission which the material refers to with the following exceptions:

1. material relating to a DPPC or DMR investigation
2. material relating to an incident of client abuse or neglect

Material in this separate file will only be available to the Executive Director, Human Resources Director, agency's Attorney, agency's Keeper of the Records, and any duly authorized investigator.

ARTICLE 23. TRAININGS

Employees will be paid their regular rate for all required trainings attended.

Employees will be notified at least 30 days before any required certifications expire and in enough time to attend the training needed to recertify.

Employees who arrive at trainings that are cancelled, without 24-hour notice, may request payment of regular rate of pay for three (3) hours. Cancellations due to inclement weather are excluded.

Trainings and workshops are considered an assigned shift. Employees who do not attend without prior notice will be subject to appropriate disciplinary action.

All trainings are for the primary benefit of BCL staff. Others in attendance are at the sole discretion of the instructor and/or the BCL HR Director.

ARTICLE 24. 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 below. An employee will acquire seniority from his/her date of hire.

An employee shall lose his/her seniority if he/she, resigns, retires or is terminated or if the employee exceeds an authorized leave of absence.

ARTICLE 25. STAFF WHO TEMPORARILY FILL IN FOR MANAGER

When the Employer determines that there is a need for someone to fill in for a manager who is on leave, the Employer will seek volunteers among the staff at that site to fill in for the manager during his/her absence. Added duties staff will usually receive preference to fill in. If the site does not have Added Duties staff, there will be a site specific posting. Selection will be made by the Employer in accordance with Article 18 – Promotions, Vacancies and Transfers.

The employee selected to fill in for the manager will be assigned to perform the manager's duties during this period of time. He or she will be paid at the base hourly starting rate for a manager for as long as he/she is filling in for the manager.

ARTICLE 26. CALL-IN RATE OF PAY

An employee called in to work and who reports to work shall be paid a minimum of three hours pay at their regular rate of pay, with the exception of staff meetings for which employees shall be paid a minimum of one hour at their regular rate.

ARTICLE 27. ADDED DUTIES

The following duties will be considered "added duties":

Assisting Site Manager with:

- Providing on-the-job orientation to staff*
- Scheduling staff
- Compiling payroll
- Inventory meds on a regularly established schedule
- Ordering medication monthly, or as needed
- Making out med sheets
- Managing petty cash funds

Employees who perform added duties will be compensated at the rate of 75 cents per hour for performing all of the above duties.

*Employees who are assigned to perform this duty on a shift basis will be compensated at the Added Duties rate of pay for that particular shift.

Beeper coverage

Beeper coverage will also be considered an additional duty. Employees providing beeper coverage will be expected to come in to work in an emergency, and find staff coverage when needed. Staff providing beeper coverage will be compensated at the rate of 50 cents/1 hour period. Employees on beeper coverage who come in to work during that time will also be paid their regular rate (or overtime rate if applicable) for all such hours worked. No employees will be told to be on-call without being given a

beeper.

Employees will not be required to carry a beeper more than two weeks in four.

Employees receiving added duty pay as of July 1, 1999 will have the option of either:

- A. switching to the system described above, or,
- B. continuing to receive the pay they have been receiving.

Any employee who chooses option B may have any or all of the added duties listed above, except beeper coverage, assigned to them without an increase in pay. Once a staff who chooses option B ceases to perform the added duties assigned to them, they will cease to receive the added duty pay.

ARTICLE 28. TRANSPORTATION

Employees who are not qualified to drive at the time of hire shall be employed as relief staff only.

Some positions require use of personal vehicle, which must be pre-approved by management for verification of insurance, inspection sticker and safety. BCL reserves the right to determine which positions require the use of personal vehicles. BCL shall negotiate the impact of these decisions, if requested by the Union. Prior to requiring use of personal vehicle, every effort will be made to utilize existing agency vehicles.

