

AGREEMENT

Between

TAPESTRY HEALTH

and

**SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 509**

May 1, 2009 – April 30, 2010

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AGENCY AND UNION RELATIONSHIP

PREAMBLE

This Agreement is made and entered into on the date set forth below between Tapestry Health (hereinafter “Agency”) with its principal places of business in Western Massachusetts and Local 509, Service Employees International Union (hereinafter “Union”) for and on behalf of those employees constituting the bargaining unit set forth in Article 1 of this collective bargaining agreement (hereinafter “Agreement”).

The purposes of this Agreement are:

- To promote harmonious relations between the Agency and its employees;
- To secure efficient operations;
- To establish wages, hours and other working conditions for employees within the bargaining unit;
- To foster an environment where all Agency personnel work cooperatively with one another in an atmosphere where the dignity and respect given to clients is also given to one another.

The parties agree that the primary obligation of the Agency and its employees is to professionally serve the needs of clients with a high standard of care.

ARTICLE 1

RECOGNITION – THE COLLECTIVE BARGAINING UNIT

1.01 The Agency recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time professional and non-professional employees of the Agency employed at the Agency’s facilities located in Springfield, Northampton, Holyoke, Greenfield, Pittsfield, North Adams, Great Barrington, Athol, Amherst, Westfield, or elsewhere. There shall be excluded from the bargaining unit covered by this Agreement: managerial employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

1.02 It shall not be the policy or practice of the Agency to establish or reconstruct jobs for the primary purpose of excluding employees from the bargaining unit.

1.03 The words “employee” and “employees” as used in this Agreement refer only to members of the bargaining unit as described in Section 1.01. The words “full-time employee” mean an employee regularly and normally scheduled to work forty (40) hours or more per week. The words “part-time employee” mean an employee regularly and normally scheduled to work less than forty (40) hours per week.

1.04 The size of the bargaining unit shall not be reduced by means of non-bargaining unit Agency employees doing work reserved by practice to bargaining unit employees, except on a short-term basis.

1.05 The Agency shall not contract or subcontract out work reserved by practice to bargaining unit employees without informing the Union at least thirty (30) days in advance whenever practicable and providing the Union the opportunity to propose and discuss alternative arrangements.

ARTICLE 2 **UNION SECURITY**

Beginning thirty (30) days following the commencement of his/her employment, each bargaining unit member who elects not to join or who later elects not to maintain membership in the Union shall be required to pay an agency fee to the Union as a condition of employment.

ARTICLE 3 **DUES DEDUCTION**

3.01 The Agency agrees that it will deduct per pay period the regular dues or Agency service fees from the wages of those employees covered by this Agreement who voluntarily authorize the Agency to make such deductions on a proper authorization card supplied by the Union. The dues so deducted will be remitted monthly to the designated Union official together with the names and wages of the employees from whose wages such deductions have been made. The Agency shall not make deductions and shall not be responsible for remittance to the Union of the dues for any pay period during which the employee has no earnings or where otherwise unlawful. The amount of the dues shall be certified to the Agency in writing by the Union.

3.02 The Agency assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Agency harmless from any claims, actions or proceedings by an employee rising from deductions made by the Agency hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4 **MANAGEMENT RIGHTS**

4.01 The exercise by the Agency of the rights set forth in this Article shall not be inconsistent with or in violation of specific provisions elsewhere in this Agreement. Should the Agency decide to exercise any of the rights reserved to it in this Article and not in conflict with specific provisions elsewhere in the Agreement, and a change in existing practice relating to wages, hours of work or working conditions will result that is not de minimis, it shall first offer to meet with the Union and negotiate as to the impact of such decision, and shall allow a reasonable period of time, usually a month, for that process to be exercised.

4.02 The Union and the employees agree that the right to operate and manage the business and the affairs of the Agency, the right to select and direct the working forces and the right to control and direct the use of its equipment, facilities and properties are vested exclusively in the Agency and no provisions shall be construed to restrain the Agency from the management of its organization. All rights, functions and prerogatives of management formerly exercised or exercisable by the Agency remain vested exclusively in the Agency. These rights include, without being limited to, the following:

- (a) Facilities, Equipment and Methods. To control, determine and change the manner and the extent to which the Agency's equipment, facilities and properties shall be operated, increased, discontinued, temporarily or permanently, in whole or in part, by sale or otherwise, decreased or located and to introduce, operate and change new or improved methods, practices, facilities, techniques and processes; and to obtain from any source by contract or subcontract equipment, materials, products, services and supplies.
- (b) Schedules and Assignments. To control, determine and change starting times, shifts, number of hours of work, overtime, training, working assignments, staffing levels and patterns, the method and place of performing work, including the right to determine that the Agency's workforce shall not perform certain work, and to determine and change the schedules of work and work breaks.
- (c) Selection and Workforce. To select, test, train, determine the ability and the qualifications of the employees and the number of employees assigned to any work assignments; to employ, assign, promote, demote, discipline, discharge, retire, transfer and lay off the employees; to supervise, evaluate and counsel employees; to determine the quality and quantity of work to be performed; to determine and make changes in job contents, descriptions, qualifications and standards and the frequency and standards of supervision and evaluation; to establish content of new job classifications and to determine and make changes in the size and composition of the workforce, including the right to contract and subcontract for services from any source including for services performed by employees and to encompass the use of student interns and volunteers; and to require reasonable overtime.
- (d) Rules. To establish, distribute, modify and enforce rules of employee conduct and safety and manuals of operating procedures, practices and safety regulations, and to control, direct and change facilities and services on the Agency's premises for the use or benefit of the employees; to fix standards of quality and quantity of work to be done; to maintain discipline and order and to maintain or improve efficiency within its operations. This includes the right to promulgate and to enforce written rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, behavior and attendance standards and/or effective operation of the Agency's operations and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.

