

AGREEMENT
BETWEEN
SEIU LOCAL 509
AND
COOPERATIVE FOR HUMAN SERVICES, INC.

July 1, 2006 – June 30, 2009

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AGREEMENT

Agreement entered into this 1st day of July, 2006, by and between Cooperative for Human Services Inc., (hereinafter referred to as the "Employer") and Local 509, Service Employees International Union, AFL-CIO/CLC (hereinafter referred to as the "Union").

PREAMBLE

The Cooperative For Human Services, Inc. ("CHS" and/or "Management") and the Service Employees International Union, Local 509 ("the Union") are committed to working together to promote a service delivery system in Massachusetts that provides mental retardation services which embody the following principles:

- It provides the greatest value to taxpayers and to the Commonwealth of Massachusetts who are the payers of those services;
- It provides for the maximum flexibility in meeting the needs of persons who receive services;
- It provides for the highest quality services for those persons who receive services and supports in a way which encourages each person receiving services to become valued members of communities within Massachusetts; and
- It recognizes that each individual receiving services must be empowered to make fundamental decisions about his or her residential, work, and educational and social settings.

The parties to this Agreement are committed to these principles and agree that these principles are not simply platitudes but are genuinely the core values, which are to guide the parties in their future work together.

One of the several key requirements in achieving such a service delivery system is a well-compensated, well-trained and empowered workforce.

ARTICLE 1 -- UNION RECOGNITION

1.1 *The Collective Bargaining Unit:* A majority of employees of the CHS have demonstrated their desire to have Local 509, SEIU as their exclusive bargaining representative. They share a commitment with management to ensuring high quality services and supports and to building relationships of trust with people served. Thus, in seeking to build their own organization, they are also seeking to develop a vehicle that will allow them to make a long-term career commitment to their work. CHS recognizes the importance of fostering such a commitment and therefore agrees to recognize Local 509, SEIU as their exclusive bargaining representatives. (See Appendix A for a list of titles included in the union bargaining unit).

Excluded from the bargaining unit shall be managerial and confidential positions on the Appendix A list, independent contractors of the member agencies, employees of

subcontractors of the member agencies, persons who are employees of consumers and Medicaid surrogates of consumers, student interns and work study students, and service recipients of the organization including those in supportive employment programs.

Employees in the bargaining unit shall include full-time and regularly scheduled part time employees who are scheduled for at least eight hours a week. Relief employees who average at least eight (8) hours of work per week for a calendar quarter will be included in the bargaining unit during the subsequent calendar quarter.

1.2 *New Classifications:* The Employer shall notify the Union and provide it with a copy of the job description and wage rate range for any new position.

ARTICLE 2 -- LABOR MANAGEMENT COMMITTEE

At the request of either party the parties shall convene a Labor/Management Committee. Said committee shall meet as needed and not more than once per month. The committee shall meet at mutually agreeable times. The committee shall be comprised of up to five (5) bargaining unit members selected by the union and up to five (5) managers. When the committee meets during hours that bargaining committee member(s) are scheduled to work, said committee members shall be released from work without loss of pay or benefits so that they may attend the meeting. The purpose of the committee shall be to discuss work related issues and problems that may develop at CHS, and for the purpose of improving communication, sharing information and promote better understanding between the parties. The committee shall not be for the purpose of continuing bargaining or in any way to modify, add to, or detract from the provisions of this agreement. Such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement. Grievances shall not be considered proper subjects of such meetings.

ARTICLE 3 -- PARTICIPATION OF THE PEOPLE WE SERVE

The parties agree that the participation of the people we serve in workplace decisions is important to our goals. We are committed, as workers and managers involved in the sensitive work of caring for people with disabilities, to continuous quality improvement in support of the people we serve. This means that we will seek to define ways, within labor/management decision-making, that the individuals being served can: 1) make decisions about the structure and shape of the supports that they receive; and 2) make permanent their role, along with their families, guardians, workers and other members of their communities in policies and practices related to employment issues. Both parties will take responsibility for ensuring that the full diversity of consumer experience is reflected in decisions.

To have a role in the process of employment means providing information to management affecting the selection, evaluation, promotion, transfer, discipline and

retention of employees. The parties agree that employment decisions shall ultimately be the sole and complete responsibility of management, unless modified by the parties to this Agreement. Employment decisions shall not be made based on arbitrariness, retaliation or bias from any parties providing information to the decision-making process. For example:

- Sometimes, due to the personal nature of the supports provided by CHS, the people we serve, their wishes and those of their families and guardians shall be considered in hiring decisions.
- During the reassignment of employees, in addition to seniority, decisions shall always consider the desires of the person who will be served, and the workers possession of the necessary skills to meet the individual's special needs for care and support.
- Participation on labor/management committees shall be such that the views of the people being served are incorporated into the process by which consensus is reached. One possible avenue ensuring views are incorporated includes actual membership on labor/management committees.

Both parties recognize and support the possibility that people we serve, in appropriate circumstances, may become employees of CHS and members of the appropriate bargaining unit.

ARTICLE 4 -- PROBLEM SOLVING AND GRIEVANCE PROCEDURE

4.1 *Problem Solving:* The parties agree to use a fair, constructive and expedient approach to resolving problems in the workplace. To that end, the parties to this Agreement shall attempt to resolve individual work-related disputes in an informal manner utilizing principles outlined below, prior to the initiation of a formal written grievance. This may involve workers raising issues with their immediate Supervisor. The matters which are subject to this informal method of problem solving shall include matters which are mandatory subjects of bargaining, subjects concerning the application or interpretation of the terms of this Agreement as well as other matters which are directly related to an employee's work performance.

The parties shall be permitted at least twenty-one (21) business days, or more by mutual agreement, from the date on which the alleged act or omission giving rise to the grievance occurred, or after the date on which there was reasonable knowledge by either the employee or the Union of this occurrence to resolve this matter informally.

In order to ensure that the agreements reached through this informal process reflect our mutual interests, we agree to the following principles:

- Problems are best solved by the parties involved.
- Consensus can only be achieved with full, open communication.

- The process must respect the privacy of the individual(s) involved.
- The individuals involved in a problem shall be given the opportunity to be heard at each level of the problem resolution procedure. Such opportunity shall also be provided to other persons directly involved in the problem. Consumer involvement shall be limited to management information gathering (per the "Participation of the People We Serve" article) unless there is compelling reason to directly involve them in the problem solving process or the individual expresses a wish to participate. If there is, they can be included at any stage of the problem solving process by mutual agreement or by external mandate.
- Workers covered by the collective bargaining agreement shall have a right to be represented by the union at any stage of the formal process, and in any investigation conducted by an outside agency.
- While retaining its full prerogatives, management will take the least punitive action towards the worker(s) involved while an internal/external state investigation is under way. In such actions, management will consider the well-being and safety of consumers.

4.2 *Grievance Procedure*

- A. The term "grievance" for purposes of this formal grievance procedure shall mean a dispute concerning mandatory subjects of bargaining and/or the application or interpretation of the terms of this Agreement.
- B. All grievances involving a disciplinary suspension, demotion and/or termination shall be filed at Step II within ten (10) business days from the date of implementation of the personnel action.
- C. All other grievances shall be filed in accordance with the following procedure:

Step I. An employee and/or the Union must submit a grievance in writing to the grievant's immediate supervisor. (Non-residential services staff shall submit the grievance at Step 2), or his/her designee, not later than twenty-one (21) business days after the date on which the alleged act or omission giving rise to the grievance occurred, or after the date on which there was reasonable knowledge by either the employee or the Union of this occurrence, or after the time permitted for resolving the matter informally has expired. A written grievance must include the facts alleged, the alleged violation, and the remedy sought. The immediate Supervisor, or his/her designee, shall meet with the employee and/or the Union for review of the grievance no later than ten (10) business days following the day the written grievance was received. The immediate Supervisor, or his/her designee, shall issue a written reply to the employee and/or the Union no later than seven (7) business days following the day the meeting was held.

