

Agreement

Between SEIU Local 509

and

Comprehensive Mental Health Systems, Inc.

May 1, 2008- April 30, 2011

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Agreement

Agreement entered into this **23rd day of April 2008**, by and between Comprehensive Mental Health Systems, Inc. (hereinafter referred to as the “Employer”) and Local 509, Service Employees International Union, AFL-CIO (hereinafter referred to as the “Union”).

Preamble

The purpose of this Agreement is to create through the collective bargaining process a working atmosphere where consumers, employees and supervisors are treated with dignity and respect, to promote and maintain a relationship that is based on mutual trust, to establish rates of pay, hours of work and other terms and conditions of employment for employees that are fair and reasonable with the commitment to work together to promote a services delivery system that provides maximum flexibility in meeting the needs of consumers, the highest quality services for those consumers and the greatest value to the payers of those services.

The parties believe that a well compensated, well-trained, and empowered workforce is one of the key requirements in order to make the above vision a reality. The parties acknowledge that providing for the consumers is the paramount concern of CMHS and its employees. Recognizing that the interest of the Agency and the job security of the Employees is dependent on the Employer’s ability to continue to provide timely, quality services in an efficient professional manner to the Agency’s constituents, the Employer and the Union, for and in consideration of the mutual stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

Article 1 Recognition

1.1 *The Collective Bargaining Unit.* The Employer recognizes the Union as the sole and exclusive representative for wages, hours and working conditions of all employees in the following bargaining unit: all full-time and regular part-time employees employed at the Comprehensive Mental Health Systems, Inc. including: residential counselors, employment coordinators, life skills tutors, residential representatives, residential counselor, shift coverage coordinator, residential assistants, source coordinator 1s, health resource managers, medical appointments managers, but excluding all other employees, administrative secretaries, office clerical employees, confidential employees, managerial employees, professional employees, guards, site supervisors and all other supervisors as defined in the Act.

1.2 *Definitions.* Unless otherwise indicated by the contract, the term “employees” when used herein shall refer to any of the employees covered by this Agreement. The term “full-time positioned employee” shall refer to any employee who averages thirty (30) hours or more per week within a two (2) week scheduled rotation. The term “regular part-time positioned employee” shall refer to any employee who averages less than thirty (30) hours per week within a two (2) week rotation.

1.3 *Temporary and Interim Employees.* This Agreement shall in no way restrict the

Employer in its sole discretion from employing relief or temporary employees. The term “temporary employee” shall refer to any employee who is hired for special projects or to fill in for employees on leave of absence or vacation. Temporary employees hired to fill in for an employee on an authorized leave of absence shall continue in temporary status until the end of that employee’s authorized leave. Temporary employees filling in for various employees during their authorized leaves of absence and/or vacation shall not be covered by this Agreement, unless they have nine (9) or more months of continuous employment with the Employer.

The term “interim employee” shall refer to any employee who is called occasionally to fill in for absent employees. Interim workers who average sixteen (16) hours of work per month for a quarter shall be included in the bargaining unit.

1.4 *New Classifications*. The Employer shall notify the Union and provide it with a copy of the job description and proposed wage rate for any new position the Employer determines shall be included in the bargaining unit.

Article 2

Non-Discrimination

2.1 The Employer and the Union agree that for the duration of the Agreement neither shall discriminate against any employee in any manner which would violate any applicable laws because of said individual’s age, race, color, creed, sex, religion, nationality, disability, sexual orientation, or marital status, or other characteristic that may be considered protected under state or federal law, nor shall the Union or the Employer discriminate against any employee because of the employee’s non-membership or membership in the Union or activities on behalf of the Union.

The Employer and the Union agree to cooperate in fulfilling their obligations under the Americans with Disabilities Act (“ADA”) and the Family and Medical Leave Act (“FMLA”). Compliance with the provisions of the ADA and FMLA shall not be construed as a violation of this Agreement. Where there arises a conflict between the law and the provisions of this Agreement the Union shall be given notice and opportunity to discuss the same before implementation; however, the Employer retains the unreviewable right to implement actions that it reasonably believes are required by, or are consistent with its obligations under ADA, FMLA, or their state counterparts.

2.2 *Sexual Harassment*. 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.

2.3 This article will be covered by the Grievance procedure as provided for in Articles 22 and 22A. However, if the grievance is being processed and the employee (grievant) files a complaint, claim or charge with a state, federal or local agency (covering the same facts) the parties stipulate that the pending grievance shall be withdrawn with prejudice. This provision shall apply to all categories referred to in Sections 2.1 and 2.2 with exception of any potential violations involving the National Labor Relation Act.

2.4 *Affirmative Action*. 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 advancement, with the goal of employing a workforce that is representative of the community the employer serves.

Article 3

Hours of Work

3.1. *Hours of Work.* Regular hours of employment vary from site to site and are determined by the needs of the consumer. CMHS workweek is considered to be shifts starting Monday morning and ending on the following Monday morning. Full-time positioned employees average thirty (30) hours or more within a two (2) week scheduled rotation. Part-time employees average less than thirty (30) hours per week within a two (2) week scheduled rotation.

3.2 *Overtime.* Overtime shall be paid on the basis of time-and-one-half the employee's regular rate of pay for hours worked in excess of forty (40) hours in his/her workweek. All overtime must be approved by a supervisor or shift coverage person prior to the shift. CMHS will make every effort to distribute overtime and extra straight time shifts equitably and impartially among employees who ordinarily perform such work with priority going to employees who are **regularly positioned staff which shall exclude positional interims where shift coverage is needed.**

In the event that an emergency is declared by a designated state, county or municipal official, employees required to work under these circumstances will be paid double time.

In the event that employees are required involuntarily to work beyond their normal shift they will be paid double **time upon notification of being mandated** for all such hours worked if the employee works more than 40 hours in that week. In the event that employees are required involuntarily to work beyond their normal shift they will be paid time and a half for all such hours worked if the employee works less than 40 hours in that week. Every effort will be made to avoid such a situation by finding a voluntary replacement or having supervisors cover. The appropriate administrator must be contacted between ten (10) and fifteen (15) minutes after start of said shift. The Resident Assistant must get authorization from the On Call Administrator prior to mandating an employee to involuntarily work beyond their scheduled shift. **In the event that an extra shift or overtime shift is required due to a no-call/no-show or call out with less than three (3) hours notice than the preceding requirement will not apply.**

The use of sick/personal time shall be counted as time worked for the purpose of calculating overtime.

3.3 *Meal and Rest Periods.* Meal periods should be taken in consumer's residence except when accompanying a consumer in the community. Employees shall assist consumers during meal periods as necessary. Whenever possible, each employee may take a paid one-half (1/2) hour meal period if scheduled for a six (6) hour plus shift. Whenever possible, each employee may also take one ten (10) minute paid rest period per four (4) hours of work. Whenever possible, residences shall be staffed appropriately to allow for such breaks. Breaks shall not jeopardize the well being of the consumer.

3.4 *Scheduling.* Initial staff scheduling is the responsibility of management. Schedules shall be posted at least two (2) weeks in advance in two (2) week blocks of time. There shall be no changes made of an employee's scheduled days or shift without advance notice and discussion with the affected employee. Employees shall not make changes to the posted schedule.

When the Employer desires to change the schedule (work days and shift) of an employee(s) the employer shall make such changes by first soliciting volunteers within the affected program. Volunteers shall choose from among the available schedules by

seniority. If no mutually agreeable alternative solutions are found then any involuntary changes shall be made by inverse seniority.

Shift is defined as the one of the following categories into which the majority of the employee's hours falls: 1st: 8 am – 4 pm. 2nd: 4 pm – 12 midnight, and 3rd: 12 midnight – 8 am.