- (e) Other. All other rights pertaining to the operation and the management of the business and the affairs of the Agency that are not expressly limited by any specific provision of this Agreement.

4.03 The failure by the Agency to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the common law rights of the organization, including, but not limited to, the members of the board, and the management to control, direct, manage and make changes in the operations and the affairs of the Agency.

ARTICLE 5

UNION RIGHTS

5.01 The Agency recognizes the right and the authority of the Union to appoint and/or designate individuals as officers and stewards (all hereafter called “stewards”). The Union agrees to furnish the Employer with a written list of the stewards so designated and will inform the COO, in writing, of any changes within thirty (30) days.

5.02 Union stewards shall have the right to investigate and process grievances and otherwise ensure compliance with the Agreement, provided such duties do not interfere with client services and are conducted in non-client service areas. Steward duties shall normally be conducted on non-work time, but the Agency acknowledges that exceptions will infrequently necessitate such activities occurring on work time. In that case, whenever practical, a request to use work time will be made and the Agency shall not unreasonably deny such requests.

5.03 Upon (10) days’ advance notice to the Agency, a steward may request unpaid leave to attend union meetings, and the Agency will cooperate with the steward in arranging substitution of hours with other employees, provided that such arrangements do not cause the payment of overtime. A request for such leave will be granted unless it will interfere with client services.

5.04 A Union committee of up to three (3) individuals and the Union Representative shall meet every other month with representatives of the Agency for the purpose of meaningful discussion and feedback concerning policies, staffing, future plans and other matters of mutual concern. The parties shall meet at mutually agreeable times, with more frequent meetings upon request by either party as urgent issues arise.

5.05 The Agency shall provide a bulletin board for the exclusive use of the Union at each work site at an accessible location. Notices shall only be posted by Union stewards or representatives. If the Agency believes the bulletin board privilege is being used inappropriately or in a manner that may interfere with client services, the COO shall contact the Union representative, and the parties shall work cooperatively to resolve any concerns.

5.06 The Union shall be permitted to distribute a reasonable amount of material utilizing each site’s staff mailboxes.

5.07 Subject to the limitations of the voice mail system, the Union shall be assigned a special voicemail number for the dissemination of union information. As the voicemail capacity changes, the parties will meet to discuss other options.

5.08 Upon written request of the Union submitted at least thirty (30) days in advance, an employee may request an unpaid leave of absence to perform official duties on behalf of the Union. Such a request will not be unreasonably denied, but may be limited with respect to such matters as duration and conditions of reinstatement, consistent with client service and the needs of the Agency. All conditions of the leave will be made clear and reduced to writing prior to the start of the leave.

5.09 The Agency and the Union will develop a system that meets both parties' needs under which the Agency will regularly provide the Union with current data as to new hires, terminations, long-term leaves of absence, transfers, promotions, and, upon request, any other information relevant to the Union in its role as representatives of unit employees.

5.10 Other than as specified elsewhere in this Agreement, no employee shall engage, without Agency approval, in any Union activity which interferes with the performance of work.

5.11 An authorized representative of the Union shall, after first notifying the COO or site manager or designee, have admission to the premises for the purpose of providing services to the bargaining unit employees only. Such visitation rights shall not interfere with normal Agency operations or client services. The representatives of the Union shall proceed directly to the area of the site or program which has been designated by the Agency for each visitation and shall abide by all visitor rules including badges or other identification rules. Arrangements for such visitations shall be made when possible during the normal hours of operation and require reasonable advance notification. The visits shall be scheduled so that any discussions between a representative of the Union and employees shall take place in non-service areas and during the employees' non-work time except as provided by the contract or approved by the site manager.

5.12 Subject to limitations of the Agency's compute system, the Agency will allow employees to consent in writing to the authorization of the deduction of a voluntary political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days' notice in writing. An employee may make changes in his/her deduction no more than twice in any calendar year.

The Agency shall deduct such political education fund fee from the pay of the employees who request such deduction and shall monthly transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

The Union will indemnify and hold the Agency harmless from any and all claims, demands, liability, costs and damages arising from or related to this Article.

5.13 The Agency shall provide orientations for new employees covering such matters, as client confidentiality, agency goals and structure, policies and benefits. The Union shall be given access to one such meeting and a reasonable opportunity to discuss the Union and the labor agreement with the new employees.

ARTICLE 6
PAST PRACTICES

Where the Agency determines to establish, modify or delete a practice or policy that is not specifically identified in this Agreement and which relates to a “past practice” within the meaning of this phrase as generally accepted by arbitrators, the Agency shall first give notice to the Union and provide the Union an opportunity to negotiate to agreement or impasse as to the impact of such determination, including alternative proposals. It is understood that normally such negotiations are not to exceed a period of one (1) month.

ARTICLE 7
SUCCESSORSHIP

If the Agency commits to the sale of some or all of its operations to another Employer, it shall first notify such Employer of the existence of this Agreement and its obligations to the Union. As soon as there is a tentative agreement of such a sale, the Agency shall notify the Union of the conditions of such sale.

The sale of any or all of the Agency’s operations shall have as a condition that the Buyer offer employment to current employees who meet the minimum qualifications for available positions, with no loss of wages or benefits, before offering positions to non-employees.

Nothing in this Agreement shall be interpreted as restricting the rights of the Union under the law in these circumstances.

ARTICLE 8
EFFECT OF LEGISLATION – SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings or orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of Massachusetts, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 9
DURATION

This Agreement shall become effective upon the date of execution or on May 1, 2009, whichever is earlier, and shall continue in full force and effect through April 30, 2010.

The parties agree to begin negotiations for a successor agreement in January 2010.

