

AGREEMENT BETWEEN  
NORTH SUFFOLK MENTAL HEALTH ASSOCIATION, INC.

and

SERVICE EMPLOYEES INTERNATIONAL UNION  
(SEIU) LOCAL 509, HEALTH CARE DIVISION

May 1, 2006 – Midnight, May 1, 2009

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NORTH SUFFOLK MENTAL HEALTH ASSOCIATION  
and  
LOCAL 509, HEALTH CARE DIVISION  
SERVICE EMPLOYEES INTERNATIONAL UNION

AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the NORTH SUFFOLK MENTAL HEALTH ASSOCIATION, INC. ("Association") and LOCAL 509, HEALTH CARE DIVISION, 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 bargaining unit and to assure proper 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 causes; improvement in the quality of the workplace, including communication and cooperation between all employees and management.

ARTICLE 1 - RECOGNITION AND DEFINITIONS

(a) Recognition. In accordance with the certification of the National Labor Relations Board, Case Number 1-RC-17,809 dated March 25, 1983, and the provisions of the National Labor Relations Act ("Act"), the Association recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment for all regular full-time and regular part-time professional employees employed by the Association at all its facilities and locations in the Boston area, including registered nurses, psychologists, social workers, speech therapists, occupational therapists, rehabilitation counselors, special educators, Cambodian outreach worker, mental health assistants, developmental specialists and teacher aides, but excluding all other employees, guards and supervisors as defined in the Act.

(b) Definition of Regular Full-time Employees. For the

purpose of this Agreement, regular full-time employees means those employees who have satisfactorily completed the probationary period, described in Article 2 in a classification covered by this Agreement and who are scheduled to work at least forty (40) hours per week on a regular and continuous basis.

(c) Definition of Regular Part-Time Employees. For the purpose of this Agreement, regular part-time employees means those employees who have satisfactorily completed the probationary period, described in Article 2 in a classification covered by this Agreement and who are regularly scheduled to work less than forty (40) hours per week. Regular part-time employees who work less than twenty (20) hours per week shall be ineligible to receive or accrue a benefit under this Agreement. Regular part-time employees who work at least twenty (20) hours per week shall be entitled to receive or accrue benefits where specifically provided in this Agreement. When such part-time employees are provided benefits in this Agreement, the amount of the Association's contribution or benefit will be determined pro rata on the basis of the part-time employee's regularly scheduled hours as a percentage of forty (40) hours unless provided to the contrary elsewhere in this Agreement.

(d) Temporary Employees.

(i) 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 be subject to any provisions of this Agreement.

(ii) A professional position which has existed or a temporary employee who has been employed for longer than one (1) calendar year shall be included in the bargaining unit.

(e) In the event that an individual provides out-patient mental health treatment on a fee-for-service basis for twenty (20) or more hours on a regular basis, s/he will be made a regular employee.

## ARTICLE 2 - PROBATIONARY PERIOD

Any newly hired employee shall be deemed to be on probation for a period of six (6) continuous calendar months of service uninterrupted by any type of service break from the date of his/her most recent hire. A probationary employee may be discharged or disciplined in the sole discretion of the Association and neither the employee nor the Union shall have any recourse to the grievance and arbitration procedure of this Agreement over such discipline or discharge. Unless otherwise provided to the contrary in this Agreement, a probationary employee shall not be entitled to any benefits set forth in this

Agreement.

### ARTICLE 3 - NON-DISCRIMINATION

(a) The Association and Union agree not to discriminate on the basis of race, color, religion, sex, marital and/or parental status, national origin, handicap, age, sexual orientation, or union membership as defined by law.

(b) 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 Association shall be rendered null and void.

### ARTICLE 4 - UNION SECURITY

#### (a) Union Membership or Service Fee

(i) All present employees who are members of the Union on the effective date of this Agreement or the date of execution of this Agreement, whichever is later, shall remain members in good standing by the payment of their regular dues as a condition of employment. All employees covered by this Agreement who are not presently members of the Union and all future hires shall within thirty (30) days of hire or within thirty (30) days of the effective date of this Agreement or the date of execution of this Agreement, whichever is later, as a condition of employment, either (1) acquire and maintain membership in the Union in good standing, or (2) tender to the Union a service fee equal to the periodic dues uniformly required as a condition of membership in the Union.

(ii) Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such employee shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to such dues to a charity to be jointly agreed upon by the Association, the Union, and the employee involved. Upon request by the Union, the Association shall be required to furnish satisfactory evidence that such deductions are being made and transmitted to the appropriate charity.

(iii) The Union shall indemnify, defend and save the Association harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action by the Association for the purpose of complying with

this Section.

(b) Dues or Service Fee Deduction.

(i) The Association will deduct Union dues and initiation fees or 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 period.

(ii) 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 Association not later than fifteen (15) days following the period in which the deductions were made.

(iii) All remittances to the Union of dues and initiation fees deducted shall be accompanied by a listing specifying the employees from whom the deductions were made and the amount of the deductions.

(iv) The Association 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 Association harmless from any claims, actions or proceedings by any employee arising from deductions made by the Association hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

(c) Notification. The Association will notify the Union of changes in personnel, including the name, address, classification, starting date, step scale placement, program, site assignment, description of "creditable experience" based on prior job experience as outlined in Appendix B, and a copy of the employee's resume that was used to determine such "creditable experience" of each new employee as well as for those employees who have terminated. Such notification to the Union shall be made monthly to the assigned Union Representative and the Union Membership Chairperson.

ARTICLE 5 - MANAGEMENT RIGHTS

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the Association, all rights, functions and prerogatives of the management of the Association formerly exercised or exercisable by it remain vested exclusively in the Association. Without limiting the generality of the foregoing, the Association specifically reserves to itself the management of the Association 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; to determine and redetermine productivity and work load 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 Association 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 reduce hours or 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 Association or any of its parts to other areas; and to extend, maintain, curtail, or terminate all or any part of the Association's operations or facilities.

#### ARTICLE 6 - NO STRIKE

(a) The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit-in, picketing, interruptions or delays of work of any kind, or any other direct or indirect interference with the activities or operations of the Association or threat of such actions.

(b) The Association may take disciplinary action, up to and including discharge, against any employee who instigates, participates in or gives leadership to any activity prohibited in this Article. Such action by the Association shall not be subject to the grievance and arbitration provision of this Agreement, except as to the question of whether or not the employee who has been disciplined in fact instigated, participated in or gave leadership to any prohibited activity.

(c) No officer or representative of the Union shall authorize, instigate, aid or condone any of the activities set forth in Section (a) of this Article.

(d) In the event of any unauthorized strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit-in, picketing, interruptions or delays of work of any kind, or any other direct or indirect interference with the activities or operations of the Association, the Union will take every reasonable action to effect a cessation of such unauthorized activity without delay.

ARTICLE 7 - UNION BUSINESS

(a) Union Stewards. The parties agree that the Union shall be allowed to have one (1) steward for each program area up to a total of seven (7) stewards. The Union shall provide the Association with a written list of current stewards and alternates.

