

AGREEMENT
BETWEEN
THE EDINBURG CENTER, INC.
AND
LOCAL 509, SEIU

July 1, 2008 – April 30, 2011

Agreement entered into this July 1, 2008, by and between THE EDINBURG CENTER, INC. (hereinafter referred to as the "Center"), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts, and LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, (hereinafter referred to as the "Union").

PREAMBLE

The intent and purposes of this Agreement are to encourage harmonious relationships between The Center and its employees who are subject hereto; to promote and improve those relationships subject to The Center's objective of providing high standards of client care; to clarify certain rights and privileges of the parties; to set forth and define rates of pay, economic benefits, and other conditions of employment that shall apply to Center employees subject to this Agreement, and to establish amicable processes for collective bargaining. The Union and The Center agree to cooperate with one another in accordance with this Agreement in making good-faith efforts to continue efficient operations, to serve the needs of the communities, and to meet the highest of professional standards in furnishing such services.

ARTICLE 1 – RECOGNITION

1.1. Bargaining Unit. In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 1-RC-18, 294 and Case No. 1-RC-21785, The Center recognizes the Union as the exclusive bargaining representative with respect to salaries, hours of employment, and other conditions of employment for all full-time and regular part-time professional, technical, clerical and service employees employed by The Center at its locations in Lexington, Waltham, Arlington, Woburn, Bedford, Chelmsford, Belmont and Lincoln, Massachusetts including Records Clerks, Clinical Secretary/Records Clerks, Office Managers, Data Entry/Billing Clerks, Overnight Counselors, Counselor I's, Counselor II's, Counselor III's, Respite Counselors, House Managers, Respite Coordinators, Supported Education Coordinator (Potter Place), Supported Housing Team Leaders, Program Coordinators, Case Coordinators, Clinicians, Mental Health Outpatient Fee-For-Service Clinicians, Nurse Clinicians, Nurses, Clinical supervisors/Coordinators and Unit Coordinators (Potter Place), but excluding the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Medical Director, Executive Assistant, Service Directors, Clinic Directors, Program Directors, Administrative Director, Billing Manager, Assistant Billing Manager, Senior Accountant, Personnel/Contracts Manager, Accounts Payable Manager, Assistant Bookkeeper, Psychiatrists, confidential employees, casual employees, managerial employees and all other supervisors as defined in the National Labor Relations Act, as amended.

1.2. Scope of Bargaining Unit and Agreement. The terms "employee" and "employees" as used hereinafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article. Employees who at the time of their hire are informed that their employment will not be permanent or that they are scheduled to work less than eight (8) hours per week are temporary employees and therefore are excluded from the bargaining unit and from coverage under this Agreement.

1.3. Definitions. The terms "full-time employee" and "full-time employees" as used hereinafter refer only to employees who are employed on a permanent basis and who are normally scheduled to work at least forty (40) hours per week. The terms "regular part-time employee" and "regular part-time employees" as used hereinafter refer only to employees who are employed on a permanent

basis and who are normally scheduled to work twenty (20) or more hours per week but less than forty (40) hours per week. The terms "Mental Health Outpatient Fee-For-Service Clinician" and "Mental Health Outpatient Fee-For-Service Clinicians" as used hereinafter refer only to mental health outpatient clinicians who are paid on a fee-for-service basis for providing billable contact hours.

ARTICLE 2 - NON-DISCRIMINATION

The parties are mindful of their obligations under federal and state laws pertaining to discrimination and affirmative action in employment. The Center and the Union agree that neither will discriminate against any employee with respect to matters relating to employment because of such employee's race, religion, national origin, sex, age, physical handicap, sexual orientation, veteran status, or activity with respect to the Union in violation of such federal or state laws, nor will either so discriminate against any employee with respect to sexual preference, marital status or political belief or affiliation.

ARTICLE 3 - UNION ACTIVITIES

3.1. New Employees. The Center will advise all new employees at the time of employment that the Union is their representative for the purpose of collective bargaining and will, each month, notify the Union in writing of the name, address, effective date of employment, job title, and rate of pay of each employee newly employed during the preceding month.

Right to a Steward. At the time of hire, Management will hand out a notice to new employees (developed by the Union and mutually agreed upon by The Center) that informs them of their right to a steward at investigatory meetings that could lead to disciplinary action and their right to a steward at disciplinary meetings.

Orientation. On the same day of Agency Orientation (the agency's new employee orientation), Management will provide the Union with one half hour @ 4:00PM to meet with new staff to provide an overview of the Union. Management will send the designated Union representative a list of all scheduled orientations for the year and an individual notice (the same one that is generally sent to All Management) confirming the date of the next orientation.

3.2. Union Security.

(a) All 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 and future hires covered by this Agreement 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.

(b) 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 Employer, the Union, and the employee involved. Upon request by the Union, the Employer shall be required to furnish satisfactory evidence that such deductions are being made and transmitted to the appropriate charity.

(c) The Union shall indemnify, defend and save The Center 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 Center for the purpose of complying with this Section.

3.3. Union Representative. A duly authorized representative of the Union may visit The Center's nonresidential facilities in order to meet briefly with bargaining unit members to conduct Union business related to The Center. The visiting representative shall give to the Chief Executive Officer or designee notice which is reasonable under the circumstances, and he or she shall be subject to reasonable controls of the Chief Executive Officer or designee with respect to the times and places for such visits. Such meetings with bargaining unit members will take place during non-working time unless otherwise provided for in the Agreement or approved by the Chief Executive Officer or designee in an emergency, and will not interfere with any operations of The Center.

3.4. Union Steward. A list of Union stewards and the programs they represent will be sent to the Chief Executive Officer for dissemination to management staff at the beginning of each fiscal year and when changes occur. The Union will authorize each steward to deal with The Center concerning adjustment of grievances of employees at the site for which the employee is Union steward. The Union stewards shall be empowered to act for the Union and, as such, shall be deemed agents of the Union. The Union will notify The Center of the Union stewards' designation and of any changes in such.

3.5. Union Activities on Center Premises. There shall be no Union activities on Center premises at any time except upon prior approval of the Chief Executive Officer or designee in the exercise of his/her discretion, or as specifically authorized by this Agreement.

3.6. Bulletin Boards. The Center will provide one (1) bulletin board at each of its clinic locations, clubhouse and residential program work sites, each such bulletin board to be specifically designated by The Center, for the posting of notices of Union meetings and related materials. No such materials shall be posted by the Union without the express prior approval of the Chief Executive Officer in her discretion, which shall not be exercised unreasonably.

3.7. Union Health Care Leadership Council. The Center shall upon two (2) weeks' advance written notice grant one (1) employee designated by the Union as a member of the Union's Health Care Leadership Council leave without pay to attend meetings of the Union's Leadership Council for up to three (3) days leave per calendar year.

3.8. Voluntary Dues Deduction and Voluntary COPE Deduction.

(a) The Center agrees to deduct in each payroll period, dues for membership in the Union, and/or voluntary COPE deductions, respectively, from the earnings of any employee who has voluntarily authorized the making of such deduction by filing written authorization

therefore with The Center in the form annexed hereto as Appendix B-1 and/or B-2, respectively. Such deductions for dues for membership shall be in the amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the Secretary-Treasurer of the Union by the twentieth (20th) day of the calendar month following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made. The Center shall not be required to make deductions with respect to an employee for a payroll period in which the employee is on an approved unpaid leave of absence or layoff, or for which the employee shall not have received net wages at least equal to the deductions. The Center shall cease to make deductions upon the employee's termination or transfer to a position not covered by this Agreement, or upon revocation of the authorization in accordance with its terms or with applicable law.

- (b) The Center assumes no obligation, financial or otherwise, arising out of the provisions of this subsection. The Union shall indemnify, defend and save harmless The Center against any and all claims, demands, suits or other forms of proceedings or liability that may arise out of, or by reason of, any action taken or not taken by The Center for the purposes of complying with this subsection.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes the right of The Center to operate and manage The Center. All rights, functions, prerogatives, and discretions of the management of The Center, formerly exercised, potentially exercisable, or otherwise, are vested exclusively in The Center except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. Without limiting the generality of the foregoing, The Center reserves to itself, subject only to the express provisions of this Agreement, the management of The Center and the right to: direct its employees and assign work; determine and redetermine the quality and quantity of work to be performed; determine and redetermine employee qualifications; establish and redetermine standards of performance and productivity and rules of conduct; require the maintenance of discipline, order and efficiency; evaluate competency and performance; hire, transfer, and promote employees; set salaries permanently or temporarily; establish, promulgate, administer, regulate, determine, and redetermine policies, practices, methods, procedures and conditions related to medical and clinical care standards, patient and client care, staffing, research, education, training, operations, services, and maintenance; determine and redetermine the number and location of divisions, departments, units, and all other facilities of The Center and whether the whole or any part of its operations shall continue to operate; to reduce hours or lay off employees; determine and redetermine job content and establish, expend, reduce, alter, combine, consolidate, abolish or discontinue any job classification, department, unit, operation or service or portion thereof; subcontract work or use the services of auxiliary, temporary or volunteer employees; discharge, dismiss, suspend, demote, warn or otherwise discipline employees; require additional hours of work, including overtime work; and institute, publish and republish, promulgate, implement, enforce and require adherence to rules, policies and procedures relating to any or all of its rights and prerogatives.

ARTICLE 5 - CONTINUITY OF OPERATIONS

5.1. No Strikes or Other Interference. The Union agrees that there will be no strikes of any kind

whatsoever (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, sick-outs or sit-ins, picketing, boycotts, or any other direct or indirect interference with The Center's activities or operations during the life of this Agreement. Neither the Union nor any officer, steward or other agent or representative or member of the Union nor any employee shall engage in, induce, encourage, instigate, authorize, assist, aid, condone, sanction or participate in, directly or indirectly, any violation of this Section 5.1.

5.2. No Lockouts. The Center agrees not to conduct a lockout of employees during the life of this Agreement.

5.3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 5.1, the Union will immediately order that such violation cease, and the Union, its officers, stewards and other agents and representatives will use their best efforts to cause such violation to cease and to cause work to resume fully.

5.4. Remedies. In addition to other remedies available to it, The Center may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of Section 5.1.

ARTICLE 6 - GRIEVANCE AND ARBITRATION

6.1. Purpose. For the purposes of this Agreement, a grievance is defined as any dispute or difference as to the interpretation or application of specific provisions of this Agreement which arises during the term of this Agreement. Only grievances as defined in this Article are subject to grievance and arbitration hereunder. The grievance and arbitration procedure provided for herein shall be the exclusive procedure for resolution of disputes concerning the interpretation or application of the Agreement.

6.2. Informal Adjustments. The parties recognize that day-to- day problems affecting employees may be discussed and resolved between the employee and the employee's immediate supervisor. Such informal adjustments are encouraged, but no such adjustment shall be inconsistent with the terms of this Agreement. Except as The Center and the Union agree in writing, such adjustments shall not establish a precedent for the resolution of any other or similar problems between any employee and The Center. Except as The Center and the Union agree in writing, whether or not such informal discussions take place shall have no effect on the time limits set forth below.