OBLIGATIONS OF EMPLOYMENT

ARTICLE 10 JOB FITNESS EXAMINATIONS

The Agency may require such job fitness examinations as it reasonably deems appropriate. The purpose of such examination shall solely be to determine the employee's ability to adequately perform the duties of his/her position or another position being considered by the employee (e.g., transfer) or for the employee (e.g., restrictive duty in a medical case). The Agency will not unreasonably deny a request by the employee to pay for the exam or report if not covered by insurance. If the Agency does not accept the recommendation of the medical practitioner selected by the employee, it can insist on a job fitness examination performed by a mutually agreeable independent medical practitioner. The Agency will pay for this examination.

In the event that the employee's return to work is delayed because of the Agency's unreasonable insistence on a job fitness examination, and the independent medical practitioner concurs with the employee's medical provider as to employee's fitness to return to work, the Agency shall make up the employee's wages and benefits lost because of the delay.

ARTICLE 11 STAGES OF EMPLOYMENT

Any newly-hired employees, whether or not previously employed by the Agency, will be considered as probationary employees for three (3) months starting with the day first worked after hire.

Notwithstanding any other provision of this Agreement, any Agency action with respect to the discipline or discharge of probationary employees shall not be subject to the grievance and arbitration provision of this Agreement.

Following completion of the probationary period, any Agency action with respect to his/her discipline or discharge shall be subject to the grievance and arbitration procedures of this Agreement. However, for the first three (3) months following the completion of the probationary period, or six (6) months in the case of employees who work fewer than ten (10) hours per week, the decision of the Director of Administrative Services or his/her representative shall be final, and neither the employee nor the Union shall have the right to arbitrate that decision.

The time periods above are exclusive of periods of unpaid leave, FMLA or Workers Compensation leave.

At the successful completion of the probationary period, the employee's seniority shall be considered to start from the date first worked after hire.

ARTICLE 12
NO STRIKE/NO LOCKOUT

12.01 During the term of this Agreement or any written extensions of this Agreement, the Union, its officers, agents, representatives, stewards, committee persons and members agree there shall be no strike or other stoppage of work or slowdown, picketing, interruption of or interference with the operation and services of the Agency by concerted action.

12.02 The term “strike” shall include a strike of any kind including a sympathy strike or unfair labor practice strike and any concerted failure to report for work or other stoppage of or other refusal to work or slowdown, or any other interruption of or interference with the operations and services of the Agency by concerted action, including informational picketing or other publicly visible efforts to bring pressure on the Agency related to matters subject to collective bargaining.

12.03 The Agency shall not lockout employees during the term of this Agreement or any written extensions of this Agreement. The term “lockout” as used herein is defined solely to mean a temporary termination of some or all operations for the purpose of pressuring the Union or employees to accept the Agency’s position in a labor dispute.

12.04 Any employee who violates the provisions of the above Article or participates in its violation, directly or indirectly, including without limitation instigating, leading, engaging in, authorizing, causing, assisting, encouraging or ratifying, shall be subject to severe discipline, up to and including discharge, and the sole questions in any arbitration shall be whether the employee(s) did in fact engage in the alleged violation of this Article’s provisions and whether the Agency imposed discipline in a discriminatory manner inconsistent with the provisions of the National Labor Relations Act.

12.05 In the event that any employee engages or participates in any of the prohibited conduct described in this Article, the Union shall promptly, forthwith and without delay:

- (a) Publicly disavow such action by the employee(s).
- (b) Instruct such employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article.

ARTICLE 13
ANNUAL EVALUATIONS

13.01 An annual evaluation of each employee shall take place starting approximately one (1) year after the employee has served in the position, by his/her appropriate immediate supervisor. Such evaluation shall be recorded in writing. Each employee shall receive a copy of his/her evaluation within thirty (30) days. The employee shall have the right to respond in writing to any written comments made on his or her evaluation and to have those comments attached to the evaluation and included in his/her official personnel file.

13.02 Supervisors will ensure that the evaluation process is of a constructive nature and that it will aid the employee should any deficiencies be cited in the evaluation. At the employee's option, the evaluation may include a meeting with the supervisor's supervisor. An employee with licensed skills will not be evaluated as to his/her competency in using such skills except by an evaluator with the same license; provided, however, that an evaluator without such license can evaluate the employee on all other aspects of performance.

13.03 If an employee is likely to receive a less than satisfactory evaluation, his or her supervisor shall, whenever practicable, inform him/her of this likelihood a reasonable period of time before the evaluation is to be done. At the same time, the supervisor must inform the employee what specific improvements in job performance must be made in order to receive a satisfactory evaluation.

13.04 Upon receipt of a below satisfactory evaluation, the employee shall receive a plan on how to achieve a "satisfactory" rating. The supervisor shall establish a reasonable reevaluation period. The employee shall be evaluated at the end of this re-evaluation period.

13.05 Nothing in this Article shall be subject to the grievance process set forth in Article 16.

PROTECTIONS OF EMPLOYEES

ARTICLE 14 JOB DESCRIPTIONS

14.01 The Employer will maintain accurate job descriptions for all positions covered by this Agreement, it being understood that accuracy of such documents is not a grievable matter. The appropriate job description will be given to new employees upon hire. Every employee in the bargaining unit on the effective date of this Agreement shall receive a copy of his/her job description within thirty (30) days.

14.02 If the Employer anticipates changing a job description, the employee and the Union shall be so notified and the employee and the Union shall be afforded the opportunity to discuss and make proposals as to the impact of the changes.

14.03 If a job description includes language such as "other duties as assigned," it is understood that (a) in most circumstances such duties will be related to a principal function of the job or be communal in nature, and (b) unrelated communal dirties should be fairly rotated or shared.

14.04 A complete set of job descriptions shall be provided to the Union upon ratification of this Agreement. New job descriptions will be made available to the Union whenever a new position is created or a job description is changed or modified.

ARTICLE 15 **PERSONNEL FILES**

15.01 The Employer shall maintain one official personnel file for each employee, to be kept at the Administrative Office of the Agency.