(b) Union Meetings. With the prior approval of his or her supervisor, two (2) representatives designated by the Union may be granted up to three (3) days unpaid leave of absence in any one (1) calendar year for the purpose of attending Union conventions or conferences. Unpaid leave not to exceed one (1) day per month shall also be granted to an elected executive board member for the purpose of attending executive board meetings of the Local.

(c) Bulletin Boards. The Association will provide bulletin boards for the use of the Union in exhibiting official Union notices such as notices of Union meetings and elections and listing of Union officers.

(d) Union Leave of Absence. Upon request of the Union, an unpaid leave of absence may be granted at the sole discretion of the Association to an employee to perform full-time official duties on behalf of the Union. Such a leave may not exceed one (1) year.

(e) Access to Premises. Upon prior approval, which will not be unreasonably denied, of the Chief Executive Officer or his or her designee, a Union staff representative shall be permitted access to the Association's premises for the purposes of conducting Union business.

(f) Use of Premises. With the prior approval of the Chief Executive Officer or his or her designee, the Union shall be permitted to have reasonable use of the Association's premises for the transaction of Union business regarding the bargaining unit.

(g) C.O.P.E. Deductions (Committee on Political Education)

1. An employee may consent in writing to the authorization of the deduction of a political education fund fee from her/his wages and to the designation of the Union's COPE fund 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 fee authorization by giving written notification to the Employer's payroll department who will forward a copy of the cancellation letter to the Union.

2. 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 an electronic list of employees whose political education fund fees are transmitted. Such transmission shall follow the same schedule as the transmission of dues.

#### ARTICLE 8 - DISCHARGE AND DISCIPLINE

(a) No employee covered by this Agreement shall be disciplined or discharged except for 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.

(b) The Association recognizes the right of an employee, who reasonably believes that an investigatory interview with a supervisor might result in discipline, to request the presence of a Union representative at said interview. If such a request is made, the Association agrees to either postpone the interview for a reasonable period of time in order to allow a Union representative to be present or to cancel said interview.

(c) The Association will give written notice to any employee who is disciplined or discharged outlining the reasons for the Association's actions one (1) working day after the action has been taken. A copy of this notice will be mailed to the Union at the same time unless the employee requests that the Union not be given a copy of the letter. In such cases, the Union will be notified only that the employee was disciplined or discharged without any further specificity.

#### ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

(a) For the purpose of this Agreement, a grievance is defined as any dispute or difference as to the meaning or application of this Agreement which arises during the term of this Agreement between the employees, the Union and the Association. No grievance shall be considered under the grievance procedure unless it is presented as provided below. If a grievance is once settled at any of the following steps, it shall be considered closed and shall not be subject further thereafter to 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. In the event that the employee requests and the Association agrees, a Union steward may be present during such informal discussions. 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 either any other employee or of the Association. 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 Association.

Step 1. The aggrieved employee, with or without his or her Union representative, shall take up the grievance, which shall be in writing and will include an explanation of their position, with his or her immediate supervisor or his or her designee within fifteen (15) workdays after the circumstances giving rise to the grievance first occurred or the employee knew or should have known of said circumstances. The supervisor shall give his or her written answer (which is to include at least an explanation for the decision) within ten (10) workdays.

Step 2. If settlement is not reached in Step 1, then the grievance shall be presented in writing (which is to include at least an explanation of their position for advancing the grievance) by the Union representative to the Chief Executive Officer or his or her designee within seven (7) workdays after the conclusion of Step 1. If either party requests, a meeting may be held. Within fourteen (14) workdays after receipt of the grievance, the Chief Executive Officer or his or her designee will give the Association's answer in writing (which is to include at least an explanation for the decision).

Step 3. (a) If settlement is not reached in Step 2, then either party may by written notice (which is to include at least an explanation of their position for advancing the grievance) to the other and submit the grievance to arbitration, provided that such notice is given within thirty (30) workdays after the Association has given its decision in Step 2. The parties shall promptly attempt to agree upon the choice of an arbitrator. If such agreement has not been reached within ten (10) working days of receipt of the arbitration notice, the arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change, make awards retroactive beyond the date of the grievance, or disregard any of the provisions of this Agreement. The fees and other charges of the arbitrator shall be divided equally between the parties.

(b) The Association shall have the right to utilize Steps 2 and 3 of the grievance procedure with respect to any grievance, or dispute which the Association may have against the Union or any of its members. Such an action shall be initiated by a letter from the Association to the Union.

(c) The Union may choose to file a grievance at Step Two if it involves a suspension or termination case or a case which has more than one grievant filing on the same issue.

(d) Any grievance upon which a disposition is not made by the Association within the time limits prescribed, or any written

extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for the disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition. The term "workdays" wherever used in this Article shall mean and include any calendar day other than a Saturday, Sunday or holiday.

#### ARTICLE 10 - SENIORITY

(a) Definition.

(i) Seniority shall mean an employee's continuous and uninterrupted service at the Association, unbroken by any of the reasons specified in Section (b). Seniority shall be acquired according to the rules set forth in the following paragraph.

(ii) The seniority of regular full-time employees and regular part-time employees who work twenty (20) or more hours per week shall date from the employee's most recent date of hire. All Commonwealth employees who become Association employees shall receive credit for continuous and uninterrupted Commonwealth service in the Harbor Area and prior Association service at the Association in the same manner as if they had been Association employees after they have been employed by the Association for one (1) year for purposes of reduction in force and vacation accrual. The one (1) year waiting period for the crediting of seniority shall not apply to any employee whose most recent transfer to a Commonwealth position was at the Association's request. Employees shall not continue to accrue seniority during periods of layoff or leave of absence.

(b) An employee's seniority and his or her employment with the Association shall terminate upon the occurrence of any of the following:

- (i) Resignation;
- (ii) Discharge or termination.

(c) If an employee is rehired by the Association and works a period of time equal to the time s/he was terminated from the Association, the employee will be credited with the seniority s/he had prior to the termination for purposes of reduction in force and vacation accrual.

#### ARTICLE 11 - REDUCTION IN FORCE

(a) The Association at its sole discretion shall determine the activities, operations or duties to be discontinued or curtailed and the numbers, and classifications of employees to be laid off because of lack of work, reorganization or fiscal constraints.

(b) When the Association determines that it is necessary to reduce its working force, the Association will notify the Union as soon as possible of any decision to layoff bargaining unit employees, and will discuss issues and alternatives provided that such obligation does not in any way limit the Association's right to take such actions regarding a reduction in force which it deems necessary or appropriate or to take such action in a timely fashion.

(c) The Association will post a notice announcing the layoff and the affected programs and classification(s), and number of employees. Any employee within the affected classification willing to accept voluntary layoff shall apply in writing to the Chief Executive Officer within the period specified in the notice.

(d) In the event that a reduction in force is required, seniority shall govern and the least senior employee in any affected program in any affected classification shall be laid off provided that where between two or more employees in a given classification in such a program their qualifications, experience, performance, productivity and reimbursability are relatively equal. Where qualifications, experience, performance, productivity and reimbursability rather than seniority is used to determine the employee to be laid off, in any dispute between the parties the employees affected should be compared to the least senior employee in such a program in the classification.

