

AGREEMENT BETWEEN

SERVICENET, INC.

AND

LOCAL 509, SEIU

July 1, 2008 – June 30, 2012

TABLE OF CONTENTS

	Page
PREAMBLE.....	1
PURPOSES .....	1
ARTICLE 1 – RECOGNITION AND EMPLOYEE DEFINITIONS .....	1
Recognition .....	1
Employee Definitions .....	2
Regular Full-Time Employees .....	2
Regular Part-Time Employees .....	2
Temporary Employees.....	2
Students, Interns, Volunteers, and Relief Staff.....	2
ARTICLE 2 – MANAGEMENT RIGHTS .....	3
ARTICLE 3 – PROBATIONARY PERIOD.....	3
ARTICLE 4 – UNION SECURITY.....	4
Dues or Service Fee Deduction.....	4
Notification .....	5
ARTICLE 5 – UNION STEWARDS/OFFICERS .....	5
Stewards .....	5
Access to Premises .....	6
Use of Premises.....	6
Union Meetings.....	6
Bulletin Boards .....	6
ARTICLE 6 – JOB OPENINGS.....	6
ARTICLE 7 – DISCIPLINE AND DISCHARGE .....	6
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE.....	7
ARTICLE 9 – SENIORITY.....	9
ARTICLE 10 – WORK SCHEDULE.....	9
ARTICLE 11 – LEAVES - DEFINITION.....	11
ARTICLE 12 – VACATION LEAVE.....	11
Debiting Vacation Leave.....	12
Effect of Termination of Vacation Leave Credits .....	12

ARTICLE 13 – SICK LEAVE .....	12
Definition .....	13
Granting Sick Leave .....	13
Crediting Sick Leave .....	13
Debiting Sick Leave .....	13
Effect of Termination on Sick Leave Credits .....	13
Other Factors Relating to Sick Leave .....	13
ARTICLE 14 – FAMILY AND MEDICAL LEAVE.....	14
FMLA Compliance.....	14
Designation .....	14
Definition .....	14
Paid Leave Time .....	14
Eligibility.....	14
Medical Certification.....	15
Intermittent Leave.....	15
Notification .....	15
Reporting.....	15
Parental Leave.....	15
ARTICLE 15 – HOLIDAYS .....	16
ARTICLE 16 – OTHER LEAVES OF ABSENCE .....	17
Bereavement Leave .....	17
Worker's Compensation.....	18
Civil Leave .....	18
Military Leave.....	18
Administrative Leave .....	18
Leave without Pay .....	18
Personal Leave .....	19
Personal Leave.....	19
ARTICLE 17 – SUB-CONTRACTING .....	19
ARTICLE 18 – REDUCTION IN FORCE.....	19
Recall.....	20
ARTICLE 19 – STAFF DEVELOPMENT .....	21
ARTICLE 20 – HEALTH AND WELFARE .....	22
Tax-Sheltered Annuity Plan .....	23
Life Insurance .....	23
Dental Insurance .....	23
Long Term Disability .....	23

ARTICLE 21 – HEALTH AND SAFETY .....	23
ARTICLE 22 – PERSONNEL RECORDS .....	24
ARTICLE 23 – NON-DISCRIMINATION .....	24
ARTICLE 24 – SEXUAL HARASSMENT.....	24
ARTICLE 25 – JOB DESCRIPTIONS.....	24
ARTICLE 26 – TRANSFER OF EMPLOYEES .....	25
ARTICLE 27 – OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST.....	25
ARTICLE 28 – BILLABLE SERVICE HOURS .....	26
ARTICLE 29 – TRAVEL EXPENSE.....	26
ARTICLE 30 – INCLEMENT WEATHER.....	27
ARTICLE 31 – COMPENSATION.....	28
ARTICLE 32 – NOTIFICATION CLAUSE.....	29
ARTICLE 33 – LABOR/MANAGEMENT ADVISORY COMMITTEE.....	29
ARTICLE 34 – NO STRIKE - NO LOCKOUTS .....	29
ARTICLE 35 – CONTRACT SAVINGS CLAUSE.....	29
ARTICLE 36 – POLITICAL EDUCATION.....	29
ARTICLE 37 – BUDGET MONITOR .....	30
ARTICLE 38 – DURATION AND RENEWAL .....	30
SIDE LETTER – PAYMENT FOR EXCESS BILLABLE HOURS.....	31

AGREEMENT made and entered into this 1<sup>st</sup> day of July 2008 by and between SERVICENET, Inc. (Agency) and Local 509, SERVICE EMPLOYEES INTERNATIONAL UNION (Union), as the sole collective bargaining agent of all employees as hereinafter defined.

### PREAMBLE

The parties agree to cooperate with each other to assure maximum service of the highest quality and efficiency to our client population, to serve the needs of the community and to meet the highest standards in such service.

### PURPOSES

The intent and purpose of this Agreement is to promote the dignity of all employees in the Agency and to assure mutual respect and dignity to all parties. To that end, included in the purposes of this Agreement shall be to promote and further: harmonious labor-management relations; efficiency and responsibility at all levels; just compensation and fair work standards, rules and conditions; just and speedy means for the settling of grievances and the removal of their cause; improvement in the quality of the workplace, including communication and cooperation between all employees and management.

### ARTICLE 1 – RECOGNITION AND EMPLOYEE DEFINITIONS

Section 1. Recognition. The Agency recognizes SEIU, Local 509 as the exclusive bargaining representative of all employees in the bargaining unit set forth below, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Included in the bargaining unit are all regular full-time and regular part-time employees in the following job titles:

#### Unit A: Finance Positions and Support Staff Positions

Account Clerk 1	Intake Coordinator
Account Clerk 2	Medical Records Coordinator
Account Clerk 3	Administrative Assistant
Account Clerk 4	Senior Administrative Assistant
Purchasing Specialist	Triage Coordinator
Staff Accountant	Revenue Coordinator
A/R Assistant	Early Intervention Information Systems Coordinator
A/R Specialist	Computer Technical Assistant
Senior A/P Specialist	Computer Support Technician
Senior A/R Specialist	Computer Technology Specialist
Secretary/Receptionist	
Client Services Specialist	

Unit B: Clinical Services

Day Treatment Counselor 1  
Day Treatment Counselor 2  
Outpatient Therapist  
Outpatient Therapist (LICSW)  
Outpatient Therapist (Lic. Psych.)  
Outpatient Therapist (LMFT)  
Outpatient Therapist (LMHC)  
Crisis Clinician 2  
Crisis Clinician 3  
Medication Clinic Nurse

Unit C: Health Services

Program Aide  
Autism Tutor  
Early Intervention Specialist 1  
Early Intervention Specialist 1 (CEIS)  
Early Intervention Specialist 2  
Early Intervention Specialist 2 (CEIS)  
Allied Health Professional  
Allied Health Professional (CEIS)

All of the above classifications, and any other classifications of employees that the Agency and the Union agree to add to the above list, will be in Local 509 bargaining units as set forth above, with the exception that all employees in the above or similar classifications who were employed by Valley Programs, Inc. prior to January 1, 1995 are not required to join the Union or pay dues or pay a Union service fee. Any employees in classifications not listed above are excluded.

Section 2. Employee Definitions.

- (a) Regular Full-Time Employees: Employees who have satisfactorily completed their probationary period in a classification covered by this agreement and who work a regular schedule of at least 40 hours per week.

Regular full-time employees are considered to be eligible for full employee benefits described in this Agreement.

- (b) Regular Part-Time Employees: Employees who have satisfactorily completed their probationary period in a classification covered by this Agreement and who work a regular schedule of between 20 and 39 hours per week, inclusive.

1. Regular part-time employees are considered to be eligible for those benefits specifically provided to them in this Agreement.
2. Unless noted otherwise in this Agreement, regular part-time employees' benefits will be pro-rated on the basis of the employees' regularly-scheduled hours as a percentage of 40 hours.

- (c) Temporary Employees: An employee who is hired for only a limited period of time not to exceed one (1) calendar year to substitute for one or more regular full-time or regular part-time employees during their absence or is hired for a job which is of limited duration and who is so informed at the time s/he is hired shall be considered a temporary employee. Such an employee shall not have benefit of the seniority or layoff provision of this Agreement.

- (d) Students, Interns, Volunteers, and Relief Staff shall not be subject to any provisions of this Agreement. Students and interns provide service without pay as part of their professional training. Relief staff are employed to work variable hours on an as-needed basis to substitute for employees on leave or to fill temporary vacant positions.