6.3. Grievance and Arbitration Procedure.

- (a) Any grievance which cannot be adjusted as contemplated by Section 6.2 shall be subject to resolution in the following manner:

STEP 1. The aggrieved employee shall submit the grievance in writing to her or his Program Director or, if there is none, her or his Department Head, within twenty (20) calendar days after the aggrieved employee first knew or had reason to know of the circumstances giving rise to the grievance. The grievance shall state the specific provision(s) of the Agreement alleged to have been violated, the facts on which the grievance is based, and the remedy sought. The Program Director or Department Head or designee will meet with the aggrieved employee and discuss the matter and will give her or his answer in writing within ten (10) calendar days after the initial

presentation of the written grievance. The appropriate Union steward and/or Union representative may, upon the request of the aggrieved employee, be present at the discussion of the grievance at this step.

STEP 2. If the aggrieved employee is not satisfied with the answer at Step 1, the aggrieved employee or the Union may, within ten (10) calendar days after receipt of such answer, submit the grievance in writing to the Chief Operating Officer. The Chief Operating Officer or designee will meet with the aggrieved employee and discuss the matter and will give his or her answer in writing within seven (7) calendar days after the grievance has been referred to him or her. The Union steward and a representative of the Union may be present at the discussion of the grievance at this step.

STEP 3. If the Union is not satisfied with the answer to the grievance at Step 2, the Union may refer the grievance to arbitration by submitting the grievance to the American Arbitration Association in accordance with its usual rules and procedures then obtaining for labor arbitrations, provided that a written Demand for Arbitration is filed by the Union with the American Arbitration Association, with a copy being furnished to the Chief Executive Officer of The Center, within thirty (30) calendar days after the Union's receipt of the answer at Step 2. Nothing in the above shall prevent The Center and the Union, within the thirty (30) day period, from selecting an arbitrator by mutual agreement.

(b) In the case of a grievance protesting the discharge or suspension of an employee, Step 1 will be omitted, and such grievance shall be referred directly to Step 2 by submitting the grievance in writing to the Chief Operating Officer within twenty (20) calendar days after the aggrieved employee first knew or had reason to know of the discharge.

(c) If the same event(s) gives rise to grievances of two or more employees related to the same issue, the Union may process the grievances as a group by submitting the grievances in writing to the Chief Operating Officer at Step 2 within twenty (20) calendar days of the event(s) giving rise to the grievances. Each aggrieved employee must authorize the Union to process his or her grievances as part of the group. When submitting the group grievance to the Chief Operating Officer, the Union shall furnish a list of the names of all employees alleged to be aggrieved.

(d) A grievance that as regards the Union The Center has interpreted or applied this Agreement in violation of specific provisions thereof may be submitted in writing to the Chief Operating Officer at Step 2 within twenty (20) calendar days of the circumstances giving rise to the grievance.

6.4. Arbitrator's Function and Authority. The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement to the grievance as submitted in accordance with Section 6.3. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power directly or indirectly to award or determine, any change in, modification or alteration of, addition to, or deduction from, any of the provisions of this Agreement. The arbitrator shall be bound by the principle that there are no restrictions intended on the rights or authority of The Center other than those expressly set forth in this Agreement.

6.5. Effect of Arbitrator's Decision. The decision of the arbitrator on any grievance properly submitted to him or her hereunder, if within the scope of his or her authority and power, shall be

final and binding upon The Center, the Union and the aggrieved employee.

6.6. Rules. Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations, except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern. Each grievance shall be separately processed in any proceedings hereunder unless the parties otherwise agree, except as provided in Section 6.3(c).

6.7. Expenses. The administration fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the parties.

6.8. Time Limits Mandatory. The time limits provided for herein are mandatory. Any waiver or extension thereof must be mutually agreed upon by both parties in writing. If a grievance is once settled or if it is not presented in writing or advanced to the next step of the grievance and arbitration procedure within the time limits provided for herein, it shall be considered closed and shall not thereafter be subject to the grievance procedure or arbitration hereunder. If an answer is not given within said time limits, the grievance shall be deemed denied on the date that such answer was due and the grievance may then be referred to the next step, but the time limit to advance the grievance to the next step shall not begin to run until the answer is given.

6.9. Scheduling of Meetings. The parties will endeavor to hold grievance meetings when practicable during the non-working time of the aggrieved employee and appropriate Union steward. When it is not practicable to hold such a meeting during non-working time, the aggrieved employee and the appropriate Union steward will not suffer loss of pay for the time spent attending such a meeting.

6.10. Union Steward. A Union steward shall be permitted to use a reasonable amount of work time with pay to process grievances, so long as The Center's operations are not disrupted.

6.11. Investigations of Employee Wrong Doing. Employees who are being investigated for wrong-doing will be notified of the type of potential wrong-doing. Potential types of wrongdoing include: inadequate supervision of clients, mistreatment of clients, client neglect, inappropriate behavior with another staff person, administrative duties misconduct and professional misconduct.

ARTICLE 7 - HOURS OF WORK, ADDITIONAL HOURS, COMP TIME AND OVERTIME

7.1. Work Schedules.

(a) The normal workweek will begin on Saturday at 12:01 a.m. The Center shall give notice to the Union and have the right to reopen negotiations concerning the starting and closing of the workweek.

(b)(1) The Center shall assign a work schedule to each employee at the time of his or her hire. Such schedule may require rotation of or varying work days or work hours. The Center may from time to time establish a different work schedule for any employee when The Center in its reasonable judgment determines that its operating needs so require. Before instituting any such changes in work schedule, The Center will give due consideration to the convenience of the employee(s) involved by

discussing the anticipated change with the employee(s) involved except in emergencies. Employees shall be given reasonable notice of changes in their work schedules, at least thirty (30) days prior to the change being implemented except in emergencies. In the event there is a dispute, The Center will consult with the Union, except when emergencies do not permit. If the employee is not satisfied with the change in work schedule, The Center upon request will bargain in good faith with the Union concerning the change. The Center and the Union will endeavor to conduct any such bargaining prior to the implementation of the change, but The Center may implement such a change, subject to any subsequent bargaining, as The Center deems appropriate.

(b)(2) Upon hire, the Service Director and Mental Health Outpatient Fee-For-Service Clinician will have negotiated a work schedule up to 40 scheduled hours based on client need, the hours of operation of the clinic and office availability. All subsequent permanent schedule changes requested by the Mental Health Outpatient Fee-For-Service Clinician must be approved in advance by the Service Director. Pending office availability and given client need, staff may otherwise adjust their schedule regularly to meet their authorized annual hours.

(c) The Center may release an employee from work prior to his or her usual quitting time for the day with pay in the event of snow emergencies or other circumstances deemed advisable by The Center. This subsection does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

(d) It is recognized that full-time employees, who are normally scheduled to work forty (40) hours per week, generally work 37 1/2 hours per week and receive one-half (1/2) hour paid time off for lunch each work day. Part-time employees who work a shift of six (6) hours or more will be entitled to receive one half (1/2) hour paid time off for lunch for work that day. Employees who work shifts of six (6) hours or more receive one-half (1/2) hour paid time off for a meal break each shift. Employees who work at least ten (10) hour shifts but less than twelve (12) hour shifts per day shall receive an additional fifteen (15) minute break. Employees who work twelve (12) or more hours that day shall receive two one-half (1/2) hour meal breaks for that shift. Managers and supervisors will make every reasonable effort to assure ahead of time that staff are able to take their breaks. This subsection does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

(e) Each employee in twenty-four (24) hour service programs shall submit a signed time sheet to his or her supervisor on a weekly basis. All other employees shall submit a signed time sheet to his or her supervisor on a bi-weekly basis.

7.2. Additional Hours, Shift Openings, Compensatory Time and Overtime.

(a) Additional Hours.

(i) Assigned Overtime Work. The Center may require any employee to work hours other than or in addition to her or his normal work schedule. Notwithstanding Section 7.2(b), an employee who is so assigned and works, in addition to his or her normal work schedule, a full established shift in the residential, emergency, or other 24-hour service programs shall be paid at his or her straight- time rate of pay for hours worked on such additional full established shift.

Overtime Pay for Forced Stays. When The Center mandates staff to remain at work for one half hour or more, staff who would otherwise receive a straight time rate of pay will receive

pay at the rate of one and one-half times. Staff who would otherwise receive a one and one-half times rate of pay, will receive pay at a rate of double time. There will be no pyramiding of this overtime benefit.

(ii) Voluntary Relief Coverage. The Center may assign relief work to any employee who has volunteered to provide relief coverage in addition to his or her normal work schedule, provided that the employee is available and qualified in the sole judgment of The Center. An employee who is assigned and works such voluntary relief coverage shall be paid at his or her regular straight-time rate of pay for work performed in the employee's own job category, and shall be paid for work performed in a lower rated job category at the employee's normal rate and for work performed in a higher rated job category at the employee's step in the higher rated job category. No employee may work in excess of 60 hours per week without prior approval of the Service Director or designee.

(iii) Shift Opening Preferences. The Center will offer relief shift openings to staff in the following order: regular part-time staff, regular full-time staff and Center pool relief staff in the relevant program or site; regular part-time staff, regular full-time staff and Center pool relief staff in other programs or sites and, outside agency relief staff. Regular staff must have signed up with a site or program in advance to be contacted. Preference within each listed categories of employees within the relevant program or site will be by seniority in the relevant program or site. Preference within each of the listed categories in other programs or sites will be by bargaining unit seniority. No employee may work in excess of 60 hours per week without prior approval of the Service Director or designee.

(b) Compensatory Time.

(i) Exempt Employees. Employees who are exempt from the overtime provisions of the Fair Labor Standards Act of 1938 and subsequent amendments ("FLSA") will earn compensatory time for hours worked in excess of the employee's normal work schedule.

(ii) Limitations. No compensatory time may be earned in excess of an accumulated total of thirty (30) hours earned except upon express written approval of the Chief Executive Officer.

(iii) Use of Compensatory Time. The scheduled use of compensatory time must be approved in advance by the immediate supervisor based on his or her assessment in his or her sole judgment of staffing needs.

(c) Overtime. All work performed by employees who are not exempt from the overtime provisions of the FLSA, when such work is approved by The Center, in excess of forty (40) hours in a work week shall be paid for at one and one-half (1 1/2) times the employee's regular hourly rate. When mutually agreeable to the employee and the immediate supervisor, each in their sole discretion, the employee may instead be compensated for such overtime by taking, within the same payroll period in which the overtime was worked, compensatory time at the rate of one and one-half (1 1/2) hours compensatory time for each hour of such overtime.

- (d) There shall be no duplication or pyramiding of any premium pay or overtime.
- (e) Except as provided in this subsection, meal periods, sleep-overs, and on-call time shall not be included in the computation of the number of hours worked for purposes of computing the compensatory time earned, overtime pay, or for any other purpose.
- (f) Consistent with The Center's current practice, if supervisory staff have received accurate timesheets from a bargaining unit employee, but the supervisory staff have not submitted these timesheets by Monday at 9:00 a.m., The Center will issue a manual check for the bargaining unit employee in respect of overtime pay worked.
- (g) Mental Health Outpatient Fee-For-Service Clinicians. The foregoing provisions of Section 7.2 shall not apply to Mental Health Outpatient Fee-For-Service Clinicians. In the rare situation of a client or site emergency, The Center agrees to pay the Mental Health Outpatient Fee-For-Service Clinician for additional hours of work at his/her regular rate of pay.