(e) In the event that a transfer is required because of a layoff, the Association has the right to select the employee to be transferred under Article 13 (b). The notification and discussion required therein is to be concurrent with the discussions provided for in this Article.

(f) The Association may exempt from layoff (i) any employee required in order for the program to remain in compliance with, and reimbursable under, any law, regulation or contract; (ii) any employee with special job related skills or sex necessary to meet the needs of a population which would not otherwise be served; (iii) any employee whose layoff would result in a loss of a contract to the Association; and (iv) any employee who is a member of an underrepresented race. When making a determination under this Section, all professional clinical employees, including Commonwealth employees, should be taken into consideration. This exemption section shall not be arbitrarily applied.

(g) The Association at its sole discretion may lay off part-time employees, who work less than twenty (20) hours per week, first.

(h) Notification/Severance.

(i) The Association will make every effort to give the affected employee at least four (4) weeks advance notice, and in

no event less than three (3) weeks 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 Association.

(ii) The Association shall give each laid off employee one (1) week severance pay or one (1) week pay in lieu of a week of notice required by Section (h) (i) of this Article. The pay shall be at the employee's regular weekly salary for his/her regularly scheduled hours.

(i) Recall. An employee affected by this Article will retain recall rights for one (1) year. When a vacancy occurs, in an employee's former program and classification, the Association 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) workdays.

The method for recall shall be the same as provided for layoff in Section (d) above. Employees on the recall list may waive their Notification and Recall Rights, by requesting in writing that the agency do so. To the extent possible, the employee shall be reinstated at his or her previous salary at the time of the layoff. However, in the event that the Association 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 Association will make every effort to bring a person's salary up to his or her previous salary as soon as possible.

(j) Upon layoff, an employee shall be paid for unused accrued vacation time up to a maximum of twenty (20) days.

#### ARTICLE 12 - WORK SCHEDULE

(a) The normal workweek for regular employees begins on Sunday and ends on the following Saturday. A full-time workweek shall consist of forty (40) hours, including a half hour (1/2) meal period each workday. This Section shall not be construed as, and is not a guarantee of, any number of hours of work per day or per week.

(b) If the Association determines that it will regularly schedule employees, other than employees in CES, to work weekends, the Association agrees to negotiate its proposed schedule change and the impact on bargaining unit employees with the Union.

(c) The supervisor of each employee shall determine the daily and weekly number of hours and the schedule of hours each employee shall work. Consistent with the reasonable operating needs of the Association, employees shall be permitted to set

their own client schedules. In the event of any scheduling dispute, the employee's supervisor shall set the schedule. Unless otherwise indicated, the number of regular weekly hours scheduled also will be used for purposes of computing a part-time employee's share of any benefits to which s/he may be entitled pursuant to this Agreement, regardless of the number of hours actually worked.

(d) It is recognized and understood that deviations from the employee's regular schedule of work will be necessary and will unavoidably result from causes such as, but not limited to, vacation, leaves of absence, evening, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies. No such deviations shall be considered a violation of this Agreement.

(e) The Union acknowledges that the employees covered by this Agreement are professional employees, that it is not possible to prescribe precise hours of work and that it sometimes will be necessary for employees to work in excess of forty (40) hours per week. If requested to work overtime, an employee will be expected to do so unless s/he is excused for good cause.

(f) Compensatory Time. Whenever an employee works above and beyond his or her regularly scheduled hours (i.e. forty (40) hours for a full-time employee), s/he will receive compensatory time on an hour-for-hour basis in minimum increments of one-half (1/2) hour. To be eligible for compensatory time the employee must obtain the prior approval of his or her supervisor prior to working the additional time except for cases when a clinical emergency arises in which event the employee must obtain his or her supervisor's ratification of the compensatory time work as soon as possible. Employees should schedule the use of compensatory time off with prior supervisory approval within ninety (90) days of its accrual. Except in unusual circumstances, an employee shall not carry more than forty (40) hours of compensatory time at any one time.

#### ARTICLE 13 - JOB OPENINGS AND TRANSFERS

(a) Job Openings. Whenever a permanent vacancy in a bargaining unit position occurs which the Association determines will be filled, a notice of such vacancy will be posted on appropriate bulletin boards for a period of five (5) workdays. Employees interested in applying for such posted position shall express their interest in writing to the Chief Executive Officer or his or her designee within the posting period. All internal applicants who meet the minimum qualifications for the position shall be interviewed and considered for the open position. This provision shall in no way limit the Association's right to seek applicants from any outside source. If the decision is made to seek applicants from outside the bargaining unit, notice of this fact shall be given to all internal applicants.

(b) Transfers. Whenever a transfer is necessary, the

Association shall notify the Union and discuss with the Union options. If the Union and the Association are unable to reach agreement on a reasonable alternative to the transfer, the Association shall post a notice indicating which work location is overstaffed and which understaffed. Employees may then volunteer to transfer to the understaffed location(s). The most senior qualified volunteer will then be transferred. If there are insufficient volunteers, the least senior qualified employee will be transferred from the overstaffed location to the understaffed location. For purposes of this Section, the transfer shall also take into consideration programmatic concerns. Therefore, child team workers may be transferred to child or adult team positions but shall not be required to transfer to geriatric team positions; geriatric team workers may be transferred to geriatric or adult team positions but shall not be required to transfer to child team positions; adult team workers shall not be required to transfer to either child or geriatric team positions. For purposes of this Section, employees in Early Intervention and Project Concern/CES are considered on a child team and Day Treatment employees are considered on an adult team.

#### ARTICLE 14 - HOLIDAYS

(a) All regular full-time and regular part-time employees shall receive the following paid holidays as provided herein. All holidays will be observed on the day recognized under state law.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

(b) If a holiday falls on an employee's workday s/he will be paid for the number of hours s/he is scheduled to work as holiday pay at his or her regular salary rate.

(c) Any regular employee required to work on one of the above holidays shall be paid at his or her regular salary rate and shall be given a day off at a later date which is mutually agreeable to the Association and the employee. The employee has the obligation to ensure that the day off is scheduled and taken within sixty (60) days of the holiday.

(d) In the event that a holiday falls during a regular employee's paid vacation, or on the employee's regularly scheduled day off, the employee shall be given a day off at a later date which is mutually agreeable to the Association and employee. The day off shall be on a pro-rated basis with the employee's regularly scheduled weekly hours as the numerator and five (5) as the denominator. The employee has the obligation to ensure that

the day off is scheduled and taken within sixty (60) days of the holiday.

(e) Except as provided in Section (d) of this Article, no holiday pay will be provided unless an employee has worked his or her full last scheduled workday preceding the holiday and his or her full first scheduled workday after the holiday, unless excused by the Association. If an employee is sick on the holiday, the holiday must be taken as a holiday and may not be charged to sick leave.

(f) Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence, layoff, or terminal vacation.