15.02 An employee shall have the right to inspect his/her entire personnel file during regular business hours upon advance request, and shall have the right to copy materials at his/her expense. The Union shall have access to inspect an employee's personnel file and to copy materials at Union expense during regular business hours, upon advance request and upon prior written authorization by such employee. Access must be granted within one (1) working day or as soon thereafter as reasonably possible.

15.03 An employee may challenge the accuracy or propriety of any material contained in his/her file by filing a written statement for inclusion in the personnel file. If the Employer and an employee agree that certain information in his/her personnel file is inaccurate, such information shall be corrected or expunged.

15.04 A copy of any item that is placed in an employee's official personnel file and which does not indicate that a copy was provided to the employee or contain the employee's signature will be sent to the employee.

ARTICLE 16 **GRIEVANCE PROCEDURE AND ARBITRATION**

16.01 Definitions: A grievance is a dispute arising during the term of this Agreement between the Agency and the Union or any employee as to the application or interpretation of a specific written provision of this Agreement or alleged breach of a specific written provision of this Agreement.

Days in this Article refers to calendar days, exclusive of Saturdays, Sundays and holidays.

16.02 Exclusive Method: The Union and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance is and shall be in accordance with the grievance and arbitration procedure prescribed in this Agreement and to be bound by any determination or decision which shall be made in accordance with the said provisions of this Agreement.

16.03 The Procedure: A grievance as defined in this Agreement shall be processed and, if possible, settled in accordance with the following grievance procedure:

INFORMAL STEP: The aggrieved employee or the Steward or other Union representative on his/her behalf shall, within ten (10) calendar days of the occurrence of the event giving rise to the grievance, or of when the grievance could first be known, take the matter up with his/her immediate supervisor, who shall attempt to resolve the grievance and who shall present their answer in writing.

STEP 1: In the event that the matter is not settled informally with the supervisor, the aggrieved employee must, within five (5) additional days, fifteen (15) days from the start of the timeline, submit the grievance in writing, together with any supporting documents, to the next level supervisor, and must specify on the grievance form the paragraphs of this Agreement allegedly violated, how they are violated and the relief sought by the aggrieved employee. A grievance which is not presented in writing (on the prescribed form) within the fifteen (15) day period shall be deemed to have been waived. If either the grievant or the next level supervisor asks to have a meeting to discuss the grievance within three (3) days of the submission of the grievance, such a meeting shall take place as soon as possible. The grievant shall have Union representation at the meeting if he/she so chooses. The manager shall, within five (5) days after the meeting or after the filing of the grievance if there is no meeting, advise the aggrieved employee in writing of his/her decision concerning the grievance.

STEP 2: In the event that the disposition of the grievance by the manager is not satisfactory, the aggrieved employee may, within five (5) days after the date of the decision in Step 1, submit the Step 2 grievance form to the Director of Administrative Services (“DAS”) of the Agency. The DAS or his/her designated representative shall arrange to discuss the grievance with the grievant and Union officials at the earliest mutually convenient time. The DAS or his/her representative shall, within ten (10) days after the conclusion of the discussion provided in this Step 2, advise the aggrieved employee and the Union Steward or Business Representative in writing of his/her decision concerning the grievance.

16.04 Time Periods and Procedures: The time limits specified in this Article are “of the essence” and may only be extended by written agreement. If the grievance is not presented in accordance with the provisions of this Article, it shall be considered dropped. A grievance which concerns the discharge or suspension of an employee or affects a substantial number or class of employees may be presented initially at Step 2 in the first instance within ten (10) days from the occurrence of the dispute. All time limitations herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

16.05 Selection of an Arbitrator: Grievances processed in accordance with the above procedure in this Article and not satisfactorily settled and which involve the interpretation or application of any of the terms of this Agreement, unless otherwise excluded from coverage by this Agreement, shall be submitted to arbitration at the option of the Union in accordance with the following procedure, but only if the Union gives written notice to the Agency of its desire to arbitrate the grievance within two (2) weeks from the receipt of the Agency’s written answer to the grievance as provided in Step 2 of the grievance procedure.

- (a) The request for arbitration may be made only by the Union or by the Agency by notification in writing to the other party within two (2) weeks after the date of the

written decision under the procedure provided in Step 2 of the grievance procedure, and the simultaneous filing of a request for arbitration to the American Arbitration Association in Boston. Nothing in this Article shall preclude the parties from agreeing to a panel of arbitrators, together with a procedure for choosing among them, to be used for all arbitrations.

- (b) Simultaneously with such notice, the party giving notice may request mediation of the dispute by the Massachusetts Board of Mediation and Conciliation, but such procedure shall not delay the filing of the arbitration request.
- (c) The Agency and the Union may mutually agree upon an arbitrator other than through the American Arbitration Association (“AAA”).
- (d) The request for arbitration shall state the alleged violation or violations of this Agreement and the remedy or the relief sought by the party requesting arbitration.

16.06 Authority of the Arbitrator:

- (a) The authority of the arbitrator shall be limited to the express provisions of this Agreement and to the question or questions which are submitted, or which he/she is given to formulate; provided, however, that the arbitrator shall not have any authority to establish wage rates, to establish any terms or conditions under this Agreement or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.
- (b) The Agency shall apply factors such as length or quality of service, operational requirements, need or special ability to mitigate the severity of discipline. The arbitrator, if he/she orders a reduction in the severity of discipline, must articulate a clear rationale for doing so and such order shall not constitute a mere substitution of his/her judgment for that of the Agency.
- (c) The arbitrator may not award back pay or any other form of compensation for any period beginning earlier than five (5) days prior to the filing of the written grievance or three (3) months from the date of request for arbitration, whichever is the shorter, except to the extent delay is attributable to the Agency.
- (d) In the event there is an award of any back pay, any earnings by the aggrieved employee and any unemployment insurance collected by the employee during his period of unemployment shall be offset and deducted from the award.