7.3. Basic Principles of Flex and Comp Time for Exempt Employees.

(a) In the event that it becomes necessary for an exempt employee to work more than his/her assigned hours of work on a given day, the direct supervisor is expected to make every effort to ensure that the employee is able to "flex" his/her schedule within a two-week time period so that the employee does not work more than his/her regularly assigned hours.

(b) In general, additional hours worked beyond an individual's assigned hours of work on a given day and flex time must be approved by an individual's supervisor with the exception of a staff person's involvement in an emergency clinical situation.

(c) In instances when "flex time" is approved, a staff person is entitled to take the amount of flex time accrued up to his/her regularly scheduled workday pending the supervisor's approval and program coverage needs.

(d) Requests for flex time should not be unreasonably withheld by the supervisor. If a supervisor is not able to grant the employee's flex time request within a two-week time period, the supervisor will approve the conversion of flex time to compensatory time. Approved compensatory time will be documented on the employee's time sheet.

(e) In instances when "Compensatory time" is approved, a staff person is entitled to take the amount of compensatory time accrued up to his/her regularly scheduled workday pending the supervisor's approval and program coverage needs.

(f) Requests to use the earned compensatory time should be made in writing using the standard 'Request for Leave' form. Supervisors should provide written approval or denial of this request on the 'Request for Leave' form. Requests will not be unreasonably withheld by the supervisor and must be taken within a six-month time period.

(g) Mental Health Outpatient Fee-For-Service Clinicians. This Section 7.3 shall not apply to

7.4. Service Expectations. For the purposes of this section:

- (a) "Hours worked" is defined as the total number of assigned work hours minus:
- Approved time off (eg. sick, holiday, personal, vacation, educational leave, snow, etc.)
 - Mandatory training time, including the substance abuse consult
 - Voluntary training time approved by the Director of Outpatient and CRS
 - Didactic seminars provided to students
 - Service planning time / Participation time on a committee approved by management
 - Contract negotiation meetings (up to 2 hrs. per week) for staff other than the 2 designated
 - Labor management meetings (up to 1 hr. per month) for staff other than the 2 designated
- (b) Productive hours will be calculated on a monthly basis and is comprised of the following:
- Face-to-face client contact (including language translation)
 - Group therapy time (for groups not co-lead and which last at least one hour in duration)
 - Group of 7 attended or less - additional half-hour
 - Group of 8 or 9 - additional 3/4 hour
 - Group of 10 or more - additional 1 hour
 - Billable consultation and education
 - Scheduled intake assigned by the Director of Outpatient and CRS
 - Outreach travel time - up to 2 hours per week
 - Supervision given to staff and students
 - Administrative duties time assigned by the Director of Outpatient and CRS –
 - Nurse Clinician - up to 4 hours per week
 - Substance Abuse Specialist - up to 3 hours per week
 - Latino Specialist - up to 2 hours per week
 - Contract negotiation meetings (up to 2 hours per week) for 2 designated staff
 - Labor management meetings (up to 1 hour per month) for 2 designated staff
 - 50% "no show" credit (for cancellations with less than 24 hour notice), as follows:
 - a. For 40 hr. employee - credit capped at 9 hrs. per month
 - b. For 30-39 hr. employee - credit capped at 8 hours per month
 - c. For 21-29 hr. employee - credit capped at 7 hours per month
 - d. For 20 hr. employee - credit capped at 6 hours per month
- (c) Productivity for the "Clinician" and for the "Clinician Supervisor / Clinician Coordinator" job groups will be calculated on a monthly basis and is calculated as the number of productive hours as defined in sub-section (b) divided by the number of hours worked as defined in sub-section (a). Productivity standards are as follows:

Position	Productivity Standard
20-Hour FTE	60%
24-Hour FTE	61%
30-Hour FTE	62.5%
32-Hour FTE	63%

35-Hour FTE	63.5%
40-Hour FTE	65%

(d) **Mental Health Outpatient Fee-For-Service Clinicians.** Due to the fact that Mental Health Outpatient Fee-For-Service Clinicians are paid only for billable outpatient contact hours (with minor exceptions), service expectations as outlined in this section do not apply to Mental Health Outpatient Fee-For-Service Clinicians.

7.5. Job Descriptions – Any significant changes in job descriptions will be submitted to the Labor-Management Committee for review (unless specifically required sooner by regulatory agencies) and an opportunity to meet about the proposed changes will be arranged. Staff will be given thirty (30) days notice prior to the changes being implemented.

7.6. Staffing – If there is a staffing concern at a particular program site, a staff person should identify this concern to their immediate supervisor to be addressed at all levels up to and including the Service Director, as needed. If the staff person is dissatisfied with the response received, the issue may be brought as an agenda item at the next Labor-Management Committee meeting. In the event that contract negotiations are occurring (which generally means that Labor-Management Committee meetings are suspended), a special Labor-Management Committee meeting which additionally includes the relevant manager(s) will be called to address the specific staffing concern. Please refer to 'Staffing Complaint Form'."

ARTICLE 8 – SALARIES

8.1. Salary Schedule.

A. Effective July 1, 2008, all salaried bargaining unit employees will receive a 1% wage increase and the salary scale will be adjusted accordingly (*Please refer to attached wage scale*).

B. Effective July 1, 2008 The Center will add a new 3% step at the top of the scale for each job group.

8.2. New Employees.

(a) A new employee will be placed at step 1 of the Job Group for his or her position except as provided in subsection (b).

(b)(i) A new employee hired to fill a "hard-to-recruit" position may be placed by The Center up to Step 6 of the appropriate Job Group, provided that no employee is hired at a salary level higher than that of a current employee in the same position within that site. Should The Center hire a new employee at a salary level which is higher than that of a current employee in the same position within that site, then upon the new employee's date of hire The Center shall increase the salary of such current employee to the same level as the new employee. Likewise, any current employee in the same position within that site who is at or above the step at which the new employee is being placed shall be advanced one step upon the new employee's date of hire. For the purposes of this subsection, a "hard-to-recruit" position is one which has remained vacant for at least one (1) month after The Center advertises for the position in accordance with its regular advertising procedure. An employee hired to fill such a position shall advance on the steps of the salary scale for the appropriate Job Group in accordance with Section 8.4(a).

(ii) Except for transfers for disciplinary reasons, when an employee transfers to a site at which a new employee was hired above Step 1 as a "hard-to-recruit" position, if the transferring employee is filling a position that was posted as "hard-to-recruit", the transferring employee will receive the step increase, if any, that the employee would have received if the transferring employee had been employed at the site when the new employee was hired.

(iii) If an employee who has received a "hard-to-recruit" step increase, pursuant to either subsections (i) or (ii), subsequently transfers to a different site, the transferring employee shall retain his/her "hard-to-recruit" step(s) if he/she had been at the "hard-to-recruit" site for at least one (1) year from the effective date of his/her "hard-to-recruit" step increase(s).

8.3. Adjustment Upon Change in Job Group.

(a) An employee who is permanently transferred on a voluntary basis to a higher-rated Job Group in the bargaining unit will be placed on the salary scale for the new Job Group at the lowest step which equals or exceeds the sum of (i) the salary rate for the step at which the employee was placed immediately prior to the transfer and (ii) the difference between step 1 of the employee's new Job Group and step 1 of the employee's former Job Group. An employee who is transferred on a voluntary basis to a lower-rated Job Group will be placed on the same-numbered step of the new Job Group.

If a staff person is involuntarily transferred to a lower paying job, he/she will remain at their current rate of pay until the new pay scale equals that pay level.

(b) Upon a change in Job Group, an employee whose salary was greater than the step on which he/she was placed (i.e., whose salary was "frozen") shall be placed on the salary scale for the new Job Group based upon the salary rate for the step at which the employee was placed, rather than the employee's actual salary. In the event that the employee's salary immediately prior to the transfer is greater than the step at which the employee is placed in the new Job Group, (a) the employee's salary will not be reduced;

(b) the employee will advance to the next step on his/her next anniversary date; and (c) the employee's salary will not increase until the employee has advanced, in the normal progression, to a step exceeding the employee's salary immediately prior to the transfer.

8.4. Salary Increases.

(a) Step Increases. Each employee will advance to the next step of his Job Group on his or her anniversary date of employment within that Job Group, until attaining the maximum step, provided, that any "salary reserve" funds, however denominated, may be used to fund (or, if insufficient to fully fund, to partially fund) such increases.

(b) Other Salary Increases. The Chief Executive Officer may approve salary payments required by State funding agencies in excess of those required by any provision of this Article, subject to Board approval. The Center will notify the Union not less than two (2) calendar weeks prior to such a change in salary payments.

8.5. On-Call Pay. Center staff who participate in on-call duties for the Emergency Services Team

will be paid \$5.00 per hour while on beeper/on-call time. When called in, such staff will be paid for on-site coverage at his or her regular straight-time rate of pay for work performed in the employee's own job category, and at the entry level (Step 1) straight time rate of pay for work performed in another job category. When an on-call clinician is called-in, he/she will be compensated for a minimum of four hours paid time.

8.6. Emergency Team Shift Differential. Except on holidays, emergency team staff will be paid, in addition to their base salary, a shift differential of \$1.35 per hour for each hour worked from 11:00 p.m. through 8:00 a.m., or from 8:00 a.m. through 11:00 p.m. on Saturdays and Sundays.

8.7. Mental Health Outpatient Fee-For-Service Clinicians.

Effective July 1, 2008, All Outpatient Fee-For-Service Clinicians will receive a 5% increase to their Fee-For-Service rate and the Fee-For-Service rates will be adjusted accordingly. Mental Health Outpatient Fee-For-Service Clinicians will be paid as follows:

<u>Mental Health Outpatient Fee-For-Service Clinicians Job Groups</u>	<u>July 1, 2008</u>
Medicare-Approved Outpatient FFS Clinicians (LICSW, PhD, RN, MSN, NP)	\$33.44 per hour
LCSW Outpatient FFS Clinicians	\$33.08 per hour
LMHC Outpatient FFS Clinicians	\$33.08 per hour

For other Mental Health Outpatient Fee-For-Service Pay Practices, please refer to Article 26.3.

In addition to the above wage increases, the following MH Residential and Supported Housing Reorganization will take place:

- All MH Residential and Supported Housing staff in job group 11 (overnight) will be upgraded to job group 1 (Counselor I)
- All MH Residential Staff in job group 1 (Counselor I) will be upgraded to job group 2 (Counselor II)
- All MH Residential staff in job group 2 (Counselor II) will be upgraded to job group 3 (Counselor III)
- All MH residential staff in job group 3 (Counselor III) will be upgraded to job group 5 (Clinical Supervisor/Coordinator)
- All Supported Housing staff in job group 2 (Counselor II) will be upgraded to job group 7 (Case Coordinator)

All residential staff upgraded would be placed on their existing step in the new job group.

In addition to the above wage increases and MH Residential and Supported Housing Reorganization, please refer to the Fourth Side Letter Agreement, "Quality Care Fund Payments."