#### Article 15 - Vacation Time

(a) Employees hired before July 1, 2006 will have their current accrued vacation and personal days rolled into a single pool which may be used as time off for any purpose.

These staff will accrue Vacation Time at the following rates:

0-3 years:	18 days a year maximum
at the beginning of year 4:	23 days a year maximum
at the beginning of year 10:	26 days a year maximum

(b) All staff, hired from July 1, 2006 on, will begin to accrue Vacation Time upon hire and will be eligible to use it after three consecutive months of service. Such staff will accrue Vacation Time at the following rates:

0-2 years:	10 days a year maximum
at the beginning of year 3:	15 days a year maximum
at the beginning of year 4:	20 days a year maximum
at the beginning of year 10:	26 days a year maximum

(c) All Vacation Time accruals are 100% payable upon termination according to Massachusetts' law.

(d) Employees must give as much notice as possible to use Vacation Time.

(e) Regular part-time employees, upon successful completion of three (3) consecutive months of service, shall be entitled to receive vacation time on a prorated basis as provided in Article 1 (c) subject to the conditions contained in this Article.

(f) Paid vacation time should ordinarily be scheduled for full weeks, and in any case, should be taken in whole scheduled workdays. Paid vacation may not be taken until earned. All vacations must be approved in advance by the employee's supervisor.

(g) The employee's vacation pay shall be computed on the basis of his or her regular salary at the time s/he begins to take vacation.

(h) Vacation time maximum accruals are based on years of service and standard weekly hours.

(i) Once in each year an employee who has taken at least two (2) weeks of vacation may receive pay for earned, but unused vacation up to a maximum of two (2) weeks. The Association shall develop reasonable procedures and limitations to implement this section.

(j) Vacation will not be earned during a leave of absence, layoff, or any other unpaid absence or terminal vacation.

#### ARTICLE 16 - SICK LEAVE

After three (3) months of employment, all full-time and part-time employees who are absent from work on account of personal illness or accident shall be entitled to receive sick leave pay for each workday missed on account of any such illness or accident, subject to the following conditions:

(a) A full-time employee shall accrue sick leave benefits from his or her date of employment, at the rate of one (1) day for every month worked or paid for, to a maximum of twelve (12) days or ninety six (96) hours per year. A part-time employee shall accrue sick leave benefits on a pro-rated basis as provided in Article 1(c).

(b) Sick leave shall be paid at the employee's current regular salary rate without duplication of payments required under any law, including worker's compensation. An eligible employee shall receive sick pay for the number of scheduled hours in each scheduled workday that the employee is absent from work on account of personal illness or accident until s/he has received the total amount of sick pay to which s/he is entitled hereunder.

(c) Sick leave shall be granted to an employee under the following circumstances:

(i) When an employee experiences personal illness or injury;

(ii) When the spouse, child or parent of either the employee or his/her spouse or a relative living in the immediate household of the employee is seriously ill; or

(iii) When an employee has a medical appointment s/he is unable to schedule during non-working hours.

(d) Any allowable sick leave with pay unused in any one year

may be carried over to the next year.

(e) In order to be granted sick leave, the employee must have completed three (3) months of employment and the employee must notify the employee's supervisor prior to the employee's reporting time for work. In the event that an employee claims absence for five (5) or more consecutive scheduled workdays or the Association otherwise has reason to question the reasons for the employee's absence, the Association shall have the right to require the employee to provide evidence of sickness or injury from a licensed physician or certified nurse practitioner satisfactory to the Association prior to granting paid sick leave. In addition, the Association may require an employee to provide evidence satisfactory to the Association of his or her ability to return to work.

(f) Employees are not entitled to sick leave with pay for any illness or accident occurring while they are on vacation, leave of absence, layoff or any other unpaid time off from work. In the event that an employee on vacation is hospitalized, upon proof of such hospitalization, the employee will be allowed to receive sick leave with pay instead of using vacation time.

(g) Any earned, but unused, sick time shall not be added to any vacation or termination pay.

(h) In the event that a bargaining unit member has or will soon exhaust his/her sick time due to a catastrophic illness or extraordinary or unusual circumstances, to the employee or to a member of his/her immediate family (spouse, spouse equivalent, child or parent of either the employee or his/her spouse or a relative living in the immediate household of the employee), the Union Chair shall give written notice to the Association's Chief Executive Officer or his or her designee of the situation. The Association in cooperation with the Union will allow bargaining unit members to donate up to seven (7) earned, but unused, sick days in a calendar year to another employee. No member of the bargaining unit may receive more than sixty (60) days of donated sick time for a particular event or illness, or more than sixty (60) days in any calendar year. Eligibility for donated sick leave will be determined by the Union in consultation with the Association.

#### ARTICLE 17 - INSURANCE BENEFITS

(a) The Association shall arrange for the insurance coverage provided in this Article. Such coverage may be provided, at the Association's sole discretion, through a policy or policies issued by an insurance carrier, through a nonprofit plan or organization, through a self-insured plan, or through a combination of any or all of such methods, provided that the present level of benefits will be reasonably duplicated.

(b) Health Insurance.

(i) Regular full-time and regular part-time employees shall have the option to participate in the agency health insurance plans as offered by the agency. The agency will pay a flat rate (one for single and one for family coverage) regardless of the specific health insurance plan chosen by the employee.

If the health insurance premiums for the existing plans are scheduled in writing by the carrier to increase, in the insurance year beginning in either 2007 or 2008, by LESS than 8% or to have no increase, the agency will apply the percentage of increase to the agency and employee share.

If the health insurance premiums for the existing plans are scheduled in writing by the carrier to increase, in the insurance year beginning in either 2007 or 2008, by MORE than 8%, there will be a health insurance re-opener effective May 1 of that year, for health insurance for the upcoming insurance year.

The cost of health insurance coverage for staff who are hired after July 1, 2006 and who are part-time (20-39 hours a week) will be pro-rated.

(ii) Same Gender Coverage. Effective June 25, 2003, family coverage includes individuals of the same gender in committed relationships subject to evidence satisfactory to the Association and Blue Cross-Blue Shield.

(iii) Eligibility. Employees shall be eligible to participate in a health insurance plan, beginning as of the first day of the next calendar month following their date of employment.

(c) Life Insurance. The Association shall continue to provide a life insurance plan offered pursuant to Section (a) above under the terms and conditions in effect on the effective date of this Agreement.

(d) Dental Insurance. Regular full-time and part-time employees shall have the option to participate in the agency dental insurance plans as offered by the agency. The agency will pay a flat rate (one for single and one for family coverage) regardless of the specific health insurance plan chosen by the employee.

If the dental insurance premiums for the existing plans are scheduled in writing by the carrier to increase, in the insurance year beginning in either 2007 or 2008, by 8% or LESS or to have no increase, the agency will apply the percentage of increase to the agency and employee share.

If the dental insurance premiums for the existing plans are scheduled in writing by the carrier to increase, in the insurance

year beginning in either 2007 or 2008, by MORE than 8%, there will be a health insurance re-opener effective May 1 of that year, for health insurance for the upcoming insurance year.