Employees who become unable to drive after hire will maintain employment status for up to 30 calendar days while transfers to open shifts not requiring driving are arranged, if necessary. If there are no such open shifts, the Employer will meet with the Union to seek out volunteers to transfer with this employee. If arrangements are not available, the Employer may reduce hours of the employee, or convert the employee to relief status, if necessary. Such employee shall have the right to apply for any part-time or full-time available shifts that do not require driving, and Article 18 and any other relevant articles shall apply as with any other employee.

License Verification

Employees must carry a valid driver's license on his/her person while driving. Valid driver's license will be verified by the manager to ensure staff have valid driver's license. Valid driver's license will be verified at least annually.

Supportive Transportation Devices

Supportive transportation devices include wheelchairs and bicycles and similar devices. A team plan will be developed to facilitate the transportation of consumers. This team plan shall include use of available public transportation resources, BCL vehicles and employee-owned vehicles.

Of paramount concern is the continued integration of consumers into the community. The development of the team plan will include consideration of factors such as: safety, required staffing levels, availability of adaptive lift equipment, availability of agency vehicles and staff-owned vehicles, staff rotation, and public transportation resources.

Safety

If staff are concerned about behaviors while driving vehicles they should not drive the vehicle because it would create unsafe conditions. Smoking is not permitted in agency vehicles. Staff are expected to take reasonable safety measures and to respect the health needs of the consumer while using any vehicles as part of their employment. Additional safety issues will be addressed in the ISP guidelines.

Mileage

Personal vehicle mileage will be reimbursed at a rate of 40¢ per mile.

Standard mileage totals are available at the Administrative and Business Office. Mileage forms are also available upon request. Submit these forms into Business Office for reimbursement within 15 days.

When reimbursing for mileage, the employee's justification of the miles traveled will be considered acceptable if it reasonably fits one of the following criteria:

- standard mileage
- quickest route
- safest route
- only route that the employee knew or was comfortable driving

Staff will designate any deviation from standard mileage by writing "q", "s", or "o".

Insurance

Personal vehicle driver will use his/her own insurance as well as assuming responsibilities for any damages to their own vehicle not covered by Article 35 -- Reimbursement. The agency does carry an automobile policy and an umbrella policy that exceeds the primary insurance policy of the owner of the car. In the event of an accident in which the employee is not at fault, the agency will pay for any deductible costs (up to \$500 per accident; \$1,000 limit per employee) charged to the employee. This reimbursement of deductible cost will be approved after receipt of letter from employee's insurance carrier, which verifies that employee has no other means available for reimbursement from insurance coverage of person causing the accident. All accidents will be promptly reported and agency reporting policy will be followed.

Destinations

BCL will establish guidelines for destinations (see Procedure for Vehicle Use).

ARTICLE 29. NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against on account of race, disability, color, creed, religion, sex, age, national origin, ancestry, citizenship, veteran status, sexual orientation, or because of membership in the Union or activities on behalf of the Union.

The Employer and the Union agree that no employee 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.

The parties to this Agreement recognize the guidelines set forth by the Equal Employment Opportunity commission regarding sexual harassment in the workplace, and therefore agree that any conduct that creates a working environment that is intimidating, hostile, or offensive shall not be tolerated.

The parties to this Agreement see Affirmative Action as an ongoing process and will pursue a program of recruitment and training with emphasis on career development, with the goal of employing a diverse workforce that is representative of the community the Employer serves.

ARTICLE 30. INSURANCE

Health Insurance

The Employer will make available health insurance coverage for both individual employees and their families. All full-time employees and their dependents are eligible. Regular part-time employees and their dependents are eligible for health insurance after the employee has completed 12 months of continuous service in which he or she has worked 1,000 hours or more. For each employee choosing to enroll, the following portion of the insurance premium cost shall be paid by the Employer:

	EMPLOYER CONTRIBUTION	
	Individual	Family
Full-time employees	80%	75%
Part-time employees (29-34 hours)	60%	56.25%
Part-time employees (20-28 hours)	40%	37.5%

Employees hired prior to 9/1/2005 will follow health insurance schedule listed below:

	EMPLOYER CONTRIBUTION	
	Individual plan	Family plan
Full-time employees		
More than 1 month but less than 3 years	80%	75%
3 years and over but less than 5 years	85%	75%
5 years and over	90%	90%
Part-time employees (29-34 hours)		
More than 1 month but less than 3 years	60%	56.25%
3 years and over but less than 5 years	63.75%	56.25%
5 years and over	67.5%	67.5%
Part-time employees (20-28 hours)		
More than 1 month but less than 3 years	40%	37.5%
3 years and over but less than 5 years	42.5%	37.5%
5 years and over	45%	45%

The employee will pay the rest of the cost.