3.5 Shift Changes. No employee may work during hours or on shifts other than the hours or shifts to which the employee is regularly assigned without first obtaining permission of the appropriate supervisor. No employees may swap or change their shift assignments without first obtaining the permission of each employee's supervisor. Shift change requests shall not be unreasonably denied.

3.6 Training Sessions and Staff Meetings. Employees shall be required to attend mandatory training sessions and staff meetings. Except for emergency situations, such meetings shall be scheduled two (2) weeks in advance. This time shall be considered to be hours worked, and the employees shall be compensated at their regular rate and at the overtime rate, if appropriate. The employee shall receive the greater of two (2) hours pay or pay for the duration of the meeting.

3.7 When employees sign up for extra shifts or overtime shifts these shall not be cancelled with less than two (2) weeks notice.

3.8 When vacancies occur every effort will be made prior to filling the vacancies to bring the regularly scheduled hours of the full-time staff who regularly work at that site as close to forty (40) hours/week as possible provided that these efforts will not result in: reducing an existing full-time position below thirty (30) hours, unreasonable deviation from the equitable distribution of weekend assignments, or a vacancy that involves irregular or otherwise difficult to fill shifts. Such hours will be distributed by seniority among full-time staff who regularly work at that site prior to being filled by anyone else. When the vacancy is posted the posting will clearly state that all employees interested in this position or this position at reduced hours are encouraged to apply.

Article 4 Probationary Period

4.1 A newly hired employee or an employee hired after he/she has lost his/her seniority shall have no seniority status until he/she has completed a probationary period of ninety (90) days. The probationary period may be further extended for additional period upon mutual Agreement between the Agency and the Union, provided that the probationary period and any extension thereof shall not exceed a total of six (6) months. An employee may be discharged during his/her probationary period at the discretion of the Employer. The just cause discharge standard in Article 7.1 shall not apply to discharges which take place during an employee's probationary period or any extension thereof. Upon completion of his/her probationary period, the employee's seniority shall date from his/her date of hire.

4.2 The Agency shall make every effort to ensure that a newly hired employee will be provided with the opportunity to fulfill any training requirements during the ninety (90) day probationary period.

Article 5 Personnel Files

5.1 An employee will be permitted by prior appointment to examine his/her personnel file and to receive copies of its contents. An employee shall have the right to comment, in writing; regarding anything placed in his/her personnel file and attached to such document. Any material related to performance appraisal or discipline placed in a personnel file shall be first reviewed by the worker who will then affix his/her signature indicating that he/she has seen the material. In situations where the employee is not accessible, the employer will satisfy its obligations under this provision by sending a copy of the written material by registered mail to the employee's home address and to the Union Representative. There shall be only one official personnel file.

5.2 *Employee Documents.* All employee documents shall be treated as private materials and shall be handled as such.

5.3 All written warnings and performance evaluations will be held in the employee's official personnel file. An employee may request that warnings or other disciplinary memoranda be removed from their personnel file 18 months from the issuance of the warning or other disciplinary memoranda, if there has been no recurrence of the issue addressed by such material excepting warnings or other disciplinary memoranda related to:

- medication administration (addressed in a separate policy),
- acts of discrimination or harassment based on any of the categories listed in article 2.1,
- substantiated violation of the human rights of an individual served by the agency, or
- a disciplinary action directed by the results of an outside investigation.

Upon removal the information will be maintained in a separate "archive" file. All requests must be made in writing to the Personnel Coordinator.

Information contained in this archive file will be available only to the Personnel Coordinator, the agency's attorney, the President of the corporation and any duly authorized outside investigator.

Article 6 Seniority

6.1 *Definition of Seniority.* An employee's seniority shall be defined as being equal to his/her length of continuous employment with the employer, unbroken by any of the reasons specified in Section 6.2. An employee will acquire seniority from his/her date of hire upon satisfactory completion of his/her probationary period (see Section 3.1).

6.2 *Loss of Seniority.* An employee shall lose his/her seniority if he/she:

- a) quits, resigns or retires;
- b) is discharged or terminated for just cause;
- c) fails to respond within three (3) working days after receipt of notice of recall by

registered letter and to report to work within fifteen (15) working days after receipt of such notice; or

d) is absent from work for any reason, including layoff, for a continuous period equal to his/her seniority, but not to exceed one (1) year.

e) fails to return from an approved leave of absence, or an extension of a leave, at the end of such leave or extension;

f) is absent from work for two (2) consecutive days without permission, or without properly notifying the Agency, unless prevented by circumstances of a verifiable nature.

Extenuating circumstances will be recognized and factored in by the Employer in the case of 6.2 (c) and 6.2 (d) and the loss of seniority.

6.3 Seniority lists will be prepared and updated biannually by the Agency. Copies of the seniority list will be furnished to the Union Steward and the Union, and posted on the union bulletin board.

Article 7

Discipline and Discharge

7.1 No employee shall be disciplined or discharged except for just cause, provided that an employee may be terminated, without just cause, during his/her probationary period.

7.2 *Notification to Union.* The Employer will make its best efforts to notify the Union in person, by telephone, voice mail or FAX within twenty-four (24) hours of the discharge of an employee.

7.3 *Progressive Discipline.* The parties agree that when disciplinary action is imposed, the penalty shall be in progressive stages. However, the parties recognize that serious violations may warrant the Agency imposing appropriate discipline consistent with just cause. Examples of such serious violations where progressive discipline may not be appropriate include:

- insubordination (refusal of a direct order)
- theft
- fraud
- serious consumer abuse or placing consumers at risk of serious harm
- violent behavior
- unauthorized or unlicensed operation of agency vehicles

Article 8

Wage Increases

A) Effective July 1, 2008 all employees shall receive a **1.0% wage increase to their hourly** rate as described in Appendix A, in addition to any increase they receive pursuant to B) below. The starting rates shall be adjusted accordingly.

B) Effective July 1 of each year, all bargaining unit employees legally eligible shall receive all the funds previously known as the salary reserve allocated by the State to be effective in that year in an equal percentage raise across the board. The pay scales in Appendix A shall be adjusted accordingly.

C) Effective July 1, 2009, each employee of the bargaining unit on the active payroll as of that date shall receive to his/her hourly wage zero percent (0) from the Agency but shall receive salary reserve and Quality Care payment if applicable

Effective July 1, 2010, each employee of the bargaining unit on the active payroll as of that date shall receive to his/her hourly wage zero percent (0) from the Agency but shall receive salary reserve and Quality Care payment if applicable

In addition, all bargaining unit employees shall receive an additional raise in the event the Commonwealth appropriates additional funds for pay increases who participate in training, so called Quality Care payments. Although there shall be no further reopener negotiations during the term 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 A 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.

During the life of this agreement, should the Massachusetts legislature enact legislation or a budget item that contains provisions for increasing payments to unionized human service agencies, then either party with written notice may open the agreement for changes in wages, not including wage reductions.

C) Appendix A describes pay increases after one year, 3 years, 5 years, 7 years, and 10 years. All bargaining unit employees will be paid at the rate described by the pay scale in Appendix A corresponding to their number of years of seniority.

D) MR residential counselors and Head Injury shift coverage will receive an 85 cent increase respectively in their hourly base rate of pay when assuming the additional shift coverage responsibilities of the Residential Assistant position. Employees who became residential assistants prior to 1/19/99 will receive the wage rate identified in Appendix A. The Employer and the Union agree to negotiate an increase in the rate if the responsibilities for the Residential Assistant position increase.

