

THIS AGREEMENT is made and entered into this 30 day of September, 2009, by and between COMMUNITY HEALTHLINK, INC. (hereinafter referred to as the "Employer" or "Agency") and LOCAL 509 SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter referred to as the "Union").

## ARTICLE 1 - RECOGNITION

The Employer recognizes the following job titles as the bargaining unit:

**Section 1 - Professional Employees:** All Lipton Certified Development Specialist, Child Development Specialist I, II, and III, Clinician II and III, Lipton Clinician IV, CHL/WYGC Clinician IV (hired after November 27, 1999), Community Nurse (RN), Day Program Specialist, Expressive Therapist, High Risk Case Manager, Licensed Practical Nurse, LPN/Counselor, Mental Health Counselor, Lipton Occupational Therapist, Occupational Therapy Assistant, On-Call Coordinator, Lipton Physical Therapist, Registered Nurse, Rehabilitation Counselor III, Rehabilitation Specialist (Residential), Rehabilitation Specialist III, Senior Case Manager, Senior Latino Health Advocate, Student/Volunteer Coordinator, Lipton Speech Language Pathologist, Substance Abuse Counselor, Lipton Teacher employed by the Employer at the Employer's facilities located in Worcester, Southbridge, Leominster, Fitchburg, Gardner, Clinton and Ayer, Massachusetts, but excluding all other employees, confidential employees, Executive Director, Associate Director, Director of Administrative Services, Personnel Director, Director of Outpatient Services, Psychiatrist, Clinician V, Clinician IV hired before November 28, 1999, Director of Elmwood Counseling, MIS/PA Manager, Patient Accounts Manager, Fiscal Officer, Accounting/Facility Manager, Junior Accountant, Administrative Coordinator, Executive Administrative Assistant, Administrative Assistants, Residential Directors, Program Coordinator of the Unicorn Inn, Program Coordinator of Paine St. facility, Program Coordinator of Homeless, Outreach and Advocacy Program, Case Manager III, Director of Rehabilitation Department, Rehabilitation Department Supervisors, Program Managers, self-employed consultants, and supervisors as defined in the act.

**Section 2 - Para-Professional Employees:** All Act Worker I & II, Appointment Secretary, Billing Clerk, Building Superintendent, Case Aide I and II, Case Aide/Drive, Case Manager I and II, Lipton Central Intake Worker, Courier/Driver, Crisis Worker I and II, Info. Management Specialist, Latino Health Advocate, Maintenance Worker, Medical Records Clerk, Lipton Office Coordinator, Outreach Case Manager, Patient Accounts Clerk, Receptionist, Recreation Specialist, Rehabilitation Counselor I & II, Rehabilitation Specialist I and II, Residential Counselor I, Senior Billing Clerk, Senior Data Entry Clerk, Senior Medical Record Clerk, Senior Receptionist, Secretary, Senior Secretary, Senior Ward Secretary, Social Worker, Lipton Teacher Aide, Van Driver, but excluding those confidential employees identified in Paragraph A.

**Section 3:** Per diem case aides and relief residential counselors are eligible for all accrued time benefits currently in the CHL-SEIU Local 509 Agreement for part-time employees if they meet the following criteria: The staff member must average 20 or more hours per week per calendar quarter for the two previous calendar quarters. The staff member will receive prorated accrued time benefits during the subsequent calendar quarter. Such benefits will continue each following calendar quarter as long as the staff member continues to average 20 or more hours per week per calendar quarter for the two previous calendar quarters. At the time of hire, the Agency will provide a letter advising the relief employee that s/he is eligible for accrued time benefits if the staff member averages 20 or more hours per week per calendar quarter for the two previous calendar quarters.

**Definition of Bargaining Unit:**

Permanent Employee: Permanent employee shall be defined as an employee who has successfully completed his/her probationary period.

Part-time Employee: This Agreement shall in no way restrict the Agency in its sole discretion from employing part-time employees for normal schedules of less than sixteen (16) hours per week, except that employment of any such employees shall not cause bargaining unit employees to be laid off, reduced in hours or routinely displaced. Such part-time employees shall not be covered by this Agreement.

Temporary Employee: 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. The employment of a temporary employee (or two or more temporary employees to fill the same position on a successive basis) shall not exceed six (6) consecutive months, except that in the event that the employment of a temporary employee (or successive temporary employees) exceeds six (6) consecutive months, the status of the employee (or successive employee, as applicable) shall be changed to the appropriate permanent category and the corresponding benefits shall accrue from the employee’s initial date of hire.

Fee-for-Service Employee: Fee-for-service employees shall be in the bargaining unit if they work 20 or more hours per week. If said fee-for-service employee in a 28-day payroll period works more than 80 hours, such employee shall become a bargaining unit member, and shall become eligible for prorated benefits. The Agency shall advise the union quarterly of the utilization of fee-for-service by non-bargaining unit members.

## ARTICLE 2 - PURPOSE AND INTENT OF THE PARTIES

**Section 1:** The purpose of the Employer and the Union in entering into this labor Agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment as to promote orderly and peaceful relations with employees, to achieve uninterrupted operations at the locations of the Employer and to achieve the highest level of employee performance consistent with safety, good health and sustained effort.

**Section 2:** The Employer and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

**Section 3:** Community Healthlink Inc. (the Employer) and Service Employees International Union, Local 509 (the Union) agree that both parties work best together when employees at all levels of the organization treat each other with respect and dignity and have a working knowledge of the collective bargaining agreement.

To that end the parties agree to plan and implement training(s) designed to inform employees at all levels of the organization about the contract and employee rights. It is understood that this memorandum shall become part of the agreement.

## ARTICLE 3 - MANAGEMENT RESPONSIBILITIES

**Section 1:** The sole responsibility for managing the business and directing the work force rests with the Employer. The Union also recognizes the inherent responsibility of the Employer to maintain and improve efficiency and productivity and agrees to cooperate toward this end.

**Section 2:** The Employer has and retains all managerial rights which include, but are not limited to, the right to: make modify and enforce reasonable rules governing efficiency, safety and other working conditions; hire, promote, demote, transfer and layoff; sub contract work out; discipline, suspend, discharge; determine the size and make-up of the work force; assign work; develop, make and alter job descriptions; change working hours; maintain prior approval of leave time; transfer work and/or personnel between departments; determine services to be delivered; establish professional standards for clinical performance; establish and modify productivity standards, work methods and processes; establish standards of quality and quantity and introduce technological changes. The Employer retains these managerial rights unless otherwise explicitly abridged by this Agreement.

## ARTICLE 4 - SCOPE OF THE AGREEMENT

**Section 1:** The Employer and the Union agree this document embodies all agreements that exist between them.

**Section 2:** This Agreement cannot be modified, amended, added to or subtracted from, except by an instrument in writing signed by the Employer and the Union. No grievance determination or arbitration determination or individual or continued departure in practice and administration hereof by the parties shall effect a modification or alteration hereof.

**Section 3:** In the event there is a significant change in the type of service delivered by the Employer or the manner in which the service is delivered, the parties shall meet to discuss such issues arising from such changes. In the event there is no resolution forthcoming after a reasonable period of time, the matter shall be referred to non-binding mediation. The mediator shall be chosen through the American Arbitration Association. The parties and the mediator shall be limited to the effect such changes have on the wages, hours, and working conditions of the employees, but shall not include the decision to alter the manner in which or the type of service provided by the Employer.

**Section 4:** The waiver of any breach of any condition of this Agreement by either party shall not constitute a precedent.

## ARTICLE 5 - NO STRIKES OR LOCKOUTS

**Section 1:** The Union agrees that there shall be no strikes, walkouts, work stoppages, sit-downs, slowdowns, sympathy strikes, picketing, or any other direct or indirect interference with the activities or operations of the Agency during the term of this Agreement and any extension and renewal thereof.