ARTICLE 9 – HOLIDAYS

9.1. Holidays Observed.

(a) The following holidays are observed by The Center:

New Years' Day	Martin Luther King
Presidents' Day	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Holidays will be observed under this Agreement on the day established by the law of the Commonwealth of Massachusetts for its observance as a legal holiday, except that when a holiday falls on a Sunday, it will be observed on the following Monday, and when a holiday falls on a Saturday, it will be observed on the preceding Friday. For twenty-four (24) hour service programs and PACT, all holidays will be observed on the actual day on which they fall.

(b) When Christmas or New Year's Day is observed on a Tuesday, Wednesday, Thursday, Friday or Saturday, The Center will, subject to its operating requirements, release employees from work without loss of pay no later than 1:00 p.m. the day preceding Christmas or New Year's, respectively. All staff who work more than four hours from 7:00 a.m. through 11:00 p.m. on the eve of the Christmas or New Year's holidays shall earn one hour of compensatory time for every hour worked beyond four hours, not to exceed a total of four hours of compensatory time earned.

9.2. Holiday Pay.

(a) Employees shall be eligible to receive a day off with holiday pay on each holiday observed by The Center, subject to the provisions of this Article. Holiday pay for a full-time employee shall be in the amount of eight (8) hours' pay. Regular part-time employees shall be eligible for holiday pay pro-rated on the basis of the number of hours worked divided by 40, effective upon the date of ratification. For example, if a staff person's regular schedule is 23 hours per week, benefits will be pro-rated at a rate of 23 / 40ths of an FTE.

(b) In the event that an employee is normally scheduled to work on the day that the holiday is observed for more than the number of hours to which he or she is entitled to receive holiday pay (the "excess hours"), the employee shall either (i) be paid for such excess hours not worked by using the employee's unused accumulated vacation, personal leave, or compensatory time, if any, as the employee selects, or (ii) work additional hours, which shall be scheduled at the discretion of the supervisor, in that calendar month equal to the number of excess hours not worked on the holiday and not compensated for by holiday pay; or (iii) not be paid for the excess hours.

(c) In the event that an employee is normally scheduled to work on the day that the holiday is observed for fewer than the number of hours to which he or she would otherwise be entitled to receive holiday pay, the employee will in lieu of the holiday and holiday pay receive as time off with holiday pay the difference between the number of hours to which the employee would otherwise be entitled to receive holiday pay and the number of hours that the employee is normally scheduled to work on the day that the holiday is observed. Such time off must be taken prior to the next holiday observed by The Center, except that in the period beginning with Christmas and ending with Presidents' Day such an employee may accumulate and carry over up to twelve (12) hours of such

unused accumulated holiday time.

9.3. Scheduling. The Center may schedule any employee to work on a holiday. The Center will make reasonable efforts to equitably rotate employees who are required to work a holiday. In such event the employee will in lieu of the holiday and holiday pay receive another day off with holiday pay at a time approved by The Center. In the case of residential staff and emergency staff, such unused accrued holiday time may be accumulated up to a maximum of twenty-four (24) hours except that the Chief Executive Officer or designee may authorize the accumulation of additional unused accrued vacation time. It is the responsibility of such staff to submit a written request for such approval. In the case of other staff, the alternate day off must be taken prior to the next holiday observed by The Center.

9.4. Eligibility. In order to be entitled to holiday pay, an employee must work his or her full hours as scheduled on the last scheduled working day before the holiday and the next scheduled working day after the holiday, unless the failure to work on such day or days was excused by The Center.

9.5. Effect of Holiday During Vacation or Paid Sick Leave. When a holiday occurs while an employee is on vacation or paid sick leave, such holiday shall not be counted as part of the employee's paid leave.

9.6. Holiday Differential. All staff who work on a holiday shall be paid at one and one-half (1 1/2) times their regular straight-time rate of pay for all hours worked from 11:00 p.m. of the evening preceding the holiday through 11:00 p.m. of the day of the holiday.

All staff who work on Christmas Eve and/or New Year's Eve shall be paid at one and one-half (1 1/2) times their regular straight-time rate of pay for all hours worked from 3:00 p.m. of the evening preceding the holiday through 11:00 p.m. of the day of holiday.

9.7. The provisions of Sections 9.2 through 9.6 do not apply to Mental Health Outpatient Fee-For-Service Clinicians.

9.8. Accrued Holiday Use. Basic Principles:

At the end of Fiscal Year 2008 (June 30, 2008, if a full-time person has over 120 hours of accrued holiday time, they will be eligible for a payout of up to two weeks.

All full-time eligible staff must use their unused accrued holiday time above the cap by the end of Fiscal Year 2009 (June 30, 2009). The annual cap for non-24hour programs is 20 hours. The annual cap for 24-hour programs (i.e. residential, respite, emergency services and PACT) is 40 hours.

As of July 1, 2009, if a full-time staff person is still over his/her respective cap, then accrual of holiday time will stop until holiday time is brought down to the cap.

These principles should be applied to part-time staff on a pro-rated basis as specified in Section 11.3.

ARTICLE 10 - EMPLOYMENT STATUS

10.1. Seniority.

(a) **Definition.** Seniority means length of continuous employment with The Center from the most recent starting date of employment, except as provided in Section 10.1(b).

The seniority for fee-for-service staff Lia Collins, Carolyn Lynes, Brian Rafferty and Krystal Rheinhold will include their past service for The Center as salaried clinicians.

(b) **Loss of Seniority and Employment Rights.** An employee will lose all seniority and employment rights by and/or upon:

(i) Resignation;

(ii) Discharge;

(iii) Failure to report for work at the expiration of an approved leave of absence;

(iv) Employment elsewhere during an authorized absence from work or during an approved leave of absence, except if the employee advises The Center of his or her intended employment elsewhere and The Center declines to offer work to the employee for the hours that the employee intends to be employed, or as expressly authorized in writing in advance by the Chief Executive Officer or designee;

(v) Failure to notify The Center that he or she accepts a recall within seven (7) calendar days of the date of mailing by registered or certified mail of a recall notice; or failure to report for work while on layoff status within two (2) weeks in the case of a support employee or within four (4) weeks in the case of a professional employee of the date the employee notifies The Center that he or she accepts the recall;

(vi) Failure to do any work for The Center for a period of twelve (12) months (not including periods covered by an approved leave of absence).

If an employee is re-employed following the loss of his or her seniority, he or she shall be deemed a newly hired employee for all purposes under this Agreement, except as provided in the following sentence. If an employee resigns in good standing after working at least twelve (12) consecutive months, and is thereafter re-employed within twelve (12) months, the employee will upon successful completion of the probationary period regain the seniority that he or she had as of the effective date that the employee resigned, and will be placed within the appropriate Job Group at the salary step number that he or she attained as of the effective date that the employee resigned.

10.2. Probationary Employees.

(a) **Attainment of Seniority.** Each newly hired employee shall be deemed a probationary employee during his or her first six (6) months of continuous employment and shall not acquire any seniority status until completion of his or her probationary period. Upon successful completion of his or her probationary period, an employee's seniority shall then date back to his or her date of employment. In the event that a newly hired employee is absent from work during said probationary period; the probationary period shall be extended by the number of days that the employee is so absent.

(b) **No Recourse on Discipline or Termination.** During the probationary period, an employee may be disciplined or terminated in the sole discretion of The Center without any recourse under this Agreement.

10.3. Layoff and Recall.

(a) **Selection of Affected Positions.** In the event that The Center determines to lay off employees, The Center shall designate Job Groups within programs to be affected by the layoff. The current programs of The Center for purposes of layoff and recall are: MR Residential, MH Residential/Supported Housing, Outpatient/CRS, Options, Potter Place, Transitions, ICS, PACT, MR Crisis/MR Clinical, MR Respite, MH CSP/Respite, MH Crisis and Support Services and Mental Health Outpatient Fee-For-Service Clinicians.

(b) **Notice and Discussion.** The Center shall notify the Union of an anticipated layoff prior to the date of the layoff and shall at the same time provide three agency-wide seniority lists containing names and for each: Job Groups, dates of hire, programs, and worksites. One will be alphabetical by name, one sorted by program and one sorted by Job Group. The Center shall provide the Union with four (4) weeks' notice, if practicable; if not, The Center shall notify the Union as soon as is practicable. A labor-management group will meet to discuss any issues raised by either side pertaining to the layoff. Nothing in the preceding sentence shall affect The Center's ability to implement a layoff at any time. This meeting shall take place prior to the layoff, if practicable.

(c) **Posting.** Prior to selecting the employees to be affected by the layoff, The Center shall post (i) the positions affected by the layoff and (ii) a seniority list, by program, of employees within Job Groups, affected by the layoff, specifying job title and hours per week. Postings required by this section shall be made at all The Center's work locations. Any employee within the affected position(s) who is willing to accept voluntary layoff prior to the selection of affected employees pursuant to subsection (d) shall apply in writing to the Chief Executive Officer, with a copy to the Union, within four (4) calendar days of the posting of the notice. The most senior volunteer within the Job Group and program affected by the layoff will receive the layoff.

(d) **Selection of Affected Employees.** Within the Job Group and program designated by The Center pursuant to 10.3(a), each layoffs shall be by seniority with the least senior employee laid off first, provided the remaining employees are fully qualified and available for the remaining positions. Employees who work eighteen (18) or fewer hours per week in affected position(s) shall be laid off before employees who work more than eighteen (18) hours per week. Probationary employees within affected position(s) shall be laid off prior to any employee with seniority in the same position(s).

(e) **Bumping.** An employee selected to be affected by a layoff may upon request, if he/she has more seniority, displace one of the two least senior employees in the same Job Group anywhere in the agency where they meet the minimum qualifications of that Job Group or displace one of the two least senior employees in the same or a lower Job Group in their program. If he/she chooses to bump into a lower Job Group, he/she will receive the salary of that Job Group at his/her current step. A displaced employee may in turn exercise bumping rights or shall be laid off. To displace another employee pursuant to this paragraph, the affected employee shall submit a request to The Center within two weeks after the date of the notification of the layoff.

(f) **Notice to Employees.** In the event that The Center determines to lay off an employee, the affected employee will receive two (2) weeks' notice or pay in lieu thereof.

(g) **Recall.** An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of his or her layoff. If subsequent to a layoff a vacancy occurs in a position within a Job Group from which employees have been laid off, employees who have been laid off from that Job Group will, if fully qualified for the vacant position, be recalled in reverse order of the layoff. Recall notices shall be sent via certified or registered mail.

An employee with recall rights is required to keep The Center informed of his or her current mailing address, including any temporary address where he or she can be reached if the employee will be traveling or otherwise away from his or her current mailing address. An employee who is recalled must notify The Center that he or she accepts or declines the recall within seven (7) calendar days of the date of mailing of the recall notice, and if the recall is accepted, must report to work within fourteen (14) calendar days of the date of mailing of the recall notice, or the employee shall forfeit his or her seniority and all other employment rights. An employee who declines a recall shall be entitled to recall rights for the remainder of the twelve-month period. Probationary employees who have been laid off have no recall rights.