16.07 Decision is Final: The arbitrator shall mail his/her written decision simultaneously to the Agency and the Union. The decision by the arbitrator not inconsistent with the terms of this Agreement shall be final and conclusively binding upon the Agency, the Union and the aggrieved employee or employees.

16.08 Expenses of Arbitration: The expense of the arbitrator and the expense directly related to the arbitration hearing shall be shared equally by the Agency and the Union, except those expenses related to witnesses will be borne by the party calling the witness.

16.09 Expedited Grievance: By mutual agreement in writing between the Agency and the Union, a grievance otherwise subject to the grievance procedure as provided in this Article and otherwise subject to this Agreement may be submitted directly to arbitration and may be submitted to expedited process under the rules of the AAA.

16.10 Nothing in this Agreement shall be interpreted as interfering with a lawful agreement between the Agency and an employee submitting to arbitration issues not arbitrable under this Agreement. This Section shall not be interpreted to allow any pre-hire or time-of-hire arbitration agreements.

ARTICLE 17

DISCHARGE AND DISCIPLINE

17.01 No employee shall be discharged, suspended or disciplined except for just cause. The Agency may place an employee on unpaid leave or reassign an employee pending investigation of possible misconduct.

17.02 The Agency will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of the discharge or suspension. With reasonable exceptions, discipline shall be imposed within two (2) weeks after the Agency is or reasonably should be aware of and have evidence of, an incident giving rise to the discipline.

17.03 No arbitrator or reviewer shall consider the failure of a client of the Agency to appear for testimony as prejudicial. In any case where DPH, DTA, DOE or other regulatory or law enforcement agency charges, makes or validates a finding of employee misconduct, discipline or discharge based on such finding may not be contested through the grievance and arbitration procedure without Agency approval, except as to the appropriateness of the level of discipline.

17.04 Time actually worked by an employee after disciplinary action, with no further disciplinary action, will lead to removal of the record of discipline from the employee's personnel file after one (1) year in the case of a verbal warning, two (2) years in the case of a written warning, and, with reasonable exceptions, five (5) years in the case of a suspension.

17.05 Where disciplinary action has a corrective purpose and the disciplined employee requests a repetition of training or instruction normally provided by the Agency, it will be provided, within reason, on a not-to-be-repeated basis.

17.06 Any employee who is required to attend a disciplinary interview or an investigatory interview as to conduct that might reasonably lead to his/her discipline shall be given the opportunity, upon his/her request, to have a Union representative be present during the interview. An employee shall have no right to refuse to respond to questions about any job-related matter.

ARTICLE 18
SENIORITY

18.01 Seniority shall be defined as an employee's length of employment, from the employee's original start date as a regular employee with the Agency, not to include substitute status. Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement. Bargaining Unit Seniority shall be defined as the employee's length of continuous service with the Agency in the bargaining unit, commencing with the date on which the employee began to work after last being hired, subject to the provisions of Sections 18.06 and 18.07. Position Seniority shall be defined as the length of time an employee has worked in a position. In the event an employee works or has worked in more than one position, the employee will accrue seniority in more than one position and may hold seniority in as many positions as he/she has satisfactorily performed for at least three (3) months in the most recent two (2) year period.

18.02 An employee's seniority rights shall commence after the completion of his/her probationary period and shall be retroactive to the date of hire. A drawing of lots shall determine seniority among employees with the same start date.

18.03 An employee shall accrue seniority while on an approved leave of absence or out on Workers Compensation leave. The period of a disciplinary suspension shall not be a break in seniority but no additional seniority will accrue during such period.

18.04 An employee shall lose seniority and seniority shall be broken for any of the following reasons:

- (a) if the employee voluntarily resigns;
- (b) if the employee is discharged;
- (c) if the employee fails to report to work after a layoff within seven (7) days after mailing of written notice sent by the Employer to the employee's address of record;
- (d) if the employee fails to report to work at the expiration of a leave of absence pursuant to this Agreement;
- (e) after the exhaustion of recall rights after layoff.

18.05 An employee shall not accrue seniority during a period of layoff.

18.06 In the event an employee is offered another job by the Employer outside the bargaining unit and the employee accepts such a job and leaves the bargaining unit, the employee shall retain all his/her seniority rights under the Agreement for one (1) year, except for cases of involuntary termination.

18.07 In the event the employee leaves the Agency and returns to a bargaining unit position within six (6) months, the employee shall return with the full amount of seniority he/she had at the time he/she left.

18.08 The Union shall receive an updated seniority list once a year.

ARTICLE 19
FILLING OF VACANCIES

19.01 Vacancies: For the purpose of this Article, a vacancy is defined to mean any job opening which the Agency intends to fill, whether this results from the creation of a new job by the Agency or an opening in an existing job caused by the departure of an employee.

19.02 Subject to the layoff and recall provisions, notice of all vacancies within the bargaining unit shall be posted for not less than seven (7) calendar days and referred to in mailings or website communications as practicable. Job postings shall contain the title, description, relevant requirements, wage rate, hours, termination date of the position, if known, and effective date. Any employee desiring to apply for a posted vacancy shall make application in accordance with the notice. In the event an employee is on vacation at the time of the job posting and the position has not been filled, the employee may submit the application upon returning to work. Whether and how to post/advertise externally shall be an Agency decision.

19.03 After making efforts to meet its affirmative action goals, the Agency shall give first consideration to employees who meet the posted qualifications for the position. The employee applicant with the most seniority shall be offered the position unless another applicant (internal or external) who meets the minimum qualifications, meets more of the posted “preferred” qualifications in which case he/she may be offered the position. In reviewing employees’ seniority for the purpose of this Section, classification seniority shall govern unless there is no qualified applicant with classification seniority, in which case bargaining unit seniority shall govern.