## ARTICLE 2 – MANAGEMENT RIGHTS

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the Agency, all rights, functions, and prerogatives of the management of the Agency formerly exercised or exercisable by it remain vested exclusively in the Agency. Without limiting the generality of the foregoing, the Agency specifically reserves to itself the management of the Agency and the following rights: to determine the hours, to schedule and assign work; to direct the work force; to determine employee qualifications and evaluate competency; to determine the quality and quantity of work to be performed; to establish and require standards of performance and to promulgate rules of conduct; to determine proper staffing and workload requirements; to determine and redetermine job content; to discontinue jobs; to determine counseling, medical, and operating standards, security measures, and operational and other policies; to determine methods and procedures; to determine programs; to select those with whom the Agency will do business; to initiate, continue or discontinue training, or educational programs; to hire, suspend, promote, demote, discharge or otherwise discipline employees; to transfer employees on a temporary or permanent basis between programs or locations; to lay off employees for lack of work or for other reasons; to require overtime; to promulgate and enforce all rules respecting operations, efficiency, safety measures, and other matters; to determine all equipment to be used and the utilization of all physical facilities; to implement new equipment, methods, and facilities; to subcontract work; to utilize the services of auxiliary, on-call, student, temporary or volunteer employees; to decide the number and location of its facilities; to move or remove the Agency or any of its parts to other areas; and to extend, maintain, curtail, or terminate all or any part of the Agency's operations or facilities.

## ARTICLE 3 – PROBATIONARY PERIOD

Section 1. The probationary period for new employees shall be six months. However, an employee within the Initial Employment Period may submit a request to his/her Program Director that the employee's probationary period be terminated after three months. This earlier change may be granted at the discretion of the Program Director. If this request is refused, the employee shall have the opportunity to discuss the reasons for such refusal in a face to face meeting with his/her supervisor, and he/she have access to Step 1 of the grievance process.

The probationary employee may be discharged or disciplined in the sole discretion of the Agency and neither the employee nor the Union shall have any recourse to the grievance and arbitration provisions of this Agreement over such discipline or discharge.

Unless otherwise specified in a particular Article or paragraph of this Agreement, the probationary employee is entitled to receive the privileges and benefits described herein and, is expected, like all employees, to uphold the obligations associated with employment by the Agency. In addition, an employee shall not enjoy the rights and protections outlined in Article 17 (Subcontracting) and Article 18 (Reduction in Force) during his/her probationary period.

Section 2. The periods described in this Article require "continuous" service. If the service of an employee is interrupted within the probationary period, the probationary period shall be temporarily suspended. Upon the employee's return, the period shall begin again and continue until the employee reaches the proscribed continuous period of service, or until the relationship

is severed, which ever occurs first.

#### ARTICLE 4 – UNION SECURITY

Section 1. All bargaining unit employees, employed on the effective date of this Agreement, unless excluded as defined in Article 1, shall become members of the Union, or shall pay a Union service fee.

Section 2. All eligible employees hired after the date of execution of this Agreement shall, as a condition of continued employment, become members of the Union or agree to pay a Union service fee within thirty (30) days following the first day of their employment.

During a new employee's initial orientation with the Human Resources Department, the Agency will normally provide the new employee with a copy of the Collective Bargaining Agreement and the Union membership card authorizing payroll deduction of the Union initiation fee and Union dues or the Union's agency service fee. The provisions of this paragraph shall not be subject to the grievance and arbitration proceedings stated herein.

The Agency and the Union agree that any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting labor unions, shall not be required to join or financially support the Union as a condition of employment.

Section 3. Upon the failure of an employee to tender his/her dues or Union service fee to the Union on or before the thirtieth (30th) day following the first day of his or her employment, the Union shall inform the Agency by certified mail that the employee has failed to comply with the terms of this Article.

The Agency, upon receipt of such notice, shall inform the employee that failure to make such payment within 14 days will result in the employee's discharge. If the employee pays the delinquent amount within the 14 days, the Agency shall not be required to discharge said employee. The Agency may rehire the employee when the Union has notified the Agency that the employee is in good standing.

Section 4. The Union agrees not to discriminate against any employee. Should the Union fail to admit any future employee to the Union or expel an employee from the Union for any reason other than failure to pay his/her regular dues or Union service fee, this Article shall not be in operation so far as such employee is concerned.

Section 5. The Union shall indemnify, defend and hold the Agency harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or reason of, any action by the Agency for the purpose of complying with this Article.

Section 6. Dues or Service Fee Deduction.

(a) The Agency will deduct Union dues and initiation fees or Union service fees in amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership upon receipt of a payroll deduction authorization. Such deductions shall be

made in each payroll.

- (b) All amounts so deducted for Union dues and initiation fees or service fees shall be remitted to the Secretary-Treasurer of the Union by the Agency not later than fifteen days following the period in which the deductions were made.
- (c) All remittances to the Union of dues, initiation fees and Union service fees deducted shall be accompanied by a listing specifying the employees from whom the deductions were made and the amount of the deductions.
- (d) The Agency assumes no obligation, financial or otherwise, arising out of the provisions of this Section, and the Union hereby agrees that it will indemnify and hold the Agency harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Agency hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union

Section 7. Notification. The Agency will notify the Union of changes in personnel, including the names, addresses, classifications, starting dates and rates of pay for each new employee. Such notification to the Union shall be made monthly. Such notice shall also be made to the duly elected Union Membership Chair.

Section 8. COPE Deduction.

- (a) An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Agency and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving notice in writing to the Agency.
- (b) The Agency 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 at the same time that dues deductions are transmitted.

ARTICLE 5 – UNION STEWARDS/OFFICERS

Section 1. Stewards. The Agency agrees to recognize Union stewards and officers duly elected and/or appointed by the Union. It is agreed by the Agency and the Union that there shall be no more than one (1) steward for every eight (8) bargaining unit members.

Section 2. The Union shall provide the Agency with a list of such stewards and officers within five (5) working days of any such election or appointment or of the termination of any employee from such status.

Section 3. A Union steward shall be permitted to use work time with pay to attend meetings with management representatives related to grievances. The granting of such time will not be unreasonably denied but shall, in all respects, be subject to and determined by the Agency based on

operational needs. The employer will adhere to the Weingarten rights as provided in Article 7, Section 2 of this agreement.

Section 4. A steward's activities shall not interfere with the performance of the steward's work or the operation of the Agency.

Section 5. Access to Premises. Upon prior approval, which will not be unreasonably denied, of the CEO or his designee, a Union staff representative shall be permitted access to the Agency's premises for the purpose of conducting Union business related to the Agency, provided that the representative does not interfere with the operations of the Agency or the performance of work by employees.

Section 6. Use of Premises. With prior approval of the CEO or his/her designee, the Union shall be permitted to have reasonable use of the Agency's premises for the transaction of Union business regarding the Agency's bargaining unit, provided that such use does not interfere with Agency business.

Section 7. Union Meetings. With the prior approval of his or her supervisor, Stewards may be granted up to three unpaid days per year for the purpose of attending Union conventions or conferences. At the discretion of the Agency, unpaid leave not to exceed one day per month may also be granted to one (1) elected Executive Board member for the purpose of attending Executive Board meetings of the Local.

Section 8. Bulletin Boards. The Agency will provide a bulletin board in each Agency worksite for the use of the Union in exhibiting official Union notices such as notices of Union meetings and elections and listings of Union officers. Material which is derogatory to the Agency's management is prohibited from being posted on these bulletin boards.

Section 9. Orientation. The Agency, when scheduling periodic orientation meetings for new staff, will notify the Bargaining Unit of such meetings and, subject to operational need, provide time and space during the orientation for a Bargaining Unit representative to meet with new employees represented by the Bargaining Unit.

#### ARTICLE 6 – JOB OPENINGS

Section 1. Whenever a permanent vacancy in a bargaining unit position occurs which the Agency has determined will be filled, a notice of such vacancy will be posted on line. An employee interested in applying for such a position shall express his interest in writing within the time limits of the posting period. This provision shall in no way limit the Agency's right to seek applicants from outside sources. The Agency shall post a notice on bulletin boards stating where the job postings can be found.

Section 2. When two or more non-probationary Agency employees are the finalists for appointment to a vacant position within the bargaining unit and all education, skills and experience are equal, then seniority will be strongly considered in the final appointment to the vacant position.

#### ARTICLE 7 – DISCIPLINE AND DISCHARGE

Section 1. No employee covered by this Agreement shall be disciplined or discharged except for  
*SEIU 509/ServiceNet, Inc*  
*July 1, 2008-June 309, 2012*

just cause, with the exception that during his or her probationary period an employee may be disciplined or discharged without regard to just cause and such action shall not be subject to the grievance and arbitration procedure contained in this Agreement.

Section 2. An employee is entitled to request Union representation in any investigative interview the employee reasonably believes could lead to discipline of that employee. Under such circumstances the Agency may not deny such a request by an employee. If the Agency does erroneously deny such a request, the employee may choose to not participate in the interview. If such a request is made and no Union representative is available, the Agency may either postpone the interview for a reasonable period of time as determined by the Agency to allow a Union representative to be present or cancel the interview. The employee who is the subject of the investigation will be told the nature of the issue and the date and time of the interview. Prior to the scheduled interview the employee who is the subject of the investigative interview may consult with his or her Union representative.