E) Awake night and Sleep shift employees shall be paid at the residential counselor rate for all time worked beyond 7 hours on an overnight shift

8.1 *Sleep Rate*. The parties recognize the occasional need to adjust an Employee's rate of pay to the Awake Rate based on the needs of the consumer. An ad hoc committee shall be established to review such individual circumstances and make the necessary adjustments. This committee could be comprised of a DMR service coordinator; Agency representative, Union representative, advocate or guardian; consumer, and at least one of the affected employees.

8.2 *Call in Rate of Pay*. An employee called in to work and who reports to work shall be paid a minimum three (3) hours pay at their regular rate of pay, with the exception of individual staff meetings or meeting with supervisors which shall be paid a minimum of one (1) hour's pay.

Article 9 Insurance

9.1 *Eligibility*. Insurance benefits shall become available after the employee completes

his/her probationary period. All employees in positions of 20 hours or more shall be eligible to receive an employer contribution to the cost of insurance premiums.

9.2 *Health Insurance.* The Employer shall make available health insurance coverage for both the individuals and their families. For each employee positioned to work 30 or more hours per week choosing to enroll, the employer shall pay 70% of the insurance premium cost and the employee shall pay 30% of the insurance premium cost. For each employee positioned to work more than 20 and less than 30 or more hours per week choosing to enroll, the employer shall pay 65% of the insurance premium cost and the employee shall pay 35% of the insurance premium cost. Every year, at least 90 days prior to the expiration of the insurance year, the employer shall meet with the union to examine and discuss mutually acceptable alternatives to the insurance carrier.

9.3 *Dental Insurance.* The Employer shall make available Guardian Dental Insurance for the individual employees and their families. For each employee choosing to enroll, the employer shall pay \$2.00 weekly for the individual premium cost and \$5.50 weekly for the family premium cost.

9.4 *Life Insurance.* The Employer shall make available Life Insurance with accidental death and dismemberment provision. Each employee choosing to enroll shall pay 100% of the premium cost.

9.5 *Short Term Disability.* The Employer shall make available Short Term Disability insurance for employees. Each employee choosing to enroll shall pay 100% of the premium cost.

9.6 *Long Term Disability.* The Employer shall make available Long Term Disability insurance for employees. Each employee choosing to enroll shall pay 100% of the premium cost.

Article 10 Vacations

10. *Vacation Accrual.* Employees in positions of twenty (20) hours or more shall accrue paid vacation time based on the number of positioned hours annually. Vacation time may be carried from one year to the next up to a maximum of two hundred (200) hours. Accrual begins at the date of hire, but may not be taken until the probationary period is completed.

Accrual Schedule

Length of Service	Maximum Annual Accrual
Up to 5 years	up to 80 hours
5 years or more and less than 7 years	up to 120 hours
7 years or more and less than 10 years	up to 160 hours
10 years or more and less than 15 years	up to 200 hours
15 years or more	up to 240 hours

10.2 *Accrual during Paid Leave.* When on Agency paid leave, an employee shall continue to accrue vacation time. Such accrual does not apply to paid leave provided for by Workers Compensation.

10.3 *Payment of Vacation Time Balances.* The balance of an employee's accrued vacation time shall be paid upon resignation from an eligible position or upon termination of employment, consistent with applicable statutes.

10.4 *Vacation Schedules.* Vacation requests shall be granted taking into account the wishes of the employee and the needs of the Employer. Where there is a conflict in choice of vacation time among employees, seniority shall prevail for vacation requests of five (5) consecutive days or more and submitted at least three (3) months in advance unless a junior employee has requested and obtained approval for vacation time requiring prepaid reservations or a deposit for travel and/or accommodations. Vacation requests of less than five (5) consecutive days or requests submitted less than three (3) months in advance shall be granted in order of request. Vacation requests of more than two shifts must be submitted at least twenty-one (21) days in advance. Vacation requests of more than two (2) shifts shall be responded to within ten (10) business days after being submitted. Vacation requests of two shifts must be submitted at least fourteen (14) days in advance. Vacation requests of two (2) shifts shall be responded to within five (5) business days after being submitted. Vacation requests of one shift must be submitted at least seven (7) days in advance. Vacation requests of 1 shift or less shall be responded to within three (3) business days after being submitted. Requests for vacation shall not be unreasonably denied.

10.5 *Cashing in Vacation Time.* Requests to cash in vacation time will be processed upon receipt of a written request by the employee to the payroll coordinator and will be paid on the pay date following the pay period on which the request was presented. Confirmation of any non hand-delivered written request will be the responsibility of the employee making the request.

Article 11 Sick Time

11.1 *Sick Time.* All employees in positions of twenty (20) hours or more shall accrue sick time based on the number of positioned hours annually. Hours will be accrued on a weekly basis.

Accrual Formula: $\frac{\# \text{ of positioned hours}}{5} \times 6 = \# \text{ of sick hours per year}$

The maximum amount of accrued sick time shall be ninety-six (96) hours. Sick time may be used as personal time.

11.2 *Accrual during Paid Leave.* When on agency paid leave, an employee shall continue to accrue sick time. Such accrual does not apply to paid leave provided by Worker Compensation.

11.3 *Buy Back.* An employee with seniority of one (1) year or more may choose to buy back any unused sick time in a lump sum cash payment annually. A written request for sick time buy back must be submitted at least thirty (30) days in advance of the second pay period in December. The rate of pay for any sick time hours bought back shall be 50% of the employee's regular rate of pay at the time of the buy out. If an employee has used 3 or fewer sick days in the year the rate of pay for any sick time hours bought back shall be 100% of the employee's regular rate of pay at the time of the buy out.

Article 12

Holidays

12.1 *Observed Holidays.* For purpose of this article, the observed holidays are as follows:

New Year's Day (through midnight)	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve (from 2:30 p.m.)
Independence Day	Christmas Day (through midnight)
New Year Eve (from 2:30 p.m.)	

12.2 *Holiday Pay.* Hourly employees who work on a holiday will receive holiday pay in addition to the regular pay for all hours worked. Holiday pay shall be equal to the employee's regular rate of pay for the shift worked. Unless otherwise noted, holiday time follows the calendar day (12:00 midnight to 12:00 midnight).

12.3 *Holiday Scheduling.* Holiday schedules follow the regularly established schedule for each worksite, except for additional shifts that become available because of the holiday, which shall be rotated among staff. Employees who do not wish to work on a particular holiday may request time off by following the contractual leave request procedures. Requests for holidays off (including vacation requests that include a holiday) shall be granted taking into account the wishes of the employee and the needs of the Employer. Every reasonable effort shall be made to grant all holiday requests. Where there is a conflict in choice of holiday time among employees, seniority (defined as seniority relative to other employees in the house or program) shall prevail for holiday requests submitted at least three (3) months but no more than six (6) months in advance, except when the senior employee has been granted the requested holiday off for three consecutive years in which case the Employer shall grant the junior employee the holiday request. The Employer shall approve or deny requests for time off during and around the Thanksgiving, Christmas and New Year's holidays by October 1 of each year.

12.4 Employees positioned with 20 hours or more shall be paid one fifth of their weekly pay for one holiday each year. The pay will be reflected in the Christmas week paycheck. This pay shall be in addition to any other pay the employee may be eligible for including regular or overtime pay for time worked, and holiday pay as described in 12.2 above and shall be paid in a check separate from that employee's regular pay.

Article 13 Bereavement Leave

13.1 *Available Time.* For a death in the immediate family, a maximum of three (3) days of paid bereavement leave will be granted to an employee within five (5) days after the death for the purpose of attending the funeral and, if applicable, providing for matters incident to the death. Bereavement leave shall be paid at the employee's regular rate of pay. Additional time off may be granted on a case by case basis at the discretion of

management.