19.04 Temporary openings expected to last thirty (30) days or more shall be posted and awarded by the procedure in this Article. Employees granted temporary positions of less than one (1) year in accordance with this Section shall return to their former position at the end of the temporary assignment. Any temporary position which becomes permanent shall be reposted and filled in accordance with this Article.

19.05 While a vacancy is being posted and pending the determination and availability of the successful bidder, the Agency reserves the right to fill the position or assign the duties of the position as it determines to be necessary, normally for not more than thirty (30) days. Duties of employees may be reassigned, but no employee shall, except on a volunteer basis, be reassigned to a different work site or to changes in hours having a significant impact on the employee.

19.06 Upon request, an internal applicant who is not hired for a vacant position shall be given the reasons he/she was not selected.

19.07 Within two (2) weeks after an internal applicant has transferred to another unit position, he/she may request to return to his/her former position. Such requests shall not be unreasonably denied.

ARTICLE 20

LAYOFF AND RECALL

20.01 Whenever the Agency determines to lay off employees or reduce hours of employees, it shall give the employees and the Union as much notice as possible. In no event shall such notice be less than seven (7) days, except where the need for a shorter notice period is beyond the Agency's control, in which case the Agency shall provide an explanation to the Union before a layoff is effective. The Union and the Agency will meet as soon as possible to discuss the impact.

20.02 Within each site, a layoff among employees in a classification shall be in accordance with bargaining unit seniority, the least senior being laid off first, unless the Agency reasonably determines that the retention of the less senior employee will significantly enhance the Agency's ability to serve a given client population or, in the case of office positions, he/she otherwise possesses knowledge or skill the Agency reasonably needs.

20.03 Where a reduction in hours is effected, employees with the same relevant skills in a classification where there are available hours at other sites may request such hours. If the Agency is not planning to grant a request or if there are competing requests, the Union and the Agency shall meet and the Union shall be provided the opportunity to make suggestions.

20.04 There shall be no "bumping" except to the extent that the parties agree on such during impact bargaining following the announcement of a layoff.

20.05 Recall Rights:

- (a) Laid off employees shall have recall rights equal to their length of service, up to a maximum of one (1) year.
- (b) Whenever a vacancy occurs in a classification in which a laid off employee has recall rights, the Agency shall contact all senior such employees in that classification by sending a certified mail letter to the last known addresses, with a copy to the Union. Seven (7) days after mailing the notices, the Agency may fill the position in the order of inverse seniority among those who respond with the required relevant skills. If an employee rejects a recall or is unable to start when needed or fails to contact the Agency within thirty (30) days after the letter is sent, the employee loses his/her right to recall.
- (c) Employees with recall rights take precedence over working employees as far as eligibility to fill vacancies of eight (8) or more hours per week. As long as there are employees with pertinent recall rights, vacancies shall not be posted for job bidding. Nothing in this Article shall preclude the Agency from deciding not to fill a vacancy or to effect a transfer into it, or to distribute the hours to other positions.
- (d) Pending the employee's return from layoff during the above recall procedure, the Agency reserves the right to assign the duties of the position as it determines to be necessary. Duties of employees may be reassigned, but no employee shall, except

on a volunteer basis, be reassigned to a different work site or to changes in hours having a significant impact on the employee.

20.06 Whenever a vacancy of fewer than eight (8) hours per week occurs, the available hours will first be made available to current employees in the classification at the site of the vacancy. If no such employees are interested in filling such a vacancy, it shall next be offered to qualified people with recall rights before being advertised outside the Agency.

20.07 The Agency reserves the right to deny rights under this Article to employees not in good standing (i.e., employees who have received final written warnings or other serious discipline within the prior twelve (12) month period and whose grievance, if any, concerning such warning or discipline has been finally resolved).

20.08 All disputes arising out of this Article shall be submitted for expedited final and binding resolution by a mutually agreed upon person available to do so. He/She shall resolve/decide any such dispute within five (5) working days after the Agency's decision with which the Union takes issue. The parties agree that, within one (1) month after the effective date of this Agreement, they shall agree on a list of mutually acceptable persons who could be asked to resolve such disputes.

ARTICLE 21 **HEALTH AND SAFETY**

The Agency agrees to make reasonable efforts to provide a safe and healthy work environment for all employees. Perceived unsafe or unhealthy conditions will be presented to the Health and Safety Committee which shall meet periodically and be comprised of equal numbers from the Union and the Agency. This Committee may also examine issues such as ergonomics, infection control, security, temperature, equipment and any others identified by Committee members.

Only in circumstances where this Committee fails to act in a timely fashion may violations proceed through the grievance and arbitration process.

ARTICLE 22 **TRAINING**

The Agency and the Union agree to cooperate in the identification of issues as to training needs and resources. Employees are encouraged to make suggestions to their supervisors and the Labor-Management Committee will be the principal forum for appropriate discussion.

ARTICLE 23 **NON-DISCRIMINATION**

23.01 No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the

Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, sexual orientation, marital status or disability.

23.02 The Employer and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment.

23.03 The provisions of this Article are not arbitrable to the extent that there exists another legal forum in which they could be resolved.

PAY AND BENEFITS

ARTICLE 24 HOURS OF WORK AND OVERTIME

24.01 Upon advance notice of at least three (3) business days to the supervisor (except in an emergency, when as much notice as possible will be given), employees at a site in the same classification and with the same relevant skills may exchange days off or hours with each other, provided the exchange does not create an overtime obligation.

24.02 The Agency shall make reasonable efforts to provide two (2) fifteen (15) minute paid breaks during each work shift of six (6) hours or more, and one (1) fifteen (15) minute paid break for shifts of more than four (4) hours but less than six (6) hours. A thirty (30) minute paid meal period is guaranteed for shifts of six (6) hours or more. Breaks and meal periods may be combined and shall be taken with supervisory approval, consistent with quality client service. All daily schedules shall involve consecutive hours except by mutual agreement.