Employer health insurance contributions will be updated monthly, and increased at the beginning of the month in which the employee's seniority increases to the next level.

Dental Insurance

The Employer will continue to make available dental insurance coverage both for individual employees and for families. The employee will pay 100% of the premium.

Life Insurance

The Employer will make available life insurance coverage for employees in an amount equal to one year's annual salary rounded to the nearest \$1000. The Employer will pay 100% of the cost of the insurance.

ARTICLE 31. HEALTH AND SAFETY

Consistent with BCL Personnel Policy 1.55, the Employer agrees to continue to provide a safe and healthful work environment for all employees, and further agrees to ensure optimum working conditions, and to provide for the highest standards of workplace safety, sanitation, ventilation, cleanliness, light, noise control, adequate heating and air conditioning, and health and safety, in general. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.

Employees may refuse to perform unsafe tasks..

The Safety Committee will annually review safety issues related to weather (e.g. snowstorms, hurricanes, blizzards). The Safety Committee will develop a written plan to maintain egress in compliance with QUEST standards. The Administration will manage snow removal from driveways and removal of large debris. No excessive or unreasonably repetitive (such as every hour) removal of snow or debris will be required of the staff. Employees shall be responsible for shoveling walkways, and clearing snow from BCL vehicles.

ARTICLE 32. LEAVES OF ABSENCE

Employees who are part-time or full-time, have completed their probationary period, and have worked at least one year, shall be eligible for unpaid leaves of absences. Emergency medical leave requests, for individuals with less than one year of employment, will be reviewed on a case by case basis by the Executive Director. All requests for a leave of absence that exceeds 5 days shall be requested at least 30 days in advance (except in cases of emergency) and shall be approved by the Employer in a timely fashion. An employee may use EPT while on leave, but will not be allowed to cash in EPT benefits for a period of 3 months. An employee shall accrue seniority while he/she is on an approved leave of absence but shall not accrue benefits. The Employer shall endeavor to temporarily replace an employee on a leave of absence.

Family and Medical Leave

The purpose of this policy is to provide leaves of absence to eligible staff members in accordance with the Family and Medical Leave Act of 1993.

Eligible staff are entitled to up to 12 weeks unpaid leave during a 12-month period, measured by the fiscal year of July 1 - June 30, for the following reasons:

- the birth of a child, or upon placement of a child with the staff member for adoption or foster care;
- in order to care for a child, spouse or parent who has a serious health condition;
- because of the staff member's own serious health condition that makes the staff member unable to perform the essential functions of the position.

For the purposes of this policy, the following definitions will serve:

Child: Anyone under 18 years who is the staff member's biological, adopted or foster child. This may include a child for whom the staffer has day-to-day responsibility.

Parent: Biological, foster or adoptive parents, stepparents, legal guardians, or any individual who stood in place of parents for a staff member when the staff member was a child.

Spouse: A husband or wife as defined by applicable state law.

Serious health condition: An illness, injury or impairment, or physical or mental condition that involves inpatient care, or any period of incapacity requiring absence from school or work of more than three calendar days and involving continuing treatment by a health care provider. (For additional explanation, see final page of Section 4.45, which includes a detailed description of "serious health condition".)

Leaves covered by the law will be referred to in this policy as FMLA leave. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be credited as such in Better Community Living, Inc. records even if the employee does not specifically identify it as FMLA leave. Better Community Living, Inc. policies are intended to comply with the applicable federal or state law and no benefit is intended in excess of the applicable law.