Step II. In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step I, the appeal must be presented in writing to the Division Director, or his/her designee, within seven (7) business days following receipt of the Step I decision. The Division Director, or his/her designee, shall meet with the employee and/or the Union for review of the grievance no later than ten (10) business days following the day the appeal was filed. The Division Director, or his/her designee, shall issue a written reply to the employee and/or the Union by the end of seven (7) business days following the day on which the meeting was held.

Step III. In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step II, the appeal must be presented in writing to the Executive Director or his/her designee, within seven (7) business days following the receipt of the Step II decision. The Executive Director, and/or his/her designee (including the Board of Directors) shall meet with the employee and/or the Union for review of the grievance no later than ten (10) business days following the day the appeal was filed. The Executive Director, or his/her designee, shall issue a written reply to the employee and/or Union within seven (7) business days following the day on which the meeting was held.

Step IV. If a settlement is not reached in Step III, then either party may demand that the grievance be submitted to arbitration. The party demanding arbitration must notify the other party in writing and submit a Demand for Arbitration within fifteen (15) business days after the Step III decision has been received by the Union. The party demanding arbitration must notify the other party that it intends to submit the matter to arbitration.

This arbitrator will be chosen from amongst a panel of three mutually selected arbitrators. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The parties shall share the cost of arbitration equally, and each party shall bear the cost of its own legal expenses. The decision of the arbitrator shall be binding and final and not appealable.

Any grievance may be submitted to mediation by mutual agreement of the parties after a grievance has been filed for arbitration.

A resolution of a grievance at Steps I, II or III shall not constitute a precedent. The time limitations set forth in this article are of the essence of this Agreement. Any step or steps in the grievance procedure, and any time limits contained in any step of a grievance, may be waived by mutual agreement of the parties. The time limits contained in the formal grievance procedure are maximum limits and the parties agree to work toward reducing the number of days of the processing of individual grievances.

Management and the union reserve the right to have a second party participate in each step of the grievance process as needed.

ARTICLE 5 -- UNION SECURITY

5.1 *Union access:* The Employer agrees to allow duly authorized Union representatives access to its Employees for the purpose of conferring with employees covered by this Agreement and/or Union Stewards in connection with union business. Such access shall not interfere with the operations of the Employer and, except as noted below, shall not occur in the homes of the persons served. Upon advance notice, the Employer agrees to provide office space at its administrative office location for meetings and access to its employees. All meetings held at the administrative office location shall be held between the hours of 8:00 am – 8:00 pm.

5.2 *Union visitation:* The Employer agrees to allow identified Union Stewards access to the Employer's premises for the purpose of conferring with employees covered by this Agreement and in connection with union business, at times when the persons served residing at the premises are absent or asleep. Such visits shall not interfere with the operations of the Employer or the activities of the household. Identified Union Stewards shall notify either the Director of Human Resources, the Director of Residential Services or the Executive Director of CHS and provide advance notice of visits to the homes of the persons served. Such visits shall not be for the purpose of holding group meetings. Such visits shall be for the purpose of holding individual (one-on-one) meetings with bargaining unit members. If such visits disrupt the activities of the household, the CHS manager will request that the Union Steward leave the home. If such a request is made, or if an individual who lives at the home either returns to the home or awakens, the Union Steward shall comply with this request, the meeting will end and will be rescheduled. Such access shall at all times be subject to the general rules of the Employer governing visitors.

In addition, if the Employer chooses to hold a disciplinary, investigatory, or grievance meeting at the home of persons served, a Union Representative and/or Steward shall be allowed to attend the meeting.

5.3 *Paid Union time:* Union stewards/officers and grievant(s) shall have time off without loss of pay, benefits or other privileges for the investigation and processing of disputes/grievances. If a grievance hearing is scheduled during a grievant(s)'s work shift, coverage will be provided. The Union will furnish the Employer with a list of Union stewards. The list is to be updated quarterly and provided to the Employer.

Time off without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the Massachusetts AFL-CIO and SEIU as well as the Local 509 stewards' assembly and Executive Board meetings.

All time spent conducting Union Business which CHS is paying for, will be tracked on their time sheet with the payroll code of "U" marked in the appropriate area of the time sheet.

Management reserves the right to limit the amount of paid time for the labor/management committee not to exceed 10 hours per month.

5.4 *Union dues:* The Union shall have the exclusive right to the check off and transmittal of Union dues on behalf of each employee. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Alternatively, an employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof.

Each employee who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the effective date of the Agreement, a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

The Employer shall deduct dues or agency fees, with each paycheck, from the pay of employees who request deduction. The Employer shall transmit these funds promptly (but in no case more than 30 days) to the Treasurer of the Union. Included with the check will be a complete list of the employees whose dues or agency fees are included. Each list shall bear the name of the Employer and the starting and ending dates of the period that the employees worked.

The list shall be in alphabetical order by last name and shall contain the following information:

1. Full name of the worker
2. Social Security number - with member's consent
3. Work locations or, where a code is used, the work location code (If a code is used, the Employer shall provide the Union with a complete current list of codes and the addresses and phone numbers for those addresses).
4. Job title or job title code. (If a code is used the Employer shall provide the Union with a complete current list of job titles and the wage rates associated with them.
5. The gross wage of the worker for the pay period.
6. The number of hours worked.
7. The amount of dues deducted.

In the event that the Employer adds or changes codes in items #3 and #4 the updated list of codes and associated information shall be provided.

By mutual agreement the Employer and the Union shall attempt to transmit the information detailed above on magnetic media or by electronic transmittal and to convey the dues and agency fees deducted by electronic inter-bank transfer.

When the Employer deducts and transmits dues or fees in error to the Union the Union shall promptly process the overpayment and transmit it to the Employer or Employee.

5.5 *Committee on Political Education:* The Employer agrees to honor the voluntary contribution deduction authorizations from its employees who are Union members to the union's Committee on Political Education in the form provided for by the Union.

ARTICLE 6 -- MANAGEMENT RIGHTS

6.1 Except as otherwise limited by an express provision of this Agreement, the Employer shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and the standards of productivity and performance of its employees; establish and/or revise personnel evaluation programs; the determination of methods, means, and personnel by which the operations are to be conducted; the determination of the content of job classifications; the appointment, promotions, assignment, direction, and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees; the relief from duty of its employees because of lack of work and for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

6.2 Delivery of services to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

6.3 It is acknowledged that during the negotiations which resulted in this Agreement, the Employer and the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between parties and the Union agrees that the Employer shall not be obligated to any additional collective bargaining.

6.4 Any prior agreement covering employees in this bargaining unit shall be terminated upon the effective dates of this Agreement and shall be superseded by this Agreement.

6.5 It is agreed by the Employer and the Union that nothing in this Article or Agreement is meant to waive the Union's right to demand bargaining or to relieve the Employer of its obligation to bargain under the National Labor Relations Act.

ARTICLE 7 -- STRIKES

Neither the Union nor any employee shall engage in, induce, support, encourage or

condone a strike, work stoppage, sick out, slowdown, or withholding of services by employees. The Union shall exert its best efforts to prevent any violation of this paragraph and if such action does occur, to exert its best efforts to terminate it.

ARTICLE 8 -- DIGNITY AND RESPECT

The parties agree that all employees, individuals served, and management representatives shall be mutually treated with dignity and respect at all times. Through the Labor/Management Committee, the parties committed themselves to a new labor/management relationship that is based on trust and respect. This spirit shall be conveyed throughout the entire workforce. The Labor/Management Committee shall consider as priorities, training and the development of other means to accomplish this goal.