(h) An employee who is on layoff and whose recall rights have not expired, and who continues Edinburg health and/or dental insurance coverage pursuant to the provisions of "COBRA," shall not be charged the 2% COBRA service fee.

10.4. Discipline and Discharge.

(a) The Center retains the right to discipline and discharge for just cause employees who have completed their probationary period. It is understood that no reduction in hours of, or failure to utilize, a Mental Health Outpatient Fee-For-Service Clinician shall be considered discipline or discharge or subject to grievance or arbitration.

(b) The Center will notify the employee and the Union in writing within (2) working days after any discharge, suspension, or written warning. The failure to provide such notice shall not affect such discharge, suspension or written warning, but will extend the period within which the affected employee may file a grievance.

(c) The Center 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. The Center will delay the start of the interview for a reasonable period of time in order to allow a Union representative an opportunity to attend.

(d) The Center agrees to act at all times in such a manner as to ensure that proper dignity and respect are accorded to employees, and shall endeavor to correct employee errors or misjudgments in private, but the failure to do so shall not affect the validity of the discipline or discharge.

10.5. Personnel Files. Upon request, an employee may examine and obtain copies of the contents of his or her personnel file maintained by the Chief Executive Officer, except for those materials such as confidential references which the Chief Executive Officer determines to be confidential. A representative of the Union similarly may review the contents of an employee's personnel file upon the written authorization of the employee involved or as provided by law.

10.6. Annual Performance Evaluations and Disciplinary Documents.

Each employee shall be afforded an opportunity to review and sign his or her annual performance evaluation and to discuss it with the appropriate supervisor. Each employee shall be afforded an opportunity to review and sign any written confirmation of an oral warning (if one is prepared), written warning or notice of suspension involving the employee. Any written warning (or written confirmation of an oral warning) relating solely to tardiness or absenteeism shall be removed from the employee's personnel file upon the employee's written request submitted eighteen (18) months after the date of the document, provided no similar incident has occurred during that eighteen (18) month period.

10.7. Resignation. An employee who desires to resign his or her employment with The Center shall give The Center at least four (4) weeks' prior written notice of such resignation in the case of a professional employee, three (3) weeks' notice in the case of Counselors I and II, and two (2) weeks' notice in the case of a support employees and Overnight Counselors. The above notice requirements may be reduced or waived by the Chief Executive Officer when he or she determines that because of urgent and compelling reasons the employee is unable to give such notice. An employee who fails to provide such notice or who does not within one (1) calendar week of the employee's final day of work complete assigned work tasks and client records, return Center property, submit an updated time sheet including the last date of employment, and comply with other standard administrative requests which shall be made on a reasonable basis, shall forfeit his or her rights to accrued benefits on termination.

ARTICLE 11 – VACATION

11.1. Vacation. Employees shall earn vacation during each calendar month of employment as follows:

- (a) Full-time employees with less than four (4) years' seniority shall earn vacation at the rate of one and one-quarter (1 1/4) days for each such completed calendar month of employment (in the calendar month that the employee is hired, the employee shall earn vacation pro-rated on the basis of the employee's date of hire);
- (b) Full-time employees with four (4) or more but less than ten (10) years' seniority shall earn vacation at the rate of one and one-half (1 1/2) days for each such completed calendar month of employment;
- (c) Full-time employees with ten (10) or more but less than fifteen (15) years' seniority shall earn vacation at the rate of one and three-quarters (1 3/4) days for each such completed calendar month of employment;
- (d) Full-time employees with fifteen (15) or more years' seniority shall earn vacation at the rate of two (2) days for each such completed calendar month of employment. An employee shall not earn vacation for a calendar month of employment in which the employee is on an unpaid leave of absence.
- (e) Regular part-time employees shall be eligible for vacation pay pro-rated on the basis of the number of hours worked divided by 40, effective upon the date of ratification. For example, if a staff person's regular schedule is 23 hours per week, benefits will be pro-rated at a rate of 23 / 40ths of an FTE.

11.2. Application Procedure. Requests for vacation of more than three (3) consecutive days must be submitted to the employee's immediate supervisor at least fourteen (14) calendar days before such vacation is to begin. The scheduled use of vacation must be approved in advance by the immediate supervisor based on his or her assessment in his or her sole judgment of staffing needs. In the event that there are pending before a supervisor two or more conflicting requests for vacation which the supervisor does not resolve based on sound clinical judgment of staffing needs, preference in granting requests shall be equitably rotated, with such rotation beginning with the employee with greatest seniority.

11.3. Amount of Vacation Pay. Vacation pay for full-time employees shall be in the amount of eight (8) hours' pay for each day of vacation used. Regular part-time employees shall be eligible for vacation pay pro-rated on the basis of the number of hours worked divided by 40, effective upon the date of ratification. For example, if a staff person's regular schedule is 23 hours per week, benefits will be pro-rated at a rate of 23 / 40ths of an FTE. In the event that an employee is normally scheduled to work on a day that vacation is granted for more than the number of hours to which he or she is entitled to receive vacation pay (the "excess hours"), the employee shall either (i) be paid for such additional hours not worked by using the employee's unused accumulated vacation, personal leave, or compensatory time, if any, as the employee elects, or (ii) work additional hours, which shall be scheduled at the discretion of the supervisor, in that calendar month equal to the number of excess hours not worked on the vacation day and not compensating for by vacation pay; or (iii) not be paid for the excess hours.

11.4. Accumulation of Vacation. An employee who is terminated shall not be paid for more vacation than his or her accumulated unused vacation. An employee may not accumulate or carry forward from one calendar year to the next more than twelve (12) months' vacation accrual, except as approved in writing by the Chief Executive Officer. Effective July 1, 2006, and each July 1 thereafter, those staff with accumulated unused vacation in excess of two (2) years' vacation accrual will be allowed a cash-out of the excess over two years' accrual up to two (2) weeks of vacation accrual. Effective January 1, 2007, an employee who still has accumulated unused vacation in excess of two (2) years' vacation accrual shall, notwithstanding Section 11.1, accrue no additional vacation until the employee's accumulated unused vacation is reduced below the maximum 12 months' accrual. Effective July 1, 2006, employees who are not eligible for the July 1, 2006 vacation cash-out but who have over one year's vacation accrual will stop accruing vacation until their vacation accrual is reduced below the 12 month maximum vacation accrual.

11.5 Accrual of Time. Upon converting from a monthly time sheet to a bi-weekly or weekly time sheet system, all time will be accrued on a bi-weekly or weekly basis.

11.6. This Article does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

ARTICLE 12 - SICK LEAVE

12.1. Accumulation of Sick Leave. Full time employees shall earn eight hours of sick leave for each completed calendar month of employment (in the calendar month that the employee is hired, the employee shall earn sick leave pro-rated on the basis of the employee's date of hire). Regular part-time employees shall be eligible for sick leave pro-rated on the basis of the number of hours worked divided by 40, effective upon the date of ratification. For example, if a staff person's regular

schedule is 23 hours per week, benefits will be pro-rated at a rate of 23 / 40ths of an FTE.

12.2. Use. Subject to this Article, an employee shall be entitled to paid sick leave for time lost from his or her normally scheduled work only for the following reasons:

(a) Personal illness or injury to the employee which prevents the employee from working;

(b) Illness in the employee's immediate family (as defined in Section 13.2) which requires that the employee be absent from work to care for the ill family member, for up to three (3) calendar days per occurrence and ten (10) days in a calendar year, or such further amount as may be approved by the Chief Executive Officer in his/her sole discretion.

(c) Appointments of the employee for professional health services which the employee is unable to schedule during non-working hours; and

(d) Childbirth or adoption leave, to the extent authorized by Section 13.4

In addition, an employee may be required to take sick leave when The Center in good faith determines the employee has been exposed to a contagious disease and that the employee's presence at The Center may constitute a hazard to other employees and/or clients of The Center. The Center shall pay the cost of any medical examination it requires in connection with making the determination provided in the preceding sentence, to the extent that the cost of such exam is not covered or reimbursable by the employee's existing health insurance.

12.3. Procedure. An employee who desires to take sick leave must notify his or her immediate supervisor at least one (1) hour prior to the time that he or she is scheduled to work (in the case of shifts beginning after noon, four (4) hours prior to the scheduled reporting time) except in cases of extreme emergency. In such cases, the immediate supervisor must be notified as soon as possible. Failure to comply with this section may result in denial of sick leave paid and/or disciplinary action.

12.4. Amount of Sick Leave Pay. Sick leave pay for an employee shall be in the amount of one hour's pay for each hour of sick leave used.

12.5. Fitness for Duty. If The Center has reason to believe that an employee is not fit for work due to illness or injury, then The Center may require medical evidence satisfactory to The Center in order to assure The Center that an employee is fit to resume or continue her or his duties without jeopardizing the health or safety of the employee, patients or other staff. The Center shall not act unreasonably in exercising its discretion under this paragraph.

12.6. Effect of Workers' Compensation. In the event that an employee receives workers' compensation benefits for a period of time lost due to illness or injury, the sick leave payments for such period shall be reduced by the amount of such workers' compensation benefits.

12.7. Payment for Unused Accumulated Sick Leave. An employee whose employment terminates in good standing, will be paid for unused accumulated sick leave in an amount calculated in accordance with the following formula: (i) number of unused accumulated sick leave hours as of termination of employment, not to exceed three hundred twenty (320) hours, multiplied by (ii) fifteen (15) percent, multiplied by (iii) the employee's regular straight time hourly rate of pay at the

time of termination.

12.8. Accrual of Time. Upon converting from a monthly time sheet to a bi-weekly or weekly time sheet system, all time will be accrued on a bi-weekly or weekly basis.

12.9. Except for Sections 12.5 and 12.6, this Article does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

ARTICLE 13 - PERSONAL LEAVE

An employee shall be entitled to one (1) day paid personal leave upon the completion of each four (4) month period of employment, subject to a maximum permissible accumulation of six (6) personal leave days. The amount of personal leave pay shall be computed in the same manner that vacation pay is computed under Section 11.3. Personal leave should be requested in writing when possible. This Article shall not apply to Mental Health Outpatient Fee-For-Service Clinicians.

13.1. Accrued Personal Leave Use: Basic Principles:

At the end of Fiscal Year 2008 (June 30, 2008), if a full-time staff person has over 120 hours of personal time, they will be eligible for a payout of up to two weeks.

All full-time staff must use their personal time above the cap (6days = 48 hours) by the end of Fiscal Year 2009 (June 30, 2009). (As specified in this contract, one day is equal to 8 hours).

As of June 30, 2009, if a full time staff person is still over the cap of 48 hours, then accrual of personal time will stop until personal time is brought down to the cap.

These principles should be applied to part-time staff on a pro-rated basis as specified in Section 11.3.