Eligibility

This policy applies to all staff members who have worked at **Better Community Living, Inc.** for at least one year at the time the leave is requested and have completed at least 1,250 hours of service during the 12-month period preceding the commencement of the leave. Additionally, employees must work at a location where at least 50 employees are employed by the employer within 75 miles of that worksite.

Duration

FMLA leave may last for a total of up to 12 weeks during one fiscal year (measured July 1 - June 30). Leave for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing normal weekly or daily work schedules, so long as FMLA leave does not exceed the maximum discussed above. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only by prior arrangement with Better Community Living, Inc.

Note that a husband and wife both working for Better Community Living, Inc. who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks under federal law, if the leave is for the birth, adoption or placement for foster care of a child or to care for a parent with serious health condition.

Leave Arrangements and Medical Certifications

Employees are expected to submit a written request for leave as far in advance as possible to their immediate supervisor.

In instances where leave is foreseeable, employees must provide 30 days advance notice of the leave request. In cases of planned medical treatment, the employee should consult with his or her immediate supervisor in an attempt to schedule leave so as to not unduly disrupt Better Community Living, Inc. operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as is practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

Where the leave is for a serious medical condition of the employee or the employee's spouse, child or parent, the employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Human Resources Department and must be filled in by the employee's health care provider. In certain instances, at Better Community Living, Inc. expense, a second medical certification may be required by a physician Better Community Living, Inc. designates. An employee will not be permitted to remain on FMLA leave unless a valid medical certification form is provided.

In the case of a foreseeable intermittent leave for planned medical treatment or during a period of recovery from a serious health condition, Better Community Living, Inc. may require an employee to transfer temporarily to an available alternative position, at the equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

Pay During Leave

Except as provided in this paragraph, all FMLA leaves are without pay, however, an employee may use accrued EPT time for any covered FMLA leave. In all cases, employees covered by Better Community Living, Inc. disability policy must utilize such paid time during a covered leave due to the employee's own serious health condition. The total unpaid FMLA leave time will be reduced by any other paid or unpaid leave for which the employee is eligible upon the birth or adoption of a child, the serious health condition of a child, spouse, or parent or the serious illness of the employee. Employees will not accrue EPT leave benefits during any unpaid period of FMLA leave.

Benefits During Leave

Better Community Living, Inc. will maintain group health insurance coverage during a covered FMLA leave on the same terms as if the employee had continued work.

Employees will be advised by the Human Resources Department about the amount of time and the method of payment of the portion of the health insurance premium. If an employee's health plan premium payment is more than thirty days late, Better Community Living, Inc. may drop coverage for the employee if the following conditions are met: 1.) written notice is provided to the employee that the payment has not been received and 2.) the written notice is mailed to the employee at least 15 days before coverage is to cease, advising that coverage will be dropped on a specified date unless payment is received before that date. Employees may also choose not to pay their premium portion, in which case their health insurance coverage will lapse during their leave. However, upon return to work, their health insurance benefits will be fully restored, should they wish to continue such coverage.

In the event the employee does not return from a covered FMLA leave, except if the reason is due to the continuation, recurrence or onset of a serious health condition, or other circumstances beyond the control of the employee, Better Community Living, Inc. will recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due to the employee, if any, or by otherwise seeking recovery of the premium through the legal process.

Communications by Employee During Leave

Better Community Living, Inc. may require the employee to submit medical recertifications during a leave at 30-day intervals, and it may require employees to report periodically on their status and intent to return to work. In cases of leaves due to the employee's own serious health condition which exceed 60 days, employees must submit a fitness for duty report as a condition to restoration of their job.

Return to Work

Employees who return from covered FMLA leaves will be reinstated to their same or equivalent job with equivalent pay, benefits and other employment terms and conditions as required by the applicable state and federal law. However, time spent on leave does not count towards length of service credit, except that it shall be treated as continued service for purposes of Better Community Living, Inc. retirement plan.