ARTICLE 9 -- WAGES

9.1 *Salary schedule:* All bargaining unit employees shall be paid according to the Salary Schedule set forth in Appendix B as part of this Agreement. All bargaining unit members who are currently paid above the rates listed in Appendix B will continue to be paid at their higher rate of pay.

All employees who are actively employed on the date of the signing of the Collective Bargaining Agreement, March, 16, 2007 will receive a 1.5% increase, retroactive to July 1, 2006. Effective March 1st, 2007, for all active employees the hourly rates will increase as follows; (refer to Appendix B, Salary Schedule)

In addition to the above, effective March 1, 2007, all active, eligible employee will receive the following: Direct Support Workers earning more than \$10.45 an hour will receive a \$0.55 a hour increase, Direct Support Workers earning less than \$10.45 an hour will receive a \$0.35 a hour increase, all Asleep Overnight will receive a \$0.33 increase a hour (included minimum wage increase), Assistant Program Directors will receive a \$0.63 increase a hour. Three Year Tenure: All employees regularly scheduled (with an approved PAF) to work more than twenty (20) hours per week upon reaching their 3 year anniversary date will receive a \$0.10 per hour increase effective as follows: eligible employees who reach his/her anniversary date between January 1st and June 30th will receive a \$0.10 per hour increase effective July 1st of that year. Eligible employees who reach his/her 3 year anniversary date between July 1st and December 31st will receive a \$0.10 per hour increase January 1st of the following year.

9.2 *Salary upgrade monies:* Whenever CHS receives new funds from the state for salary increases, commonly referred to as the "Salary Reserves," the parties shall engage in good faith negotiations concerning the allocation of such funds to wage increases for employees.

9.3 *Wage reopener:* Either party may open this Agreement for changes to Article 9: Wages, not including wage reductions, with written notice of this intent to the other party

not less than thirty (30) days prior to October 1, 2007 and July 1 2008, such changes not to be effective before October 1, 2007 and July 1,2008.

9.4 Assistant Program Directors shall be eligible for overtime as defined in Article 15.4.

9.5 *Call in rate of pay:* Employees called in to work and who report to work shall be paid a minimum of 3 hours pay at their regular rate of pay.

9.6 *Extra shifts:* Employees who work an additional shift beyond their normal schedule shall receive a pay rate equal to his/her regular rate of pay.

When an employee works in a new program that is not their regularly contracted program they shall be paid either their rate of pay in their contracted program or the rate of pay in the new program, whichever is higher.

9.7 *Beeper coverage:* The parties agree to establish a committee to develop a beeper coverage schedule for Assistant Program Directors.

9.8 *Reducing the use of temp agencies:* In order to reduce the usage of temporary agencies, the Employer may offer bargaining unit employees double time for shift that are difficult to fill. If implemented, it will be done only at the discretion and approval of the Executive Director or designee.

9.9 *Staff who temporarily fill in for manager:* When an employee is asked to assume the responsibilities and risks on behalf of a manager, he/she will be paid at the base hourly starting rate for the manager position for as long as he/she is performing the manager's duties.

ARTICLE 10 PROMOTIONS, VACANCIES AND TRANSFERS

10.1 Notice of Vacancies

A. When vacancies occur, every effort will be made prior to filling the vacancies to rearrange existing hours within the program so as to address, in order of priority, (1) the interests of full-time staff to adjust their regularly scheduled hours, (2) the interests of part-time staff to achieve a full-time position, and (3) the interests of part-time staff to adjust their regularly scheduled hours, provided that these efforts will not result in a vacancy that involves irregular or otherwise difficult to fill shifts.

B. When there is a vacancy in a bargaining unit position, a newly created position, and/or hours of bargaining unit work, which the Employer determines will be filled, a notice of such vacancy will be placed in each employee's work mailbox and remain open for a period of fourteen (14) consecutive days or

longer. In addition, all vacancies and newly created positions shall be posted at each worksite/residence at least ten (10) business days prior to the closing date. If the vacancy cannot be posted in an obvious location at a worksite/residence, the posting shall be placed in the posting book. In the event that management determines that due to the immediacy to fill a position or the special qualifications required by the position, simultaneous posting and advertising will occur.

C. All such notices shall include: a) job title; b) job responsibilities; c) starting salary and/or salary range; d) qualifications needed for the position; e) a listing of the promotional factors in order of priority; f) other pertinent information.

The parties agree that the following statement, and contact person, shall be displayed prominently on each job posting.

"All persons interested in this job posting should contact: _____, at: _____ to inquire about the job duties and assignments. The actual job duties and assignments may vary slightly depending on the needs of the individuals served."

In the case that the job posting changes, it will be reposted.

10.2 *Selection:* A qualified employee shall be selected for the position.

All internal applicants shall be considered, and be given preference over external candidates, for the filling of vacancies. In filling a vacancy in a bargaining unit position, the employee with the most seniority shall be given preference to fill the vacancy or new position, provided that he/she has the necessary qualifications to perform the duties of the job involved.

CHS may consider the following factors, in order of priority it determines is appropriate for a particular position, for promotions made pursuant to this article:

- Ability to do the job
- Work history
- Experience in related work
- Expressed desires of consumers and/or their family
- Education and training directly related to the duties of the vacant position
- Other relevant qualifications as determined by CHS to be appropriate for a particular position

Internal applicants shall be given preference in consideration for promotions. If two or more applicants are determined by CHS to be equal in accordance with the foregoing factors, the length of service with CHS shall be the deciding factor.

CHS and the Union both recognize the importance of internal promotions to the long-term success of CHS, and agree that efforts should be made for the career advancement of current employees. CHS and the Union also recognize the desirability for CHS to attract candidates with diverse backgrounds which may not be reflective of

its current employees into open positions, and the need for CHS to have flexibility when making determinations regarding those open positions, particularly in weighing the preferences and needs of the consumers. In recognition of these interests, CHS agrees to consider making an internal promotion to fill a position each time a position becomes available. However, CHS and the Union agree that nothing contained in this Agreement shall limit CHS's complete control and discretion to determine what positions are available, whether positions will be filled; and if positions are to be filled, how they are to be filled, whether by transfer, promotion or otherwise retains its management rights with regard to filling open positions. CHS and the Union agree that nothing in this paragraph is meant to undermine or negate the agreements earlier in this Article concerning notification and filling of vacancies.

10.3 *Additional duties:* Where the assignment of additional duties results in additional compensation, the position shall be posted, as above, so that all employees have the opportunity to apply for the position in accordance with this Article. However, if it is a site-specific additional duty resulting in additional compensation, the position shall be posted only in the specific site where such additional duty is performed.

ARTICLE 11 TRAINING

11.1 *Mandated Trainings:* All employees will be required to participate in agency training i.e. CPR, First Aid, Medication Administration (MAP) Certification, Orientation, and specific training related to the clinical needs of the individuals we serve, or as required by the Employer or regulatory agencies, including DMR, DPH, or DPPC. Management reserves the right to determine which trainings are mandatory. Employees who do not participate in mandatory training may be subject to disciplinary action, up to and including termination.

All new employees must participate in and complete the mandatory training requirements, including trainings required by the Employer, regulatory agencies, or the clinical needs of the individuals served, within the established probationary period. New employees who do not complete the mandatory training programs within the established probationary period may be subject to disciplinary action, up to and including termination.

All regular employees (those employees, including relief employees, who have completed the probationary period), must maintain current and valid certification for all mandatory training requirements.

All employees are required to obtain recertification prior to the date of expiration of their certification. The Employer will provide notification of expiration dates (see Article 11.3 Training Notification), however, it remains the responsibility of the employee to ensure that she/he obtains recertification prior to the expiration date.