**Section 2:** The Agency agrees not to conduct a lockout during the term of this Agreement and any extension and renewal thereof.

**Section 3:** The Union agrees that, in the event of any violation of Section 1, the Union shall order immediately that such violation cease and that work be fully resumed. The parties shall take up no grievance or other dispute for discussion and settlement until all such violations have ended.

**Section 4:** The Agency may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 1. Such action by the Agency shall not be the basis for a grievance and arbitration except as to the question of whether or not the employees, who are disciplined in fact participated in, encouraged or were responsible for such violation.

**Section 5:** It is understood that Union officials have a special responsibility to assist in obtaining compliance and their failure to provide reasonable assistance shall be grounds for immediate dismissal.

**Section 6:** The Employer may discontinue the insurance and other benefits of any employee participating in violations described above.

## **ARTICLE 6 - UNION MEMBERSHIP AND DUES**

**Section 1:** Each employee of the Employer who was employed on the date of the Consent Election (December 15, 1983), who chooses to become a member of the Union shall, as a condition of employment, maintain his/her membership in the Union. Employees who choose not to join the Union shall not be required to pay an Agency fee. Each employee hired after December 15, 1983, and before April 1, 1985, will have the option to join or not join the Union, but shall be required to pay Union dues or an Agency service fee equivalent to the cost of collective bargaining not to exceed the amount of Union dues, as a condition of employment. Employees hired on or after April 1, 1985, will be informed of the Union and will be required to join the Union as a condition of maintaining employment, subject to law. Notwithstanding the above, no employee shall be compelled to join the Union or pay the Agency service fee during the first sixty (60) days of employment.

**Section 2:** The Union shall notify the Employer in writing if it demands the discharge of an employee not in good standing with the Union (by reason of delinquency of payment of Union dues or having failed to make the Agency service fee payment).

**Section 3:** Upon written notice from the Union, the Employer will deduct all Union membership dues as provided for in the authorization form set forth below, upon condition that at the time of such notice the Union shall furnish the Employer with a written authorization executed by the employee in the following form:

"I hereby authorize and direct my employer to deduct from my wages and to pay over to the Union on notice from the Union such amounts including initiation fees and assessments (if any owing by me) as my membership dues in said Union as may be established by the Union and become due to it from me during the effective period of this authorization. This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by my employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days from the termination date of the collective bargaining agreement covering my employment".

**Section 4:** Upon written notice from the Union, the Employer will deduct all Agency service fees as provided for in the authorization form set forth below, upon condition that at the time of such notice the Union shall furnish the Employer with a written authorization executed by the employee in the following form:

"I hereby authorize and direct my employer to deduct from my wages and to pay over to Local 509, SEIU on notice from the Union an Agency fee in an amount equal to the costs of collective bargaining contract negotiation and administration, not to exceed the amount of Union dues, to the Union". This authorization may be revoked by me as of any anniversary date hereof by written notice signed by me of such revocation, received by the employer and the Union, by registered mail, return receipt requested, not more than sixty (60) days and not less than fifty (50) days, before any such anniversary date, or on termination date of the collective bargaining agreement covering my employment, by like notice prior to such termination date, whichever occurs the sooner".

**Section 5:** The Employer agrees that upon individual authorization from members or employees, Agency service fee or periodic Union dues and initiation fees shall be deducted by the Employer from the members' pay each pay period and forwarded to the Union within ten (10) days after each pay period.

**Section 6:** The Employer will notify the Union promptly of any revocation of such authorization received by it.

**Section 7:** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of actions taken or not taken by the Employer with regard to this article.

**Section 8:** The Employer agrees to advise each eligible new hire of their obligation to join Local 509 SEIU and also agrees to provide the new hire with a Union Authorization Card provided to the Employer by the Union representative at the orientation session for new employees.

## **ARTICLE 7 - COPE**

An employee may consent in writing to the authorization of the deduction of a Political Education Fund fee from his/her wages, and to the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw her/his Political Education Fund authorization by giving notice in writing to the Employer's Chief Financial Officer and to the Union.

The Employer shall deduct such Political Education Fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose Political Education Fund fees are transmitted. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken or not taken by the Employer with regard to this article.

## **ARTICLE 8 - NO DISCRIMINATION**

**Section 1:** The Employer shall not discriminate against any employee because of race, sex, or age as defined by law, creed, color, national origin, handicap, sexual orientation as defined by law, marital status, political affiliation, military status or genetic information.

**Section 2:** No employee covered by this Agreement shall be discriminated against because of membership in, or lack of membership in, the Union or because of activities on behalf of the Union and the Union agrees that employees covered hereby shall be admitted to membership without discrimination.

## **ARTICLE 9 - SEXUAL HARASSMENT**

**Section 1:** The Agency 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 Agency locations a joint statement of their commitment to this principle. The Employer may discipline up to and including discharge of an employee for sexual harassment.

**Section 2:** Matters arising out of Section 1 may be taken to the third step of the grievance procedure.

## **ARTICLE 10 - PERSONNEL FILES**

An employee will be permitted by prior appointment to examine his/her personnel file. An employee shall have the right to comment, in writing, on anything placed in his/her personnel file. The Agency will schedule the appointment on the employee's own time and, where possible, within 72 hours of the notice received on a non-holiday weekday. The employee shall have the right to request copies of any contents of his/her personnel file. Anonymous or unsigned materials which allege misconduct shall not be placed in the personnel file until the employee is disciplined or unless the employee resigns and will be removed from the file if no merit is found-by the arbitrator in the former instance or by the Agency in the latter.

## ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES

**Section 1:** A grievance is defined as any dispute between the Employer and the Union, or between the Employer and any of its employees, arising during the term of this Agreement, involving a violation of the provisions of this Agreement.

Stewards who file grievances will deliver copies of the grievances to the Director of Human Resources.

A grievance which affects a substantial number or class of employees may be initially presented at Step 2.

Any grievance, as defined above, shall be processed in the following manner:

**STEP 1** The employee, or the employee's local representative, at the employee's request, shall submit the grievance in writing on a form designed by the Employer for this purpose. The grievance shall be dated and signed by the employee and must be submitted within fifteen (15) working days after the occurrence of the event or the date on which the employee knew or could have known of the event. The grievance shall be presented to the supervisor. The Employer's answer shall be given in writing within five (5) working days after the receipt of the grievance.

**STEP 2** Any settlement in Step 1 shall be without prejudice to the position of each party. If the Union wishes to appeal the grievance further, the Director of Human Resources shall be notified in writing within five (5) working days after receipt of the supervisor's answer. The Director of Human Resources, or his/her representative, shall meet with the Union representative, within seven (7) working days after receipt of notice from the Union. The employee can choose to be present at the meeting. The Employer's answer shall be given in writing within five (5) working days after the meeting with the Union. Any settlement in Step 2 shall be without prejudice to the position of either party.

**STEP 3** If the Union wishes to appeal the grievance further, the Employer's Agency Director shall be notified in writing within ten (10) working days after receipt of the Department Head's answer. Within 15 working days of receipt of the step 3 grievance, the Agency Director with or without his/her Department head and other designated management personnel shall meet with the Union representative or his/her representative to review the grievance. The Employer shall provide a written answer within 10 working days following the meeting.

Neither party shall be obligated to discuss or consider a grievance, which is not submitted within the appropriate time limits, except where an extension of time has been agreed upon in writing by the appropriate Employer and Union representatives. Failure of the Employer to meet any applicable time limit, or proper extension thereof mutually agreed upon in writing, will allow the grievance to proceed to the next step in the grievance procedure.