13.2 Immediate Family. For the purpose of this article, immediate family is defined as: mother or father, including step-parent; spouse, including life partner or significant other living in the same household; son or daughter, including step-child or grandchild; sister or brother; mother-in-law or father-in-law; brother-in-law or sister-in-law; daughter-in-law or son-in-law; grandmother or grandfather.

13.3 For a death of an aunt or uncle an employee will be allowed to take unpaid leave or use accrued sick/personal or vacation leave under the conditions described in 13.1.

13.4 In the event of death of spouse and/or child bargaining unit members shall be granted five (5) days

13.5 In the event of death of in-law grandparents bargaining unit members shall be allowed two (2) days of bereavement

Article 14 Jury Duty

14.1 *Compensation.* The Employee shall be compensated for the difference between payment received for jury duty and the wages lost from his/her regular work schedule. This compensation shall be computed at the employee's regular rate of pay.

14.2 *Proof of Service.* To receive payment under this section, the employee shall provide documentation of jury duty, including date and time served and, if applicable, the amount of payment received from the court.

14.3 *Maintaining Regular Schedule.* Employees whose regular schedule includes days when the jury is not in session (i.e. Saturday, Sunday) will be expected to report to work for their regularly scheduled hours.

If the employee learns that jury duty has been cancelled the employee will be required to contact the employer or shift coverage and then will have the option of working their normally scheduled hours. Employees filling in for employees scheduled for jury duty will be notified in advance that such hours may be cancelled on short notice when the jury duty is cancelled.

Article 15 Staffing

15.1 The Employer shall make every effort to provide sufficient staff coverage to ensure proper client care at all times.

15.2 It is the responsibility of the Manager/Residential Director to arrange coverage for employee's personal/sick time, bereavement leave, vacation and leaves of absence. In an emergency and for sick and bereavement requests, after normal business hours (Monday through Friday, 9:00 a.m.–4:00 p.m.), the shift coverage person is responsible for shift coverage.

Article 16 Retirement Savings Accounts

16.1 *403(b) Savings Plan.* The Employer shall make deductions and forward payments to 403(b) plans for employees choosing to participate in such plans.

Article 17 Interim Workers

17.1 Interim workers are those workers hired on a relief or substitute basis. Interim workers who work in the same house or worksite a minimum of ten (10) hours per week over a three (3) month period shall be converted to regular status employment after three (3) months, except for interim employees filling in for employees on an approved leave of absence or paid leave.

Article 18 Workers Compensation

18.1 *Eligibility.* The Employer shall maintain Workers Compensation insurance for all employees in accordance with applicable status. The Employer shall pay 100% of this cost.

18.2 *Insurance Contribution.* An employee on leave under this section shall continue to receive the employer's contribution to the cost of his/her health and welfare benefits, as applicable, for a period of up to three (3) months.

18.3 *Seniority Accrual.* An employee on leave under this section shall continue to accrue seniority until such time as the employee returns to work, but not to exceed 18 months.

Article 19 Miscellaneous

19.1 *Weekly Pay.* All bargaining unit workers of CMHS shall receive their pay on a weekly basis. Paychecks may be picked up at the CMHS Administrative Office every Thursday between the hours of 8:15 AM - 3:45 PM. Checks may be mailed on Wednesday if self-addressed, stamped envelopes are provided in advance. Paychecks not picked up between these hours shall be automatically sent to the worker's home address after 3:45 PM at the Employer's expense.

Weeks when there are Thursday holidays are the exception. In those cases, paychecks will be made available from 8:30 AM through 1:00 PM on the Wednesday preceding the Thursday holiday. Paychecks not picked up between these hours shall be automatically sent to the workers' home address after 1:00 PM at the Employer's expense.

19.2 *Paycheck Accounting.* Each worker's weekly paycheck shall clearly list the hours worked and the rate of pay for each hour worked, plus all accrued sick leave and vacation leave. Inaccurate paychecks shall be corrected in the following manner: The employee completes a Paycheck Error Form and submits it to the Business Department by 3:30 p.m. on Thursday. The Payroll Clerk will correct the error and issue a corrected check after 2:00 p.m. on Friday. If the Paycheck Error Form is submitted after 3:30 p.m. on Thursday, the Payroll Clerk will correct the error and make the appropriate

adjustments to the employee's paycheck for the next payroll period. If no error is found, the employee will be notified in writing.

19.3 *Training*. Staff training shall be available to all employees and authorized at the discretion of management. Training program information shall be distributed in a timely fashion throughout the agency, and the selection of employees to attend such programs shall be equitable and fair. If an employee is given less than twenty-four (24) hours notice of the cancellation of a mandatory CMHS provided training, that employee will be paid for the number of hours for which the training had been scheduled. Every effort will be made to schedule CMHS provided mandatory trainings at times convenient to both the employee and the employer.

19.4 *Retroactive Pay*. When the Employer pays an employee money retroactively, such payment, if greater than \$25, shall be made in a check separate from that employee's regular pay.

Article 20

Change of Corporate Ownership or Control: Notice to Union and Employees

20.1 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 issuance of this notice, representatives of the Employer will be available to Employees and the Union for the purposes of answering questions relating to the operational changes. The Employer will inform any potential new entity that results from such contemplated action of the existence of the Union and of the collective bargaining agreement. The Employer shall provide to the Union, upon request, relevant information relating to any changes, and further recognizes its statutory duty to bargain with the Union over the impact such changes could have on the bargaining unit employees.

Article 21

Reduction In Force

21.1 In the event that the Employer decides that it is necessary to reduce its working force, it will notify the Union of any decision to lay off bargaining unit employees and will discuss issues and alternatives provided that such obligation does not in any way limit the Employer's right to take such action in a timely fashion. At the same time, the Employer will post at all Employer locations a notice announcing the need for layoffs and the affected classification(s) of employees. Any employee within the affected classifications(s) willing to accept voluntary layoff shall notify the Personnel Department in writing of his/her desire to do so.

21.2 Within the classifications targeted for layoffs the order of layoff shall be as follows:

- 1) First, any volunteers;
- 2) Probationary employees; and
- 3) Then, in reverse order of seniority (last in, first out), the least senior employee in the program, classification, worksite and shift. Classification seniority shall determine the order of layoff.

Consumer input may also be considered, provided that:

- the specific input reasons be identified in writing and given to the employee,
- reasons are based on demonstrable past experience with the employee in question,
- the reasons are not arbitrary, and
- the reasons are not retaliatory in nature.

In the event that there is difficulty in determining the grounds behind the consumer input, the matter will be referred to a review committee consisting of: the consumer and or advocate(s) if the consumer so requests; a Union representative; an Employer representative; and the employee. The review committee will ascertain whether the reasons behind the input meets the specified criteria listed above.

21.3 Bumping. An employee targeted for layoff may bump into a position occupied by a less senior employee as provided for in Section 21.4, Bumping Procedure and provided that the employee has the necessary qualifications to perform the duties of the job. Consumer input may also be considered, provided that:

- the specific input reasons be identified in writing and given to the employee,
- reasons are based on demonstrable past experience with the employees in question,
- the reasons are not arbitrary, and
- the reasons are not retaliatory in nature.

In the event that there is difficulty in determining the grounds behind the consumer input, the matter will be referred to a review committee consisting of: the consumer and/or advocate(s) if the consumer so requests; a Union representative; an Employer representative; and the employee. The review committee will ascertain whether the reasons behind the input meets the specified criteria listed above.

Employees may not bump into positions serving populations for which they do not have the relevant skills and experience.