Section 3. The Agency will give written notice to any employee who is disciplined outlining the reasons for the Agency's actions within three (3) working days after the action has been taken. The Agency will give written notice to any employee who is discharged outlining the reasons for the Agency's actions within one (1) day after the action has been taken. A copy of this notice will be mailed to the Union. This provision shall not apply to probationary employees.

#### ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. For the purpose of this Agreement, a grievance is defined as any dispute or difference as to the meaning or application of the provisions of this agreement which arises during the term of this Agreement between the employees, the Union and the Agency. No grievance shall be considered under the grievance procedure unless it is presented as provided below. If a grievance is once fully settled at any of the following steps, it shall be considered closed and shall not be subject further thereafter through the grievance procedure or to arbitration.

The parties recognize that day to day problems may be discussed and resolved between the employee and the employee's immediate supervisor. Such informal settlements are encouraged; however, no such agreement or settlement shall be contrary to the provisions of this Agreement or infringe upon the rights under this Agreement of any other employee or of the Agency. Whether or not such informal discussions take place shall have no effect on the time limits set forth below. It is further understood that the various time limits set forth below may be extended only by the mutual written agreement of the Union and the Agency.

The term "working days" wherever used in this Article shall mean and include any calendar day other than a Saturday, Sunday or holiday.

Step 1. Within fifteen (15) working days for any economic or disciplinary grievance matter and thirty (30) days for any other matter, from when knowledge of the aggrieved action or from when knowledge should have occurred relative to the aggrieved action, the grievance shall be set forth in writing to the employee's immediate supervisor.

Within no more than five (5) working days after the receipt of the written grievance there shall be a  
*SEIU 509/ServiceNet, Inc*  
*July 1, 2008-June 309, 2012*

meeting to discuss the grievance with the supervisor, employee, and the union steward or the union representative if the union steward is not available. The supervisor shall respond in writing within five (5) working days after the meeting. In programs where the immediate supervisor is someone other than the Program Director, Step 1 is repeated with the Program Director.

Step 2. If the grievance is not settled in Step 1, then the written grievance, the supervisor' response, and the reason for non-acceptance of the response shall be referred in writing within five (5) working days for economic and disciplinary matters and ten (10) working days for other matters to the appropriate Division Director by the steward. No later than five (5) working days after the written grievance has been submitted, the Division Director or designee shall meet to discuss the grievance with the employee and the union steward and union representative. The Division Director shall provide a written response to the grievance within five (5) working days after the meeting.

Step 3. If the grievance is not settled at Step 2, the written responses, and the written reasons for non-acceptance of the responses may, within five (5) working days for economic and disciplinary matters and ten (10) working days for other matters be referred to the Chief Executive Officer or designee. Within no more than five (5) working days after the receipt of the written grievance, there shall be a meeting with the employee and the union steward and the union representative to discuss the grievance. The CEO or designee shall provide a written response within five (5) working days after meeting.

Step 4. If the grievance is not settled at Step 3, both parties may mutually agree to call in a mediator to resolve the disputed matter. A mandatory meeting shall take place between the parties no later than five (5) working days after the receipt of the response of the CEO or designee. The purpose of the meeting shall be to determine if the two parties agree to call in a mediator and to agree on a mutually acceptable mediator. The mediator shall have no authority to bind the parties to any settlement or to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. If either party does not agree to go to mediation, the grievance shall go to the next step.

Section 2. If the grievance is not satisfactorily resolved through the foregoing steps of the grievance procedure, the Union (or Management, if it filed a grievance, which grievance would be initiated at Step 3) may submit the matter to arbitration. Such a submission must be made within 15 working days of the Agency's or Union's response in Step 3, or the grievance shall be waived. Submit to Arbitration means a joint letter to the Federal Mediation and Conciliation Service (FMCS) within the specified time limits, requesting a panel of arbitrators. If either party refuses to submit a joint letter, the other party may file alone and such filing will be considered valid. The parties, before filing with the FMCS may also attempt to agree mutually on an arbitrator by telephone or by a joint meeting. Given a listing from the FMCS, the selection of an arbitrator shall be made by alternately striking arbitrators from the list until one is remaining. The parties shall alternate who strikes first with the Union striking first on the first arbitration after the finalization of this successor agreement.

Section 3. The award or decision of the arbitrator shall be final and binding on the parties. The fees of the arbitrator and the arbitration shall be equally divided by the parties. Each party will pay its own expenses relative to the costs of witnesses, subpoenas, representation, and any and all costs associated with the presentation of the matter by each party. The parties will use the Federal Mediation and Conciliation Service.

Section 4. The arbitrator shall have no authority to add to, subtract from, change, amend, modify, alter, or disregard any of the terms or provisions of this Agreement or authority or power to award back pay or any other settlement to be retroactive beyond the date on which the event forming the basis of the grievance occurred.

Section 5. The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. If it is not possible to refer the grievance at any step within the appropriate time limits for any reason, the grievance may be referred to the next step. The failure by the employer or its representative at any time to give its written answer to the grievance within the applicable time limits shall be deemed to be a denial of the grievance and qualify it to be referred to the next step. If a grievance is not referred 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 answer given. All time limits in each step of this procedure may be extended or shortened by mutual Agreement by the parties, in writing.

#### ARTICLE 9 – SENIORITY

Section 1. All persons employed by the Agency who have satisfactorily completed their probationary period shall be entitled to the seniority rights described below.

Section 2.

- (a) For employees whose full-time equivalency is 0.5 or greater, seniority is defined as length of continuous and uninterrupted employment at the Agency, starting with the first calendar day of formal employment as a salaried Agency employee.
- (b) For employees whose full-time equivalency is less than 0.5, seniority is measured by number of hours scheduled for work.
- (c) Employees do not continue to accrue seniority or paid time off during periods of layoff or leave without pay, with the exception of family medical leave.

Section 3. An employee's seniority shall terminate upon the occurrence of any one of the following:

- (a) Resignation;
- (b) Discharge or termination;
- (c) Overstaying by more than 24 hours an authorized leave of absence without permission of the Agency, provided that such permission was not unreasonably withheld;
- (d) Continuation on layoff status for a period greater than one year;
- (e) Any unauthorized absence for more than 24 hours (1 working day). This subsection will not be applied in an arbitrary, capricious, or discriminatory manner.

#### ARTICLE 10 – WORK SCHEDULE

Section 1. Except as specified in Section 2, the regular working hours of all regular full-time employees shall be a full week of 40 hours per week. The hours of daily employment shall be

consecutive and may only be interrupted for a meal period of up to 60 minutes. The employee may elect to take a thirty (30) minute paid meal period or s/he may take a sixty (60) minute meal break where half is paid and half is unpaid. Where the employee elects to take a sixty (60) minute meal period, the time will be taken without interruption. On a day when an employee takes paid leave for part of the day, s/he will be paid for a 30-minute meal period if s/he works at least 4 hours.

Section 2. A full-time shift for a Crisis Clinician is 8.5 hours, which will normally include a meal period of 60 minutes, of which 30 minutes is paid and 30 minutes is unpaid. When required by operational need, the meal period may be limited to 30 minutes, which will normally be unpaid. However, if operational need requires a Crisis Clinician to be available to take telephone calls during that meal period, the Crisis Clinician will be compensated for that 30-minute meal period.

Section 3. Employees may make a written request a reduction or increase in their schedule of work hours. Such requests are subject to the Agency's approval. The Agency's approval or disapproval of such requests shall not be subject to the grievance and arbitration procedure of this Agreement.

Section 4. The schedule of each employee shall be determined by the employer according to the employer's reasonable judgment of program needs. Employees will be given at least 30 days' notice prior to a change in schedule, whenever feasible.

Section 5. Employees may request a temporary or permanent schedule change. Such requests are subject to supervisory approval providing that regularly-scheduled hours are worked each week and adequate coverage is maintained.

Section 6. Overtime for non-exempt employees shall be kept to a minimum and shall not be compulsory. Overtime shall be utilized to relieve specific occasional peak work loads or emergencies, and not to provide for constant requirements. Compensation of non-exempt employees, when overtime is authorized by a supervisor, shall be made for time worked by an employee in excess of 40 hours per week, at one and one-half times their regular hourly rate.

Section 7. The Union and the Agency acknowledge that it is not always possible to prescribe precise hours of work and that it sometimes will be necessary for exempt employees to work in excess of forty (40) hours per week without additional compensation. If requested to work overtime, an exempt employee will be expected to do so unless excused for good cause.

Section 8. When a supervisor determines that an exempt employee has been required to work hours above and beyond normal expectations, the Supervisor will make a reasonable effort to adjust the employee's schedule to provide time off to make up for the additional hours worked; although this cannot be guaranteed.