## **Section 2 Arbitration:**

- a) If the Union wishes to appeal the grievance further, it shall notify the Employer in writing of its desire to submit the matter to arbitration. Such notice must be received within thirty (30) working days after receipt by the Union of the Employer's answer at Step 3. If the parties are unable to agree on an Arbitrator within five (5) working days after notice to the Employer, the matter shall be referred to the American Arbitration Association.
- b) No more than one (1) grievance shall be submitted to an Arbitrator for decision unless the issues to be resolved are common to all grievances to be submitted or unless this provision is waived by mutual agreement.
- c) The Arbitrator shall be without power to change, alter or amend the language of this Agreement. In no event shall any disposition or award upon any grievance be made retroactive for any period prior to the date of the employee's knowledge of the event or occurrence of the event. The parties shall share the fees and expenses of the Arbitrator equally and the decision of the Arbitrator shall be final and binding upon both parties. The voluntary labor arbitration rules of the American Arbitration Association shall govern the selection of an Arbitrator and all proceedings.
- d) Whenever possible, grievance meetings will be held during normal business hours. Where Steps 1, 2 and 3 of the grievance procedure take place during normal business hours the Agency will pay for time actually and necessarily lost by the aggrieved employee and by the employee's Union steward involved in the grievance meetings. The Agency will not pay for time lost in connection with arbitration of a grievance.

**Section 3:** For the purposes of this article, "working days" are defined as weekdays excluding holidays.

## **ARTICLE 12 – DISCIPLINE**

**Section 1:** The Employer shall have the right, at any time, to adopt reasonable rules and regulations. All employees shall be subject to such rules and regulations. In enforcing such rules and regulations, or other accepted standards of work place behavior, the Employer has the right to discharge, suspend, or otherwise discipline.

**Section 2:** No permanent employee will be disciplined or discharged except for just cause, provided that an employee may be disciplined or terminated, with or without cause, during his/her probationary period (see Article 13, Section 3) and such action shall not be the basis for a grievance and arbitration.

**Section 3:** The Agency will notify the Union within two (2) working days of the discharge of an employee. This provision shall not apply to the termination of an employee during his/her probationary period.

**Section 4:** The Agency recognizes an employee's right under applicable law to Union representatives at an investigatory interview, which the employee reasonably believes may result in disciplinary action against the employee. Where a Union representative has been requested, the Union shall cooperate with the Agency in assigning such representation either by the steward or designee in a timely manner.

## **ARTICLE 13 – SENIORITY**

**Section 1:** An employee's Agency seniority shall be defined as being equal to his/her length of continuous employment with the Agency, unbroken by any of the reasons specified in Section 2. An employee's classification seniority shall be defined as being equal to his/her length of continuous employment in a particular classification, unbroken by any of the reasons specified in the Article 12, Section 2. An employee will acquire seniority from his/her date of hire upon satisfactory completion of his/her probationary period. (See Article 13, Section 3).

**Section 2:** 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 certified letter and to report to work within fifteen (15) working days after receipt of such notice;
- 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, provided that an employee who was absent due to an on-the-job injury will have his/her seniority reinstated if he/she returns to work;
- e) is absent from work five (5) days without notifying the Employer and/or without reasonable excuse;
- f) is absent from work five (5) consecutive days due to sickness or non-industrial injury without providing reasonable proof of inability to work; or
- g) fails to commence work on the day following a personal leave of absence without reasonable excuse.

**Section 3:** A newly hired employee or an employee rehired after he/she has lost his/her seniority shall have no seniority status until he/she has completed a probationary period. The probationary period shall be as follows:

- a) For positions in Grades 1-4, three (3) consecutive calendar months.
- b) For positions in Grades 5 and above, six consecutive calendar months

**Section 4:** The Agency may discipline, discharge or lay off any employee without recourse during his/her probationary period and such action shall not be the basis for a grievance and arbitration under this Agreement. Upon completion of his/her probationary period, the employee's seniority shall date from his/her date of hire. Days lost from work because of illness or injury during the probationary period shall not be considered in computing said probationary period, but shall not break the consecutive

period. The probationary period will be extended in instances where the employee is out for an extended period of time (more than five consecutively scheduled days) by the number of days lost due to illness or injury.

## **ARTICLE 14 – REDUCTION IN FORCE**

In the event that the Agency decides that it is necessary to reduce its working force, it will notify the Union immediately of any decision to lay off bargaining unit employees and, where feasible, will discuss issues and alternatives provided that such obligation does not in any way limit the Agencies right to take such action in a timely fashion. At the same time, the Agency will post at the effected Division locations a notice announcing the layoff and the affected category(ies) of employees. Any employee within the affected category(ies) willing to accept voluntary layoff shall apply in writing to the Director of Human Resources within the period specified on the notice.”

The Agency agrees that the following guidelines will be used in the event of a reduction in force:

1. When it is determined that a reduction in force is appropriate, such reduction shall be considered by job classification.
2. The Agency shall first seek volunteers from the affected job classification.
3. Prior to effecting permanent employees, other than volunteers, temporary employees and then probationary employees shall first be affected.
4. When it is determined that permanent employees will be affected by a decrease in force, the following procedure is appropriate:
  - a) Lay off shall be a function of employee performance and ability.
  - b) Where employee performance and ability are relatively equal, the less senior employee within the job classification shall be laid off.
5. Employees affected by a decrease in force shall be able to displace a junior employee in another job classification under the following circumstances:
  - a) If the employee has previously held that position and has performed satisfactorily.
  - b) If the employee’s current position encompasses a significant portion of the displaced employee’s position.
  - c) If the employee has the skill, training and ability to perform another position.
6. Employees who exercise displacement shall be placed in the appropriate Grade for that job and the step commensurate with their length of service.
7. The Recall procedure shall be based upon seniority in the following manner.
  - a) Employees shall retain recall rights for one year in the classification they held prior to layoff.
8. The term reduction in force and the displacement rules shall not apply to any workweek schedule reduction, furlough or any other scheduling change.

## **ARTICLE 15 - AFFIRMATIVE ACTION**

The Employer has a commitment to the culturally diverse population it serves to make best efforts to ensure that employees in the Agency reflect the demographics of the population served. Accordingly the parties mutually agree:

1. To incorporate by reference the Employer's Affirmative Action Plan and to actively seek out qualified minority group members to fill new and vacant positions at all levels within the bargaining unit, and;
2. The goals set forth above are minimum goals and nothing herein shall be construed to mean that minorities may not be hired in excess of the above goals, and;
3. To maintain a good faith effort in meeting affirmative action goals, and;
4. To recognize a Union Affirmative Action Committee, and to consult with this committee in the outreach and recruitment of minority employees.
5. Notwithstanding the provisions of Section 1 of Article 13 and in accordance with the Employer's Affirmative Action Plan, the Employer may retain qualified, less senior minority employees.
6. This Article shall be administered and applied in accordance with the law.

#### **ARTICLE 16 - PERSONAL WORK**

No employee shall be required to do any personal work in any matter whatever for any employee or member of the corporation unrelated to the Employer's operations or perform personal work for himself or herself during paid work time.

#### **ARTICLE 17 - JOB DESCRIPTIONS**

**Section 1:** Management has the right to develop, make and alter job descriptions. If the Employer establishes a new job classification, combines 2 or more jobs, or significantly alters or expands the duties of an existing job while occupied within the collective bargaining unit, it shall notify the Union in writing and shall discuss the same with the Union if requested to do so by the Union.

**Section 2:** Job descriptions will accurately reflect what the duties of the job are and will contain the language, "perform other related job duties" in lieu of "...other duties as assigned". All employees will receive an accurate job description at the time of hire, or within 30 days of ratification of this Agreement (for current employees).