21.4 Bumping Procedures. An employee targeted for layoff consistent with Section 21.2, shall have the option to exercise bumping rights as follows:

- 1) the employee targeted for layoff may bump any less senior employee in his/her classification regardless of worksite, shift or hours of work within the program;
- 2) the bumped employee may then bump any less senior employee in his/her classification regardless of worksite, shift or hours of work within the program;
- 3) this bumped employee may then bump only the least senior employee in his/her classification, in the same shift within the program, or the least senior employee in his/her classification within the program; and finally,
- 4) this bumped employee may only bump the least senior employee in his/her classification within the program.

At any point in this bumping procedure, the employee may also choose: to fill any open vacancy that he/she is qualified to fill; to take the layoff.

21.5 Notification. The Employer will notify employees in positions to be eliminated or programs to be closed a minimum of three (3) weeks in advance of the employee having to leave those positions. If the Agency does not provide such three (3) weeks

advance notice, it will give the affected employee three (3) weeks pay in lieu of such notice. The Employer will notify employees in positions to be bumped a minimum of two (2) weeks in advance of actually being bumped. If the Agency does not provide such two (2) weeks advance notice, it will give the affected employee two (2) weeks pay in lieu of such notice. Once given a bumping notice, Employees will have two (2) weeks to make their bumping decision. Upon layoff, an employee will be paid for unused accrued paid vacation leave.

21.6 Recall. An employee who is laid off will be eligible for recall for a continuous period equal to his/her seniority, but not to exceed one (1) year. Whenever vacancies occur in bargaining unit positions, employees who are on layoff will be recalled on the basis of inverse seniority of layoff (last out, first in). An employee who is recalled to his/her former position (same classification, positioned hours, and rate of pay) and refuses the position shall thereby lose recall rights. Probationary employees have no recall rights.

21.7 Reduction in Hours. In the event that the Employer decides that it is necessary to reduce the regularly scheduled hours of an employee(s), the Employer shall notify the Union and the employees in the affected program and seek volunteers for such reduction. If there are no volunteers, then the least senior employee(s) in the affected program shall have their hours reduced if possible. The Employer shall make every effort to provide employees whose hours are involuntarily reduced with additional hours to make up for the lost hours. Such employees shall have first preference when bidding on any vacant hours that bring them up to the number they had before the involuntary reduction provided that these efforts will not result in: reducing an existing full-time position below thirty (30) hours, unreasonable deviation from the equitable distribution of weekend assignments, or a vacancy that involves irregular or otherwise difficult to fill shifts.

In the event that a reduction of hours brings a full-time employee below the number of hours required to maintain full time status, or cuts a part-time employee's hours by more than 25%, then that employee shall have bumping rights as described in sections 21.3, 21.4 and 21.5 of this Article.

Article 22

Grievance Procedure

22.1 Grievance Procedure. The purpose of this Article is to establish a procedure for the settlement of grievances, which involve the interpretation, and application of a specific provision of the Agreement. A "grievance" shall mean a complaint filed by an employee(s) that the Employer has interpreted and applied this Agreement in violation of a specific provision(s) hereof. All grievances shall be handled as follows:

Step 1: The aggrieved employee, with or without his/her Union Steward and/or Union Representative, shall first present the grievance in writing to his/her supervisor through the Personnel Department within fourteen (14) calendar days following the event forming the basis for the grievance or following the time when the employee reasonably should have been aware of the event forming the basis for the grievance. The supervisor will give his/her answer in writing to the grievance within fourteen (14) days after the grievance has been presented to him/her.

Step 2: If the Step 1 answer is not satisfactory, the grievance, shall be referred in writing by the aggrieved employee and/or his/her Union Steward and/or Representative to the Program Director or his/her designee through the Personnel Department within fourteen (14) calendar days after the answer to Step 1 is given or after the date when the answer should have been given if no answer is received. The grievance shall be signed by the aggrieved employee(s) and/or Union Steward and/or Union Representative. The Union Steward and/or Union Representative (with or without the aggrieved employee) shall, upon request, meet with the Program Director to discuss the grievance. The Program Director will give his/her answer in writing within fourteen (14) calendar days after the grievance has been presented to him/her.

Step 3: If the Step 2 answer is not satisfactory, the grievance shall be referred in writing by the aggrieved employee and/or his/her Union Steward and/or representative to the Senior Management Team through the Personnel Department within fourteen (14) calendar days after the answer to Step 2 is given or after the date when the answer should have been given if no response is received. The aggrieved employee with his/her Union Steward and/or Union Representative (if so desired) shall, upon request, meet with the Senior Management Team or composite of the Senior Management Team within fourteen (14) calendar days of such reference. The Program Director involved in Step 2 will be excluded from this Senior Management Team meeting. The Senior Management Team shall give their answer in writing within fourteen (14) calendar days after the meeting in this Step or, if no meeting is held and/or scheduled, within fourteen (14) calendar days after the grievance is presented in this Step.

A grievance concerning a matter which affects a substantial number or class of employees which the immediate supervisor would lack the authority to settle in Step 1 initially may be presented at Step 2 by the Union.

22.2 Time Limits. The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. Any such time limit may be extended in a particular case by mutual agreement provided such extension is set forth in writing and signed by the party for whose benefit the time limit was established. If it is not possible to refer the grievance at any step within the applicable time limit due to the absence of the appropriate representative of the Employer, the grievance may be referred to the next step. The failure of the Employer at any step to give its written answer to the grievance within the applicable time limit shall be deemed to be a denial of the grievance and will qualify the grievance to be referred to the next step. The failure of the aggrieved employee and/or his/her Union Steward and/or representative to refer the grievance to the next step in the grievance procedure within the applicable time limit, it shall be considered as settled on the basis of the last response.

22.3 Pay for Grievance Time. Grievance meetings will be held at a time convenient for both parties. For this purpose, the parties shall include the aggrieved employee and/or his/her Union Steward and/or representative and management. When Step 1, 2 and 3 of the grievance procedure take place during the employee's work hours, the Employer will pay for time actually and necessarily lost by the aggrieved employee attending the grievance meeting.

22.4 Stewards shall be permitted a reasonable amount of time in which to investigate and process grievances without loss of pay or benefits, provided that the performance of such duties shall not unreasonably interfere with the Employer's operations. However, in

order to insure continuity of care for the clients, stewards shall be encouraged to investigate and process grievances outside of their scheduled working hours. In an emergency, if a Steward is required to leave his/her shift, he/she will notify the on-call supervisor prior to leaving the work site.

Article 22A Arbitration

22A.1 *Arbitration.* If the Step 3 response is not satisfactory, the Union shall request that the grievance be submitted to arbitration by giving written notice to the Employer within thirty (30) calendar days after the response at Step 3 is given or after the date the response should have been given if no response is received.

22A.2 The parties have identified the following individuals who will serve as a regular panel of arbitrators:

Tim Bornstein
Joan Dolan
Lawrence Holden
James Litton

Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association applicable to labor arbitrations, subject to the provisions of this Agreement. The fees and other charges of the arbitration shall be equally divided between the parties. Each grievance shall be processed separately in any arbitration proceeding under this Article.

22A.3 The arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement. The award of the arbitrator on any grievance properly submitted to him/her hereunder, if within the scope of his/her authority and power, shall be final and binding upon the parties and the employee(s).

Article 23 Health and Safety

23.1 *Health and Safety.* The Employer agrees to provide a safe and healthful work environment for all employees and further agrees to provide for the highest standards of workplace health, safety and sanitation. The Employer and the employees shall cooperate fully in matters having to do with safety, health and sanitary matters affecting the employees and/or consumers, including reporting unsafe or hazardous conditions. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.