In the case of First Aid, CPR and other mandatory training certifications, if an employee is not recertified prior to the expiration of the certification, the employee may be

suspended without pay and will be unable to work in any of the programs operated by the Employer until recertification is obtained. The employee shall have thirty (30) days to obtain recertification. If recertification is not obtained within thirty (30) days, the employee may be subject to termination of employment.

As with the failure to attend any scheduled work shift, uncertified employees who do not attend scheduled mandatory training or testing may be subject to disciplinary action up to and including discharge.

In the case of Medication Administration (MAP) certification, employees hired before 1/1/97 who have never been MAP certified and who fail MAP certification shall not be subject to discipline or discharge for lack of certification provided that the employees continue to actively participate in MAP training and testing. Employees who do not actively participate in MAP training and testing will be subject to termination of employment. The Employer will provide additional tutoring and/or training and continually work with the employee to establish his/her next training/testing dates until certification is obtained.

Employees who have completed the probationary period, were hired after 1/1/97 and before May 1, 2002, who are currently not MAP certified, shall have six (6) months from the date this Agreement is executed to obtain MAP certification. During this six (6) month period, employees shall not be subject to discipline or discharge for lack of certification provided that the employee actively participates in MAP training and testing. Employees who do not actively participate in MAP training and testing will be subject to termination of employment. The Employer will provide additional tutoring and/or training and work with the employee to assist him/her in meeting the timeframe for certification. If, at the end of the six (6) month period, an employee has not attained MAP certification, he/she may be demoted to a relief position. Once the employee obtains MAP certification, he/she may return to his/her previous position if it has not been filled by a regular employee.

Employees who fail the MAP recertification test prior to the MAP expiration date shall have six (6) months from the date of failure to obtain MAP certification. If certification is not obtained within six (6) months, the employee may be demoted to a relief position. Once the employee obtains MAP certification, he/she may return to his/her previous position if it has not been filled by a regular employee.

Employees who are not MAP certified may be restricted from or to specific program locations. If an employee must be transferred due to lack of MAP certification, every effort will be made to ensure the employee has a similar schedule in terms of hours, shifts, and days off. Once the employee obtains certification he/she may return to his/her previous position if it has not been filled by a regular employee. The number of opportunities and/or attempts to attain MAP certification will be governed in accordance with regulations and policies of the Medication Administration Program through DMR, DMH and DPH.

As with the failure to attend any scheduled work shift, uncertified employees who do not

attend scheduled MAP training and/or testing may be subject to disciplinary action up to and including discharge.

Employees may participate in and obtain certification or recertification through resources other than CHS (i.e. DMR, other provider agencies, local community groups, etc.). It is the responsibility of the employee to provide the Employer with proof of certification, and with an original, authentic card or certificate for the Employer to maintain on file.

Supervisors are responsible for insuring coverage when applicable, for the employees attending training.

11.2 *Training notification:* The staff development coordinator (or his/her designee) shall, on a monthly basis, send to each worksite/residence notification of all upcoming training opportunities. All workers shall be encouraged to participate in training.

The agency will provide notification of the need for recertification and training times and dates when applicable. The Employer will generate a report notifying all staff and their supervisory line, of certification expiration dates 90, 60, and 30 days prior to the expiration of required certification. It is the shared responsibility of the employee and the agency to make sure that certifications are up to date.

Whenever possible, the agency shall give all workers at least 30 days notice when a training is scheduled during a time when the worker is not usually scheduled to work. At no time shall an employee be disciplined or penalized for not attending a training scheduled at a time when the worker is not usually scheduled to work, if the employee was given less than two (2) weeks notice of the training.

11.3 *Cancelled Trainings:* Employees who arrive at a scheduled required training, which has been cancelled, shall be paid for the training at their regular rate for the amount of time the training was scheduled unless the employee has been personally notified of the training's cancellation at least 24 hours in advance. In instances where the Administration has attempted to provide information to employees relative to a cancelled training at least 24 hours in advance and the employee cannot be contacted as a result of a disconnected number, a lack of answering machine, or other listing other than the number listed in the employee's personnel file, the administration will not be responsible for compensation. It shall be the responsibility of employees to notify management of changes in home phone numbers. The Employer will not be responsible for compensation if 24 hours notice is not given due to: illness of the trainer, snow storms or untimely emergencies.

11.4 *Unauthorized Absences:* Any employee who does not notify their supervisor of their inability to attend a training, certification, or test, for which they have been registered, will be considered to be absent without authorization and may be subject to the disciplinary procedure, up to and including termination, provided that they were given at least two (2) weeks notice of the training. Notification to the Associate Director must be made within 24 hours outside of an emergency, in advance of the training in

order to be considered authorized. It will also be the responsibility of the employee to notify their direct supervisor of their inability to attend.

ARTICLE 12 SICK LEAVE

12.1 Sick Leave

- A. *Sick Time accrual.* Full time employees will be eligible for 10 sick days (80 hours) per year for absences due to personal or family illness, injury, or appointments with a health care provider. Sick time shall accrue monthly, such that each month full time employees shall be credited with 6.67 hours of sick time. Regular part time employees will be eligible for sick time on a prorated basis. Unused sick time can be carried over into succeeding years.
- B. An employee shall continue to accrue sick leave while on any paid leave, provided that the Employee remains on the payroll.
- C. In the event that a holiday occurs while an employee is on paid sick leave, the holiday will not be charged against accrued sick leave, providing the employee does not call out sick the day before, on or after the holiday.
- D. The employer may request medical evidence of an illness during a prolonged absence (i.e. more than 2 days) from work. In situations where an employee reports that his or her absence is related to an injury or other illness that may impact the employee's ability to safely perform his/her job, regardless of the length of absence, the organization may request medical evidence that he/she is able to return to work prior to his/her return to work. Employees who fail to provide medical evidence of an illness may not be eligible for paid sick time. Employees who fail to provide medical evidence that he/she is able to return to work may not be able to return to work.

12.2 Sick Leave Incentive Program: At the end of each quarter, a worker who has not used any sick leave in that quarter shall receive one Bonus Personal Day to be used within one year. Part- time workers who have not used sick leave within the quarter shall receive Bonus Personal Time on a pro-rated basis.

The donation of sick leave into the agency's Sick Leave Bank shall not be counted against the earning of a Bonus Personal Day.

12.3 Sick Leave Bank: The parties to this Agreement agree to establish an agency Sick Leave Bank for all CHS employees. Participation by an employee in the agency sick leave bank is strictly voluntary. Any interested employee, including exempt employees, who has a minimum of one (1) year seniority of work with CHS, may contribute at least one sick (eight hours) day to the agency sick leave bank per year.

Part-time employees' minimum annual contribution shall be pro-rated based on a six month work average. No employee shall have any right to receive leave time from the sick leave bank unless such time is approved in writing by the unanimous vote of the joint labor/management committee. It is specifically recognized that sick leave awarded from the sick leave bank is wholly discretionary.

Only employees who contribute to the agency sick bank and who have exhausted their individual sick leave are eligible to apply for sick leave from the sick leave bank. Applications shall be made in writing and shall state with specificity the nature of the request and the approximate amount of hours being requested. An employee may make more than one request in a calendar year.

A joint labor/management committee (two members of management and two agency labor representatives) shall review each request for leave time. Approval for the use of sick time from the agency sick leave bank shall be made by the unanimous vote of this joint labor/management committee. This committee shall also annually review the use of the bank and report to the Labor/Management Committee on the activities of the agency sick leave bank at least annually. Nothing contained in this article shall be construed to prevent the Agency, in its discretion, to provide additional relief to individual employees in certain hardship or emergency circumstances.

ARTICLE 13 -- PRIORITY OF AGREEMENT

Where specific provisions of this collective bargaining agreement conflict with a specific provision of the agency personnel policy, the collective bargaining provision prevails.