Coordination With Other Statutes

The FMLA does not supersede any provision of any state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, if the state in which you work provides maternity leave, time spent on such leave will simultaneously be counted toward your FMLA leave eligibility.

Questions

Direct any questions about FMLA leave to the Human Resource Department. Review the following sections on "Your Rights Under FMLA" and "Serious Health Condition". Upon commencement of covered FMLA leave, you will be advised about your rights and obligations during the leave.

Individual Staff Medical Leave

Employees employed at least one year may request a leave for a personal medical condition not to exceed six (6) months. Employee is responsible for his/her portion of health coverage premium payments. Arrangements for payment may be made through the Business Office. The Employer will provide up to six (6) months of Employer's share of health coverage payments. Return to work status will follow guidelines A or B, (see below). This leave shall be concurrent with FMLA leave for the first twelve weeks.

Personal Leave

Employees may request a leave of absence for personal reasons. An unpaid personal leave under 5 days must be submitted in writing 14 days prior to leave request and may be approved by the Site Manager. A personal leave of 5 days or more will be requested in writing at least 30 days in advance (except in cases of emergency) to the Executive Director, along with recommendations from the Site Manager. Employee is solely responsible for payment of any health insurance coverage. Return to work status will follow guidelines A or B, (see below).

Military Leave

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

Jury Duty Leave

Employees shall be granted leave for jury duty in accordance with applicable law.

Small Necessities Leave Act

Employees shall be granted SNLA leave in accordance with applicable law.

Workers Compensation Leave

Employees will be granted leave in accordance with applicable law. Beyond the law, employees who have been employed for one year or more are responsible for his/her portion of health coverage premium payments. Arrangements for payment may be made through the Business Office. The Employer will provide up to six (6) months of Employer's share of health coverage payments. Return to work status follows guidelines A or B, (see below).

Employees may request an additional leave of up to six (6) months from the Employer. When such a request is made in writing, the Employer will grant the request and, upon the employee's return to work (within the additional six-month period), the Employer will provide the returning employee with the same number of hours that he or she had been scheduled to work at the time the workers compensation leave began.

For employees who have been employed for less than one year, the Employer will pay its share of health insurance coverage for a three-month period, following FMLA leave. Return to work status follows guidelines A or B, (see below).

Return to Work

Employees will be required to submit a Return to Work notice from physician. Upon return to work, employment status will be designated as follows:

- A. For a leave of absence of 3 months or less, an employee will return to work and be placed in the same classification, number of hours, shift, schedule and worksite as he/she was in prior to the leave or would have been, if the leave had not been taken, unless program changes occur which are not a direct result of the leave.
- B. For a leave of absence over 3 months but less than 6 months, staff will return to the same number of hours per week.

Employees, who are rehired within 60 days of the end of their approved leave, will retain seniority.

ARTICLE 33. DRUG TESTING

It is the policy of **Better Community Living, Inc.** to protect individuals' rights to safety while under the care of this agency. It is also the policy of **Better Community Living, Inc.** to protect the rights to safety of all staff.

Confidentiality is a priority throughout this drug testing process.

Volunteer Treatment

Staff who voluntarily admit to having a problem with drugs/alcohol, before being asked to take a drug test, will be placed on unpaid leave and offered the opportunity to enter a recognized drug/alcohol treatment program. Upon receipt of documentation that the employee has satisfactorily completed the program, staff will then be allowed to return to his/her former position. Such employees will not receive disciplinary action but may be subject to further testing without notice.

Workplace Testing

Where there is a reason to suspect that an employee is reporting to work under the influence of drugs/alcohol, or is consuming drugs/alcohol at the workplace, the Employer may require the employee to submit to drug testing. Such reason to suspect shall include observations of an employee's condition while working. The Employer will have a supervisor and, if possible, another witness, observe the employee prior to making the determination to require drug testing.

Discovery of drugs or drug paraphernalia at or near the worksite, or in or around vehicles used for BCL business, may result in drug testing for all employees who were at the worksite within a 72-hour time period of incident.