23.2 *Joint Health and Safety Committee.* A joint health and safety committee, having advisory powers only, shall be formed consisting of four (4) direct care staff employees and four (4) supervisory employees. The committee shall meet when necessary or at the request of either party to discuss issues relating directly to the safety and health of bargaining unit employees and/or the consumers. The committee may jointly make recommendations to the Agency for changes, corrections or adjustments to

conditions or equipment that may effect the safety and health of bargaining unit employees and/or consumers. Employees serving on the safety committee shall be compensated at their regular rate of pay for attendance at safety committee meetings.

23.3 *Training.* The Employer shall provide all safety training, information, and equipment required and necessary to perform any assigned jobs or tasks.

Article 24

Human Rights Committee

24.1 *Human Rights Committee.* Employees who are Human Rights Officers shall be allowed to attend all Human Rights Committee meetings.

Article 25

Maintenance of Properties

25.1 *Maintenance of Properties.* Employees involved in client care services shall assist clients in performing routine housekeeping duties including but not limited to: vacuuming, dusting, changing linens, sanitizing kitchen and bathrooms, washing floors, and the snow shoveling of access walkways of the residence as needed. If the clients are unable to perform such tasks, the employee will be responsible. Further, the employees will assist clients in raking leaves and lawn mowing, but shall not be required to perform any maintenance duties of the Agency worksites.

Article 26

Vacancies and Postings

26.1 *Posting.* Whenever a vacancy in a bargaining unit position occurs which the Employer determines will be filled, a notice of such vacancy will be posted on the Employer bulletin board at each work site, or in the memo section of the staff book and on a central bulletin board at the administrative office, with a copy to the Union Chief Steward, and remain posted for a period of ten (10) consecutive days. The notice shall include: a) job title; b) description of job duties and responsibilities; c) wage range; d) job qualifications and requirements; e) job site; and f) total hours and shift. Any employee interested in the vacancy shall apply in writing to the Personnel Department within the ten (10) day posting period.

26.2. A qualified employee shall be selected for the position. In filling a vacancy in a bargaining unit position, the employee with the most seniority shall be given preference to fill the vacancy or new position, provided that he/she has the necessary qualification to perform the duties of the job involved. The Employer may also consider the following when making a selection: experience with consumer disability population; specific consumer experience. Consumer input may also be considered, provided that:

- the specific input reasons be identified in writing and given to the employee,
- reasons are based on demonstrable past experience with the employee in question,

- the reasons are not arbitrary, and
- the reasons are not retaliatory in nature.

In the event that there is difficulty in determining the grounds behind the consumer input, the matter will be referred to a review committee consisting of; the consumer and/or advocate(s) if the consumer so requests; a Union representative; an Employer representative; and the employee. The review committee will ascertain whether the reasons behind the input meet the specified criteria listed above.

Article 27

Involuntary Transfers and Reassignments

27.1 In the event it becomes necessary for the Employer to involuntarily transfer or reassign employees from one unit, program or location to another unit, program or location, the Employer will provide the affected employee(s) with at least fourteen (14) days written notice (if at all possible). The Employer will seek volunteers first from within the affected unit, program or location with written notice (if at all possible). In the event there are no volunteers, the Employer may then proceed with the involuntary transfer or reassignment based on inverse seniority among qualified employees within the affected unit, program or location and shall not result in a loss of pay. Management will make every effort to ensure that a loss of pay will not result.

27.2 In the case of an involuntary transfer or reassignment, the Employer shall provide, at the employee's request, in service training and orientation in the new position, (including client care, emergency procedures, infection control, client rights and privileges and employee's rights, privileges and responsibilities). The employee involved in transfer or reassignment shall not assume full responsibility in the new position until such training has been completed.

27.3 *Transfer during an Internal Investigation.* If an employee is subject to an internal investigation as a result of a complaint filed, and the Employer decides that it is necessary to transfer the employee to another site for the duration of the investigation, the Employer will make every effort to insure that the employee will be transferred to another position with the same hours and pay and most convenient location possible. The Employer shall make every effort to avoid suspending an Employee during an investigation. If the Employer is required to suspend an employee during an investigation the Employee shall be paid for the first two weeks of such suspension. This shall not limit the Employer's ability to impose a disciplinary suspension on an employee for just cause.

Furthermore, during the investigation, the employee shall be entitled to the following:

1. the employee shall be informed of the specific charges and the date involved;
2. the employee shall be notified who is investigating;
3. the employee shall be given an opportunity to be interviewed during the investigation process; and,
4. the employee shall be informed of the final disposition of the investigation, in writing, within two (2) working days of the disposition.

Upon completion of such an investigation with a final disposition that results in the exoneration of the employee, that employee shall have the option to return to his/her

former position, including worksite, hours and schedule. In any case, any such internal investigation shall be completed within sixty (60) calendar days from the date of complaint.

27.4 Transfer during an External Investigation. If an employee is subject to an external investigation as a result of a complaint filed, and the Employer decides that it is necessary to transfer the employee to another site for the duration of the investigation, the Employer will make every effort to insure that the employee will be transferred to another position with the same hours and pay and most convenient location possible. The Employer shall make every effort to avoid suspending an Employee during an investigation. If the Employer is required to suspend an employee during an investigation the Employee shall be paid for the first two weeks of such suspension. This shall not limit the Employer's ability to impose a disciplinary suspension on an employee for just cause.

Furthermore, during the investigation, the employee shall be entitled to the following:

- 1) the Employer shall notify the employee that they are under investigation; and,
- 2) the employee shall be informed by the Employer of the final disposition of the investigation, in writing as soon as is practicable after the Employer is notified of the disposition.

Upon completion of such an investigation with a final disposition that results in the exoneration of the employee, that employee shall have the option to return to his/her former position, including worksite, hours and schedule. Additionally, the Employer will follow all recommendations issued by the investigating agency (ies).

Article 28 Job Descriptions

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

Article 29 Leaves of Absence and Family and Medical Leave

29.1 Personal Leave. Full-time and part-time employees with at least six (6) months of continuous service shall be eligible for unpaid leaves of absence. All leaves of absence shall be requested in writing thirty (30) days in advance (except in cases of emergency) on a form provided by the Employer, and shall be approved at the discretion of management, in writing by the Personnel Coordinator in a timely fashion. Such leave shall not be unreasonably denied. Personal leave, such as, for family illness or other personal reasons shall not exceed six (6) months. An employee shall accrue seniority while he/she is on approved leave of absence, but shall not accrue benefits.

29.2 Family and Medical Leave. The Employer agrees to fully comply with the Federal Family and Medical Leave Act of 1993 ("FMLA"). Employees who have worked for the Employer for one (1) year and have 1250 hours of actual work during the preceding twelve (12) months shall be eligible for up to twelve (12) weeks of unpaid leave for the birth, adoption of a child, or a serious medical condition. (See the Family

and Medical Leave Act notice posted on the bulletin board). Use of paid sick leave and paid vacation leave may be used as a part of the FMLA leave at the employee's option.

29.3 *Union Leave.* An unpaid leave of absence of up to one (1) year shall be granted without loss of seniority to an employee if such employee is elected or appointed to a full-time Union position. Only one employee in the bargaining unit at any one time will be granted a leave under this provision.

Union stewards and officers will be granted an unpaid leave upon request to attend Local 509 stewards' assemblies, joint executive board and chapter executive board meetings. Such requests must be made at least 14 days in advance, shall be limited to a maximum of 10 employees at any one time, and shall not cause an extraordinary hardship on services provided by the Employer.

29.4 *Medical Leave.* This provision applies to employees not eligible for FMLA or for employees who have exhausted their FMLA. In such cases, a medical leave of absence may be granted at the discretion of the Employer, renewable to a maximum period of six (6) months without loss of seniority. Written request for a medical leave of absence shall be accompanied by a physician's statement attesting to the need for such leave. If such statement does not include an ending date, the employee may be required to submit a new statement in thirty days.