Where a specific provision of the agency personnel policy is referenced in the collective bargaining agreement, the provision is hereby incorporated into the collective bargaining agreement as if set forth in full herein, and to such provisions is fully subject to the grievance and arbitration provisions of this collective bargaining agreement.

It is understood and agreed between the parties that all other provisions of the agency personnel policy in effect as of 12/20/99 will remain in effect unless and until the parties negotiate and agree to change. Nothing contained in this article is intended to impair the right of the CHS Board of Directors to approve any changes to the agency personnel policy that are negotiated between the parties.

ARTICLE 14 -- NON-DISCRIMINATION

14.1 All employees covered by this Agreement shall not be discriminated against on account of race, color, religious creed, national origin, age, sex, sexual orientation, disability, marital status, or because of membership in the Union or activities on behalf of the Union.

14.2 *Sexual Harassment:* The Employer and the Union agree that no employee shall be subject to sexual harassment as prohibited by state and federal law and will post at

all Employer office locations a statement of commitment to this principle and a copy of the MCAD/EEOC statement about Sexual Harassment will be kept in the policy book at each location. The parties to this Agreement recognize the guidelines set forth by the Equal Employment Opportunity Commission/MCAD regarding sexual harassment in the workplace, and therefore agree that any conduct that creates a working environment that is intimidating, hostile or offensive shall not be tolerated.

14.3 *Affirmative Action:* The parties to this Agreement see Affirmative Action as an ongoing process and will pursue a program of recruitment and training with emphasis on career advancement, with the goal of employing a workforce that is representative of the community the Employer serves.

ARTICLE 15 -- HOURS OF WORK

15.1 *Hours of work:* The workweek for all employees begins each Sunday at 12:00 am and ends each Saturday at 11:59 pm. Full-time employees are regularly scheduled to work forty (40) hours within the workweek, part-time employees are regularly scheduled to work less than forty (40) hours within the workweek, and relief employees are scheduled to work less than forty (40) hours per week on an as needed or per diem basis.

15.2 *Scheduling:* Staff scheduling is the responsibility of employee's immediate supervisor. Schedules are made based on programmatic needs and relative to Article 3. Whenever possible CHS will take into account the wishes of the employee. It is the continued responsibility of the Employer to arrange coverage for all employee absences.

15.3 *Schedule changes:* When the Employer desires to make long term changes to the scheduling pattern (including days off and/or shifts) within a program, the Employer will notify affected employees in writing as soon as possible, and, whenever possible, provide a minimum of seven (7) days notice. The Employer will make every effort to provide at least seven days notice for long term schedule changes. In circumstances in which such notification was not possible, the Employer will work collaboratively with the affected employees to address conflicts and minimize disruptions. The Employer will make such schedule changes by first soliciting volunteers within the affected program. Volunteers will choose from among the available schedules by seniority. If there are no volunteers, the Employer may then proceed with the involuntary schedule change of the affected employees. The selection of an employee for involuntary schedule change shall be based on inverse seniority among qualified employees. If an employee is reassigned through this procedure, s/he shall not receive a reduction in pay, and CHS will make every available effort to make sure that the employee does not receive a reduction in hours.

15.4 *Overtime:* Overtime will be paid on the basis of time and one half times the average hourly rate of the first 40 hours actually worked in the workweek defined in

Article 15.1. When overtime is voluntary, paid leave shall not count as time worked for the calculation of overtime.

When overtime is available in a given program, it will be equitably and impartially assigned to staff who ordinarily work in that program prior to being given to other staff.

When employees sign up for extra shifts or overtime shifts, if these shifts are canceled, the employee will be required to contact the Support/Relief Team Coordinator for reemployment elsewhere within the agency. If a shift is canceled without 24 hours notice, the employee shall be paid for three hours at straight time providing the employee adhered to the above stated policy and there are no other available hours within the agency. No one will be denied this three hours of pay if s/he is offered and turns down a shift that s/he does not have the means to get to, or for which s/he does not have the proper certification.

15.5 *Compulsory overtime:* Compulsory overtime is overtime required as a result of a situation or emergency that necessitates coverage to continue in a home. When overtime is compulsory, all paid time, including all paid leave, shall count as time worked for the calculation of overtime.

15.6 *Meal and Rest Periods:* CHS employees who work in community homes are able to eat with the people they serve and share family style meals, or to take individuals to restaurants in the community. In both instances, CHS provides meals to the employees.

CHS employees who work in more flexible service models are allowed meal breaks. CHS does not pay for these meals.

All employees are allowed other breaks (e.g., for smoking, etc.) during the course of their shifts.

ARTICLE 16 -- PROBATIONARY PERIOD

A newly hired employee, or an employee hired after he/she has lost his/her seniority, shall complete a probationary period of 90 days. An employee may be discharged during his/her probationary period with or without just cause. Probationary employees will not have access to other formal process to address terminations, suspensions, or demotions. They will have access to the informal and formal process on all other issues on the same terms as employees who have completed their probationary period.

ARTICLE 17 -- PERSONNEL FILES

17.1 The Employer shall maintain one permanent employee file and a separate medical file for each employee. In addition, the Employer shall maintain all CORI records in a chronological file. An employee or former employee (or union

representative, with the employee's written consent for each instance) will be permitted by prior appointment, under supervision of an authorized administrator, to examine his/her personnel file and to make copies of its contents, with the requirement to sign off on a release for the information copied. An employee shall have the right to comment, in writing, on anything placed in his/her personnel file.

17.2 Any material placed in a personnel file shall be first reviewed by the worker who will then affix his/her signature indicating that he/she has seen the material excluding certificates of training and positive letters.

ARTICLE 18 -- SENIORITY

18.1 *Definition of Seniority:* An employee's seniority shall be defined as being equal to his/her length of continuous employment with the Employer, unbroken by any of the reasons specified in Section 18.2. An employee will acquire seniority from his/her date of hire.

18.2 *Loss of Seniority:* An employee shall lose his/her seniority if he/she quits, resigns or retires. However, if the employee returns to work within one year s/he shall retain the seniority that they had. Employees who are terminated and who return to work as a result of appellate action, grievance procedure or arbitration shall retain the seniority they had.

ARTICLE 19 -- DISCIPLINE AND DISCHARGE

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

All matters relating to discipline and/or discharge shall be eligible for Step IV, arbitration, of this Agreement except for the following circumstances:

- A) Where, through the course of an investigation conducted by a regulatory agency, DMR, DPPC and/or DPH have substantiated an allegation of serious abuse and/or neglect, as defined in M.G.L. Chapter 19 and DMR Regulations Chapters 5 and 9, by a member of the bargaining unit. The employee shall retain his/her rights to appeal the finding of abuse and/or neglect under the regulations of the determining regulatory agency. In circumstances in which the disciplined and/or discharged employee exercises his/her right to appeal and the regulatory agency overturns the finding and issues a new disposition, the Employer shall reverse the disciplinary action directly related to the previously substantiated allegation.
- B) When Criminal Offender Record Information (CORI) report requires CHS to terminate a CHS employee according to EOHHS Human Resource Policy Manual and its subsequent policy updates.

C) When a CHS employee is convicted of committing a crime on company property.

19.2 *Notification to Union:* The Employer will notify the Union within 24 hours of the actual notification of discharge to an employee of said discharge.

ARTICLE 20 -- SUCCESSORSHIP

This article shall be binding upon the successors and assigns, public or private, of the Employer and the Union. The Employer is specifically obligated to condition any change in corporate entity, including but not limited to sale, merger, acquisition or affiliation, upon the successor's recognition of the Union and assumption of the collective bargaining agreement.