#### **ARTICLE 18 - JOB OPENINGS**

The Employer will post permanent vacancies in a bargaining unit position on Union bulletin boards for a period of seven (7) calendar days.

## **ARTICLE 19 - INSURANCE COVERAGE**

**Section 1:** The Agency will offer to employees group insurance as determined by the agency insurance (subject to sufficient enrollment and policies as determined by the insurers), as follows: (1) long-term disability insurance; (2) life insurance at one (1) times salary; and (3) malpractice insurance. Any dispute as to the insurance programs not covered by contract language shall be resolved in accordance with the insurance plan documents and not the grievance and arbitration procedure in Article 11.

**Section 2:** The Agency will pay 100% of the cost of long-term disability insurance, life insurance and malpractice insurance for all employees.

**Section 3:** The Agency shall provide health insurance subject to the following conditions that are effective on December 1, 1999. Employees who regularly work 20 hours per week or more shall be eligible for health insurance. The Employer shall pay 75% of the lowest cost provider for health insurance at Community Healthlink to those employees who regularly work 37.5 hours per week or more, and at a prorated rate to those employees who regularly work 20 up to 37.5 hours per week. Employees who regularly work 20 hours per week shall be eligible for dental insurance. The Employer retains the right to add or delete any plans during the life of this Agreement.

### **Section 4 - Voluntary Benefits:**

- Certain voluntary benefits for employees are offered through the Agency:
- Dependent Care Reimbursement Program
- Health Care Reimbursement Program
- Dental Care Plan
- Short-term Disability Insurance
- Supplemental Life Insurance

## **ARTICLE 20 – RETIREMENT PLAN**

**Section 1:** The Agency will offer a 2% 401(a) Employer contribution plan for all employees, subject to the following requirement: to be eligible, the employee has to work 1,000 hours per year and have completed one year of service.

**Section 2:** Any dispute as to the 401 (k) plan not covered by the contract language shall be resolved in accordance with the 401 (k) plan documents and not the grievance and arbitration procedure in Article 11.

## **ARTICLE 21 – QUALITY OF WORK LIFE COMMITTEE**

A union management committee composed of (5) representatives each of the agency and employees will meet on the first Friday of each month and rotate between Worcester and Leominster to consider and discuss any matter of common concern, including health and safety and fiscal matters. It is agreed that the Quality of Work Life Committee will meet during regular hours and employees will not be penalized for loss of productivity. The Chief Executive Officer of his/ her designee will be a member of the Committee.

## **ARTICLE 22 - HEALTH AND SAFETY**

Community Healthlink recognizes and acknowledges that a healthy and safe work environment is extremely important for the well being of the employees and consumers. Therefore, it is important that any health and safety issues be reported in a timely manner to the appropriate management officials and, in turn, those staff provide a timely action response in accordance with Community Healthlink policy.

## **ARTICLE 23 – WAGES**

**Section 1:** Effective October 1, 2009 through September 30, 2010:

Employees shall receive a one-step increase on the anniversary of their assignment to their salary grade. Such increase shall occur only if the employee has been continuously employed in that position for a twelve-month period and has not reached the maximum step within their pay grade.

**Section 2:** The appropriate wage range for new, changed or combined classifications shall be determined by the Employer. The Union may grieve the appropriateness of such a determination. The Employer agrees to utilize the guidelines below in placement of new employees at an appropriate step within their grade (see Appendix C).

**Section 3:** The Employer agrees that the Union will be notified within seven days whenever the Agency finds it necessary to place a newly hired bargaining unit employee at a higher step than the guidelines indicate due to market conditions. Said notification will be in writing and will include the reason for the change and step assignment.

**Section 4:** Any employee required to carry a beeper as part of their duties will receive a one (1) step increase retroactive to July 1, 1991 or when the requirement commences, whichever is later.

Employees who perform work duties while on beeper will be paid for all hours worked.

**Section 5:** Residential services, in-patient substance abuse services and Emergency Services employees (which includes residential counselors, rehab specialists, case aides, substance abuse counselors, Emergency Services clinicians and ACT Workers) required to work weekends (from 11:00 p.m. Friday up to 7:00 a.m. on Monday) will receive a weekend differential of twenty-five cents (\$0.25) per hour for all such hours worked. Nurses will receive differentials as follows:

<u>Detox Nurses</u>		<u>All Other Nurses</u>	
3 p.m. – 11 p.m.	= \$1.00	3 p.m. – 11 p.m.	= \$1.00
11 p.m. – 7 a.m.	= \$2.00	11 p.m. – 7 a.m.	= \$1.00
7 a.m. – 3 p.m. (Weekend)	= \$1.00	7 a.m. – 3 p.m. (Weekend)	= \$1.00
3 p.m. – 11 p.m. (weekend)	= \$2.00	3 p.m. – 11 p.m. (weekend)	= \$2.00
11 p.m. – 7 a.m. (weekend)	= \$3.00	11 p.m. – 7 a.m. (weekend)	= \$2.00

**Section 6:** That a budget committee be formed of members of 509 and of administration, to share information on the budgetary process and to bring to bear on the Governor and the State legislature the full weight of people concerned with the mental health client in Massachusetts.

**Section 7:** If an employee is promoted, that employee shall receive no less than what he or she was previously earning.

**Section 8:** If an employee is promoted and receives an increase that is less than the employee's next step increase in the previous grade, the employee's promotional anniversary date remains the same. If the employee is promoted and receives an increase that is equal to or greater than the employee's next step increase in the previous grade, the employee's promotional anniversary date will be changed to the date of this promotion.

**Section 9:** In the Detox and MYR units, during shifts when a nursing manager is not scheduled to be present for more than half the shift, the most senior staff RN will be designated as the charge nurse for the shift, subject to the approval of the Director of Nursing. Charge nurses will be paid a \$1.00 per hour differential, for all hours worked during the shift.

## **ARTICLE 24 - TRAVEL REIMBURSEMENT**

**Section 1:** When an employee is required by his/her supervisor to use their private vehicle for the Employer's business, the Employer will pay a \$0.405 mileage rate effective for travel on or after July 1, 2008, provided that this agreement is ratified no later than July 11, 2008.

**Section 2:** Employer reserves the right, with a 30 day notice to the Union, to decrease the mileage rate in the event that average gas prices for 87 octane in the state of Mass. are at or below \$3.00 per gallon as published by the DER. The reimbursement rate will go no lower than \$0.375.

**Section 3:** Travel to and from the employee's home to the work site is not reimbursable.

## **ARTICLE 25 - HOURS OF WORK/OVERTIME**

**Section 1:** Work in excess of forty (40) hours in a week shall be compensated at the rate of time and one half the employee's regular rate.

**Section 2:** Requests for flexible schedules will be implemented where practicable and reasonable.

**Section 3:** Except in the case of emergencies, the Employer shall give reasonable advance notice of overtime assignment.

**Section 4:** In the event of a change in scheduled work shifts, except for emergencies, the Employer shall provide reasonable, advanced notice to any employee affected by the change. The Employer shall to the extent possible, solicit from remaining qualified employees, volunteers to accept such changed schedules before assigning employees to such changed schedules.

**Section 5:** Any employee who is required by his/her supervisor to remain on duty for his/her meal break shall be paid for his/her meal break.

**Section 6:** If a staff member wishes to request additional work time to complete an assignment, then he or she should make the request to their supervisor. Additional hours that are not authorized will not be paid. In situations where the life or safety of a client or a staff member is imminently at risk and there is no time or opportunity to call a

supervisor, the employee may work additional time, with that time reviewed retrospectively by the supervisor. Such requests will not be unreasonably denied.