24.03 Employees may leave work when their scheduled shift is completed, unless additional work has been authorized by the supervisor or designee, or under established policy to meet emergencies or compelling client or Agency needs (e.g., to meet state deadlines or to address family health issues that cannot reasonably be postponed).

24.04 Employees shall be paid one and one-half (1½) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in the seven (7) day payroll period. All paid holiday hours shall be considered as work time for the purposes of overtime.

24.05 The Agency will make reasonable efforts to assure that scheduled (but not emergency) overtime is offered equally to all employees at a site who have the same relevant skills in the classification.

24.06 Any employee required by the Agency to spend time participating in or attending training or educational programs which are held at times other than during the employee's regularly scheduled work period shall be compensated for such time. All mandatory meetings called by the Agency shall be considered as time worked and paid at the appropriate rate. The Agency shall make a good faith effort to schedule mandatory meetings as near as practical to the employee's regular shift of work. In the event an employee is called in to attend a mandatory

meeting, the employee shall be paid a minimum of three (3) hours' pay at the applicable rate of pay for that day, and shall also be reimbursed for travel at the applicable mileage rate.

24.07 The Agency shall continue to have the right to create schedules for part-time and full-time employees, in shifts of up to twelve (12) hours, depending on funding, client service needs and the availability of and interest of employees in such schedules, it being understood that significant changes in any employee's shift schedule will not be implemented (other than in an emergency) without prior discussion with the Union. Requests by employees for flexible scheduling will be granted within the discretion of the Agency, using client service and other legitimate business factors as its criteria. During the term of this Agreement, disputes arising out of this Section which are not resolved in the Labor-Management forum may be brought through the grievance procedure, but the decision of the Agency may not be arbitrated except by mutual agreement.

24.08 The current Agency policy of not requiring employees to work more than forty (40) hours in a week except by mutual agreement shall not be changed without bargaining with the Union to resolution or impasse.

ARTICLE 25 **HOLIDAYS**

25.01 (a) The following days are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Two Floating Holidays to be taken on a day of the employee's choosing	

(b) If a holiday falls on a weekend day, the Employer will schedule a different day to be celebrated as a holiday. Such substitution shall be announced to all unit members at least six (6) months in advance.

25.02 (a) Employees normally scheduled to work on a holiday will have the day off and be paid for their regularly-scheduled hours. Full-time employees not scheduled to work on a holiday shall earn a full day (eight (8) hours) of vacation time.

(b) Employees will be paid at their regular rate of pay for each of the holidays specified above. If an employee is required to work on a paid holiday recognized in this Agreement, the employee will receive straight-time pay for the same number of hours worked that day, in addition to the additional holiday pay.

25.03 Employees will not be paid for holidays if they are on unpaid leave of absence. Receipt of insurance or Workers Compensation payments does not constitute a paid leave of absence.

25.04 Employees shall have the option of using the Floating Holidays either as full days or in increments of one (1) or more hours during the fiscal year. Advance notice and other responsibilities shall be as set forth in Article 26 for scheduling of vacation days.

ARTICLE 26
VACATION

26.01 (a) Full-time employees shall earn vacation each pay period as follows during the year(s) of service indicated:

1 st year	3.08 hours (2 weeks)
2 nd through 4 th years	4.62 hours (3 weeks)
5 th through 19 th years	6.16 hours (4 weeks)
20 th year and thereafter	7.70 hours (5 weeks)

- (b) Part-time employees scheduled to work twenty (20) or more hours per week and all other employees currently earning vacation shall earn and be credited with vacation on a pro-rated basis.
- (c) At the start of each fiscal year, employees shall be credited with the full amount of vacation they will earn during that year, and they may use such advanced vacation in advance of it being actually earned, with the understanding that vacation pay used but not yet earned will be repaid to the Agency if the employee's employment terminates during the fiscal year, and any monies due to the employee from the Agency may be retained by the Agency to satisfy such obligation.
- (d) All vacation time must be used during the fiscal year or be lost, with the following exceptions.
 - (i) One (1) week of vacation may be carried over into the next fiscal year by written request accompanied by a reason. Additional vacation may be carried over for adequate reason(s) provided, and any dispute as to adequacy shall be resolved by the Labor-Management Committee.
 - (ii) For each week of vacation time that an employee has in his/her bank as of June 30, 2002, the employee shall have one (1) additional year to use the vacation (e.g., an employee with two (2) weeks not used on June 30, 2002 shall have until June 30, 2004 to use it).
- (e) Leaves covered by Workers Compensation shall not be considered paid leaves under this Article for purposes of vacation accrual.
- (f) Former employees who are rehired within six (6) months of separation shall be credited with their prior length of service for purposes of accrual of vacation.

26.02 Vacation balances will be regularly reported in pay stubs or by other equally frequent means. Upon separation, employees will be paid for all accrued unused vacation. Such payment shall be made with the employee's final paycheck if two (2) weeks' notice is provided.

26.03 In the event a holiday designated in this Agreement falls within an employee's vacation period, that day shall not be charged as a vacation day.

26.04 Employees must submit vacation requests of one (1) week or more in writing to his/her supervisor at least two (2) weeks before the start of the requested vacation, and at least one (1) week in the case of requests for use of less than one (1) week, except in emergencies. All requests require supervisory approval to ensure adequate coverage. Supervisors shall respond to vacation requests as soon as possible, and where the request is made two (2) or more weeks in advance, within five (5) working days after the written request is received. Requests shall not be unreasonably denied.

26.05 A site or program manager may ask employees to submit vacation requests for certain time periods (e.g., summer or Christmas-New Year's period) at least two (2) months in advance. In such cases, requests for one (1) week or more shall be first considered and granted, based on availability, in order of seniority. Requests for periods of less than one (1) week shall then be considered and granted, based on availability, in seniority order.

26.06 Vacation leave is to be taken in full-day increments except in cases of emergency or where no other paid leave (e.g., floating holiday) is available.