The cost of dental insurance coverage for staff who are hired after July 1, 2006 and who are part-time (20-39 hours a week) will be pro-rated.

(e) Malpractice Insurance. The Association will make every effort to continue to provide malpractice insurance under the terms and conditions in effect on the effective date of this Agreement at no cost to the employee. The Association shall provide a copy of such insurance to the Union.

(f) It is agreed that the Association's only obligation is to pay its share of the cost of the insurance plans referred to in Sections (b), (c), (d) and (e) above, and that in all matters with respect to coverage, payments, or benefits and the amount thereof, the master policy issued by the insurance carriers shall control.

(g) Association contributions for the insurance coverage provided in Sections (b), (c), (d), and (e) above of employees who terminate for any reason, including employees who are laid off, shall cease on the date of such termination. Within ten (10) workdays of an employee's termination, the Association shall notify the terminated employee of the date upon which his or her coverage under any group insurance policy shall terminate.

(h) The maximum contribution for the Flexible Spending Account (FSA) is \$2,000.00 per year effective July 1, 2006.

#### ARTICLE 18 - RETIREMENT

Effective July 1, 2006, the Association will offer a 403B retirement plan and will match employee contributions of up to three percent (3%) of a \$15,000 salary.

Matching and vesting will occur on the following schedule:

Year	Match	Vesting
1	\$.25 per dollar	0%
2	.40 "	40%
3	.60 "	60%
4	.80 "	80%
5	1.00 "	100%

Employees here for 5+ years receive a dollar-for-dollar match for 3% contribution with a \$15,000 salary maximum. All employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will be eligible for a prorated agency match as long as they are employed as of June 30<sup>th</sup> of the next year (end of the plan year). Each plan year, new hires must be hired by/before December 31<sup>st</sup> to receive a prorated contribution and existing employees must be employed

continuously for the entire plan year.

## ARTICLE 19 - UNPAID LEAVES OF ABSENCE

The terms of the Family and Medical Leave Act (FMLA) (or as amended) are incorporated into this Agreement. Regular full-time and regular part-time employees covered by this Agreement who have completed their probationary period shall be eligible for unpaid leaves of absence as follows:

### Section 1. Maternity, Adoption or Child Rearing Leave.

(a) Maternity Leave. Whenever an employee shall become pregnant, she shall inform the Association as to the expected date of her delivery as soon as possible. All requests for maternity leaves of absence for the purpose of giving birth shall be made in writing by the employee to her supervisor at least two (2) weeks prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return. An unpaid maternity leave will be granted for a period not to exceed four (4) months.

(b) Adoption Leave. In the event that an employee adopts a child, s/he will be granted an unpaid leave of absence for a period not to exceed twelve (12) weeks. An employee planning to adopt a child shall provide the Association with as much advance written notice as possible of the desired commencement of the leave and the date of return to work.

(c) Child Rearing Leave. An unpaid leave will be granted for a period not to exceed twelve (12) weeks for child rearing (including any period of leave for child birth or adoption). To be eligible for a child rearing leave, an employee shall provide the Association with two (2) months notice in advance of the commencement of the leave unless there are circumstances beyond the reasonable control of the employee which require shorter notice.

(d) Return to Work. The Association shall reinstate an employee granted a maternity, adoption or child rearing leave to his/her previous, or a similar position with the same status, pay and length of service credit, wherever applicable, as of the date of his/her leave, unless other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave; provided, however, that such employee on leave shall retain any preferential consideration for any other position to which s/he may be entitled as of the date of his/her leave.

### Section 2. Family and Medical Leave of Absence

(a) FMLA unpaid medical leaves of absence may be granted for up to twelve (12) weeks per year of employment (inclusive of any leave granted under Section 1 above): (1) to care for a seriously ill child, spouse or parent; or (2) due to the employee's own serious illness or injury which prevents the employee from performing his/her job; or (3) due to childbirth; or (4) due to the placement for adoption of or the foster care of a child.

(b) Paid health benefits will be maintained for the duration of an FMLA leave, not to exceed twelve (12) weeks, on the same terms and conditions as if the employee had continued in employment (i.e. the employee will pay his/her share of the cost of health insurance) provided that the employee may be required to repay the amount of premiums paid if the employee fails to return from the leave other than due to (i) the continuation, recurrence or onset of a serious health condition, or (ii) circumstances beyond the employee's control.

(c) Medical certification must be provided by an employee requesting an FMLA leave for serious illness. The employee may be required to supply a second or third (and binding) medical opinion. Serious illness is defined as an illness, injury, impairment or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider.

(d) An employee is required to give not less than thirty (30) days notice before the date the leave is to begin of his/her intention to take a leave where the necessity of the leave is foreseeable. However, if due to the nature of uncertainties in these situations such notice is not possible, notice shall be given as soon as practicable. An employee who returns to work following a family or medical leave of absence must submit a physician's release indicating that he/she is physically able to perform the normal duties.

(e) The Association shall reinstate an employee granted FMLA family or medical leave to his/her previous position, or to a similar position with the same status, pay and length of service credit, wherever applicable, as of the date of his/her leave unless other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave and, therefore, make it impossible or unreasonable for such reinstatement to occur. If such a situation exists, every effort will be made to place the employee in other employment.

(f) An employee on FMLA leave may apply all accrued paid leave towards the leave if the leave is for his/her own medical care or for that of a spouse, child or parent.

An employee on maternity, adoption or child rearing leave may also apply all accrued paid leave towards the leave.

(g) Leave to care for a spouse, child or parent, or because of the employee's own serious illness or injury may be taken intermittently or on a reduced basis provided that the employee may be transferred temporarily to an available alternative position with equivalent pay and benefits which better accommodates recurring periods of leave. Spouses are limited to twelve (12) weeks of leave in the aggregate if the leave is for the care of a sick parent.

"Intermittent leave" will not be granted an employee for child birth, adoption or child rearing. A leave for child birth, adoption or child rearing must commence within twelve (12) months of the date of birth or adoption. Spouses are limited to twelve (12) weeks of leave in the aggregate if the leave is for child birth, adoption or child rearing.

Section 3. Part-Time Employment Following a Leave. Following receipt of a request by a full-time employee on maternity, adoption or child rearing leave to return to work in a part-time position, the Association will offer that employee the next available part-time position in the employee's classification which the employee is qualified to fill. It is understood and agreed that an employee may have to return from his/her leave early to avail him/herself of the part-time position or if no position is available by the end of the employee's leave, the employee must return to a full-time position. When the employee returns to work following a maternity, adoption or child rearing leave, the Association will make every effort to accommodate the employee's desire to work part-time. The Association's decision granting or denying part-time work may be grieved, but shall not be subject to arbitration under this Agreement.

Section 4. Military Leave. Military leave will be granted in accordance with federal and state laws.

Section 5. Other Leaves.