ARTICLE 14 - BEREAVEMENT LEAVE

Full-time and regular part-time employees who are normally scheduled to work thirty (30) hours or more per week shall be entitled to paid bereavement leave for normally scheduled hours which the employee would otherwise have worked for up to twenty-four (24) hours per occurrence in order to attend the funeral of a member of the employee's immediate family as well as immediate family of significant others, and to take care of other matters in connection with the death. Regular part-time employees who work 29 hours or less shall be entitled to 16 hours of bereavement leave. The Chief Executive Officer may grant additional unpaid leave, not to exceed sixteen (16) hours, for the purposes of travel in connection with an employee's bereavement leave. The term "immediate family" means parents, stepparents, children, stepchildren, siblings, spouses, grandparents, grandchildren, in-laws, and persons regularly living in the employee's household. This Article does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

ARTICLE 15 - JURY DUTY

Upon submission to The Center of proper evidence of jury service and of the amount of juror's compensation received, validated by the clerk of the court, The Center will pay an employee the difference, if any, between the amount received by her or him as juror's compensation and her or his

regular salary actually and necessarily lost on account of such jury service. If an employee is excused or released from jury service during her or his regular work day, she or he shall return to work.

For Out-Patient Fee-For-Service Mental Health Clinicians, The Center will pay the clinician the difference, if any, between the amount received by his/her juror's compensation and his/her pay for the average paid hours for a given day, based on the prior quarter's average paid hours for the corresponding day of jury service for the first three days of jury duty. Consistent with Section 16.8, The Center may on a case by case basis pay for additional hours of jury service.

ARTICLE 16 – OTHER LEAVES OF ABSENCE

16.1 Application Procedure. Except as otherwise provided, requests for leaves must be submitted in writing to the employee's immediate supervisor as far in advance of the requested leave as is possible, setting forth such information or evidence pertaining to the leave as The Center may require. All leaves must be approved in advance by the employee's immediate supervisor.

16.2. Family and Medical Leave. The Center will provide leave in accordance with the Federal Family and Medical Leave Act of 1993, except in such instances where state laws or this collective bargaining agreement provide greater benefits to the employee.

An eligible employee is entitled to FMLA leave of absence for one or more of the following reasons:

- birth of a son or daughter and care for the newborn son or daughter;
- placement with the employee of a son or daughter for adoption or foster care;
- care for the employee's spouse, child, or parent of the employee who has a serious health condition; or
- inability of the employee to perform the functions of his or her position due to a serious health condition of the employee.

An employee on FMLA leave will receive 12 weeks of paid health insurance under FMLA regulations except where more coverage is provided within this Article. Any FMLA leave shall be charged to any accumulated vacation, sick time, holiday, personal, or compensatory time, as appropriate, and thereafter such leave shall be without pay.

16.3 Medical Leave and Workers' Compensation Leave. The Center will pay for up to the first five days that staff are out when injured on the job. A medical leave of absence not exceeding six months of paid and unpaid time shall be granted for personal illness or injury of the employee which prevents the employee from working. A leave of absence not exceeding one year shall be granted to an employee who is prevented from working because of an injury, suffered in the course of his or her employment with The Center, for which benefits are received under the Massachusetts workers compensation laws. Medical documentation for leave requests must be provided upon the beginning of any such leave and after the third, sixth and ninth months of each leave, as applicable, except as specified by the FMLA. The Center reserves the right to require a second medical opinion. During any period of unpaid leave granted pursuant to this section up to six (6) months, The Center will continue to pay its portion of the employee's monthly medical and dental insurance premiums under The Center's insurance programs.

16.4. Childbirth and Adoption Leave. The Center will provide this leave in accordance with the

Federal Family and Medical Leave Act of 1993, except in such instances where state laws or this collective bargaining agreement provide greater benefits to the employee.

(a) Employees who have successfully completed their probationary period are eligible, under the Massachusetts Maternity Leave Law, for up to eight (8) weeks' leave for the birth of a biological child or the adoption of a child under eighteen years of age or adopting a mentally or physically disabled child under the age of 23, provided that the employee intends to and does return to work following such period of leave. When employees who are eligible for FMLA leave take Massachusetts Maternity Leave, the leave shall be charged against the employee's FMLA entitlement to the extent that the leave is taken for an FMLA purpose. Requests for such leave must be given at least two (2) weeks in advance of the anticipated date of departure. Such leave shall be charged to the employee's accumulated unused vacation, personal leave, compensatory time, holiday, or sick leave, if any, and thereafter said leave shall be without pay.

(b) An employee who is not eligible for FMLA leave and who will not be primarily responsible for the care of the child may request leave at the time of birth or adoption for up to a total of two (2) weeks. Such leave shall be charged to the employee's accumulated unused vacation, personal leave, compensatory time, holiday, or sick leave, if any, and thereafter said leave shall be without pay.

(c) An employee who will be primarily responsible for the care of a newborn or newly-adopted child under the age of seven may request extended childbirth leave not to exceed a total of twelve months, including any FMLA and/or Massachusetts Maternity Leave also taken. Such leave shall be charged to any accumulated unused vacation, sick, holiday, personal or compensatory time, as appropriate, and thereafter such leave shall be without pay. Requests for extended childbirth or adoption leave must be submitted to the employee's immediate supervisor at least two (2) months before the expected date of birth or adoption, if practicable, and must indicate the requested dates for the leave to begin and end.

During the first six months of childbirth or adoption leave, The Center will continue to pay its portion of the employee's monthly medical and dental insurance premiums under The Center's insurance programs. If the employee does not return to work at The Center following his or her childbirth or adoption leave, the employee must reimburse The Center for all premiums paid by The Center during the employee's period of leave without pay. An employee on such childbirth or adoption leave status must notify his or her immediate supervisor, not more than six (6) weeks after the birth or adoption of his or her expected date of return to employment at The Center.

16.5. Military Service Leave. Employees shall, upon completion of military service, be granted such rights of reinstatement as required by law.

16.6. Effect on Benefits. Except as provided in Section 16.2 or Section 16.3, an employee on an unpaid leave of absence who wishes to maintain medical and dental insurance benefits must pay the full cost of coverage as determined by The Center, making arrangements with The Center to continue coverage and for timely payment of medical and dental insurance contributions in the manner specified by The Center. During a month when a staff person is on an unpaid leave, his/her monthly accrued time earnings will be pro-rated for that month. Accrued time is earned on the last day of the month.

16.7. Education Leave. Employees may be granted up to one week per year of paid education

leave for purposes of attending conferences, workshops and/or academic courses that The Center determines will enhance the employee's ability to perform his or her job or that are license/certification required. For the purpose of this section, a "week" is defined as the employee's regularly scheduled workweek, subject to a maximum education leave of forty (40) hours per year.

16.8. Other Leaves of Absence. At any time upon written request to the Chief Executive Officer, The Center may grant other leaves of absences for any purpose with or without pay at the sole discretion of The Center, and no such determination shall be subject to the grievance and arbitration procedures set forth in Article VI of this Agreement.

16.9. Employment Elsewhere During a Leave. An employee on an approved leave of absence who engages in employment elsewhere that is inconsistent with the purpose of the absence shall be deemed to have quit voluntarily.

16.10. Reinstatement Upon Expiration of Leave. Except as otherwise provided, upon the expiration of a leave of an approved absence pursuant to this Article, the employee will be returned to his/her former position if the employee returns within six months, and if he/she returns after six months he/she will be returned to the same position or to a substantially similar position within the same Job group for which he/she is qualified, subject to the provisions of Article 12.5. The employee's seniority and anniversary date will not be affected after reinstatement by a leave of absence pursuant to this Article.

16.11. Except for Section 16.2, this Article does not apply to Mental Health Outpatient Fee-For--Service Clinicians.

ARTICLE 17 - INSURANCE BENEFITS

17.1. Health Insurance Program.

(a) The Center and the Union agree to a change of health insurance plans to Blue Cross/Blue Shield New England Value Plus for all employees, (with \$10 co-pay and overall increase of 2.9%). The Center will contribute toward individual coverage an amount equal to 81% of the respective Blue Cross/Blue Shield plan and 80% toward family coverage for the respective Blue Cross/Blue Shield plan.

Any employee who opts out of the insurance program during open enrollment in June 2008 or following the ratification of this agreement will be eligible for the following payments:

Pending the submission of alternative health insurance documentation, an employee who has or had health insurance through The Center for a period of six months or more will be eligible for an annual payment of \$1200 (twelve hundred dollars) if he/she chooses to terminate individual health insurance coverage or \$1500 (fifteen hundred dollars) if he/she chooses to terminate family coverage. These payments will be paid in quarterly installments with the first quarter payment to be effective the date that the employee drops health insurance coverage and thereafter at the end of the second, third, and fourth quarters of the "buyout year" providing the employee continues to work at The Center twenty or more hours per week.

(b) The Center will contribute, on behalf of Mental-Health Out-Patient Fee-For-Service Clinicians

who are scheduled to work a minimum of 20 billable hours per week and are paid an average of 16 hours per week, toward health insurance coverage 100% of the benefit specified under this agreement for non-Fee-For Service staff (e.g., 81% of the cost of individual Blue Cross/Blue Shield plan.)

The Center will contribute, on behalf on behalf of any of the following named Mental Health Fee-For-Service Clinicians (Carol Slade, Jeannie Plugis, Lia Collins, Krystal Rheinwald, Brian Rafferty, Carolyn Lynes) who are scheduled to work a minimum of 15 billable hours per week, and are paid an average of 12 hours per week, toward health insurance coverage 50% of the benefit specified under this agreement for non-Fee-For –Service staff. All other Fee-For-Service Clinicians who are scheduled to work a minimum of 15 billable hours per week and are paid an average of 12 hours per week will be eligible to purchase health insurance at 100% of the cost under the Agency’s health insurance program.

If a Fee-For Service clinician is not participating in the Center Health and/or dental insurance program and wishes to do so, he or she may purchase such insurance during the June open enrollment period. Eligibility for Center contributions, as set forth above, will be calculated annually in June based of the preceding June 1-May 31. A Fee-For-Service clinician may exclude, from the calculation of eligibility, any week, up to six (6) weeks per year, wherein paid hours are low or non-existent (e.g. due to vacation, medical absence, low show-rate, holiday.)

17.2. Dental Insurance Program. Employees may participate in The Center's dental insurance program. For employees who elect to participate on an individual coverage basis, The Center will contribute seventy-five (75%) of the premium; for employees who elect to participate on a family coverage basis, The Center will contribute, in addition, sixty percent (60%) of the difference between the family and individual coverage premiums.

The Center will contribute, only on behalf of Mental Health Outpatient Fee-For-Service Clinicians who are scheduled to work a minimum of 20 billable hours per week and are paid an average of 16 hours per week, toward dental insurance coverage 100% of the benefit specified under this Agreement for non-Fee-For-Service staff.

The Center will contribute, on behalf of any of the Fee-For-Service Clinicians named in Article 17.1 (b) who are scheduled to work a minimum of 20 hours per week and are paid an average of 12 hours per week, toward dental insurance coverage 50% of the benefit specified under this Agreement for non-Fee-For-Service staff. All other Fee-For-Service clinicians who are scheduled to work a minimum of 20 hours per week and are paid an average of 12 hours per week will be eligible to purchase dental insurance at 100% of the cost under the Agency’s dental insurance program.

17.3. Deduction of Employee Contributions. In order to be eligible for either medical or dental health benefits, the employee must provide The Center with written authorization to deduct and withhold from the employee's salary the employee's share of the health insurance costs.