29.5 *Military Leave.* The parties agree to fully comply with all provisions of the Uniformed and Reemployment Rights Act of 1994 ("USSERA"). A regular employee who is called into active Military Service shall be given an unpaid leave of absence for such mandatory period of service and will be reinstated in accordance with USSERA in effect on the date of the employee's application for reinstatement, as long as said applicant is filed with USSERA.

An employee who is a member of the National or Air Guard, or a reserve component of the Armed Forces, will be granted absence in accordance with USSERA.

29.6 Requests for any and all leaves of absence, and extensions thereto, shall be made in writing to the Personnel Coordinator and shall state the reasons for the requested leave, the date the leave shall start and the anticipated date the leave shall end.

29.7 An employee on an unauthorized leave of absence shall notify the Personnel Coordinator in writing of his/her intention to return to work at least fourteen (14) calendar days prior to the expiration of the leave. An employee returning from medical leave will be required to submit an authorized health care provider's certificate attesting to his/her ability to return to work and the ability to perform all essential functions of their job or to a modified work plan, if at all possible. When a modified job duty is possible, a clear and specific job description detailing the employee's job duties, consistent with a doctor's recommendations, will be provided.

29.8 The Residential Director/Manager shall endeavor to temporarily replace an employee on a leave of absence. An employee returning from an approved leave of absence will be placed in the same classification and in a comparable shift, hours and site as he/she was working at the commencement of the leave of absence.

29.9 If an employee is on an approved leave of absence, the employee may continue insurance coverage provided that the employee pays the full monthly cost (or a pro rata share if less than a full month) for insurance premiums, except as otherwise provided for by law.

29.10 *Small Necessities Leave.* The Employer agrees to fully comply with the

Small Necessities Leave Act, effective August 4, 1998. Those employees who are eligible for FMLA leave shall be covered under this act, for a total of twenty-four (24) hours of unpaid leave may be taken to: 1) participate in school activities directly related to the educational advancement of an employees son or daughter; 2) accompany the employees son or daughter to routine medical appointments; 3) accompany an elderly relative to routine medical or professional appointments. Use of paid sick leave or paid vacation leave may be used for Small Necessities Leave at the employee's option.

Article 30 **Absence of individuals we serve**

When the individuals served by an employee are spending time at home with their families, on vacation or otherwise temporarily not in need of services from employees, the employee will have the option of:

- working their regular hours at a different site or
- working their regular hours at their normally assigned site performing non-routine household duties or
- using accrued sick/personal or vacation time or
- taking unpaid leave.

Article 31 **Transportation**

31.1 *Mileage Reimbursement.* Effective 7/1/06 employees required to use private vehicles in the course of their work shall be reimbursed at the rate of **\$0.40 per mile**. Employees must submit their approved mileage sheets to the employee's supervisor by the fifth day of the month following the month the mileage was incurred. Mileage expense will only be accepted up to 60 days following the month in which it was incurred with the exception of mileage expense for the month of May which must be submitted before the end of the fiscal year. The business department will prepare and distribute mileage checks on the second payroll distribution of the month. If the individual lives at a site in which an agency vehicle is assigned, the use of the agency vehicle is mandated.

31.2 Employees who are required to use private vehicles in the course of their work and do not have the opportunity to use an agency vehicle, and in so doing drive more than 3000 miles in a year will receive \$135 annually to reimburse them for the first \$135 of oil changes and tire replacement. **In addition, the Agency will pay, up to five hundred dollars (\$500.00) for automobile deductible, the employee must provide and accurate and detailed police report describing the incident. Payment will be made directly to the auto repair business.**

31.3 Employees will not be required to bring agency vehicles in for maintenance or repairs when individual clients are present except in cases of emergency.

31.4 *Transporting Clients.* All houses shall have an emergency communications system provided for consumer transportation.

31.5 Attachment A is hereby incorporated as a part of this agreement.

Article 32

Reimbursement procedure

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 the work environment
- The staff followed correct procedures for the situation

Prior to requesting such reimbursement a damage report form must be submitted within 48 hours of the Employee's learning of the damage. The request will be forwarded to the Employer's designated representative and will not be unreasonably denied. At the request of either the Union or the Employer such request for reimbursement may be reviewed by the Employee Advisory Committee.

Article 33

Meal Reimbursement

The Employer shall pay for meals eaten by employees when taking individuals they serve to a pre-approved outing in a dining-in restaurant up to a maximum of \$5 for lunch or breakfast and \$10 for dinner. Employees should continue to be aware of these expenses by attempting to utilize cost cutting methods such as coupons and advertised dining specials when made available.

Article 34

Medication Administration

Employees who fail the medication administration test three or more times and who participate in available medication training and tutoring options shall have their employment status reviewed on a case-by-case basis.

Article 35

Special Union Activities

The Employer shall give up to 15 employees time off without loss of pay or benefits for the purpose of participating in special union activities for the duration of the event with a maximum of four (4) hours. Such leave shall be granted once during each fiscal year. The union shall give the employer at least 10 days notice of the date of the special union activity, and shall notify the employer of the anticipated beginning and end of the event, and the list of names of the employees who attend. Employees who are not scheduled to work at the time of the scheduled activity will receive their regular rate of pay for the time they attend the activity for a maximum of four (4) hours so long as the total number of employees paid to attend the event does not exceed 15. Employees who attend this activity will not have their scheduled hours that week involuntarily reduced.

The union will provide to the employer verification that employees attended the event. The employer may use non-bargaining unit employees to cover worksites during the special union activity and may retain one bargaining unit employee per worksite if needed to ensure adequate coverage.

Article 36 Union Business

36.1 Visitation. The employer will allow a duly authorized Union representative access to the Employer's premises for the purpose of conferring with employees covered by this Agreement and/or Union stewards in connection with administration of this Agreement. Such visits with Union stewards and/or employees shall not interfere with the operations of the Employer. The Union will notify an agency designee or the on-call administrator in advance of any such visit, whenever possible twenty-four (24) hours in advance, except in an emergency. Issues involving site specific matters may require visits at the site or home, while other issues may be addressed through visits at the administration building during normal business hours.

36.2 Union Notebooks. The Employer recognizes Union notebooks at each worksite location for the exclusive use of the Union.

36.3 Union Stewards and Officers. Union stewards and officers elected and/or appointed by, and acting as agents of the Union, shall be recognized by the Employer. Such Union stewards and/or officers who are authorized to receive complaints and process grievances through the grievance procedure (without loss of pay, subject to Section 22.3 and 22.4), provided the performance of such duties shall not unreasonably interfere with the Employer's operations. The Union will furnish the Employer with a written list of such stewards, officers and alternates.

36.4 Union Orientation. The Employer agrees to allow the stewards thirty (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 notify each new hire of the existence of the Union and give each new hire an information packet provided by the Union.

36.5 Contract Negotiations. The Employer agrees to release the members of the Union Negotiating Committee from work to participate in negotiation meetings unpaid with the Agency with a two (2) week advance notice.

36.6 The Union shall be permitted the reasonable use of the Employer's FAX and phone for the conduct of official Union business.

Article 37 Dues Deduction

37.1 Check-off. The Employer will deduct dues, with each paycheck, from the pay of employees who request deduction. The Employer shall transmit these funds promptly (but in no case more than thirty [30] days) to the Treasurer of the Union. Included with the check will be a complete list of the employees whose dues 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 the codes and the addresses and the phone numbers for these addresses).
- 4) Job titles or job title codes. (If a code is used, the Employer shall provide the Union with a complete current list of job titles and 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 deducted by electronic interbank transfer.