(a) Unpaid leaves of absence or extensions of maternity, adoption, child rearing, family or medical leaves of absence may be granted at the sole discretion of the Association to employees for a specific period and for good and sufficient cause. The leave will commence on the last day worked or the date upon which the extension is effective. All requests for such leave shall be made in writing at least one (1) month prior to the desired commencement of the leave, if possible, and shall indicate the approximate date of return.

(b) During all other leaves, the Association will make no contributions for any benefit coverage. The employee on leave may continue participation in the Association's health insurance plan by making timely payment of the premium required in the manner specified by the Association. An employee's failure to make such payment will result in the immediate termination of coverage.

(c) During all other leaves, an employee shall not be entitled to earn holiday pay, nor to accrue any paid benefit time or seniority. When an employee desires to return to work following authorized unpaid leaves of absence, the employee may be reinstated to a position at the employee's former level of pay, if an opening is available.

#### ARTICLE 20 - TRAVEL ALLOWANCE

Employees who have administrative approval to use their cars for Association business shall be reimbursed at the rate allowed by the Internal Revenue Service for mileage provided they follow Association policies. The Association will pay the reasonable costs of parking and tolls incurred by the employee in the direct performance of his or her job, including the attendance at meetings, home visits and other required activities during the working day, provided such costs are approved by the employee's supervisor and the employee provides required receipts and other documentation. It is expressly understood and agreed that this Article does not apply to home to work or work to home costs, initial parking expenses, or other regular daily transportation expenses.

In exceptional circumstances, employees who have administrative approval to use public transportation in lieu of their cars for Association business shall be reimbursed for the actual cost for such transportation provided they follow Association policies. The Association will pay the actual costs of train, subway or bus fares incurred by the employee in the direct performance of his or her job, including the attendance at meetings, home visits and other required activities during the working day, provided such costs are approved by the employee's supervisor and the employee provides required receipts and other documentation. If the purchase of a monthly T-pass is more economical than reimbursement for single rides, the Association will approve the purchase of a monthly pass so long as it continues to be more economical. It is expressly understood and agreed that this policy does not apply to home to work or work to home costs, initial parking expenses, or other regular daily transportation expenses.

#### ARTICLE 21 - BEREAVEMENT

Each regular employee shall be entitled up to five (5) calendar days leave in the case of death in the immediate family for the purpose of attending the funeral or to take care of matters necessarily attendant to such death. The employee will be paid for scheduled work days missed up to a maximum of five (5) days. The first day of leave shall be the day after the death. "Immediate family" shall include parents, step parents, spouse, domestic partner, children, step-children, brother, sister, grandparents, parents-in-law, grandchildren and person or parent of person living in the employee's immediate household.

Notification of such leave must be given as soon as possible to the employee's supervisor.

#### ARTICLE 22 - CIVIC DUTY LEAVE

(a) Jury Duty. Any regular full-time employee who is absent from scheduled work with the Association for jury duty shall receive the difference between what the employee would have earned at his or her regular salary rate of pay had s/he been at work and the payment received for such jury duty provided (i) the employee furnishes the Association with evidence of jury pay from the clerk of the court wherein s/he served as a juror and (ii) the employee reports for work on a regularly scheduled workday when s/he is excused from jury duty at such time as will permit the employee to return to work.

(b) Witness Duty. In the event that a regular full-time employee is subpoenaed to court to testify as a witness in a criminal proceeding in which the employee is not a party, s/he shall receive the difference between what the employee would have earned at his or her regular salary rate of pay had s/he been at work and the payment received for such witness duty provided (i) the employee furnishes the Association with evidence of witness pay and (ii) the employee reports for work on a regularly scheduled workday when s/he is excused from witness duty at such time as will permit the employee to return to work.

#### ARTICLE 23 - EDUCATIONAL LEAVE

(a) Regular full-time employees may request in writing a period up to sixty (60) hours with pay for professional enrichment in a fiscal year. This benefit is subject to the condition that the course or seminar has been determined to be job related and approved in advance and in writing by the Association's Chief Executive Officer or his or her designee. Approval of an educational leave shall be at the sole discretion of the Chief Executive Officer or his or her designee. It is understood that the Association's needs may justify denial of any request.

(b) Educational leave pay and/or reimbursement is not available if the employee is scheduled to be or is on a leave of absence during the period of time when s/he would be taking the course or seminar.

(c) Employees shall be entitled to receive up to three hundred and fifty dollars (\$350.00) as reimbursement for tuition or registration fees for conferences, workshops, courses, seminars and professional meetings attended for professional enrichment in a fiscal year. To be eligible for reimbursement, the employee shall provide the Association with evidence of such payment. If a course directly augments the Association's ability to deliver services, the Employer may provide more than three hundred and fifty dollars (\$350.00) in tuition reimbursement, provided the decision on which employee(s) receive the additional payment is

not arbitrary or capricious.

(d) Regular part-time employees, who work twenty (20) hours a week or more, shall be entitled to educational leave and reimbursement on a pro-rata basis.

(e) For purposes of this Article professional enrichment shall include seminars, courses, conferences, workshops, grand rounds and/or any other such activity which is not requested or required by the Association.

#### ARTICLE 24 - CONTRACTING OUT

No Association employee shall be laid off because of the Association's decision to subcontract client treatment hours. If in the exercise of its discretion, the Association deems it necessary to subcontract client treatment hours, such hours shall be posted and offered to qualified members of the bargaining unit on a voluntary basis consistent with Association policy.

#### ARTICLE 25 - JOB DESCRIPTIONS

(a) Within ninety (90) days of the date of execution of this Agreement, the Association will provide each employee with a copy of his or her job description and discuss said description with the Union and the individual involved.

(b) Whenever the Association determines that it is necessary to amend a particular job description, the Association will discuss the matter in advance with the employee concerned, and his or her Union representative if desired.

(c) In the event that a dispute arises under this Article, the Association shall determine the job description of the employee in its sole discretion.

#### ARTICLE 26 - WORKING CONDITIONS

The Association and the Union recognize the importance of providing a safe and healthy working environment. The Association pledges to make a good faith effort to provide such an environment for its staff. The Union pledges that employees will provide the Association with prompt notification of any safety and health concerns. Subject to fiscal constraints and the necessity of maintaining an efficient operation, the Association also agrees to continue to provide existing lounge facilities for its staff. Alleged violations of this Article shall be subject to the grievance procedure, but not to the arbitration provisions of this Agreement.

#### ARTICLE 27 - PERSONNEL RECORDS

(a) 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.

(b) 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.

#### ARTICLE 28 - COMMITTEES

(a) Clinical Excellence Committee. In order to provide a means for continuing communications between the parties and for promoting a climate of constructive labor-management relations, there shall be a Clinical Concerns Committee which shall consist of seven (7) members of the bargaining unit to be chosen by the bargaining unit which shall meet with representatives designated by management. The Committee shall meet four (4) times per year, but the parties may mutually agree to meet more frequently. Either party may suggest agenda items which may include topics related to the general application of this Agreement, including client contact hours, and other matters of mutual concern to the parties, but such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances, nor shall any matters discussed or decided upon at such meetings be subject to the grievance and arbitration provisions of this Agreement merely by virtue of their having been discussed or decided upon at such meetings. Any amendment to this Agreement shall be reduced to writing and signed by all parties.