17.4. Life Insurance. Employees may participate in The Center's life insurance program. This Section does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

17.5. Short-Term Disability Plan. Effective March 1, 2000, The Center will provide a 50% matching contribution for those staff who purchase short-term disability coverage. The policy will

have a one-week wait period, duration of 90 days and will provide 60% of an individual's salary.

17.6. Long-Term Disability Insurance. Employees may participate in The Center's long-term disability insurance program. This Section does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

17.7. Changes in Insurance Program. The Center may implement changes with respect to the eligibility, coverage, or benefits of the insurance programs and may substitute for the present plans another plan or plans, provided such changes or other plans, when considered as a whole, are at least as beneficial to eligible employees and their eligible dependents with respect to eligibility, coverage and benefits. The Center shall notify the Union prior to implementing any change under this section and, at the Union's request, shall discuss such changes. If the Center and the Union do not agree upon the change, the Union may submit directly to arbitration the issue of whether the substitute plan or plans meet the standard set forth above.

17.8. Refunds or Dividends. The Center shall be entitled to any dividends or refunds in connection with the insurance programs.

17.9 Insurance Policies and Contracts Govern. It is understood that The Center will not itself operate the insurance programs in this Article but instead will maintain policies or contracts with insurance companies or health maintenance organizations which will administer said programs. The benefits and eligibility requirements under these programs shall be as provided in the applicable policies and contracts. The benefits under such programs shall be subject to such conditions and limitations as are set forth in the policies or contracts. Any disputes concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

17.10. Federal or State Legislation. Should any Federal or State legislation be effective during the term of this Agreement providing benefits paralleling any of these provided under this Article and imposing the cost thereof on The Center, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative, and The Center shall be relieved of the cost thereof.

ARTICLE 18 - OTHER BENEFITS

18.1. Tax-Sheltered Annuity. Employees may participate in The Center's tax-sheltered annuity program by making the necessary arrangements with The Center and by providing The Center with written authorization to deduct and withhold from the employee's salary the amounts which the employee elects to contribute.

18.2 401(k) Retirement Plan. Effective January 1, 2006, following the end of each fiscal year, The Center will contribute to the Agency's 401(k) plan, in respect of eligible employees, 1% (one percent) of the employee's annual base salary.

18.3 Mental Health Outpatient Fee-For-Service Clinicians may participate in The Center's 401(k) Retirement Plan by making the necessary arrangements with The Center and by providing The Center with written authorization to deduct and withhold from the employee's compensation the amounts which the employee elects to contribute. The Agency does not make contributions on behalf of Mental Health Outpatient Fee-For-Service Clinicians.

18.3. Expense Reimbursement. When authorized by The Center in advance, an employee who travels on Center business will be reimbursed at the I.R.S.-approved rate per mile, provided that the employee submits such documentation as The Center may require. Other reasonable expenses incurred in connection with travel on Center business may be reimbursed by The Center on such terms and conditions and to such extent as the Chief Executive Officer deems appropriate.

18.4. Tuition Reimbursement.

(a) The Center shall expend up to \$20,000 for each fiscal year for a tuition reimbursement program.

(b) A Center employee who is enrolled at an accredited institution in a degree program in a health care-related field that The Center determines to be relevant to the employee's job at The Center, may apply for tuition reimbursement benefits for course(s) that are part of that degree program.

(c) The Center shall approve applications from eligible employees on a "first-come, first-serve basis" by semester, subject to the funding limits set forth in subsection (a). An employee may be reimbursed for costs per semester equal to three credits at the University of Massachusetts rate, plus administrative costs up to five hundred dollars (\$500). After the first nine (9) months of the fiscal year, employees may apply for tuition reimbursement for one additional course in the event that the Center has not yet expended \$20,000. for the fiscal year.

(d) In order to receive payment, the employee must provide evidence satisfactory to The Center that the employee attained a grade that meets the institution's requirements for a degree. For each course for which an employee receives reimbursement, the employee must agree in writing to remain at The Center for three months beyond the date of course completion, and that if the employee fails to meet that commitment, the employee will refund the tuition reimbursement benefits to The Center, from the employee's final paycheck(s) or otherwise.

(e) Staff requests for temporary schedule changes in order to pursue coursework as described in this section shall not unreasonably be denied.

(f) Employees may request and be granted up to three hundred dollars (\$300) per year reimbursement to pay for continued licensure, and relevant conferences, seminars, and workshops that provide continuing education credits to maintain licensure. This benefit shall be available to all salaried employees and all Out-Patient Fee-For-Service Clinicians.

Section 18.5. Cell Phones The Edinburg Center will compensate a staff person twenty dollars (\$20) per month if the staff uses his or her personal cell phone in order to perform job duties. The Edinburg Center will determine which programs and which job groups require cell phones to perform job duties. In addition, the Edinburg Center will determine which programs and which job groups will use agency cell phones and which programs and which job groups will be able to use their personal cell phones and receive the reimbursement. For Fiscal Year '09, The Edinburg Center has determined the following bargaining unit staff to be eligible for a cell phone allowance: MR Clinical Team staff, Supported Housing Staff, ICS outreach staff, CRS staff and PACT staff. Cell phone allowances shall be computed as taxable income.

ARTICLE 19 - ANNOUNCEMENT OF JOB OPENINGS

19.1. Prior to filling an open position in the bargaining unit on a permanent basis, The Center shall post a notice of such opening at its locations at 169 Elm Street, Waltham, and 1040 Waltham Street, Lexington; 15 Vernon St., Waltham; 742 Massachusetts Ave., Arlington; 282 Bedford Street, Lexington; and all residential sites; Massachusetts for a period of fourteen (14) calendar days, indicating the salary range for the position, the required or preferred minimum academic attainments and/or experience, and the supervisor to whom interested employees should apply. Unless The Center is keeping a position vacant, The Center will attempt to post within 15 days. At the time that the job opening is posted, The Center shall also mail a copy of the posting, with a headline labeled "Please Post", to each of The Center's other facilities, addressed to "Staff". At the time that the job opening is posted, The Center may also seek applicants not employed by The Center. In filling an open bargaining unit position on a permanent basis, when more than one applicant who meets any posted prerequisites applies for the position, The Center shall fill the opening on the basis of the comparative qualifications of the applicants as determined by The Center. "Qualifications" means job performance, references, prior experience, education and training, and other factors that reasonably relate to the applicant's ability to perform the job successfully. When the applicants' qualifications are relatively equal, seniority will be the determining factor. This Article does not apply to Mental Health Outpatient Fee-For-Service Clinicians.

ARTICLE 20 - PROFESSIONAL RESPONSIBILITIES

20.1. Confidentiality of Client Information. Employees must keep confidential all information received from or concerning Center clients. Such information may be released only in accordance with The Center's policies.

20.2. Outside Activities. Employees may not conduct private practice or consultative services during their hours of employment by The Center or at Center facilities. Employees may not provide such services to any individual who is then a client of The Center or who has been treated by The Center within the preceding ninety (90) days, without the prior written approval of the Chief Executive Officer. Employees may not directly or indirectly compete with The Center with respect to clients, patients or services that otherwise would be provided by The Center.

20.3. Scope of Assignments. The Center shall not require an employee to perform duties that are not consistent with the general responsibilities of the employee's position.

ARTICLE 21 - OCCUPATIONAL SAFETY AND HEALTH

The Center recognizes its obligations under applicable federal and state laws concerning occupational safety and health. Management agrees to act promptly upon all reasonable requests by employees regarding employee health and safety. Non-urgent concerns with respect to occupational safety and health issues shall be brought to the attention of the Labor-Management Committee under Article 20.

ARTICLE 22 - SUBCONTRACTING OUT

The Center shall not subcontract out work if it causes the layoff of employees unless The Center has notified the Union of its intent to effect, and offers the Union an opportunity to bargain concerning the effects of, such subcontracting.

ARTICLE 23 - LABOR-MANAGEMENT COMMITTEE

In order to provide a means for continuing communications between the parties, a Labor-Management Committee shall be established which shall consist of three (3) representatives designated by The Center and three (3) bargaining unit members designated by the Union. Said committee shall meet periodically to discuss topics 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.

ARTICLE 24 - LIVE-IN RESIDENTIAL COUNSELOR POSITION

24.1. Employment of Counselor. The Center may employ live-in residential counselors in the residential program for either five (5) or seven (7) overnights per week. Such a live-in residential counselor shall, during the term of his/her employment in the position, be provided with a room or rooms at the residential site.

24.2. Five (5) Overnight Per Week Basis. Live-in residential counselors who act as residential counselor for five (5) overnights per week from 11:00 p.m. - 7:00 a.m. and also for 20 day hours per week (which include Monday-Friday 7:00 a.m. - 9:00 a.m.) shall be paid a salary at an annual rate of \$8,487 (Eight Thousand four hundred eighty-seven dollars).

24.3. Seven (7) Overnight Per Week Basis. Live-in residential counselors who act as residential counselors shall be paid a salary at an annual rate of \$7,250 (Seven Thousand two hundred fifty dollars).

24.4. Hours Worked. The hours between 11:00 p.m. and 7:00 a.m. spent at The Center site per night on sleep-over will not be counted as hours worked for the purpose of calculating overtime. However, any hours spent by the residential counselors during those hours actually working on such problems as may arise shall be recorded and reported to The Center and shall be counted in determining the accumulation of hours for overtime.

24.5. Room Occupancy. The occupancy of a room or rooms at a Center site by a live-in residential counselor is a condition of employment, not a tenancy, and as such the right of the residential counselor to use the room will cease when the employment relationship is terminated by either party at any time and for any reason.

24.6. Written Agreement. The Center may secure from any live-in residential counselor a written agreement concerning the foregoing matters in a form satisfactory to The Center.

ARTICLE 25 - DEPENDENT CARE ASSISTANCE PLAN AND FSA

The Center will offer employees a dependent care assistance plan in accordance with the provisions of the Internal Revenue Code.

Consistent with IRS guidelines and Massachusetts regulations, The Center will implement a Flexible Spending Account (FSA) Plan using the following schedule:

0 - 1 year of employment *	Not eligible.
After 1 year through 4 years of employment	\$500.
5+ years of employment	\$1000.

*based on an employee's anniversary date of hire

ARTICLE 26 - MENTAL HEALTH OUTPATIENT FEE-FOR-SERVICE CLINICIANS

26.1 Applicability of Contract Provisions. Except as specifically provided otherwise, the provisions of this Agreement shall apply to Mental Health Outpatient Fee-For-Service Clinicians.

26.2 Certain Provisions Inapplicable. The following provisions of this Agreement shall not apply to Mental Health Outpatient Fee-For-Service Clinicians:

- a. Section 7.1(c)
- b. Section 7.1(d)
- c. Section 7.3
- d. Sections 8.1, 8.2, 8.3, 8.4, 8.5, and 8.6
- e. Sections 9.2, 9.3, 9.4, 9.5, 9.6, and 9.7
- f. Article 11
- g. Sections 12.1, 12.2, 12.3, 12.4, 12.7, and 12.8
- h. Article 13
- i. Article 14
- j. Sections 16.1, 16.3 through 16.7, 16.9, 16.10
- k. Sections 17.4, 17.5, and 17.6
- l. Article 19

26.3. Certain Pay Practices.

(a) Mental Health Outpatient Fee-For-Service Clinicians will be paid an additional one-half (1/2) hour's pay for each group counseling session conducted and for groups of 8 or 9 will be paid an additional 3/4 hour's pay and for groups of 10 or more will be paid an additional hour's pay.