**Section 7:** The Agency may require an employee to work a reasonable amount of overtime beyond his/her normal weekly work schedule in the event of a clinical emergency or to meet immediate unit staffing needs. The employee's Program Manager must approve overtime in advance. Premium pay for overtime will be paid at the rate of time and one half (1½) the employee's regular straight-time hourly rate for all hours actually worked in excess of forty (40) hours in the employee's workweek.

**Section 8:** Working hours for all non-exempt employees will be scheduled according to the Agency's service and coverage requirements. Staff scheduling is the responsibility of the Program Manager and may require evening hours, periodic changes, or time beyond the regularly scheduled hours. Whenever possible, the Program Manager will give advance notice of scheduling changes and take into account the employees wishes.

**Section 9:** If during an employee's scheduled shift, he/she is asked to work a full second shift, he/she will be paid overtime for the second shift, even if not otherwise eligible for overtime pay. Under these circumstances, if the supervisor before the end of the second shift releases the employee, the employee will still be paid overtime for the actual hours worked.

**Section 10:** In the event that the Agency provides overnight camp excursions with clients which would take employees outside of their normal work hours, the following will apply:

1. The Agency will request volunteers from the program staff.
2. If no program staff voluntarily steps forward, the Agency may seek qualified volunteers from other programs or qualified relief staff.
3. If there are neither staff volunteers nor relief available, program staff may be required to staff such excursions.
4. Staffing will be scheduled on a rotating basis with the least senior staff scheduled first.
5. In each twenty-four hour period, staff will be compensated for actual sleep time at the minimum wage rate.
6. Employees who work such overnight excursions shall not be required to work on the day following the return from such excursions.
7. Section 9 shall not apply to this Section 10.

**Section 11 - Fee-for-Service Work:** The Agency will provide preference for off-duty fee for service work by qualified CHL employees.

## **ARTICLE 26 - SUPERVISORS WORKING**

**Section 1:** It is understood and agreed that work normally performed by employees covered by this Agreement may, in emergencies or where bargaining unit employees are unavailable, be performed by supervisors.

**Section 2:** Notwithstanding the above, the current practice of supervisors performing duties of bargaining unit employees will remain unchanged.

**Section 3:** Supervisors have the ultimate responsibility for scheduling coverage.

## ARTICLE 27 – HOLIDAYS

**Section 1:** All full-time employees shall be eligible for holiday pay for the following holidays:

New Year's Day	Memorial Day	Veterans Day (Floating)
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	

All part-time employees who work twenty (20) or more hours per week shall also be eligible to receive holiday pay on a pro-rated basis. Notwithstanding the provisions of Section 1, an employee working less than 20 hours per week and receiving a holiday benefit as of June 30, 1999, shall continue to receive such benefit at a pro rata rate.

**Section 2:** If a holiday falls on a day for which the employee is not scheduled to work, the employee will receive compensatory time off. Holidays occurring during an employee vacation will be utilized as holidays without the loss of accrued vacation time.

**Section 3:** In order to be eligible for holiday pay, the employee must work their scheduled work shift immediately prior and following the holiday, unless the employee is absent with good cause.

**Section 4:** Should an employee desire additional holidays due to religious convictions, such holiday time may be approved at the discretion of the Agency Director. The Floating Holiday shall be taken at the employee's discretion with sufficient notice and prior Employer approval.

**Section 5:** If an employee, is required by the Employer to work any of the above holidays, the employee will be required to use the holiday time accumulated on an hour for hour basis, within sixty (60) working days.

**Section 6:** Holiday pay shall be defined as 7.5 hours at straight time for all full-time employees.

**Section 7:** For pay and scheduling purposes holidays begin at 11:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the day of the holiday. Employees in 24-hour programs will also be given the option of defining New Year's Day and/or Christmas as follows: From 3:00 p.m. on the eve of the holiday and ending at 10:59 p.m. on the day of the holiday. Employees will be compensated for one holiday regardless of the number of shifts worked.

**Section 8:** Employees will be compensated at the rate of 1.5 times their regular pay for Christmas, Thanksgiving, and New Year's, the hours as defined in Section 7.

## **ARTICLE 28 - VACATIONS**

**Section 1:** Full time employees shall be eligible for vacations with pay in accordance with the following schedule:

In the first year of employment	3 weeks
After three full years of employment	4 weeks

All part-time employees who work twenty (20) or more hours per week shall be eligible for vacation with pay on a pro-rated basis. Notwithstanding the provisions of Section 1, an employee working less than 20 hours per week and receiving a vacation benefit as of June 30, 1999, shall continue to receive such benefit at a pro rata rate.

The employee shall make requests for the usage of accrued vacation time to his/her department head, two weeks in advance. Vacation requests shall be in blocks no less than 7.5 hours.

**Section 2:** Scheduling of vacation time shall be accordance with Agency need, but those employees with greater seniority will be given preference. An employee who wishes to reserve vacation time in advance shall inform his/her supervisor by May 15th for a vacation occurring after July 1st and by November 15th for a vacation occurring after January 1st. In the event of conflicting vacation requests, seniority will be the deciding factor.

In the interpretation of Section 1, vacation shall accrue at a rate of 4.33 hours per bi-weekly pay period for those eligible for 3 weeks of vacation per year, not to exceed 112.5 hours per year. Vacation shall accrue at a rate of 5.77 hours per bi-weekly pay period for those eligible for 4 weeks of vacation per year, not to exceed 150 hours per year.

Employees may carry over a maximum of one year's vacation accrual from one fiscal year to another. The amount of vacation time that an employee may carry over from one fiscal year to another shall be limited to either 3 or 4 weeks depending on longevity.

## ARTICLE 29 - JURY DUTY

**Section 1:** When an employee is required to serve on a state or federal jury, the employee will be compensated in accordance with prevailing state or federal statute.

**Section 2:** If an employee is called for jury duty, the Agency shall pay after three days for state jury service and for the first and following days of federal jury service the difference between his/her normal pay and the amount he/she received from the court for all times he/she is absent for this reason during his/her normally scheduled workday. Employees shall provide official documentation to substantiate any jury service and payments received.

## ARTICLE 30 - SICK LEAVE

All full-time employees shall be eligible for sick leave.

**Section 1:** Full-time employees shall accumulate sick leave at the rate of 1.08 days per month (13 days per year). Sick leave shall accrue from year to year.

**Section 2:** Employees who are unable to attend due to illness or injury shall contact their supervisor as near to the beginning of their work shift as is practicable in order to be eligible to receive sick leave.

**Section 3:** For employees who demonstrate a pattern of frequent or extended absences, or who abuse sick leave a doctor's certificate may be required under this Article.

**Section 4:** All employees who work twenty (20) or more hours per week shall be eligible for sick leave on a pro-rated basis. Notwithstanding the provisions of Section 4, an employee working less than 20 hours per week and receiving a sick leave benefit as of June 30, 1999, shall continue to receive such benefit at a pro rata rate.

## ARTICLE 31 - PERSONAL LEAVE

Full-time employees shall be eligible for personal leave.

**Section 1:** Effective July 1, 2002, all full-time employees shall accrue personal time at a rate of 3 days per year, defined as July 1 to June 30. Personal leave shall not accrue from year to year, but must be used within the year. Personal leave accrued by June 30<sup>th</sup> of any year must be used by September 30<sup>th</sup> of the same year.

**Section 2:** All employees who work twenty (20) or more hours per week shall be eligible for personal leave on a pro-rata basis. Notwithstanding the provisions of Section 3, an

employee working less than 20 hours per week and receiving a personal leave benefit as of June 30, 1999, shall continue to receive such benefit at a pro rata rate.

**Section 3:** Unused personal leave will not be paid as a benefit at termination.

**Section 4:** Employees shall attempt to use their personal leave in the first three quarters of the year. The Employer may schedule personal leave remaining at the beginning of the fourth quarter.