The basis for the reasonable suspicion shall be documented and signed by the Employer. A copy shall be given to the suspected employee. Prior to requiring drug testing, the employee must be informed of his/her right to Union representation. The employee shall be given the right to give admission or explanation for his/her condition which shall be considered before requiring drug testing.

An employee who is tested shall be provided with the following upon written request:

- A copy of the testing policy
- A list of tests to be used
- The test results in writing

Refusal to follow this requirement for drug screening may result in immediate dismissal.

If the test results are positive for drug, the employee will be entitled to get a re-test of the same specimen before any disciplinary determination is made. No second opinion for alcohol due to time limits.

A positive test result will be considered grounds for termination.
Staff tested for drugs or alcohol may be subject to further testing without notice.

Violation of this policy shall result in disciplinary procedures, up to and including dismissal.

ARTICLE 34. DRESS CODE

Staff are expected to exhibit a neat, well-groomed appearance. Employee's appearance should follow the following guidelines:

- Be safe
- Be appropriate for the environment
- Be non-provocative
- Not attract attention

If the Site Manager decides that 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 this is unpaid.

ARTICLE 35. REIMBURSEMENT

The Employer will reimburse employees for costs due to repairing damage to employee's property caused by individuals served by the Employer 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 submitted by filling out an incident report within 24 hours of the event. Such requests will be reviewed by a sub-committee of the Worker Participation Committee which may request additional information. Their recommendation will be submitted to the Executive Director and will not be unreasonably denied.

ARTICLE 36. EARNED PERSONAL TIME (EPT)

Earned Personal Time (EPT) is accrued as follows:

Full-time staff (35+ hours/week) accrue EPT as described below:	
<u>Seniority</u>	<u>Time Accrued</u>
Less than 3 years	5.54 hours/pay period
More than 3 years and less than 6 years	6.46 hours/pay period
6 years or more	7.38 hours/pay period

Part-time staff who have worked over 500 hours and who have been employed at the agency for over six (6) months and who are consistently scheduled for twenty (20) hours per week or more shall accrue EPT as follows:			
Hours worked	Hours accrued Per payperiod <3 years seniority	Hours accrued Per payperiod 3-6 years seniority	Hours accrued Per payperiod >6 years seniority
29-34 hours/week	4.155 hours/payperiod	4.845 hours/payperiod	5.535 hours/payperiod
20-28 hours/week	2.77 hours/payperiod	3.23 hours/payperiod	3.69 hours/payperiod

Employees who were receiving EPT at a higher rate as of 9/1/2005 will continue to receive the higher rates.

EPT leave may be used for sickness, vacation or personal days, and is totally interchangeable by a staff person.

EPT for vacation use must be requested 14 days in advance and approved by the Site Manager or supervisor. Such requests will be granted unless unusual circumstances exist and granting such a request would cause programmatic hardship. EPT leave for vacation days cannot be taken during the probationary period, but months worked during the probationary period are included in computing EPT.

When two or more employees request EPT for vacation use at the same time, and both leave requests cannot be granted, the request of the more senior employee(s) will be granted, provided that they have made their request at least four (4) weeks 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. Approved vacation requests will be posted in the staff log book or similar location at each site.

In the event that two or more employees request the same dates off for vacation two or more years in a row, and the requests cannot all be granted, then the employee(s) request will be granted in an equitable manner by rotation.

Time away from work due to illness will be with pay to the extent that the employee has EPT available, and eight (8) hours prior notice is given to his/her supervisor. Any additional time is without pay. A doctor's certificate may be required by the supervisor for reasonable cause.

EPT Accumulation

Employees can accumulate and retain from year to year a maximum of 1.5 years worth of ept accrual. Once this accumulation total has been reached, the employee can no longer accrue EPT unless the employee has requested to use EPT and been denied. In this circumstance, the employee will continue to accrue EPT until he or she is granted EPT time off or until 30 days goes by without a request being made. Accrual of EPT will resume when the employee's total EPT falls below the limit of 1.5 years worth of ept accrual.

The Executive Director has the authority to approve any transfer of EPT hours between staff.