Section 9. Employees shall comply with all Agency procedures regarding the monitoring and reporting of their work time.

Section 10. Erroneous, inaccurate or late submissions of work time reporting which are caused by employee error or tardiness may result in delay of an employee's paycheck. Checks will be processed as quickly as possible, and in no case shall the delay exceed 2 weeks after the time report is submitted.

Section 11. A temporary reduction of hours worked below 20 hours/week will not affect the employee's union status if such request is approved by management and is for one of the following reasons: return to work under FMLA; parental/adoption; school enrollment.

#### ARTICLE 11 – LEAVES - DEFINITION

Leave is any authorized absence during regularly-scheduled work hours that has been approved by proper supervisory authority. Leave may be authorized with or without pay. Absence without authorized leave is considered a serious violation of Agency policy, and the employee is subject to disciplinary action with loss of pay for the period of unauthorized leave. Absence without authorized leave for a period of more than 48 hours (2 working days) is considered abandonment of the employee's position. The employer may terminate an employee who has abandoned his or her position. This Article shall be subject to the grievance and arbitration provisions of this Agreement only regarding the question of whether there was 'job abandonment'.

#### ARTICLE 12 – VACATION LEAVE

##### Section 1.

- (a) On each July 1, vacation leave pro-rated according to each employee's full-time equivalent hours shall be credited to each employee as outlined below according to the employee's length-of-service as of that day. However, if that amount of vacation leave is less than the amount the employee received on July 1, 1995, the employee will be credited with the same amount of vacation leave as on July 1, 1995. The comparison will be based on the same number of full-time equivalent hours. Effective July 1, 2003:

<u>Length of Agency Employment</u>	<u>Vacation Days Credited</u>
Less than five years	15 days
Five to nine years	20 days
Ten years or more	22 days

Staff whose annual vacation leave accrual as of July 1, 2002 exceeds the limits listed above will maintain those accruals.

- (b) Employees must request vacation leave at least 2 weeks in advance of their intended absence, except for vacation leave of 3 days or less. In the latter case, the leave must be requested not less than the same number of leave days being requested. In all cases, vacation leave must be requested by submitting the current "Leave Request Form" to the employee's supervisor.

Programs which use rotating schedules may require longer advance notice for leave requests, but in no case shall required notice be more than 30 days.

- (c) Supervisors shall normally grant leave that is properly requested by and available to employees unless specific work requirements require a deferral of the leave authorization.

Section 2. Employees hired after July 1 will be credited with 15 days vacation leave pro-rated from the first of the month following their hire date and by their full-time equivalent hours.

Section 3. All credited vacation leave must be taken by June 30 each year or forfeited except that employees may carry over vacation leave as outlined below according to their length-of-service on July 1.

<u>Length of Service</u>	<u>Carry-over Days</u>
Under 6 months	0
6 months to less than one year	3
One year to less than three years	6
Three years to less than five years	8
Five years or more	10

Section 4. When an employee's scheduled number of work hours changes during a fiscal year, the number of vacation days credited to the employee will be adjusted accordingly. This change will occur effective with the first full pay period with the new scheduled hours, whether the change is an increase or a decrease.

Section 5. The crediting of leave on July 1 outlined in item #1 is for the year ending the following June 30. While employees may utilize credited leave, employees shall earn this leave on a monthly basis during that year from July 1 to June 30. Upon termination, employees will reimburse the Agency for vacation leave used but not yet earned. The Agency shall have the option of arranging a payment plan for this purpose. The Agency shall reimburse employee for any vacation days earned and accrued at time of termination but not used.

Section 6. Debiting Vacation Leave.

- (a) Vacation leave shall be debited on the basis of the exact number of hours that an employee is scheduled to work in the period when leave is taken.
- (b) Vacation leave shall be debited in no less than one-hour units.

Section 7. Effect of Termination of Vacation Leave Credits. Upon termination of employment with the Agency, an employee shall be paid for the unused vacation leave credits at his/her current rate of pay, provided that:

- (a) The employee has completed six months of consecutive employment, and;
- (b) The maximum number of vacation leave days accrued does not exceed 10 on the day of termination. Any excess beyond 10 days accrued vacation leave will be forfeited. "DAYS" are calculated on the basis of the employee's full-time equivalency times 8 hours.
- (c) The employee who resigns has provided the required minimum resignation notice of two (2) weeks for non-exempt employees or four (4) weeks for exempt employees. An employee who provides less than the minimum notice will forfeit vacation leave payout equivalent to the number of additional days of notice which is required.

ARTICLE 13 – SICK LEAVE

Section 1. Definition. Sick leave shall be used only when an employee is incapacitated by sickness or injury or for medical, dental, or optical diagnosis or treatment, with the following exception: A maximum of 4 days of accrued sick leave may be used each fiscal year for the care of a dependent child in the employee's household who is ill. The employee will note this type of sick leave on their timesheet when it occurs.

Section 2. Granting Sick Leave. Supervisors shall grant sick leave with pay to all employees according to the following provisions:

- (a) The supervisor must be notified through a Leave Request Form at least two days in advance of sick leave taken for medical, dental, or optical appointments, unless the examination is an emergency.
- (b) The supervisor must be notified as soon as possible before the employee's scheduled reporting time for any other type of sick leave requirement of the employee unless an accident or similar catastrophic event occurs which makes immediate contact impossible. Notice in this instance must be given as soon as practicable after that.
- (c) Sick leave with pay may not exceed the total amount credited to any employee at the time of their illness.
- (d) After six months of continuous employment, vacation leave credits may be used for sick leave when sick leave credits have been exhausted. Vacation leave utilized as sick leave must be indicated as such on the employee's time sheet.
- (e) Leave without pay may be granted, at the discretion of the CEO, for sickness extending beyond the earned sick leave and vacation leave available to the employee.

Section 3. Crediting Sick Leave. Twelve days of sick leave shall be credited to each employee on July 1 of each year. "Days" are pro-rated according to the employee's full-time equivalent hours. Employees hired after July 1 will be credited with 12 days sick leave pro-rated from the first of the month following their hire date and by their full-time equivalent hours.

Section 4. Debiting Sick Leave. Sick leave shall be debited on the basis of the exact number of hours an employee is scheduled to work in the period when sick leave is taken.

Section 5. Effect of Termination on Sick Leave Credits. Sick leave credits are for the purpose of protecting an employee's wages during times of unanticipated health incapacitation. Such leave is not additional compensation. Therefore, sick leave credits shall not be paid to an employee upon termination.

Section 6. Other Factors Relating to Sick Leave.

- (a) A supervisor may require the submission of satisfactory medical evidence for sick leave when it has occurred before or after a holiday or other scheduled days off, when it is in excess of two work days, or whenever there is a reasonable likelihood of abuse of sick leave. When an employee has a record of repetitious usage of short amounts of sick leave over an extended period of time, a supervisor may require satisfactory medical evidence for each day

on which sick leave was taken.

- (b) The CEO may require an employee returning from sick leave, or on such other occasions that he/she deems it in the best interest of the Agency, to take a medical examination at the Agency's expense.
- (c) False or fraudulent use of sick leave shall be cause for disciplinary action against the offending employee, which may include dismissal.
- (d) An employee who is ill and on vacation leave who presents medical evidence giving the date of illness may have that portion of their vacation leave converted to sick leave.
- (e) Conversion of sick leave to vacation leave shall not be permitted.

Section 7. No employee may accumulate more than 90 regular paid sick leave days.

#### ARTICLE 14 – FAMILY AND MEDICAL LEAVE

Section 1. FMLA Compliance. The Agency recognizes and complies with Federal and State guidelines in administering leaves in accordance with the Family and Medical Leave Act.

Section 2. Designation. Family and Medical Leave may be requested by the employee, or determined by the employer, based on FMLA guidelines. If the employer designates leave as Family and Medical Leave, it will notify the employee within two business days that all terms of FMLA as outlined in this contract will apply.

Section 3. Definition. Family and/or Medical Leave of Absence shall be defined as an approved absence available to employees for up to twelve (12) weeks of unpaid leave in a twelve month period beginning with the first day of any FMLA-designated leave and counting forward one full year. (For example, an employee requesting eight weeks maternity leave beginning April 1, will be eligible for a total of twelve weeks of FMLA for any reason from that date through March 31 of the following year).

Section 4. Paid Leave Time. Employees eligible for leave under this policy must use all applicable paid leave under any other benefit plan or policy first. This time will substitute for any or all of the twelve week leave period.

Section 5. Eligibility. Employees under this policy must have been employed by the Agency for a total of at least twelve months, and must have worked at least 1250 hours during the twelve month period preceding commencement of the leave.