**Section 5:** The Employer will provide an annual notice to staff as a reminder that personal time will be expiring and notify them of how to determine the amount to be used. In addition, the personal time accrual system will continue to be covered in the Employee orientation.

## **ARTICLE 32 - BEREAVEMENT LEAVE**

**Section 1:** In the event of a death of a full-time employee's spouse, child or domestic partner as defined under this contract, the employee shall have a maximum of five days of bereavement leave with pay. In the event of a death of a full-time employee's parent, sister, brother, mother-in-law, father-in-law, grandparent, or a person living in the employee's household, the employee shall have a maximum of three days of bereavement leave with pay. In the event of a death of a full-time employee's, sister-in-law, brother-in-law or a grandparent-in-law, the employee shall have one day of bereavement leave with pay. Requests for such leave shall be made to the employee's department head.

**Section 2:** Employees who work twenty (20) hours or more per week shall be eligible for bereavement leave on a pro-rated basis. Notwithstanding the provisions of Section 2, an employee working less than 20 hours per week and receiving a bereavement leave benefit as of June 30, 1999, shall continue to receive such benefit at a pro rata rate.

## ARTICLE 33 - LEAVE OF ABSENCE

This Article shall be interpreted and applied in accordance with the Family and Medical Leave Act. Where the language of this Article provides better or greater leave or benefit, the Article shall supersede the Act. In the interpretation and application of this Article, "Domestic Partner" shall be considered as "spouse". Any employee wishing to designate a "Domestic Partner" shall do so 30 days after the signing of this Contract and each July 1 for the term of the Agreement. The use of any employee's benefit time (sick, vacation or personal time) during the period of leave under the Family and Medical Leave Act shall be solely at the discretion of the employee who is taking the leave.

**Section 1 - Personal Leaves of Absence:** All requests for leave of absence must be made in writing to the employee's immediate supervisor. Such approval shall be at the discretion of the Employer. In the event a personal leave of absence is granted it shall be without pay, without the accumulation of fringe benefits and shall be for a maximum of 45 consecutive calendar days with the right to be reinstated in the same job, or one of equal pay and status. Employees may by their choice retain their health and life insurance at their own expense, paid to the Employer.

**Section 2 - Maternity Leave:** Maternity leave is twelve weeks or such longer period of time as the employee is actually physically disabled as the result of pregnancy. The Employer may require certification from the employee's physician as to such continued disability. An employee returning to work at the end of maternity leave will return without forfeiture of benefits and seniority, and with the right to be reinstated in the same job, or one of equal pay and status, if she has given two weeks' written notice of her intention to take maternity leave and of her intention to return to work at the end of maternity leave. Pay during maternity leave will be made in accordance with and on the same basis as regular sick pay.

**Section 3 - Medical Leave:** Any employee required to be out of work due to medical problems and who requires a leave of absence must request such leave in writing from their immediate supervisor. Included in the request shall be such medical documentation necessary to justify the medical leave of absence. Approval shall be at the discretion of the Employer, and shall be without pay and the accumulation of fringe benefits.

Employees may choose to retain their health and life insurance at their own expense paid to the Employer.

The Employer may request additional medical documentation from time to time to support the employees' need for a continuation of the medical leave of absence. The employee shall have the right to be reinstated in the same job or one of equal pay and status.

**Section 4:** Seniority accrual shall continue during periods of leave.

**Section 5:** In the interpretation of this Article the term "employee" shall be defined as a full-time "employee", provided however, this definition shall not apply to Sections 2 and 3.

**Section 6:** No maternity leave of absence or medical leave of absence will be unreasonably denied.

## **ARTICLE 34 - TIME OFF FOR UNION BUSINESS**

**Section 1:** The Union members shall designate Union stewards in accordance with the Union's by-laws.

**Section 2:** The Union stewards, with permission of their supervisors, shall be afforded time off without pay to investigate or process grievances when such activity cannot be conducted outside of their regular working hours. One Union steward will be granted three (3) hours per month, not to be accumulated to investigate grievances paid at his/her normal rate for a period of six (6) months. This arrangement may be renewed for six (6) month periods if in the opinion of the Employer, it is free from abuse.

**Section 3:** Upon written application, the Employer shall grant a leave of absence, without pay, for a maximum of 30 staff days per year for attendance at a Union convention, conference or seminar, subject to the staffing and operational requirements of the employee's department.

**Section 4:** Any steward may orient during the scheduled shift any new employee when they can mutually schedule off time.

**Section 5:** Any bargaining unit member elected to a full-time union leadership position shall receive an unpaid leave equal to the length of the elected term. The bargaining unit member may return to an equivalent position at the same grade and step that s/he was in when the leave began. Seniority will not accrue during the leave, but will be maintained during the leave and begin accruing again when the employee returns. Employees may choose to retain their health and life insurance at their own expense paid to the Employer.

## **ARTICLE 35 - INCLEMENT WEATHER**

**Section 1:** If the Executive Director or designee authorizes an employee to be absent or released from work for inclement weather, the employee shall receive his/her base pay for authorized hours not worked.

**Section 2:** If the Agency is open and employees choose not to come to their assigned work sites, they will receive no compensation or may choose to use accrued vacation leave to receive compensation, but may not use sick leave.

## **ARTICLE 36 - BULLETIN BOARDS**

The Agency will make available to the Union for its use bulletin boards at each unit location provided that the use of such boards shall be restricted to the posting of Union newsletters, official Union notices and notices of social events of the Union.

## **ARTICLE 37 – RETIREMENT**

**Section 1:** Retirement shall not be mandatory at any age.

**Section 2:** Notwithstanding Section 1, the Employer reserves the right to require employees to provide medical documentation asserting that they are physically and mentally fit to perform their normal duties.

## **ARTICLE 38 – VISITATION**

A duly authorized representative of the Union will have reasonable access to the Agency's premises during normal business hours for purposes of conferring with authorized representatives of the Agency and/or with Union stewards and/or employees in connection with administration of this Agreement. Such visits with Union stewards and/or employees shall not interfere with the operations of the Agency. Whenever possible, such Union representative shall make an appointment in advance for such visits, but in any event upon arrival shall advise the Chief Executive Officer or Program Manager, as appropriate, or his/her designated representative of his/her presence, except that if a visit is necessary outside of normal business hours, an appointment shall be made in advance of such visit. Such access shall at all times be subject to the general rules of the Agency governing visitors.

## **ARTICLE 39 – LIQUIDATION**

Should the Employer liquidate its business, the Employer shall notify the Union at least sixty (60) days in advance of said liquidation.

## ARTICLE 40 - SAVING CLAUSE

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

## ARTICLE 41 – PRODUCTIVITY

**Section 1:** The standard of “billable service hours” for full-time professional employees shall be as follows:

Staff	Billable Productivity Hours Per Week for Employees	
	# of Hours	Effective Date
Mental Health and Substance Abuse adult clinical staff (including all Lipton clinic sites, Worcester outpatient clinic and Geriatric team)	25.0	12/16/08
	25.5	01/01/09
	26.0	07/01/09
Adult Clinical/Case Management Staff (CRS)	23.0	12/16/08
	23.5	01/01/09
	24.0	07/01/09
Early Intervention staff	22.5	12/16/08
	23.0	01/01/09
	23.5	07/01/09
Designated Latino Team staff	22.5	12/16/08
	23.0	01/01/09
	23.5	07/01/09
DDU/MR clinical team staff	23.0	12/16/08
	23.5	01/01/09
	24.0	07/01/09
HOAP clinical staff	16.5	12/16/08
	17.0	01/01/09
	17.5	07/01/09
Home-Based staff	16.5	12/16/08
	17.0	01/01/09
	17.5	07/01/09
Designated Children's Specialist (Lipton clinic sites including School Based and Early Childhood Clinicians, and Youth & Family Services)	24.0	12/16/08
	24.5	01/01/09
	25.0	07/01/09

Designated Children’s Specialist shall meet all the following criteria:

1. Minimum of two (2) years of full-time time Masters (60 credits) training and/or supervised experience with children and/or adolescents of which at least 50% involves children 12 or below.
2. Current assigned duties are at least 60% (of minimum billable productivity) with children and/or adolescents and their families and at least 40% (of minimum billable productivity) with children 12 or below.
3. Staff who work in more than one unit with different productivity standards will have a combined productivity goal, which will be based on the % of time spent in each unit.