ARTICLE 37. NEPOTISM

No employee will be permitted to hire, supervise, evaluate or otherwise make employment decisions regarding a relative or someone with whom they are having a close personal relationship.

Employees who are married or involved in a close personal relationship will not work together at the same location on the same shift.

Better Community Living discourages members of the same immediate family from working at the same worksite and the same shift. If complaints from co-workers, consumers or family members are raised, Better Community Living will address each situation on a case by case basis.

ARTICLE 38. VACATIONS OF INDIVIDUALS WE SERVE

Staff will not be required to go on overnight trips with individuals being served. Staff volunteering to go on such trips will be compensated in accordance with a plan developed in advance of the trip. Guidelines for developing the plan include the amount of work being performed by staff on the vacation in comparison with the amount of work normally performed by staff in the house. The plan will be approved and signed off by the Union, the Employer and the employee.

ARTICLE 39. SCHEDULES WHEN INDIVIDUALS WE SERVE ARE AWAY FROM HOME

When the individuals served by an employee are spending time at home with their families or otherwise temporarily not in need of services from employees, the employee will continue to work their regular hours for the Employer or the Employer and the employee may mutually agree to allow employee to use EPT time.

Notwithstanding the above, management maintains their right to schedule staff consistent with Article 15 – Hours of Work and with the management rights clause.

ARTICLE 40. COMMITTEE ON POLITICAL EDUCATION

The Employer agrees to honor the voluntary contribution deduction authorizations from its employees who are Union members to the Union's Committee on Political Education in the form provided for by the Union once the technology is in place to make such voluntary deductions feasible.

ARTICLE 41. BEREAVEMENT LEAVE

Bereavement leave is up to three days for the death of someone in a staff person's immediate family. Bereavement leave up to three scheduled days includes the day of funeral services. Additional time off may be requested as EPT. In special circumstances, two additional days may be provided with the express written consent of the Executive Director. Criteria for the amount of time off allowed include a variety of factors, including but not limited to, the need for out-of-town travel and responsibility for handling funeral arrangements.

The term "immediate family" includes the following: husband, wife, son, stepson, daughter, stepdaughter, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandchild and domestic partner.

Up to two days, at the discretion of the Executive Director, may be allowed for a death of specific other family members. This includes the following: significant other, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, aunt and uncle.

In the event of a death of a close personal friend or relative not named in the family list, the staff may request immediate leave time of one or two (1-2) days. At the discretion of the Executive Director, such leave may be allowed.

Documentation of the relationship may be required by the Executive Director.

ARTICLE 42. SUBCONTRACTING

Bargaining unit work shall not be given to any subcontractors unless:

- It has first been offered to any and all eligible bargaining unit members, including as overtime;
- Any subcontractors performing the work are subject to the same work rules and qualifications as entry-level BCL employees.

ARTICLE 43. DURATION

Except as otherwise provided herein, this Agreement shall become effective as of **May 1, 2008** and shall continue in full force and effect through **April 30, 2011** and thereafter from year to year unless terminated by notice in writing given by either party to the other of not less than ninety (90) days prior to the expiration of the above-stated period or any subsequent year of the existence of this Agreement.

Notwithstanding the above, if the cost of health insurance increases by greater than 6%, the Employer may open the Agreement for changes in health insurance only by giving written notice to the Union of such intention. The no-strike provisions of this Agreement shall remain in effect during any such reopener.

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

Better Community Living, Inc.

Local 509, Service Employees International Union

Today's date

Today's date

APPENDIX I --BARGAINING UNIT TITLES COVERED BY THIS AGREEMENT:

Residential Instructor
Vocational Instructor
Administrative Clerk
Payroll Clerk
Maintenance Coordinator
Nurse

TITLES NOT COVERED BY THIS AGREEMENT:

Executive Director
Clinical Director
Business Manager
Human Resources Manager
Assistant Executive Director
Program Coordinator
Residential Manager
Vocational Manager
Community Support Manager
Administrative Assistant to the Executive Director
SEASONAL EMPLOYEES