ARTICLE 21 -- REDUCTION IN FORCE

21.1 In the event that the Employer decides that it is necessary to reduce its work force, it will notify the Union of any decision to lay off bargaining unit employees and will discuss issues and alternatives provided that such obligation does not in any way limit the Employer's right to take such action in a timely fashion. Management maintains its management rights in determinations regarding program changes.

21.2 If an employee is to be laid off the following procedure will be followed (in order):

- 1) Volunteers will be solicited within the targeted program. Volunteers will be laid off first.
- 2) Layoffs will proceed by seniority within the targeted program. The least senior employee in the targeted program will be laid off first, etc.
- 3) Employees to be laid off from the targeted program will be offered the opportunity to fill any vacant positions within the agency for which they are qualified. "Qualified" for this purpose of this policy refers to pre-determined qualifications for the position, such as those on the job posting. The individual being served in this situation will have input pursuant to Article 3 of the union contract.
- 4) If there are no available vacancies within the same program, then the laid off employee(s) will be offered the opportunity to bump the least senior 30% of employees in each program.

21.3 *Notification:* The Employer will notify employees to be laid off, or to have hours reduced, and the Union, a minimum of four weeks in advance, if possible, and under no circumstances less than two (2) weeks in advance. The Employer may, at the Employer's discretion, pay the laid off worker for two (2) weeks of work in lieu of providing two (2) weeks notice. Upon layoff, an employee will be paid for all unused accrued: vacation, holiday, bonus personal time.

21.4 *Recall:* An employee who is laid off will be eligible for recall for one year.

Whenever vacancies occur in bargaining unit positions, employees who are on

layoff will be recalled on the basis of seniority. Employees so recalled will retain the seniority that they had when they were laid off. An employee who is recalled to his/her former position (same classification, hours, shift and work site) and refuses the position shall thereby lose recall rights.

An employee who has had his/her hours involuntarily reduced shall have first preference to be given additional hours should they become available if qualified. An employee who is offered the same hours (same time and work site) that he/she involuntarily lost and refuses them shall lose the above-mentioned right to first preference.

ARTICLE 22 -- HEALTH AND SAFETY

22.1 *Health and Safety:* The Employer agrees to provide a safe and healthful work environment for all employees and further agrees to ensure optimum working conditions and to provide for the highest standards of workplace safety, sanitation, ventilation, cleanliness, light, noise control, adequate heating and air conditioning and health and safety in general. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.

22.2 *Joint Health and Safety Committee:* There shall be a joint Health and Safety Committee consisting of up to six members. The Union shall designate up to three members of the committee. The purpose of the Committee shall be to identify and investigate health and safety hazards and preventative measures. Additionally, the committee will monitor ongoing health and safety programs to assure their effectiveness in preventing hazardous working conditions. Investigation and monitoring shall be understood to include necessary worksite inspections. The Committee shall make recommendations to correct health and safety hazards that shall be implemented by the Employer. The committee shall meet as needed but at least quarterly and at other mutually agreeable times upon request of either side. The meetings shall be on work time. The Committee will facilitate having a rotating chair.

ARTICLE 23 -- INVOLUNTARY TRANSFERS AND REASSIGNMENTS

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

23.2 In accordance with the provisions of Article 3 concerning the wishes of the people served and their families, when a consumer or guardian has strong and repeated complaints about an employee and specifically requests that an employee be transferred to another program then management will make every effort to resolve the conflict. If all available options have been considered and management believes it still is necessary to transfer the employee management shall:

- a) Meet with the worker and Union to discuss reassignment options.
- b) Management shall make every possible effort to reassign the employee to another program to which s/he has access to and with the same hours and days off.
- c) If management cannot locate shifts and a program which meets the conditions of (b) management shall make the employee the agency's first priority when filling shifts through the support and relief team.
- d) If an employee is reassigned through the procedure outlined in 29.2, s/he shall not receive a reduction in rate of pay (exclusive of asleep overnight) and CHS will make every available effort to schedule the employee with the same number of hours.

23.3 In the case of an involuntary transfer or reassignment, the Employer shall provide the employee with in service training and orientation in the new position within 30 days. The employee involved in the transfer or reassignment shall not assume full responsibility in the new position until such training has been completed.

The employee would still be able to work in the Program but might be limited to specific responsibilities. In cases where assistance is allowed per the specific certification, the employee would be expected to engage in those responsibilities.

23.4 *Voluntary Transfers:* All employees are eligible to apply for lateral transfers to a position with similar responsibilities to her/his current position. When a lateral transfer is sought in the same program in which the employee is currently working, the employee will have priority over all other individuals applying for the position. If two or more employees are seeking to laterally transfer into the same position within their program, seniority shall be the deciding factor. When a lateral transfer is sought in a different program, the selection process described in Article 10: Vacancies will apply.

All requests for transfers will be done in writing, to the direct supervisor of the program the employee is requesting a transfer from.

ARTICLE 24 -- INVESTIGATIONS

24.1 *Investigations:* If an employee is subject to an investigation by the Employer or any outside agency as a result of a complaint filed, and the Employer determines that the employee can not work at his/her regular worksite pending the outcome of the investigation, the Employer will either:

- a) restrict working conditions while the employee is under investigation; assign the

employee temporarily to another worksite with similar hours, shift and days off; or, if similar hours or shifts and days cannot be offered, the agency will then offer the employee to be reassigned through the internal relief system. No employee will be allowed to refuse a reassignment based on program preference. However, an employee may choose option b) below instead of an assignment if s/he: lacks transportation to the assignment, has a physical limitation or lacks the proper certification for the assignment.

b) place the employee on suspension with compensation to be provided through the use of their own leave time including sick and vacation time, once exhausted, the suspension will then be unpaid. Any employee who is placed on a paid suspension and opts not to use his/her leave time will have waived their right to compensation under the paid suspension policy. If an employee uses any of their own leave time and the employee returns to work they shall be credited with the leave time that was used during the suspension provided the allegation was not substantiated. If the allegations have been substantiated, no reimbursement will be allowed.

24.2 Furthermore, during the investigation and prior to meeting with the investigator the employee shall be informed of the specific charges and what agency is investigating the complaint.

If the Employer conducts its own investigation, it shall inform the employee of:

- a) the specific charges in advance of the investigatory meeting, and
- b) his/her right to have a Union representative present during the investigatory interview, meeting, or hearing.

If the Employer conducts its own investigation, every effort will be made to hold investigatory interviews, meetings, and hearings when a Union representative is present, unless the employee(s) involved specifically waives representation in writing.

24.3 Upon completion of such an investigation with a final disposition that does not substantiate the allegation, the employee shall return to his/her former position including work site hours and schedule, unless an alternative is mutually agreed upon. However, if the individual being served maintains strong and repeated complaints about an employee, as outlined in Article 24.1, then the reassignment procedure outlined in Article 24.1 shall be utilized.

If the investigation does not involve an outside agency, the Employer will make every effort to complete any and all actions resulting from the investigation within 30 days of management beginning the investigation.

Upon completion of such an investigation, the employee and the Union shall be provided with written documentation of the final disposition no later than two (2) business days following the notification of the Employer.

ARTICLE 25 -- JOB DESCRIPTIONS

25.1 All employees in the bargaining unit shall be provided with an accurate copy of their job descriptions.

25.2 Should the Employer wish to change, amend or in any way add to the current existing job descriptions, it shall give formal notice to the Union.

ARTICLE 26 -- LEAVES OF ABSENCE

26.1 Employees who have completed one year of employment and who are not currently under disciplinary/probationary status shall be eligible for unpaid leaves of absence. All leaves of absence shall be requested in writing 30 days in advance (except in cases of emergency) on a form provided by the Employer and shall be reviewed, approved, or denied in writing by the Employer in a timely fashion. If a request for an unpaid leave of absence is denied, the Employer will provide a written reason for the denial.