- (a) Employees ineligible for leave under the Family and Medical Leave policy may take leaves as provided for under the usual medical and/or personal leaves of absence policies currently in effect.
- (b) Eligible spouses who are both employed by the Agency are entitled to a total of twelve (12) weeks of leave (rather than twelve weeks each) for the birth, adoption, or foster care placement of a child if both spouses are legally responsible for the care. Eligible spouses

who are both employed by the Agency are entitled to a total of twelve (12) weeks of leave (rather than twelve weeks each) for the care of a seriously ill parent.

- (c) Contact the Human Resources department to determine eligibility.

Section 6. Medical Certification. The Agency will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, parent or spouse. Required medical certification forms will be available from Human Resources.

At its discretion, the Agency may require a second medical opinion and periodic recertification at its own expense, only upon a reasonable basis and when possible. If such recertification places an undue hardship on the employee, a written explanation of the delay must be promptly furnished, and a date furnished to Human Resources for the employee's compliance. If first and second opinions differ, the Agency, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Agency and the employee.

Section 7. Intermittent Leave. If medically necessary for a serious health condition of the employee or the employee's spouse, child or parent (not in-law), leave may be taken on an intermittent or reduced schedule. This leave must be planned with the supervisor, with as much advance notice given as possible.

Leaves requested on this basis will require medical certification indicating the medical necessity for the intermittent or reduced hours leave schedule.

Section 8. Notification. The employee must provide thirty days notice, if possible, or as much notice as is practicable under the circumstances necessitating the leave. Any employee requesting intermittent or reduced-schedule leave must make every effort to schedule that leave so as not to interrupt or hinder agency services.

Section 9. Reporting. Employees using family and/or medical leave will be required to report to the Human Resources office every two weeks to update leave status and anticipated return to work.

Section 10. Parental Leave. The Agency recognizes that certain obligations or complications in the birth or adoption of a child may require additional parental leave. That leave will be granted as part of, and supplemental to, FMLA as follows:

- (a) Requests for parental leave should be submitted to the employee's immediate supervisor by the fourth month of pregnancy or as soon as possible. This request should state the employee's intent to return to work upon completion of the parental leave. Approval of such requests will be made by the Program Director.
- (b) Any part time or full time regular employee will be eligible for parental leave as follows: Employees who have worked at the Agency for at least two (2) full years at the time that parental leave begins may take up to six (6) months parental leave. Employees who have worked at the Agency for more than six (6) months but less than two (2) years may take up to sixteen (16) weeks for parental leave.

- (c) Full employee benefits will be continued during the FMLA/parental leave period except for

any time which may be leave without pay. Health Insurance benefits will continue for 60 days of leave without pay for those on parental leave. After 60 days of leave without pay, health insurance coverage will be continued if the employee pays the full premium cost.

- (d) Credit towards vacation and sick leave will not be earned during parental leave without pay.
- (e) Employees whose leave without pay extends beyond 12 weeks will have their salary anniversary date postponed by the number of days the leave exceeds 12 weeks except when leave without pay results from medically certified leave.
- (f) Upon return to work after a parental leave period, the employee will return to his/her former position.
- (g) Parental leave benefits shall also be available for employees who adopt children aged six and under.
- (h) The employee has the option of taking any or all of his/her accumulated sick and vacation leave during the parental leave period. He/she may take leave without pay for any or all of this leave period.

Section 11. Small Necessities Act. The Agency shall provide the Bargaining Unit with its current policy concerning the Massachusetts Small Necessities Act. In any instances where leave provisions in this Agreement are in conflict with the policy, the provisions in the Agreement shall be in effect.

#### ARTICLE 15 – HOLIDAYS

Section 1. The following holidays are observed by the Agency and shall be granted to regular full-time and regular part-time employees and employees who, with supervisory approval, work less than 20 hours per week with pay, unless such employees are required to be on scheduled duty.

Part-time employees shall receive pro-rated credit for holidays, regardless of whether the holiday falls on their regular work day. The number of holiday leave hours for which all employees are entitled is calculated on the basis of the employee's full-time equivalency times 8 hours.

New Year's Day	Martin Luther King Day
Presidents' Day	Patriots' Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
	1/2 day Christmas Eve and 1/2 day New Year's Eve when these days are on working days

For the non-24-hour programs, an employee may, with supervisory approval, work on a designated holiday and take a subsequent day off instead. The request to take the alternative day off must be made at least two weeks in advance. Approval to work on a holiday and approval to take a specific day off instead are subject to operational need and are at the discretion of the Agency.

Section 2. Generally when a legal holiday falls on a Sunday, it will be observed on the following Monday; for a Saturday, it will be observed on the preceding Friday. State designation holidays will override this rule.

Section 3.

- (a) It is the policy of the Agency that all regular full-time and part-time employees enjoy the same number of paid holidays per year, irrespective of when these holidays fall during an employee's regular schedule. The standard shall be the number of holiday hours in a particular year which will be celebrated by permanent full-time employees working a single shift each day (Monday-Friday). Other employees who work a different schedule shall be entitled to no more and no fewer holiday hours than the standard. Part-time employees shall be entitled to their full-time equivalency pro-rate of this standard.
- (b) If an employee is scheduled to work more hours on a particular holiday than the allowable holiday hours for that day, then the employee owes the Agency for the differential hours. These must be scheduled to be made up by the employee within 30 days of the holiday, or must be taken as vacation leave.
- (c) If an employee is scheduled to work fewer (or no) hours on a particular holiday than the allowable holiday hours for that day, then the Agency owes the employee for the differential hours. These must be scheduled to be taken by the employee within 30 days of the holiday. Employees of 24-hour programs may choose, within 30 days, to receive payment at straight time for the differential time.

Section 4. For 24-hour programs, the holiday is considered to begin at midnight and end the following midnight. Anyone who works a shift during that period is entitled to record holiday time that the Agency owes them similar to Section 3 above.

Section 5. Employees of 24-hour programs who work on the following holidays will receive 1.5 times the holiday hours which they would otherwise receive according to the rules above. Compensation for these holiday hours will be made in cash.

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Section 6. For employees of 24-hour programs, Christmas Eve and New Year's Eve are considered holidays and the provisions of Section 4 and Section 5 apply with the following conditions:

- (a) these holidays are defined as beginning at noon and ending at midnight of the day immediately preceding Christmas Day and New Year's Day.
- (b) employees who work on either of these holidays will receive the holiday compensation described in Section 5 for the time worked during the defined holiday hours.

ARTICLE 16 – OTHER LEAVES OF ABSENCE

Section 1. Bereavement Leave. An employee is entitled to five (5) days leave with pay due to the  
*SEIU 509/ServiceNet, Inc*  
*July 1, 2008-June 309, 2012*

death of the employee's spouse, parent or child. An employee is entitled to three (3) days leave with pay due to the death of the employee's parents-in-law, sister, brother, sister/brother-in-law, grandchild, grandparents, grandparents-in-law or comparable surrogate relation.

Section 2. See Article 14 - Family and Medical Leave

Section 3. Worker's Compensation. An unpaid leave of absence shall be granted to an employee who is absent with satisfactory medical substantiation because of an occupational accident or illness arising out of his/her employment at the Agency. Such leave shall normally not exceed a period of one (1) year. An extension may be granted by the Executive Director. An unpaid leave of absence shall be granted to an employee who is absent with medical substantiation because of an occupational accident or illness arising out of his/her employment at the Agency. Any employee who is out of work for a period of four weeks or more must report to the Program Director on a bi-weekly basis as to his/her medical prognosis, progress, and expected return to work date and, when requested to do so, provide medical documentation to support the above information.

Section 4. Civil Leave. An employee will be given time off when performing jury duty or when subpoenaed to appear before the court, public body, or commission in connection with Agency business. The employee will be paid their regular salary less the amount provided to the employee by the court or subpoenaing body. An employee must furnish the Agency with evidence of jury duty and jury pay, and the employee must report for work on their regular workdays when they have been excused from jury duty.

Section 5. Military Leave. An employee who performs temporary military duty (of up to 17 days in any calendar year), such as in the National Guard or Reserves, shall have the option of either taking paid vacation leave from the Agency, thereby receiving full Agency salary in addition to the military duty; or receiving the military-Agency pay differential without having to use vacation days.

Section 6. Administrative Leave. The CEO may grant administrative leave with pay to an employee when it is in the best interests of the Agency to do so. Similarly, the CEO may place an employee on administrative leave with pay when, in the CEO's judgment, it is in the Agency's best interests to do so.

Section 7. Leave without Pay. The CEO may grant a permanent employee a leave without pay for a period determined by the CEO.

- (a) Leave without pay will be granted at the sole discretion of the CEO.
- (b) Credit towards vacation and sick leave will not be earned during the leave without pay.
- (c) Leave without pay which extends beyond 30 days will result in a suspension of all health and welfare benefits. Employees may retain their health insurance coverage by paying the full premium.
- (d) Failure of an employee to report to work promptly at the end of a leave without pay may be cause for dismissal.
- (e) Employees who take leave without pay which extends beyond 30 days will have their salary

anniversary date postponed by the number of days the leave exceeds 30, except when leave without pay results from parental or sick leave.