Standards for part-time employees will be prorated according to employee's normal schedule.

**Section 2:** For the proposed of this Article, "billable service hours" shall include:

- a) All hours of service for which a bill is generated by the Agency.
- b) Clinical supervision of student activities for which a bill is generated as approved by the administrative supervisor.
- c) One and one half (1½) hour for each one and one half (1½) hour group provided that five (5) or more clients attend the session. For any group over five (5) clients there shall be an additional .33 hours per client per group.
- d) For early intervention, one and one-half (1½) hour for each one and one-half (1½) hour group provided that four (4) clients attend the session. For any group over four (4) there shall be an additional .33 hours per client group.

**Section 3:** Time spent in court on behalf of a client shall be treated as "special" time (neither contributing to nor detracting from "billable service hours").

**Section 4:** Voluntary time up to two (2) hours per week spent participating in Agency Committees or Task Forces, Clinical Council, Program Development, Substance Abuse, Women's Development Network, etc., if approved in advance by the employee's supervisor shall be treated as "special" time (neither contributing to nor detracting from "billable service hours.")

**Section 5 - Work in Other Units:** When an employee in a unit with productivity standards has met or exceeded productivity and/or contract requirements in his/her unit for a period of four (4) continuous months, he/she may pick-up cases from another unit's waiting list. All such cases added to a clinician's caseload are subject to the approval of both the clinician's Program Manager and the Program Manager of the other unit. An employee picking up additional cases continues to be accountable for all required responsibilities in his/her assigned unit including emergencies and case management. The Union-Management Committee will review this provision in six months after implementation.

**Section 6 - Productivity Differential (Professional):**

- a) Bonus will be renamed "Productivity Differential" to be paid monthly with regular salary and be based on a rolling three-month average.
- b) All employees for whom a standard of billable service hours has been established in this article of this Agreement shall earn a productivity differential of \$30.00 for each hour of billable service over the weekly standard. Effective July 1, 2009, the productivity differential shall increase to \$32.50. In the event of the implementation of Medicaid "capitation," the bonus system shall be renegotiated immediately.

Productivity differential pay shall be computed on an every three-month basis according to the following formulas:

- (i) Weeks Worked = Hours actually worked in fiscal month
- (ii) Productivity differential (billable hours every 3 months) divided by 3 = Total billable hours per 3-month period (weekly billable hours standard x weeks actually worked in 3 months divided by 3
- (iii)(a) Productivity = Bonus billable hours per fiscal month + designated bonus eligibility hours under 11.2(f), if any x \$30.00.
- (iii)(b) = Effective July 1, 2009, the productivity differential shall increase to \$32.50.

- c) No employee shall be eligible for bonus compensation (i) until all required paperwork for the period is completed or (ii) for any service reported by the employee more than fourteen (14) days after the date of service.
- d) In order to qualify for billable service credit and/or bonus compensation, a unit of service shall be delivered and reported in accordance with rules for payment established by third party payers and/or in accordance with Agency Policy.

The Agency shall make explicit and communicate to all staff in writing all rules for payment as established by third parties, which the Agency expects the staff to adhere to.

An advisory committee consisting of an equal number of Agency and employee representatives will be established to review the requisite policies prior to implementation. Time spent by employees on the committee shall be treated as "special" time (neither contributing to nor detracting from "billable service hours").

Under no circumstances shall a staff member be penalized if the staff member has reasonably followed the rules and procedures as communicated in writing by the Agency.

Under no circumstances shall be a staff member be penalized for providing services which are approved by his/her administrative supervisor, regardless of whether third party or Agency rules are adhered to and regardless of whether the Agency is paid for these services.

- e) Where a full-time employee has provided twenty-five (25) billable service hours per week (or where a team has achieved the equivalent average per FTE), the following activities shall be added to those designated as "billable" for purpose of calculating bonus pay:

**Designated Bonus Eligible Activities:**

One (1) hour for every one (1) hour of assigned staff supervision.

One (1) hour for each hour of utilization review assigned and approved in advance by the administration supervisor.

One (1) hour for each hour of public relations / marketing / non-billable consultation activity assigned and approved in advance by the administration supervisor.

**ARTICLE 42 – NOTICE**

Any notice provided for in this Agreement shall be given to the Union at its headquarters, 400 Talcott Avenue, Watertown, MA 02472 and to the Employer at 72 Jaques Avenue, Worcester, MA 01610-2480.

**ARTICLE 43 - STAFF DEVELOPMENT**

**Section 1:** The Agency will reimburse up to \$150 towards the cost of an accredited Spanish language class to each full-time employee who successfully completes one. Determination of the reimbursement amount will be made by the Vice President for the employee's division. Requests for additional funding will be considered for subsequent Spanish language classes, which the employee successfully completes.

**Section 2:** With prior supervisory approval, employees shall be eligible for paid time ("special time" for billable clinicians) to attend training events and conferences that are conducted or sponsored by the Employer.

**Section 3:** Employees may, with prior supervisory approval, use accrued vacation or personal leave to attend external conferences or training events, but shall not be eligible

to attend on paid work time without prior authorization by the Vice President for their Division.

**Section 4:** The Agency is committed to providing sufficient training opportunities internally to assure staff can maintain their professional credentials without additional expense. The Agency will therefore not provide reimbursement for external conferences or training events except in rare circumstances where the training is deemed in the best interests of Community Healthlink and the expenditure is approved by the Vice President of the Employee's Division.

#### **ARTICLE 44 - SUCCESSORSHIP NOTIFICATION**

In the event of any potential merger, sale, affiliation, or similar agreement which affects the governance of the Agency, the Employer shall give 30 days advance notice of intended action to the Union and notice of the name and address of the intended partner. The Employer shall provide copies of all documents filed with the state regulatory agencies pertaining to the intended action. The employer acknowledges the importance of these agreements to the staff, and recognizes the important role staff plays in the success of the merged or affiliated organization. Therefore, the Employer agrees to meet with the Union within 1 week after notice of any intended action to discuss the potential impact to bargaining unit members and to solicit ideas and input about operational implementation of the merger, affiliation, or other similar action.

#### **ARTICLE 45 - MILITARY SERVICE**

**Section 1:** An employee who participates in annual military training duty as a member of the Armed Forces Reserves or National Guard shall be granted a military pay differential for a period of up to two (2) weeks annually. Such military pay differential will be the amount by which the employee's normal pay for the period, calculated on the basis of his/her normal workweek, exceeds any pay received for such military training duty. All pay and allowances, with the exception of subsistence and travel allowance, shall be included in determining military duty pay.

**Section 2:** To be eligible for payment under this Article, the employee must notify his/her supervisor promptly after receipt of his/her orders to annual military training duty and must furnish a written statement from his commanding officer showing the dates of such duty and the amount of pay received.

**Section 3:** CHL agrees to provide employees who have military service commitments the rights to which they are entitled by applicable law.

**ARTICLE 46 - DURATION OF AGREEMENT**

Except as otherwise provided herein, this Agreement shall become effective as of October 1, 2009 and continue in full force and effect through September 30, 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement.