(b) Association Committees. When the Chief Executive Officer or his designee establishes a committee to study matters or issues which affect bargaining unit employees, the Association agrees to appoint at least one bargaining unit representative chosen by the Union to such committee. No matters discussed or decided upon at such committee meetings shall amend this Agreement or shall be subject to the grievance and arbitration provisions of this Agreement. Any amendment to this Agreement shall be reduced to writing and signed by all parties.

(c) Labor-Management Committee. The Union and the Association agree that during the life of this Agreement, individuals from both parties (not to exceed three (3) from each unless the parties agree to a greater number) will be designated before each meeting in writing by each party to the other, for the purpose of meeting monthly at mutually agreeable times and places to discuss matters of common concern and to promote better communication and understanding with each other. The meetings may be on work time. Such meetings shall not affect the Association's rights under Article 5 - Management Rights and shall not be for

the purpose of initiating or continuing bargaining, nor in any way to modify, add to, or detract from the provisions of this Agreement. Such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement.

Matters of common concern may include, but are not limited to the following topics: delivery of service, quality improvement, training and education, resources, methods and means of production and productivity.

#### ARTICLE 29 - CLIENT CONTACT HOURS

A clinician's productivity shall be determined by Client Contact Hours which shall be defined as hours spent providing direct service and reimbursable consultation. The Association shall apply the definition of Client Contact Hours in all of the outpatient clinics. Each clinician will receive a summary of his/her Client Contact Hours on a monthly basis.

#### ARTICLE 30 - SALARIES

(a) The salary schedule in effect during the life of this Agreement shall be as set forth in Appendix A, "Salary Schedule", attached hereto and made a part thereof. Effective July 1, 2005, all eligible staff will receive a 3% wage increase or if they received a FY06 salary reserve increase or wage increase, they will receive a wage increase in the amount of the difference between their FY06 salary reserve raise or wage increase and 3% (for example, if they received a 2% salary increase in FY06, they will receive another 1% wage increase retroactive to July 1, 2005).

(b) The Association may hire new employees at a salary higher than entry level on the scale provided that the placement of such new employee reflects that employee's prior relevant experience and provided that no employee is hired at a salary level higher than that of a current employee whose experience, qualifications or skills are substantially similar to the new employee who is being hired. Should the Association determine that a new employee be hired at a salary which is above that of current bargaining unit members with substantially similar experience, qualifications or skills and who are performing a substantially similar job, then the Association must increase the salary of those other employees to the same level as the hiring salary.

(c) The Association reserves the right at its sole discretion to employ individuals with unusual or hard to recruit credentials if required or preferred for a position at a higher salary than in the salary scale.

(d) If the Association requires foreign or sign language ability as an essential requirement for a bargaining unit position, it will, upon initial hire of the successful applicant,

pay that employee a differential equal to twelve percent (12%) of the employee's base salary. Provisions of the differential for foreign or sign language shall not be subject to the provisions of Article 30(c) above.

(e) When a bargaining unit member provides outpatient mental health treatment on a fee-for-service basis, s/he shall be paid at the rate of \$28.50. The Association agrees that it will not pay any individual providing outpatient mental health treatment on a fee-for-service basis at a rate higher than the rate provided above.

Outpatient mental health treatment does not include allied health services (speech pathology, occupational therapy, physical therapy or nursing).

The Association agrees to pay appropriately credentialed allied health professionals on a fee-for-service basis at the same rate as it pays allied health professionals not in the bargaining unit.

The Association agrees that it will not pay any individual providing allied health services on a fee-for-service basis at a rate higher than the rates paid to allied health bargaining unit members with comparable experience and credentials.

(f) MR and BEST clinicians required to carry a beeper overnight during off duty hours will be paid \$50.00 for the first two eight-hour shifts to carry a beeper and \$75.00 per case coverage during the shift. Staff will be paid \$100.00 for the third shift carrying a beeper and each such shift thereafter with another \$100.00 paid per case coverage during such shifts.

PACT clinicians will be paid \$50.00 per pager coverage shift (minimum of one (1) night per week) and \$75.00 per case evaluation while providing pager coverage.

FST clinicians required to carry a beeper will be paid a differential at the rate of \$2,000.00 per annum.

(g) Supervision. The Association will provide adequate supervision to all clinical employees, including LCSWs.

#### ARTICLE 31 - MISCELLANEOUS

(a) Benefit Coverage. Any wages or benefits provided by this Agreement shall be effective the first full pay period after the effective date of this Agreement unless an express provision provides otherwise.

(b) Annuity Plan. The Annuity Plan shall be continued in effect through the term of this Agreement on the same terms and conditions in existence on the effective date of this Agreement.

#### ARTICLE 32 - LEGAL CONFLICT

Should any provision of this Agreement be adjudged unlawful by a court of competent jurisdiction or other tribunal, such provision shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect. The parties shall renegotiate the unlawful provisions.

#### ARTICLE 33 - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Association and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced in writing and signed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including all such subjects or matters which either were or could reasonably have been within the knowledge or contemplation of either or both parties at the time this Agreement was signed.

#### ARTICLE 34 - DURATION AND RENEWAL

The preceding provisions of this Agreement will be effective as of May 1, 2006 (except as otherwise provided), and will remain in full force and effect through midnight, May 1, 2009. The 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 ninety (90) days prior to May 1, 2009, or ninety (90) days prior to May 1 of any year thereafter.

On or after May 1, 2007, upon written request of either party there will be a wage reopener for FY08 and on or after May 1, 2008, upon written request of either party there will be a wage reopener for FY09.

During the reopener, the provisions of Article 6 - No Strike of this Agreement shall be suspended effective May 1, 2007 or May 1, 2008, as applicable, pending agreement on such matters provided the Union's right to strike and the Association's right to conduct a lockout shall be limited solely to disputes with respect to said Article 30, provided further, that the parties may mutually agree to continue the provisions of Article 6 - No Strike.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

NORTH SUFFOLK MENTAL  
HEALTH ASSOCIATION, INC

LOCAL 509, HEALTH CARE  
DIVISION, INTERNATIONAL  
SERVICE EMPLOYEES UNION

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APPENDIX A  
Wage Scale for SEIU, Local 285  
Employees  
Date Agreed on: June 19, 2006