Section 8. Personal Leave.

- (a) Twenty-four hours of personal leave shall be credited to all full-time employees on July 1. Full-time employees hired after July 1 shall be credited with two hours of personal leave for each full month remaining in the fiscal year. Part-time employees shall earn personal leave on an exact pro-rated basis. Employees increasing or decreasing their regular hours of work during the year will have their personal leave accrual adjusted proportionately.
- (b) Unused personal leave may not be accumulated fiscal year to fiscal year.
- (c) Accrued, unused personal leave credits shall not be paid to an employee upon termination. Upon termination, employees will reimburse the Agency for personal leave used but no yet accrued.

ARTICLE 17 – SUB-CONTRACTING

No employee shall be laid off because of the Agency's decision to subcontract work or utilize the services of auxiliary, on-call, student, temporary or volunteer employees in that program unless:

- (a) The number or type of billable service requests to a program decreases for at least an 8-week period to the extent that an employee or employees are unable to meet their established billable productivity level due to this lack of sufficient referrals, or
- (b) Funding or regulatory agencies make such action a condition of continued funding.

Prior to any such action, the Agency will meet with the Union to try to problem-solve and present relevant fiscal information as described in Article 37 (Budget Monitor).

Subcontract work in a program will first be offered to qualified non-probationary part-time bargaining unit members within the same program at the same rate of pay as would be paid to an outside consultant hired for that work minus the cost to the Agency for specific mandated payroll deductions.

Regular non-probationary part-time bargaining unit members who work extra hours on a regular basis for three months will have their status corrected to reflect their new full-time equivalency and will be paid at the rate of pay applicable to the new full-time equivalency provided that the extra hours (i.e., the change in full-time equivalency) have been posted in accordance with Job Openings article (Article 6).

Qualified non-probationary part-time bargaining unit members from other programs may notify program directors of their interest in subcontract work. The program director may consider these staff for subcontract work. The use of bargaining unit members from other programs will be at the sole discretion of the program director.

ARTICLE 18 – REDUCTION IN FORCE

Section 1. The Agency at its sole discretion shall determine the activities, operations, or duties to be discontinued or curtailed and the number and classifications of employees to be laid off because of lack of work, reorganization, fiscal constraints, or other reasons.

Section 2. When the Agency determines that it is necessary to reduce its working force, the Agency will notify the Union at least three weeks before the layoff of any non-probationary bargaining unit employees. If a reduction in force requiring layoff becomes necessary, the parties shall meet and confer in advance. If no other system is agreed to, the following provision shall apply.

Section 3. The Agency will post a notice announcing the layoff and the affected classification(s), number of employees, and (for direct care staff) the affected programs. Any employee within the affected program and classification willing to accept voluntary layoff shall apply in writing to the CEO or his/her designed within the period specified in the notice. The Agency has the right to reject any offer to accept a voluntary layoff from an employee who is in a different program unit classification.

Section 4. Layoffs shall be conducted within each classification on the basis of seniority, provided that the more senior employee retained is fully competent to perform all the duties of the position and is willing to work the required hours.

In determining whether a bargaining unit member is fully competent to perform the position in question, the Agency may consider an employee's qualifications, experience, performance, productivity and reimbursability.

Section 5. The Agency may exempt from layoff:

- (a) Any employee required in order for the program to remain in compliance with, and reimbursable under, any law, regulation or contract;
- (b) Any employee with special job-related skills or other bona fide occupation qualification (BFOQ) reasonably necessary to the essence of the business or to meet the needs of a population which would not otherwise be served;
- (c) Any employee whose layoff would result in a loss of a contract to the Agency; and
- (d) Any employee who is a member of an under-represented race. When making a determination under this section, all professional clinical employees should be taken into consideration. This exemption section shall not be arbitrarily applied.

Section 6. The Agency will give the affected employee as much notice as possible and no less than (4) weeks advance notice, except that such notice shall not be required when the layoff is caused by an emergency, such as Act of God, explosion, fire, flood or water damage, or by some other reason beyond the reasonable control of the Agency.

Section 7. Recall. An employee affected by this Article will retain recall rights for one (1) year. When a vacancy occurs, the Agency shall send notice thereof by certified mail to the Union and the last known address of each employee on the recall list. Any employee interested in the vacancy must respond within five (5) calendar days. Should an employee fail to respond to notice of an

opening, the employee shall be removed from the recall list. Bargaining unit members shall be recalled in the reverse order of layoff, provided that the member recalled is fully competent to perform all the duties of the position and is willing to work the required hours. To the extent possible, the employee shall be reinstated at his or her previous salary at the time of layoff. However, in the event that the Agency has limited funds for the vacancy, the recall notice will so state; and the employee will be reinstated at the salary set forth in the recall notice or his or her previous salary at the time of layoff, whichever is lower. The Agency will make every effort to bring a recalled employee's salary up to his or her previous salary as soon as possible.

Section 8. An employee will be recalled as specified in Section 7 when there is a sustained increase in the workload for a three month period sufficient to meet the productivity or service requirements for at least a half-time position in that employee's program. An employee who declines a recalled position of fewer weekly hours than the employee's former position shall retain recall rights as specified in Section 7.

Section 9. Upon layoff, an employee shall be paid for unused accrued vacation time up to a maximum of fifteen (15) days. The employee will be given full access to health insurance under COBRA or any other relevant legislation.

#### ARTICLE 19 – STAFF DEVELOPMENT

Section 1. Each employee of the Agency will be encouraged and assisted to further his or her personal and career development through academic study and by such other means as will contribute to further service to the Agency and not conflict with regular duties. Payment of fees for conferences or other training experiences may be made only when funds for such purposes are available in the approved budget of the program concerned. Decisions to expend staff development funds are made at the sole discretion of the CEO and are not subject to the grievance and arbitration procedures.

Plans for staff development activities can only be authorized when approved through formal channels and when such plans:

- (a) Are complementary to Agency purposes.
- (b) Are deemed to be of special or needed benefit to the individual's career.
- (c) Are submitted in advance for appropriate approvals.
- (d) Will not interfere with satisfactory discharge of responsibilities even though training may occur during normal working hours.

A committee will be established to develop a plan and procedure for staff training and development.

Section 2. An extended educational or training leave without pay of up to 90 days may be granted to employees who have been employed by the Agency for at least four years. This leave, as with all leave without pay, may only be approved by the CEO. Such approval will not be unreasonably denied and will be based upon the service needs of the program during the period of the employee's intended absence, and seniority.

Section 3. Subject to the provisions of Section 1, the Agency shall, on July 1 of each year, provide for each employee to use \$200 and up to three and one half compensated days off (four days in the first year for REACH clinical staff) both pro-rated according to full-time equivalency, to be used for staff development during the fiscal year. Where any employee attends a non-mandatory in-house training offered or provided by ServiceNet, Inc., which can be used for CEU credits, the Agency shall deduct \$100.00 from each of the attending employees' \$200.00 allotment.

Section 4. Within each program of the Agency, the funds designated for employee training, as referenced in Section 3, that are unused by May 1 will be made available to the program for training-related activities or purchases. The use of the funds will be decided by program staff with the program director. Any expenditures must be made by June 30.

Section 5. Requests for compensated or uncompensated time off for staff development and requests for Agency funds for staff development will be made on the then-current Staff Development Request Form or other form required by the Agency, and are subject to operational need.

#### ARTICLE 20 – HEALTH AND WELFARE

Section 1. Health Insurance. Under the terms of group plans as provided by the employer, and effective July 1, 2008:

1. For an Individual plan, the Agency will contribute 85% of the cost of the premium of the least expensive Individual plan offered for employees hired on or before June 30, 2008 and 80% for employees hired on or after July 1, 2008.
  2. Newly hired employees will become eligible for the agency's group health plan on the first of the month following sixty (60) days of employment.
  3. For a Double plan, the Agency will contribute 70% of the cost of the premium of the least expensive Double plan offered;
  4. For a Family plan, the Agency will contribute 70% of the cost of the premium of the least expensive Family plan offered.
- (b) The Agency will make these contributions for regular employees who work at least half-time and it will be pro-rated in accordance with the employee's full-time equivalent base hours. However, the Agency contribution shall not be pro-rated for employees who are working less than full-time as of January 1, 1997.
- (c) The Agency will reimburse employees \$200 when the employee incurs a \$250 charge for outpatient surgery or a hospital admission under the Agency's health insurance plan between May 1, 2003 and April 30, 2004, provided that the employee earns less than \$30,000 on a full-time basis.
- (d) A committee comprised of up to five (5) bargaining unit members, as may be designated by the Union, will meet with ServiceNet management, prior to any changes being made in the group health insurance plan, to discuss whether to keep the current group health insurance plan in lieu of the other options which may be available at that time.