COMMUNITY HEALTHLINK, INC.

LOCAL 509, SERVICE EMPLOYEES  
INTERNATIONAL UNION

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix A - Salary Scales**

## Appendix B - Position Placement

<u>Grade</u>	<u>Position</u>	<u>Prof/Para-Prof</u>
Grade 1	Maintenance Worker	Para-Professional
	Shuttle Driver	Para-Professional
Grade 2	Receptionist	Para-Professional
Grade 3	Van/Driver	Para-Professional
Grade 4	Appointment Secretary	Para-Professional
	Senior Billing Clerk	Para-Professional
	Senior Data Entry Clerk	Para-Professional
	Senior Med. Records Clerk	Para-Professional
	Senior Secretary	Para-Professional
Grade 5	Act Worker I and Crisis Worker I	Para-Professional
	Building Superintendent	Para-Professional
	Case Aide I	Para-Professional
	Case Manager I	Para-Professional
	Child Development Specialist I	Para-Professional
	Info Management Specialist	Para-Professional
	Office Coordinator	Para-Professional
	Principal Billing Clerk	Para-Professional
	Rehabilitation Counselor I	Para-Professional
	Rehabilitation Specialist I	Para-Professional
	Residential Counselor I	Para-Professional
	Senior Health Information Specialist	Para-Professional
	Senior Receptionist	Para-Professional
	Clubhouse Unit Coordinator	Para-Professional

Grade 6	Act Worker II and Crisis Worker II High Risk Case Manager Licensed Practical Nurse LPN/Counselor Rehabilitation Specialist II Rehabilitation Counselor II Clinician II Residential Counselor II  Case Manager II Clubhouse Unit Coordinator II EI Specialist II	Professional Professional Professional Professional Professional  Professional Professional
Grade 6A	Community Nurse (LPN)	Professional
Grade 7	Clinician III EI Specialist III	Professional Professional
Grade 8	Clinician IV Lipton Academy Teacher Registered Nurse Licensed Psychologist	Professional Professional Professional Professional
Grade 9	Community Nurse (RN)	Professional
Grade 9A	Detox LPN	Professional
Grade 9B	Detox RN	Professional

## **Appendix C -INITIAL PLACEMENT GUIDELINES**

**Section 1:** Employees will advance one step for each of the following skills, degrees, certificates and years of experience they possess at the time of hire or promotion into a new grade, past the minimum required education and experience as listed on the position description:

- Associates degree or equivalent professional certification.
- Bachelors degree
- Masters degree
- LICSW, LMHC, CADAC, CRC where billable, EI Certification or Certified Family Counselor
- CAGS
- Every (4) years of job related experience not obtained at CHL.
- Every (2) years of job related experience obtained at CHL.
- Every (2) years of post-Masters/job related experience not at CHL for Grade 7 and 8 Clinicians.

**Section 2:** A new employee will advance by two steps if his or her bilingual skills are utilized by the Agency. Existing bilingual employees in the same job classification will be similarly adjusted if in lower step than new employee and if the employee did not receive the same two-step adjustment on hire.

**Section 3:** Court Clinicians will receive step increases as outlined in the Juvenile Court Clinician Agreement dated 4-11-09.

**Section 4:** At the Employer's discretion, minimum educational requirements included in the position description may be replaced by experience at the rate of two years job related experience for one year of education.

## **Appendix D – Advocacy Day**

**Section 1:** The Agency agrees to provide one paid day leave per year during the duration of the contract for employees to participate in Advocacy Day. The Union will provide the Agency with a 30 day written notice of such day. Staff members willing to participate must request the day off at least 14 days in advance in order for the agency to arrange appropriate staffing coverage at all program sites. The Agency shall provide one bus, provided that at least 25 bargaining unit members make a timely request for the day off and request bus transportation.

**Section 2:** Community Healthlink will distribute Union literature to unit members through the internal mail system. The Center's Chief Executive Officer must approve all such literature in advance. The CEO's decision is final and binding on both parties, and

further, shall not be subject to the grievance and arbitration provisions of this agreement.

### **Appendix E – Recruitment Incentives**

**Section 1:** For a job classification in a program for a position designated by the Agency as unable to be filled, the Agency will provide a \$100 employee finder fee bonus for a new employee recruited by an existing employee and hired by the Agency.

**Section 2:** For a job classification in a program for a position designated by the Agency as unable to be filled, the Agency may provide a recruitment bonus of up to \$1,000 to recruit a new employee; payment of the bonus to be over the first year of employment as scheduled by the Agency.

**Section 3:** In a job classification in a program for a position designated by the Agency as unable to be filled, the Agency may have the program position's minimum step adjusted on a temporary basis. All existing employees in lower steps in such positions are to be adjusted permanently up to the new temporary minimum step for the position.

### **SIDE LETTER A – Licensed Mental Health Counselor**

The Agency will grant LICSW equivalency status to LMHC if all third party payers, federal and commercial, provide reimbursement and panel membership equivalency to LMHC.

### **SIDE LETTER B Between Local 509 SEIU and Community Healthlink**

The following terms govern the implementation of the productivity article for employees in newly covered areas:

1. The productivity standards represent no general increase from prior expectations.
2. The productivity standards are not intended as a disciplinary measure, but rather as an opportunity to earn financial bonuses. As in current practice, employees who do not meet productivity targets over a significant period of time may face disciplinary action.
3. The productivity standards and procedures will be explained to employees by senior management during regularly scheduled staff meetings.
4. All postings of open positions will indicate whether the position is eligible for productivity bonus.
5. In each department or unit work shall be distributed equitably among productivity bonus-eligible employees.

6. Productivity anomalies within a department or unit will be reviewed to determine whether the work is appropriately balanced among employees.

Affirmative Action, 12  
 Agency Fee, 5  
 Arbitration, 9  
 Bereavement Leave, 21  
 Billable service hours, 25  
 Bonus Eligible Activities, 28  
 Bulletin Boards, 24  
 Community Fund, 6  
 Differentials, 15  
 Discipline, 9  
 Domestic Partner, 22  
 Family and Medical Leave, 22  
 Fee for service work, 17  
 Fee-for-Service Employee, 2  
 Flexible schedules, 16  
 Grievance Procedure, 8  
 Health and Safety, 14  
 Health insurance, 13  
 Holidays, 18  
 Hours of Work, 16  
 Inclement Weather, 23  
 Job Descriptions, 12  
 Jury Duty, 20  
 Just Cause, 9  
 Layoff, 11  
 Leaves of Absence, 22  
 Licensed Mental Health Counselor, 35  
 Life insurance, 13  
 Long-term disability insurance, 13  
 Malpractice insurance, 13  
 Management Rights, 3  
 Maternity leave, 22

## INDEX

Military Service, 29  
 No discrimination, 7  
 No Lockout, 4  
 No Strikes, 4  
 Overnight excursions, 17  
 Overtime, 16  
**Para-Professional Employees, 1**  
 Part-time Employee, 2  
 Per diem, 2  
 Permanent employee, 2  
 Personal Leave, 20  
**Personal Leaves of Absence, 22**  
 Personal Work, 12  
 Personnel File, 7  
**Professional Employees, 1**  
 Recall, 11  
 Recognition, 1  
**Recruitment Incentives, 35**  
 Seniority, 10  
 Sexual Harassment, 7  
 Sick Leave, 20  
**Step Assignment Criteria, 34**  
 Temporary Employee, 2  
 Time off for Union Business, 23  
 Union Dues, 5  
 Union Management Committee, 14  
 Union Orientation, 23  
 Union Security/Membership, 5  
 Union Visitation, 24  
 Vacancies, 12  
 Vacations, 19  
**Work in Other Units, 26**