When the Employer deducts and transmits dues in error to the Union, the Union shall promptly process the over payment and transmit it to the Employer.

37.2 Notification. The Employer will advise all new employees at the time of hire that the Union is their collective bargaining representative. The Employer will also notify the Union of the name, address, classification, hiring date, and rate of pay of each new employee as well as the name of each terminated employee with the date of termination. Such notification to the Union, with a copy to the Union Chief Steward, will be made monthly.

Article 38

Union Security

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

In the event that an employee covered by this Agreement shall refuse and fail to become a Union member or to tender the Union the periodic dues that are obligations of members to pay to the Union as agency service fee, the Employer shall terminate said employee's employment upon written notice from the Union.

38.2 The Union shall have the exclusive right to the check-off and transmittal of Union

dues or agency service fee on behalf of each employee. An employee may consent in writing to the authorization of the deduction of Union dues or agency service fee from his/her wage and to the designation of the Union as the recipient thereof.

Article 39

Subcontracting

39.1 There shall be no subcontracting of work that results in the layoff of any worker on the payroll at the time of the subcontracting. However, when employees are not available to perform the work needed, the employer shall notify the Union of its intention to use outside help.

Article 40

Committee On Political Education

40.1 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 by the Union.

Article 41

Employee Advisory Committee

41.1 The Union and the Employer agree that during the life of this Agreement, individuals from both parties (not to exceed three from each) be designated, in writing, by each party to the other for the purpose of meeting monthly at mutually agreeable times and places to appraise the other of problems, concerns, suggestions, ideas, etc. related to the facility, the work force and client services, all to promote better understanding with the other. The meetings shall be on work time. Such meetings shall not be for the purpose of initiating or continuing bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement, and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects of such meetings. All suggestions will be presented to the Senior Management Team for review.

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

- the quality of client service;
- the on-going quality of training and education for staff;
- improvements in the methods and means of production which result in greater employee control over their work, greater worker satisfaction and improved client care;
- discussion of ways to minimize and reduce stress level for staff providing client services;
- review, safety and health concerns in the worksite and environment.

Article 42

Strikes and Lockouts

42.1 *No Strike.* For the duration of this Agreement, neither Union, or its officers, agents or representatives, nor any employee shall in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, slowdown, cessation or stoppage of work, boycott, or other interference with or interruption of work by employees at any of the Employer's operations. The Union shall use all means available to it to cause a cessation of activity prohibited by this section. Whenever possible, picketing will not take place at the consumer's place of residence.

Participation by one or more employees in these activities, as cited above shall result in disciplinary actions, up to and including dismissal. In the event of any disagreement as to whether or not an employee has participated in a violation of the above mentioned provisions, the factual issue of his or her participation shall be resolved through the grievance procedure set forth in this Agreement.

42.2 *No Lockout.* During the term of this Agreement, there shall be no lockouts.

Article 43

Management Rights

43.1 Except as expressly modified or restricted by a specific provision or provisions of this Agreement, all managerial and administrative prerogatives and functions are retained and vested exclusively in the employer, including, but not limited to, the right to suspend, discharge or otherwise discipline employees for just cause, to hire and determine qualifications of employees; to assign and direct employees work; to promote, transfer, layoff and recall employees; to set reasonable standards of productivity and the services to be rendered; to maintain efficiency of the operations; to determine the personnel methods, means or the facilities by which the operations are conducted; to revise or amend policies and procedures, rules and regulations and practices in connection with the operations of the business, including, but not limited to rules and procedures regarding job performance and evaluations and attendance, to establish and determine and change hours of work and work schedules, job descriptions, essential functions, job content and duties, assignment of overtime, increase or decrease the work force, change or modify work and performance standards; to close a facility wholly or in part; and increase or decrease the operations; and to take whatever action that is otherwise necessary in the employer's judgment and discretion to foster consumer care and otherwise determine, administer and fulfill the mission of the Employer and direct the Employer's employees.

The Employer reserves the right to exercise any function or right reserved to it. The Employer's failure to exercise any right or function at anytime shall not be seen as a waiver of those rights.

Article 44

General Provisions

44.1 *Previous Agreements.* This Agreement supersedes and cancels all previous

agreements and all rights and obligations that are not the subject of a pending grievance on the date of execution of this Agreement.

44.2 Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 45
Savings Clause

45.1 Should any provision of this Agreement, or the application of any such provision, be rendered or declared invalid by any court action or by reason of an existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The Union and the Employer shall negotiate a mutually acceptable alternative to the affected provision.

Article 46
Effective Date and Duration

Except as otherwise provided herein, this Agreement shall become effective as of the date of ratification 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.

_____ for CMHS, Inc.

for SEIU Local 509

Attachment A

Memorandum of Understanding – Automobile Insurance

The Agency shall purchase and maintain an automobile insurance policy which includes coverage for employees that use private vehicles in the course of their work. Such policy shall provide the coverage described by the Questions and Answers below:
Question 1: If an employee transports a client, what is the extra business insurance cost? There is little cost for this on the commercial auto policy. We added an endorsement that adds liability coverage for the employee while they are performing driving on behalf of the organization. It was only a few hundred dollars. This is excess coverage to go over what they have on their personal auto policy.

Question 2: Coverage question when an employee is in an at fault accident while on agency business.

The employee auto policy is primary and would pay for the damage to the other person's auto and if the employee does not have sufficient limits then the agency policy will cover the employee because we added them as an additional named insured. The auto liability insurance on the employee's car will pay first for any injuries they cause to other passengers. Once the employee's auto limits are used up they still have \$1,000,000 of coverage from CMHS auto policy plus the CMHS Umbrella which is an additional \$2 million.

Question 3: If an employee fails to renew their insurance or lets their insurance lapse is their still coverage?

Yes the agency policy would still have to respond. The employee would not be insured for defense against any criminal charges they will face and most likely the future of the agency insurance program would be in jeopardy.

Question 4: If a client damages the interior of an employee's car is it covered?

No

Question 5: In an accident, what insurance applies to the physical damage to the employee's car?

Only the employees insurance. If they do not carry comprehensive and collision coverage there is no coverage for damage to their car unless they are not at fault in the accident and are able to collect from the other car.

Question 6: Are all the coverages described in the memo in place even if the employee has not informed their personal auto insurance company that they are using their personal vehicle for company business?

Yes.

Appendix A – 7/1/06 before any state funded salary reserve raises

Job Title	Start	1	3	5	7	10
MR SERVICES						
Residential Counselor	\$10.20	\$10.75	\$10.98	\$11.25	\$11.53	\$12.05
Awake Night Shift	\$9.88	\$10.43	\$10.64	\$10.92	\$11.21	\$11.71
Medical Assistant	\$10.88	\$12.65	\$12.90	\$13.35	\$13.68	\$14.30
Asleep Overnight	\$7.72	\$7.85	\$8.01	\$8.08	\$8.29	\$8.66
Interim	\$8.87	\$9.00	\$9.18	\$9.30	\$9.52	\$9.96
NH RES						
Residential Counselor	\$11.17	\$11.32	\$11.54	\$11.77	\$12.13	\$12.46
Awake Night Shift	\$10.45	\$10.92	\$11.14	\$11.35	\$11.72	\$12.18
SHIP						
Residential Counselor	\$11.28	\$11.88	\$12.12	\$12.42	\$12.59	\$13.16
Awake Night Shift	\$11.04	\$11.40	\$11.65	\$11.95	\$12.26	\$12.81
Life Skills	\$14.04	\$14.25	\$14.53	\$14.60	\$14.96	\$15.56

Appendix A 7/1/08 - based on 1. % (before any adjustments for salary reserve funds) forthcoming (to be calculated after salary reserve adjustments are made)