Classifications:	STEP						
	1 0 - 2.11	2 3 - 4.11	3 5 - 6.11	4 7 - 8.11	5 9 - 10.11	6 11 - 12.11	7 13 +
<b>Clinician</b>							
Bachelors Level	\$27,738	\$28,570	\$29,427	\$30,310	\$31,219	\$32,156	\$33,121
Masters Level (MA, MSW, LCSW)	\$32,445	\$33,418	\$34,421	\$35,454	\$36,517	\$37,613	\$38,741
Masters Independently Licensed	\$35,020	\$36,071	\$37,153	\$38,267	\$39,415	\$40,598	\$41,816
Case Coordinator	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575	\$41,792	\$43,046
BEST Emergency Services Worker	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020	\$46,371	\$47,762
Certified Clinician	\$41,535	\$42,781	\$44,064	\$45,386	\$46,748	\$48,150	\$49,595
Clinical Supervisor	\$41,535	\$42,781	\$44,064	\$45,386	\$46,748	\$48,150	\$49,595
<b>Developmental Educator / Service Coordinator</b>							
Bachelors Level	\$30,900	\$31,827	\$32,782	\$33,765	\$34,778	\$35,822	\$36,896
Masters Level	\$35,454	\$36,518	\$37,613	\$38,742	\$39,904	\$41,101	\$42,334
<b>RN</b>							
RN Medicaid Eligible (BA/BSN)	\$40,788	\$42,012	\$43,272	\$44,570	\$45,907	\$47,284	\$48,703
RN,CS	\$43,521	\$44,826	\$46,171	\$47,556	\$48,983	\$50,452	\$51,966
RN Supervisor/Coordinator	\$46,799	\$48,203	\$49,649	\$51,139	\$52,673	\$54,253	\$55,880
RN,CS Prescribing	\$54,652	\$56,291	\$57,980	\$59,719	\$61,511	\$63,356	\$65,257
<b>SLP</b>							
MA CFY	\$38,625	\$39,784	\$40,977	\$42,207	\$43,473	\$44,777	\$46,120
MA CCC	\$41,200	\$42,436	\$43,709	\$45,020	\$46,371	\$47,762	\$49,195
MA Supervisor / Coordinator	\$43,775	\$45,088	\$46,441	\$47,834	\$49,269	\$50,747	\$52,270
<b>OT/PT</b>							
BA Licensed	\$32,960	\$33,949	\$34,967	\$36,016	\$37,097	\$38,210	\$39,356
MA Licensed	\$42,206	\$43,472	\$44,777	\$46,120	\$47,504	\$48,929	\$50,397
OT/PT Supervisor / Coordinator	\$44,064	\$45,386	\$46,747	\$48,150	\$49,594	\$51,082	\$52,615
Cert Rehabilitation Counselor /Voc. Eval	\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315	\$59,034

Licensed Psychologist Ph.D.

\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315	\$59,034
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PACT Program

Registered Nurse

\$48,000	\$49,440	\$50,923	\$52,451	\$54,024	\$55,645	\$57,315
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Vocational Rehabilitation  
Specialist

\$37,500	\$38,625	\$39,784	\$40,977	\$42,207	\$43,473	\$44,777
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Addiction Specialist

\$36,000	\$37,080	\$38,192	\$39,338	\$40,518	\$41,734	\$42,986
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Differentials / Comments

Language (12%) - Based on proficiency, for number of positions by program based on management assessment of need

CADAC license - 12% of Step placed on Bachelor Level scale

Ph.D. (not licensed) - Placed on step 1 of Licensed Ph.D. scale

Team Leader - \$2,500 - Number of positions set by management by program based on need

FST Staff - Beeper Coverage - \$2,000/year for FTE at Management Perogative

EI Specialist (DPH certified) - \$2,000 - Receive increase upon completion of DPH certificate (pro-rated for less than 40 hour staff)

Certified Clinicians and Clinical Supervisors - Number of positions set by management by program based on need. -

If position is required, employee must possess competencies as defined by each individual program and approved by each manager.

APPENDIX B

Definitions of Creditable Experience for SEIU, Local 509 Employees  
Effective July 1, 2002

- \*125% credit for NSMHA experience
- \*100% credit for prior experience
- \*Any experience without specific dates (month listed) is given 7 months credit for that year
- \*No internship / co-op / volunteer work is given credit

Early Childhood Services

Development Educators, BA and MA

OT/ PT/ SLP

Social Workers

Any employee hired at ECS must have direct Early Intervention/Childhood experience to be creditable. 50% pre-Bachelor's degree. 100% post-Bachelor's degree.

Clinician, BA Level

Experience must be related to position and / or population. 50% pre-Bachelor's degree. 100% post-Bachelor's degree.

Clinician, MA level (MA, MS, MSW, LCSW)

Experience must be related to position and / or population. 50% post-Master's degree. 100% post-Master's degree.

Clinician, Master's Independently Licensed (LICSW, LMHC)

Clinician, Clinical Supervisor

Experience must be related to position and / or population. 50% post-Bachelor's degree. 100% post-License.

Case Coordinator

Experience must be related to position and / or population. 50% post-Bachelor's degree. 100% post-License.

Emergency Services Worker

Experience must be related to position and / or population. 50% post-Bachelor's degree. 100% post-Master's degree.

Registered Nurse, Bachelor's Level

Must have specific nursing experience. 100% post-Bachelor's degree.

Registered Nurse, Clinical Specialist

Must have specific nursing experience and RNCS license. 50% post-Bachelor's degree. 100% post-Master's degree.

Registered Nurse, Clinical Specialist, Prescribing

Must have prescribing license and experience prescribing. 100% post-Prescribing License.

Certified Rehab. Counselor

Experience must be related to position and / or population. Must have CRC license. 50% post-Bachelor's degree. 100% post-License.

Psychologist (non-licensed)

Hired at Step 1. No experience creditable until they are licensed. Can't move up the scale until they are licensed.

Psychologist (licensed)

Experience must be related to position and / or population. 50% pre-Master's degree. 100% post-License.

Side Letter on Supervision

For purposes of addressing our mutual intent to support the professional growth of staff through the provision of clinical supervision, the Clinical Excellence Committee will be established. The committee will meet to examine the differential supervision needs of North Suffolk clinicians, and creative cost-effective means of meeting those needs will be pursued.

For junior clinicians, the committee will begin with the premise that the minimum level of supervision acceptable is that which meets the licensing requirements for their professional disciplines.

The first meeting of the Clinical Excellence Committee will be convened within a month of the agreement of the contract.

NORTH SUFFOLK MENTAL HEALTH ASSOC.

LOCAL 509, HEALTH CARE  
DIVISION, SERVICE  
EMPLOYEES INTERNATIONAL  
UNION

Side Letter on Office Space in Chelsea

The Association and the Union agree to cooperate to maximize the use of available office space at the Chelsea Counseling Center. If office space is available, clinicians working with the approval of their supervisors may arrange with Chelsea administrative employees the use of office space to see appropriate clients.

Appropriateness shall include whether it is in the client's interest to be seen at the Chelsea Counseling Center.

NORTH SUFFOLK MENTAL HEALTH ASSOC.

LOCAL 509, HEALTH CARE  
DIVISION,  
SERVICE EMPLOYEES  
INTERNATIONAL  
UNION

Side Letter on Health/Dental Insurance

Except as stated in Health and Dental Insurance Articles of this agreement, the parties agree to negotiate any changes to the agency sponsored health/dental insurance coverage that affect bargaining unit employees.

NORTH SUFFOLK MENTAL HEALTH ASSOC.

LOCAL 509, HEALTH CARE  
DIVISION, SERVICE  
EMPLOYEES INTERNATIONAL  
UNION