Section 2. Tax-Sheltered Annuity Plan. Employees are eligible after one year of continuous employment. All eligible employees hired before January 1, 1996 are fully vested. All employees hired after January 1, 1996 will be subject to the following vesting schedule: 1 year - 20% vested; 2 years - 40% vested; 3 years- 60% vested; 4 years - 80% vested; 5 years - 100% vested. The employee must contribute at least 0.5% of his/her annual salary or \$60.00/year, whichever is greater, to participate. The Agency will contribute according to the following schedule: Any employee contribution of 0.5% to 1.5% will be matched with an Agency contribution of 1.5%. Employee contributions of 1.5% to 3.6% of the employee's base salary will be matched by the Agency on a 1-to-1 basis.

Section 3. Life Insurance. The Agency will pay full cost of the premium for group policy with a benefit equal to employee's annual salary, rounded to next highest thousand dollars.

Section 4. Dental Insurance. The Agency will not contribute to the cost of dental insurance, but will make a group dental policy available to employees and will make the necessary payroll deductions and payments to the carrier.

Section 5. Long Term Disability. The Agency provides long term disability insurance for employees working 30 hours or more per week. Employees in this category who become disabled will be eligible for long term disability income benefits, to age 65, subject to the definitions, terms and conditions of the disability policy provided by the employer and under the following conditions:

- All accrued sick, vacation, personal and unused holiday time must be used before any disability pay may be claimed.
- After all accrued time has been used, employees working 30 hours or more per week will receive 60 percent of the pre-disability salary for up to three months following the date of disability or until they become eligible for the group disability plan, whichever occurs sooner.
- After all accrued time has been used, employees working 30 or more hours per week who are disabled for at least three months will be paid 60 percent of the employee's salary through a group disability income insurance policy. All full-time employees become eligible for the disability insurance coverage on the first day of the month following the date of their employment.

Once all conditions for long term disability have been met, the Agency self-insures for up to this initial three month period. During this three month period, the Agency will continue to pay its portion of the health insurance benefits held at the time the disability occurred, without exception.

## ARTICLE 21 – HEALTH AND SAFETY

Section 1. The Agency and the Union recognize the importance of providing a safe and healthy working environment. The Agency pledges to make a good faith effort to provide such an environment for its staff. The Union pledges that employees will provide the Agency with prompt notification of any safety and health concerns. Subject to fiscal constraints and the necessity of maintaining an efficient operation, the Agency also agrees to continue to provide existing lounge

*SEIU 509/ServiceNet, Inc*  
*July 1, 2008-June 309, 2012*

facilities for staff.

Section 2. There shall be no smoking within any Agency facility with the exception of any designated smoking areas within 24-hour residential programs.

#### ARTICLE 22 – PERSONNEL RECORDS

Section 1. Each employee shall have the right, upon request, to examine and copy any and all material, including evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon authorization of the employee involved. Whenever possible, the Agency shall be provided at least forty-eight hours notice of a request to review personnel records and at all times when original records are under review, an Agency representative shall remain physically present with the original records.

Section 2. Whenever any material not generated and signed by the employee related to the employee's performance and/or behavior is placed into the personnel file of a current employee, the employee shall be promptly notified and given a copy thereof.

Section 3. Personal information in the personnel records (including address and telephone number) is regarded as confidential and shall not be released to other employees (except supervisors), or to outside parties except with the employee's written permission. The only exceptions to this policy are for information required by a government agency, or by court order, or under the Agency's agreement with Local 509, SEIU. Under such exceptions, the employee will be notified; whenever possible, 48 hours advance notice will be given.

#### ARTICLE 23 – NON-DISCRIMINATION

Section 1. The Agency and the Union agree not to discriminate on the basis of race, color, religion, sex, marital and/or parental status, national origin, handicap, age, sexual preference, political affiliation or Union membership as defined by law.

Section 2. If at any time an employee files a claim of discrimination with any state or federal agency or court, the employee thereby waives the right to bring or maintain a grievance or arbitration over the subject matter of that claim; and any grievance or arbitration proceedings concerning that claim which may already have taken place shall be terminated and any obligation imposed upon the Agency shall be rendered null and void.

#### ARTICLE 24 – SEXUAL HARASSMENT

Section 1. The Agency and the Union agree that sexual harassment in the course of employment constitutes serious misconduct and the Agency will apply appropriate discipline, up to and including discharge, to an employee who engages in such misconduct.

Section 2. In the event that the Agency fails to investigate and respond to complaints of harassment, the Union may grieve the issue .

#### ARTICLE 25 – JOB DESCRIPTIONS

All job descriptions will be objective, clear, and reflect the basic responsibilities and duties of the position. Should the Agency decide to change an employee's job description due to changing business needs, management will confer with the affected employee to discuss the revision(s). A union representative may be present at this meeting, at the employee's request, provided such meeting takes place within 10 business days of the Agency's notice to the employee.

#### ARTICLE 26 – TRANSFER OF EMPLOYEES

When the Agency determines that it is necessary to transfer an employee between programs or locations, the Agency will first request volunteers with the qualifications and skills needed to perform the duties at the new location or program. The Agency reserves the right to decline a volunteer's transfer, but will not unreasonably exercise this option. If no one volunteers, or if a volunteer's requests to be transferred is declined, the Agency will transfer an employee based on the Agency's determination of how to best meet the operational needs of the programs or locations involved. When the Agency determines that the transfer of more than one employee can meet operational needs, the Agency will transfer the employee with less seniority.

#### ARTICLE 27 – OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST

Section 1. The Agency has the right to limit any employee's non-Agency professional employment that creates a conflict of interest. A conflict of interest is defined as a professional activity that potentially competes with one or more of the Agency's activities.

Section 2. Employees shall not recruit the Agency's clients or funding sources for any personal business or any other outside activity. There shall be no use of the employer's facilities, supplies or personnel for any outside activity unless approved by the CEO.

Section 3. There shall be no use of the Agency's name in personal promotional materials unless approved by the CEO or designee.

Section 4. Employees will use the established Agency form to notify the Agency of their compliance with this policy or actual or potential conflicts with this policy. Supervisory signature will confirm compliance with this policy.

Section 5. If an employee is determined by the Agency to have a conflict of interest, the employee has the right to the grievance procedure, which can include expeditious arbitration. The employee may remain in his/her employment situations until an agreement or settlement is reached unless such employment poses substantive financial or legal liability for the Agency.

Section 6. When a grievance agreement or settlement is reached that determines the existence of a conflict of interest, the employee may be allowed six weeks to remove the conflict of interest unless such time allowance poses substantive financial or legal liability for the Agency.

Section 7. Violation of the rules on conflict of interest is a serious offense and may be grounds for dismissal.

## ARTICLE 28 – BILLABLE SERVICE HOURS

Section 1. The Division Director and subgroup of employees having a similar job description will establish a productivity expectation for their group. Disagreements will be resolved by the following process. An initial appeal can be made to the Division Director. The employee(s) may further appeal to the Clinical Director or the Medical Director and then, if desired, to the Chief Executive Officer. Employees will be informed of their billable productivity level on a regular, ongoing basis.

Section 2.

- a) Staff in the following positions providing Outpatient Services may be required to provide up to 25 billable service hours per week: Outpatient Therapist, Outpatient Therapist (LICSW), Outpatient Therapist (Lic. Psych.), Outpatient Therapist (LMFT), Outpatient Therapist (LMHC).
  
- (b) Staff in the following positions providing Early Intervention Services may be required to provide up to 21 billable service hours per week: Early Intervention Specialist 1, Early Intervention Specialist 1 (CEIS), Early Intervention Specialist 2, Early Intervention Specialist 2 (CEIS), Allied Health Professional, Allied Health Professional (CEIS)

Section 3. Each employee will receive a quarterly report on his/her Billable Service Hour performance no later than July 31st, October 31st, January 31st and April 30th.

REACH clinicians may request full productivity credit, including towards excess productivity pay, for a scheduled group that turns out to no produce Billable Service Hours for the clinician because other clinicians have provided Billable Service Hours to group members.

When the REACH Program or the Outpatient Clinic is closed due to Inclement Weather, Billable Service Hours that are cancelled due to that closing will not count against a REACH or Outpatient clinician's annual productivity requirement. However, those cancelled hours will not count towards excess productivity pay.

Section 4. Play group leaders will receive an additional 0.50 hours of billable service hour credit for each play group the leader sets up and breaks down on his/her own.

## ARTICLE 29 – TRAVEL EXPENSE

Section 1. Automobile travel in the course of the employee's work shall be reimbursed at rate of \$.37 effective July 1, 2006.