An employee shall accrue seniority while he/she is on an approved leave of absence but shall not accrue benefits, with the exception of circumstances in which an employee chooses to use accrued vacation, personal, holiday time, and/or sick time, to cover his/her leave. All employees on leave who return to work shall be placed in same job title that they had previously and will be paid the same as other employees in the same job title.

26.2 *Union Leave:* A union leave of absence shall be granted to an employee if such employee is elected or appointed to a full-time Union position. The union shall submit a 30-day notification in writing to the administration prior to the anticipated leave and prior to the date of return of the employee.

26.3 *Jury Duty:* Employees selected for jury duty will be given the necessary time-off without consequence to their positions or seniority status. CHS will supplement the difference between the compensation for jury duty and the employee's base salary for a maximum of thirty (30) working days.

26.4 *Military Service:* A leave of absence, normally not to exceed two (2) weeks, will be granted for military service. Employees must discuss such plans with their supervisors at least thirty (30) days before non-emergency leave.

26.5 *Family and Medical Leave:* CHS will comply with all aspects of the Family and Medical Leave Act of 1993. Employees who have been employed by CHS for at least one year or have worked at least 1,250 hours in the past year are eligible for these benefits. A total of twelve (12) weeks of paid or unpaid leave will be granted to eligible employees for the following:

- a. because of the birth of a child of the employee and to care for the child;
- b. because of the placement of a child with the employee for adoption or foster

care;

- c. to care for the spouse, a child, or a parent of the employee if the spouse, child, or parent has a serious health condition;
- d. because of a serious health condition that makes the employee unable to perform his/her job functions.

If possible, an employee wishing to use FMLA leave should give at least 30 days notice.

Seniority status and benefits will not accrue during this period, except during that portion covered by previously accrued sick or vacation time. CHS will maintain group health insurance coverage for the employee and will arrange to collect the employee's share of all premiums. Employees who do not return to work after their approved leave may be considered to have resigned.

An employee using this leave will be restored to her/his former position whenever possible according to Federal Law. CHS will find out whether the temporary vacancy created by an employee's use of FMLA leave would be detrimental to the interests of the people served by that position. In making this decision, CHS may include the people who receive services, their families and other interested parties. When this is the case and it is not possible for the employee to return to her/his original position, CHS will place the returning employee in a position with equivalent pay, benefits, terms and conditions of employment, according to Federal Law.

26.6 Childbirth/Adoption (when not covered by FMLA): In compliance with Chapter 149, Section 105D, of the M.G. L., CHS grants up to eight (8) weeks of leave for childbirth/adoption without pay to any female employee who has passed her probationary period of employment. Seniority status and benefits will not accrue during this period, unless accrued sick time is used to cover the period of absence.

Eight (8) weeks of leave is provided for the adoption of a person under the age of eighteen (18) years or for the adoption of a person under the age of twenty-three (23) years, if that person is "mentally or physically disabled."

Female employees who do not return to work after an eight-week leave may be considered to have resigned. An employee using this leave will be returned to her former position or a position with similar pay, benefits, and status (consistent with the FMLA).

ARTICLE 27 -- UNION BUSINESS

27.1 Union Notebooks: The Employer will provide space for Union notebooks at each worksite location for the exclusive use of the Union.

27.2 Union Bulletin Board: The Employer will provide a bulletin board at the main

office for the exclusive use of the union. The board shall be hung in a conspicuous location.

27.3 *Union Mail Box:* The Employer will provide a mailbox at the main office.

27.4 *Union Orientation:* The Employer agrees to allow Union Stewards and/or union representatives thirty (30) minutes with each new hire to provide them with a copy of this Agreement and to explain to them their rights and obligations as members of the bargaining unit.

The Employer further agrees to provide the union with the following information on a monthly basis:

- the name, home address, home phone number, work location, job title, pay rate, and date of hire of each newly hired bargaining unit member
- the name, job title, work location, and final date of employment of each bargaining unit member who left employment with CHS for any reason

The Employer is not required to provide the Union with the home address and/or phone number of an employee if that employee specifically requests that the Employer not share her/his home address and/or home phone number with anybody.

27.5 *Contract Negotiations:* The Employer agrees to release up to five members with two alternates of the Union negotiating committee from work, without loss of pay, not to exceed 10 hours per person per month, to participate in negotiation meetings with the Employer.

27.6 *Steward Training:* The Employer agrees to release one steward from each program/residence for one day of training each calendar year without loss of benefits. The Union shall give the Employer as much notice as possible, but at least two (2) weeks notice of the date of the union activity and the names of employees participating.

27.7 *Union Recognition Time:* The Employer shall give employees time off without loss of pay or benefits for the purpose of participating in union recognition activities. Such leave shall be granted once per calendar year and shall not exceed a single eight (8) hour shift. The union shall give the Employer at least 10 days notice of the date of the union recognition activity, anticipated beginning and end of the event, and list of names of the employees who plan to attend. Employees who are not scheduled to work at the time of the scheduled activity will receive their regular rate of pay for the time they attended the activity. The union will provide to the Employer verification that employees attended the event. The Employer may use management staff, temporary agencies and relief staff to cover programs during the union recognition activity. The Employer shall schedule one regular worker per program to work at the time of the union recognition activity for the purpose of maintaining the continuity of care for the individuals being served.

ARTICLE 28 -- STAFFING

28.1 The Employer shall provide adequate staff coverage to provide optimal care to people we serve at all times.

28.2 It is the responsibility of the direct supervisor to arrange coverage for employee's vacation, sick time, bereavement leave, personal days and all leaves of absence.

ARTICLE 29 -- LEGAL CONFLICTS

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

ARTICLE 30 -- HOLIDAYS

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

- | | |
|------------------------|------------------|
| New Years Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Presidents Day | Columbus Day |
| Patriots Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Christmas Day | |

30.2 *Holiday Time:* Employees whose direct care schedules fall on holidays will be required to work unless previous arrangements have been made with the employee's supervisor. Such arrangements will be made in writing. In all residential programs where direct care and on-call coverage is necessary, employees are required to work at least one of the following major holidays: Thanksgiving, Christmas, New Years.

All employees working regularly scheduled shifts will have the choice of being compensated in one of two ways. First, is to take an equivalent amount of time off, or to be compensated with a salary supplement at 50% of the employee's hourly rate. The second option will also raise the overtime rate for that work week. If the employee is not scheduled to work on the holiday, these options will not apply to that holiday. Other allowable leave time can be applied toward holidays if the employee chooses to take off from his/her regularly scheduled hours.

All Holiday time accrued during any given fiscal year, must be used by the end of that fiscal year.

30.3 *Holiday Scheduling:* Holidays shall be scheduled in an equitable manner, taking into consideration the interests of the employees and the needs of the individuals.

30.4 *Holiday Sick Policy:* Any employee who is absent unauthorized the day before, on or after the holiday will forfeit their holiday pay.

ARTICLE 31 -- BEREAVEMENT LEAVE

An employee shall be paid at his/her regular rate of pay for up to four working days absence in the event of a death in the family. One day will be granted for other relatives' bereavement. The family shall be defined, for the purposes of this article, as the employee's: spouse, parents, children, grandparents, siblings, aunts/uncles, grandchildren, in-laws, significant other, and member of employee's household. Additional time off may be granted on a case-by-case basis.

ARTICLE 32 -- PERSONAL DAYS

Employees will be eligible for two paid personal days for personal needs per year. Regular part time employees will be eligible for personal time on a prorated basis. Requests for use of Personal Days shall be given in writing at least two weeks in advance of the date requested. Requests for use of Personal days may be granted if the request is made with less than two weeks notice. Requests of use of personal time shall not be unreasonably denied. Unused personal time will not be carried over or paid out at the time of termination.