(b) By prior mutual arrangement with the Service Director, Mental Health Outpatient Fee-For-Service Clinicians may opt to cover phone intake screenings over the course of an hour scheduled for that purpose or over the course of the clinician's scheduled day. In either circumstance, the Mental Health Outpatient Fee-For-Service Clinician will be paid one (1) hour's pay for phone intake.

(c) Mental Health Outpatient Fee-For-Service Clinicians will be paid at their regular hourly rate of pay for attendance at mandatory meetings.

(d) Mental Health Outpatient Fee-For-Service Clinicians who work an average of less than ten billable hours per week will be paid up to one (1) hour's pay per month when they attend team meetings and/or supervisory meetings.

(e) Mental Health Outpatient Fee-For-Service Clinicians who work an average of ten billable hours or more per week will be paid up to two (2) hours' pay per month when they attend team meetings and/or supervisory meetings.

(f) Mental Health Outpatient Fee-For-Service Clinicians will be paid two (2) hours' pay at their regular rate of pay per intake.

(g) When the Agency consolidates its corporation staff and consultant payrolls during FY 2005, Mental Health Outpatient Fee-For-Service Clinicians may elect to have their pay directly deposited into their personal bank accounts.

ARTICLE 27 – MISCELLANEOUS

27.1. Completeness of Agreement. This Agreement contains the complete agreement of the parties, and no additions, waivers, deletions, changes or amendments shall be effective during the life of this Agreement, unless evidenced in writing, dated and signed by the parties hereto. A waiver or failure to enforce any provision or provisions of this Agreement in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor preclude either party from relying upon or enforcing such provision or provisions in any other case.

27.2. Precedence of Laws and Regulations. It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement is in contravention of such laws, regulations, rulings or orders, such provision of the Agreement shall be null and void.

27.3. Severability. The provisions of this Agreement shall be severable and the illegality or invalidity of any such provision shall not affect the validity of any other provisions.

27.4. Changes in Job Responsibilities when a Supervisory Vacancy Exists. A Labor Management Committee will develop a process that reflects the principle that, "when an employee performs the majority of job responsibilities of a higher paying position for more than three (3) weeks, due to permanent or temporary vacancy in the higher paying position, the employee will be paid the higher pay grade at the employee's own step.

27.5. Staff Meetings. Management will review current practices to minimize or eliminate staff having three or less hours between staff meetings and their shifts.

27.6. Supervision. If a staff person has a concern about supervision, this concern will be addressed at any management level up to and including the Service Director, as needed. If the staff person is dissatisfied with the response received, the issue may be brought as an agenda item at the next Labor-Management Committee meeting. In the event that contract negotiations are occurring (which generally means that Labor-Management Committee meetings are suspended), a special Labor-Management Committee meeting which additionally includes the relevant manager(s) will be called to address the specific supervision concern.

27.7 Union Notification. The Center agrees to verbally notify the Union when planning on opening, closing or moving a site. Unless an emergency, management will provide the Union with at least 30 days written notice when we open, close or move a site or in the event that substantial job changes will be made.

27.8 Edinburg IDs. The Center will provide Edinburg IDs for staff within a reasonable period of time after the contract is ratified.

ARTICLE 28 - MERGER PROTECTION

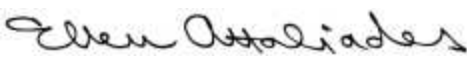
In the event of merger, sale, or transfer of the ownership of The Center, or any part thereof, The Center will notify the Union within one business day after filing the documentation of such merger, sale, or transfer. This Collective Bargaining Agreement shall be binding upon the Union and The Edinburg Center, Inc., or any successor thereof. In the event The Center desires an agreement to merge, sell, lease or transfer ownership and/or management of its operations in whole or in part, it shall be a condition of any such agreement, and be inserted into any such agreement, that this Collective Bargaining Agreement and all the obligations thereof shall be binding upon any purchaser, transferee or other successor.

ARTICLE 29 – DURATION

29.1 This Agreement shall be effective as of May 1, 2008 except as otherwise specifically provided herein, and shall remain in full force and effect to midnight of April 30, 2011, and from year to year thereafter, unless written notice of a desire to terminate this agreement is given by either party to the other party by registered or certified mail at least ninety (90) days prior to any such renewal date.

There will be re-openers on wages and health insurance effective April 30, 2009 and April 30, 2010, respectively.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their fully authorized representative as of the day and year first above written.

THE EDINBURG CENTER, INC	LOCAL 509, SEIU
BY: 	BY:
10/22/08	

Edinburg Wage Scale FY 2009:

APPENDIX A
 STAFFING COMPLAINT FORM
 (Each Supervisor/Manager has five working days to respond)

Nature of Complaint:	
Date:	Date Submitted to Supervisor:
Name(s)	
Supervisor Response:	Date:
Name(s)	Date Submitted to Service Director:
cc: Service Director:	
	Date:
Service Director Response:	
Name(s)	Date Submitted to Labor Management
Chief Executive Officer or Designee Response:	
Date (After Labor-Management Meeting)	

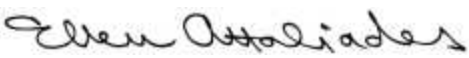
APPENDIX B1
UNION MEMBERSHIP/DUES DEDUCTION CARD

APPENDIX B2
COPE DEDUCTION AUTHORIZATION CARD
(SEIU LOCAL 509 POLITICAL EDUCATION FUND)

FIRST SIDE LETTER OF AGREEMENT

SEIU Local 509 and The Edinburg Center, Inc. (The Center) agree that any job title being deleted in the 1996-1999 Collective Bargaining Agreement will be restored to the bargaining unit automatically and immediately if such position should be refilled.

For example, occupational therapists (OTs) are being deleted because there are no OTs currently employed and there is no intent to employ OTs again, but not because OTs fall outside the scope of the bargaining unit. If The Center should re-employ an OT in the future, the agency agrees it will not oppose their automatic reinsertion into the recognition clause and the bargaining unit. This principle applies to all titles being deleted.

For SEIU Local 509:	For The Edinburg Center:
	
Date:	Date: 10/22/08

SECOND SIDE LETTER OF AGREEMENT

The Center and Service Employees International Union Local 509 hereby agree as follows:

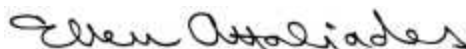
1. During the term of the collective bargaining Agreement between The Center and SEIU Local 509, if SEIU Local 509 determines to submit a grievance to arbitration pursuant to the Collective Bargaining Agreement, and the Union prefers to utilize the services of the Labor Relations Connection, the following procedure shall be followed:

a. The Union shall notify The Center, and the parties shall thereupon attempt to agree upon an Arbitrator by mutual agreement, and if the parties are able so to agree mutually, they may refer the matter to the Labor Relations Connection for administering the arbitration.

b. If the parties are unable to agree on the selection of an Arbitrator and submission of the matter to the Labor Relations Connection, the Union may submit the grievance to the American Arbitration Association for processing in accordance with the provisions of the collective bargaining Agreement, except that the time for the Union to file a Demand for Arbitration with the American Arbitration Association shall be tolled (suspended) from the time that the Union notifies The Center that it would prefer to submit the case to the Labor Relations Connection, until the parties determine that they will be unable to agree upon selection of an Arbitrator and submission to the Labor Relations Connection, or sixty (60) days, whichever comes first.

For SEIU Local 509

For The Edinburg Center



Date:

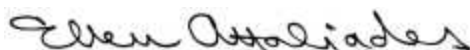
Date: 10/22/08

THIRD SIDE LETTER AGREEMENT

The Edinburg Center, Inc. ("The Center") and SEIU Local 509 hereby agree as follows: For any open-ended references in existing job descriptions such as, "Other relevant job duties as needed" or "Performs other duties as may be assigned by Program Director or designee", The Center will substitute "Other job duties as required and consistent with the nature of the job."

For SEIU Local 509

For The Edinburg Center



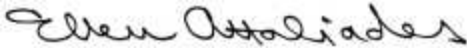
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FOURTH SIDE LETTER AGREEMENT

QUALITY CARE FUND PAYMENTS

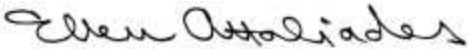
In the event the Commonwealth appropriates and The Edinburg Center receives additional funds for pay increases for employees who participate in trainings and The Edinburg Center receives (so-called Quality Care Payments), the employer will distribute the funds in accordance with state requirements. To the extent that the distribution of such funds, to individual employees is discretionary, the parties agree to bargain over such discretionary distribution and related training requirements provided, however, that the purpose of this section and of any bargaining hereunder is solely to allow the employer and its staff to take advantage of additional funds that are actually being awarded by the state in the form of Quality Care Payments. The employer shall not be required to bargain about wages generally, except as otherwise set forth in this Agreement, nor shall the employer be required to undertake or bargain about any training which involves or results in increased costs, nor forego other funding in order to obtain Quality Care payments. The employer shall have no obligations whatsoever under this section unless and until the appropriation of Quality Care funds and the availability of such funds for The Edinburg Center are a certainty. The no-strike provisions of this Agreement shall remain in full force and effect during any bargaining under this section.

THE EDINBURG CENTER, INC	LOCAL 509, SEIU
BY: 	BY:
10/22/08	

FIFTH SIDE LETTER AGREEMENT

TEMPORARY EMPLOYEES

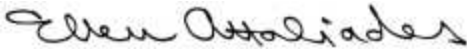
The Edinburg Center, Inc. ("The Center") and SEIU Local 509 agree to the goal of limiting the amount of shifts staffed by employees from external agencies and/or non-bargaining unit temporary and relief employees. Towards this goal, the parties agree to meet six months after ratification of this to review the status of hiring relevant positions.

THE EDINBURG CENTER, INC	LOCAL 509, SEIU
BY: 	BY:
10/22/08	

SIXTH SIDE LETTER AGREEMENT

The Edinburg Center, Inc. ("The Center") and SEIU Local 509 agree:

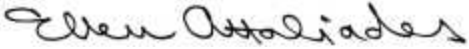
In response to the Union's employee bill of rights proposal, The Edinburg Center will form an agency-wide quality improvement committee. The goal of this committee will be to develop and implement a comprehensive action plan to address the issues and concerns that led to the bill of rights proposal. This committee will be comprised of management staff, union staff, diversity committee members, human rights committee members and other interested parties.

THE EDINBURG CENTER, INC	LOCAL 509, SEIU
BY: 	BY:
10/22/08	

SEVENTH SIDE LETTER AGREEMENT

The Edinburg Center, Inc. ("The Center") and SEIU Local 509 agree:

The Center will provide in-house trainings that provide CEU's. The number of trainings and number of CEU's provided will be subject to Labor- Management meetings.

THE EDINBURG CENTER, INC	LOCAL 509, SEIU
BY: 	BY:
10/22/08	