Section 2. Staff who travel extensively on Agency business during a fiscal quarter will receive additional mileage reimbursement of \$0.03 per mile for travel. This additional reimbursement shall be paid quarterly, approximately one month after the end of each fiscal quarter. Since travel expense is submitted on a biweekly basis, two quarters each year will each be 12 weeks and two quarters will each be 14 weeks. The additional reimbursement will be paid to staff who travel at least 600 miles on Agency business during a 12-week quarter and 700 miles during a

14-week quarter. This reimbursement shall be for full quarters only (i.e., it shall not be pro rated).

Section 3. Parking fees and tolls incurred for authorized Agency business at other than a Agency-operated site shall be reimbursable.

Section 4. Claims for reimbursement must be made on the Agency's authorized forms and must be made within 35 days of the incurred expense. Reimbursement for mileage expenses incurred more than 35 days later shall be made at the discretion of the Employer. End-of-fiscal year claims must be made by July 15th.

Section 5. Reimbursement for claims which meet these conditions will be made within 30 days of receipt.

Section 6. Staff whose job responsibilities require extensive travel and who consequently have significant approved use of personal cell phones for Agency business on a regular basis may, with the prior approval of the CEO or his/her designee, be reimbursed at the Agency's set rate for cell phone calling plan reimbursement in accordance with Agency policy and procedures. This reimbursement shall be pro rated in accordance with the employee's full-time equivalent base hours.

Section 7. If the Agency increases the mileage reimbursement rate for non-union staff during the term of this agreement, the mileage reimbursement rate for staff covered by this agreement will be simultaneously increased to the same rate.

#### ARTICLE 30 – INCLEMENT WEATHER

Section 1. From time to time, Agency programs may close due to inclement weather. Program Directors are solely responsible for deciding when this occurs. Radio stations WHMP (Northampton - FM 99 and AM 1400) and WRSI (Northampton Greenfield - FM 93.9) will be notified of the cancellation by 7:45 a.m.

Section 2. All employees scheduled to work on a day declared as a weather emergency will be paid for that day. Employees will not be paid additionally for reporting to work on a day which is declared a weather emergency day by the Agency.

Section 3. Employees who are delayed or prevented from working because of inclement weather which has not resulted in an emergency closing of the Agency must notify their supervisor within two hours of their usual arrival time at work and shall (1) deduct the work time lost from their accrued vacation leave; or (2) with their supervisor's approval, make up this lost time within a one-week period.

Section 4. Notwithstanding anything in this section to the contrary, certain employees, such as employees involved in "24 hour" operations and employees designated critical by the CEO, are expected to work on days when the Agency is closed due to inclement weather. Employees in twenty-four (24) hour programs who are required to stay beyond their normally-scheduled shift at the request of the Agency because of inclement weather shall be entitled to be paid for all additional

hours worked at one and one-half times their regular hourly rate. If an employee cannot stay due to other pressing obligations, his/her supervisor shall make all reasonable efforts to locate a substitute.

### ARTICLE 31 – COMPENSATION

Section 1. Each employee will receive a 3.00% increase as of the first pay period beginning on or after July 1 during each year of this Agreement.

Section 2. Employees who have productivity requirements under Article 28 who exceed the annual requirement during the fiscal year will receive additional pay of \$30.00 per hour for those hours above the requirement except for Allied Health Professionals who will be paid \$35.00 per hour. The dollar amounts indicated in this section represent the prevailing fee for service rates at the time of ratification. In the event that the prevailing fee for service rate increases during the life of the agreement, the Parties agree that the dollar amounts listed in this section will also increase.

Section 3. All Crisis Clinicians will be paid a shift differential of \$1.50/hr. for each hour worked in the following circumstances:

- (a) any shift which begins after 3:30 P.M. weekdays; or
- (b) any shift which includes at least six hours between 3:45 P.M. and midnight weekdays; or
- (c) any shift on a Saturday, Sunday or holiday.

This shift differential does not include hours worked between midnight and 8:00 A.M.

Section 4. Newly hired or transferred employees will be given a rate of pay according to their relevant experience, academic credentials and second-language proficiency, all as determined by the Agency. When such a salary placement is made in any one of the job titles listed below, any existing employee in the affected job title who is paid at a lower rate and whose relevant experience, academic credentials and second-language proficiency, all as determined by the Agency, equals or exceeds that of the newly-placed employee, will be placed at the same rate as the newly-placed employee. This section applies to all Outpatient Therapist, Crisis Clinician, Medication Clinic Nurse, Early Intervention Specialist 2, and Allied Health Professional job titles

### ARTICLE 32 – NOTIFICATION CLAUSE

In the event of any planned merger, affiliation or similar agreement, the employer shall give 60 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 play in the success of the merged or affiliated organization. Therefore, the employer agrees to meet with the Union within a 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 33 – LABOR/MANAGEMENT ADVISORY COMMITTEE

The Employer and the Union agree to establish a Labor-Management Advisory Committee that will function as follows: A liaison committee consisting of not more than five (5) Union members, and not more than five (5) members of management will meet as needed for the purpose of discussing matters of mutual interest and concern. "As needed" shall be defined as a request from the bargaining unit or management to meet when needed. Meetings may be scheduled not more than once a month, with at least two weeks notice given, except in cases which are mutually agreed to be emergency situations. This committee shall serve solely in an advisory capacity. Upon the request of the committee, a Union representative may be present at such meeting. Time spent in committee meetings shall count as time worked to a maximum of 2 hours per month per employee.

### ARTICLE 34 – NO STRIKE - NO LOCKOUTS

The Agency agrees that as long as this Agreement is in effect, there shall be no lockouts. The Union agrees that there shall be no strikes, sympathy strikes, mass sick days, sit-downs, slowdowns, stoppages of work, picketing, boycotts, or any similar interference with the operation of the Agency, during the term of this Agreement. If there is any violation of the foregoing provision, the Agency can take disciplinary action, including discharge.

### ARTICLE 35 – CONTRACT SAVINGS CLAUSE

If any term, provision, or condition of this contract is held to be unlawful, illegal, or in violation of government regulations, the parties will confer in an effort to agree upon suitable substitutions. Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently-enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; and they shall remain in full force and effect.

### ARTICLE 36 – POLITICAL EDUCATION

All bargaining unit members who wish to participate in a one-day per year Union-sponsored activity intended to educate state officials or the public about the importance of increased state funding for human services employees may be granted, subject to the Agency's determination of operational need and, when applicable, completion of productivity requirements, unpaid release time to participate in that activity. Upon request, the Union shall provide the Agency with a list of

employees who participated in the activity.

In order for the Agency to properly ensure that operational needs are met, all bargaining unit members who wish to participate in the Union-sponsored educational activity must request the unpaid release time in writing from his/her supervisor at least ten working days prior to the scheduled date of the activity. The supervisor shall grant the unpaid release subject to the supervisor's determination of operational need.

The Union agrees that these educational activities shall not identify the Agency as the target of the activities and shall not take place within 100 yards of any of the Agency's sites.

ARTICLE 37 – BUDGET MONITOR

Copies of funding source contracts may be reviewed by any Union member by arranging an appointment with the Director of Administration and Finance of the Agency or his/her designee.

Up to five (5) employees may be designated as Budget Monitors. Twice each year, the Agency will make a training session available for interested Budget Monitors. The Agency will make available to each Budget Monitor the annual expense budget for the programs that include bargaining unit members. In addition, the Agency will make available to the Budget Monitors copies of the monthly budget/expenditure report for those programs. Budget Monitors may submit written recommendations to the Director of Administration and Finance for those programs' budget and expenditures. These recommendations may be taken into consideration by the Agency for future planning.

ARTICLE 38 – DURATION AND RENEWAL

This Agreement shall become effective July 1, 2008, except as otherwise specifically provided for herein, and shall remain in full force and effect until June 30, 2012. This Agreement will continue in effect from year-to-year thereafter, unless written notice of desire to modify or terminate this Agreement is given by either party to the other party by certified mail 90 or more days prior to the expiration of the Agreement or any written extensions of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the 1<sup>st</sup> day of August 2008.

SERVICENET, INC.

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 509

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

**SIDE LETTER BETWEEN SERVICENET, INC. AND SEIU, LOCAL 509**

**PAYMENT FOR EXCESS BILLABLE SERVICE HOURS**

Compensation for employees who exceed the billable service requirements (as described in Article 28 and Article 31) will be paid according to the following schedule:

1. Payment for a calendar month-of-service will normally be made no later than the end of the 2<sup>nd</sup> month following the month-of-service (i.e., by September 30 for July, by October 31 for August, etc.)
2. Payment will be based on excess billable hours for the month of service net of any underage in the following month (for example, if July is over but August is under, the payment at the end of September is, in effect, July minus August). Payment will also be net of any year-to-date underage.

The Parties acknowledge that pay periods within a month generally do not coincide with the billing period of a month. Given that limitation, compensation will be based on the Agency's determination of individual productivity.