ARTICLE 33 -- VACATIONS

33.1 *Vacation Accrual:* Employees shall accrue vacation for all hours paid as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>
Less than 3 years	2 weeks (1.54 hrs/week; 80 hours/year)
Third and fourth years	3 weeks (2.31 hrs/week; 120 hours/year)
Five years or more	4 weeks (3.08 hrs/wk; 160 hours/year)

Employees shall receive their accrued vacation time on a weekly basis. Vacation leave may be carried from one year to the next. Part-time employees shall accrue vacation on a prorated basis.

33.2 *Use of vacation time:* All requests for vacation must be

made in writing using the time off request form and require a minimum of two (2) weeks prior notice. Requests for vacation will be granted based upon supervisory review, approval and programmatic needs. Vacation requests of more than two weeks may be subject to additional supervisory approval. Vacation requests shall not be unreasonably denied. The Employer will provide written approval or denial of vacation requests within one (1) week of the receipt of the written submission. If the vacation request is denied, the Employer will provide a written reason for the denial.

Where possible, requests for vacation of a short duration (less than three (3) consecutive shifts) with less than two (2) weeks written notice may be granted. Approval or denial of such vacation requests shall be based upon programmatic need.

33.3 *Vacation Pay-out:* Employees resigning from CHS shall have the option of being compensated for their unused vacation time in a single payment, or as weekly payments.

Employees terminated by CHS, shall be compensated for all accrued and unused vacation time in a single payment upon termination.

ARTICLE 34 -- INSURANCE

34.1 *Eligibility:* All employees who are contracted to work twenty (20) hours per week will be eligible for health and dental insurance benefits.

34.2 *Health Insurance:* The Employer shall continue Health insurance coverage with their current carriers. Effective November 1, 2004, for employees regularly scheduled to work at least thirty-six (36) hours per week, the Employer shall pay 65% of the insurance premium and the employee shall pay 35% of the insurance premium. For Employees regularly scheduled to work a minimum of twenty (20) hours per week but less than thirty-six hours per week, the Employer shall pay 50% of the insurance premium and the employee shall pay 50% of the insurance premium.

34.3 *Dental Insurance:* The Employer shall continue Dental insurance coverage (with their current carriers). The Employer shall pay 50% of the insurance premium and the employee shall pay 50% of the insurance premium.

34.4 *Life Insurance:* Life insurance shall be provided for all employees contracted for at least 30 hours with a benefit equal to their yearly salary. The Employer shall pay the full premium for life insurance.

34.5 *Long Term Disability Insurance* shall be provided free of charge to all employees scheduled to work at least thirty (30) hours per week who have been employed at CHS for a minimum of ninety (90) days.

34.4 *Short Term Disability Insurance* shall continue to remain available as currently offered.

34.5 *Credit Union:* Employees will be offered memberships to a local credit union once direct deposit is instituted.

34.6 *Liability Insurance:* As per the professional liability insurance currently carried by CHS, employees will be covered for the costs of suits brought against them arising from performance of their duties at the CHS.

34.7 *Automobile Insurance:* The Employer shall cover the cost up to \$500 for employees' auto insurance deductible when the employee's car is damaged at work under the following conditions:

- The employee was performing their job duties at the time of the accident.
- The employee has filed an accident report with CHS.
- The employee was not at fault.
- The employee must provide a copy of their insurance claim and documentation of the cost of their deductible.

34.8 In instances where an employee's car is damaged by a person served by the agency, the Employer will reimburse the employee for any cost of repairing the car that is not covered by the Employer's insurance.

34.9 Employees will continue to be covered by the CHS umbrella policy after personal coverage is exhausted in the case of an employee having an accident while using his/her own car for programmatic purposes.

ARTICLE 35 -- RETIREMENT SAVINGS ACCOUNTS

403(b) Savings Plan: All bargaining unit employees shall be eligible to participate in the Employer's 403(b) plan.

ARTICLE 36 -- MILEAGE REIMBURSEMENT

Employees required to use private vehicles in the course of their work shall be reimbursed at twenty-seven cents (\$0.27) per mile. If the funding DMR provides the agency for mileage increases the above rate will be increased accordingly.

ARTICLE 37 -- JOINT PROJECTS

The parties agree to once per year hold a joint legislative breakfast for the purpose educating elected officials about the needs of the agency, the workers and the individuals served.

ARTICLE 38 -- PAYCHECKS

Upon receipt of his/her paycheck, the employee should review the check for accuracy. If the employee believes that his/her paycheck is incorrect, she/he must complete a Paycheck Error Form and submit any supporting documentation as necessary. The Paycheck Error Form and any required documentation shall be submitted to the Payroll Manager by 3:00 pm on Thursdays. The Payroll Manager will review the request and errors will be corrected within 1 business day. Paycheck Error Forms received after 3:00 pm on Thursdays but by 12 noon on Mondays (or Tuesdays if Monday is a holiday) will be corrected/adjusted, as necessary, within 3 business days. If no error occurred, the employee will be notified in writing.

Twice a year, the organization will provide each employee written notification of his/her earned benefit time.

ARTICLE 39 -- SNOW SHOVELING

CHS, Inc. and the Union recognize that the duties of the employees are varied in nature due to the services and supports provided in the homes of the people served. The Employer will manage routine snow removal from driveways and removal of large debris. Employees shall during the winter months ensure that walkways, doorways and stairways etc. are shoveled allowing for appropriate access or egress in the event of an emergency. Employees are responsible for clearing snow from vehicles and clearing a path to allow access to the vehicle.

ARTICLE 40 -- EFFECTIVE DATE AND DURATION

Except as otherwise provided herein, this Agreement shall become effective upon the date of execution and shall continue in full force and effect through June 30 , 2009 and thereafter from year to year unless terminated by notice in writing given by either party to the other of not less than ninety (90) days prior to the expiration of the above-stated period or any subsequent year of the existence of this Agreement.

In witness whereof the parties have executed this Agreement, as of the day and year first written above.

Cooperative for Human Services, Inc.

Local 509, Service Employees
International Union, AFL-CIO/CLC

By: _____

By: _____

Date: _____

Date: _____

SEIU 509 Negotiations Committee

APPENDIX A

BARGAINING UNIT TITLES COVERED BY THIS AGREEMENT:

Assistant Program Director

All Direct Support Workers including: (also known as Case Manager, Direct Care, and Support Team)

Direct Support Worker

Awake Overnight

Asleep Overnight

Relief Direct Support Workers

Maintenance Worker

CONFIDENTIAL EMPLOYEES:

Administrative Assistant

Payroll Bookkeeper

Part-time Recruiter

Accounts Payable Bookkeeper

TITLES NOT COVERED BY THIS AGREEMENT:

Executive Director

Director of Operations

Director of Residential Services

Director of Administration and Finance

Director of Human Resources and Quality Management

Director of Clinical Supports

Clinical Supports Coordinator

Chief Financial Officer, Comptroller

Director of Individual Supports

Individual Supports Program Manager

Individual Program Supports Program Coordinator

Specialized Home Care/Shared Living Provider

Staff Development Coordinator

Accounting Manager

Director of Guardianship

Residential Supervisor

Program Coordinator

Program Director

Account Payable Bookkeeper

APPENDIX B: SALARY SCHEDULE**Rates are Hourly**

Job Classification	Effective 3/1/07	After 3 years 20+hrs/ wk
Assistant Program Director	\$13.00	\$13.10
Direct Support Worker (also known as Case Manager, Direct Care, and Support Team) and Awake Overnight	\$10.19	N/A
Direct Support Workers with First Aid, CPR and MAP certifications	\$11.00	\$11.10
Relief Direct Support Worker	\$10.00	N/A
Asleep Overnight; Maintenance Worker	\$7.65	\$7.75

Employees whose rates as of the date of the signing of the collective bargaining agreement are above the rates listed above shall have correspondingly higher rates.