26.07 Except in emergency circumstances, employees who request time off with less than the advance written notice stated above in Article 26.04 are expected to secure their own substitute or arrange for a shift exchange without creating an overtime obligation on the Agency.

ARTICLE 27 **SICK LEAVE**

27.01 All full-time employees shall accrue eight (8) hours of paid sick leave per month of active employment or paid leave (not including leaves covered by insurance or Workers Compensation). Sick leave will be pro-rated for part-time employees scheduled to work twenty (20) or more hours per week, as well as any other employees currently earning sick leave.

27.02 Sick Leave requests shall be granted under the following conditions:

- (a) when a bargaining unit member cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
- (b) when the employee's spouse, domestic partner or other close family member is seriously ill or injured and the employee's presence as caregiver is required;
- (c) when through exposure to contagious disease the presence of the employee at work would jeopardize the health of others; and

- (d) to keep appointments with health care professionals that cannot reasonably be scheduled during non-work hours.

ARTICLE 28
FAMILY, MEDICAL AND OTHER LEAVE

28.01 FMLA: The Agency agrees to abide by the provisions of the federal Family and Medical Leave Act (FMLA) providing up to twelve (12) weeks of unpaid leave per year. During FMLA leave, eligible employees may be required to utilize all applicable leave which is accumulated and unused, with the exception of up to five (5) days of sick leave and five (5) days of vacation leave. Seniority shall accrue during FMLA leaves. The “year” for purposes of this benefit shall be a twelve (12) month “look back” year from the date of the commencement of the leave. Spousal rights under the law will be extended by the Agency to domestic partners who meet the eligibility criteria for health insurance coverage. The Agency agrees to extend the benefits available under this Section to employees who have been continuously employed by the Agency for one (1) year or more and who have worked 1,040 or more hours for the Agency within the past twelve (12) month period.

28.02 Paid Parental Leave: All employees who are regularly scheduled to work twenty (20) or more hours of work per week and who have been actively employed by the Agency for twelve (12) continuous months shall be paid salary and benefits (other than accrual of vacation or sick time) for the first six (6) weeks of a childcare or maternity leave. This benefit is available for parents, either biological or adoptive, and must be taken and completed within twelve (12) months after the birth or the arrival of an adopted child under the age of six.

28.03 Upon written request by an employee who has been employed at least one (1) year, the Agency may grant a personal unpaid leave of absence of up to twelve (12) months in duration. The request shall be submitted as far in advance as possible, but no less than thirty (30) days before the start of the leave.

28.04 When leaves are granted under this Article, the Agency shall provide the employee in writing any restrictions or conditions beyond those identified in this Agreement or the generally applicable employee manual, to include job reinstatement rights upon return. If during such leave a layoff or reduction in hours take place, the employee will have the same rights as active employees.

28.05 Seniority shall continue to accrue while an employee is on an FMLA leave, but not in the case of other leaves.

28.06 The Agency reserves the right to fill any position if a leave is for longer than three (3) months. Notwithstanding any other provisions of this Agreement. If an employee returns from an approved leave that is longer than three (3) months and his/her position has been filled, he/she shall have first rights to any vacant position for which he/she is qualified. An employee on leave must advise his/her supervisor in writing at least thirty (30) days prior to the end of the leave to confirm plans for their return.

28.07 Employees on unpaid leave (other than FMLA) will be required to use accrued vacation time unless otherwise agreed in writing by the Agency. Employees on unpaid leave must pay one hundred percent (100%) of their health insurance premiums to remain covered by its plan. The employee's date of hire will not be affected by the granting of a leave of absence.

28.08 An employee returning to work after a leave of absence shall not be considered to be probationary (unless probationary at the start of the leave), but may be required to submit a fitness-for-duty report under Article 10 before returning to work.

28.09 Failure to return to work from any leave provided under this Agreement shall result in termination, unless an extension in writing has been granted or is required by operation of law.

28.10 Leave under any provision of this Agreement which is eligible for coverage under the FMLA shall run concurrent as both FMLA and contractual leave, and the more liberal provision shall apply.

28.11 The provisions of this Article are not subject to arbitration unless an employee voluntarily foregoes his/her right to seek redress by other means.

ARTICLE 29 **HEALTH INSURANCE**

29.01 All employees in the bargaining unit working thirty (30) hours or more per week will be eligible for the health insurance coverage offered by the Agency.

29.02 For any employee who selects the lowest cost health insurance plan option offered, the Agency will pay seventy percent (70%) of the total premium cost for individual coverage, sixty percent (60%) for 2-person coverage, and fifty percent (50%) for family coverage. For any employee who selects any of the other options, the Agency will pay the same dollar amount as it would pay had that person selected the lowest cost health insurance plan option offered.

29.03 During one (1) month of each year, designated by the Agency, any eligible employee may change to a different available health plan.

29.04 The Agency agrees to distribute forms and to provide information on all available plans to each current and new employee.

29.05 The Agency reserves the right to change carriers and/or substitute plans with substantially the same benefits, after compliance with Article 6 (Past Practices). At either party's request, the parties shall meet to discuss changes in health insurance options.

29.06 To the extent allowable by the carrier, an employee who is eligible for health insurance who has his/her hours involuntarily reduced to fewer than thirty (30) per week shall continue to be eligible for health insurance coverage as if he/she were working thirty (30) hours per week.

ARTICLE 30
BEREAVEMENT LEAVE

All employees will be eligible for up to three (3) days of bereavement leave in the event of the death of the employee's child, spouse, domestic partner, parent, sibling, grandparent, grandchild, the employee's spouse's parent or child, the employee's domestic partner's parent or child, or a person living in the same household. Employees will be paid only for time missed during scheduled hours of work in the seven (7) calendar days following the date of death. If additional time is needed, an employee may use accrued vacation time or converted sick leave with his/her supervisor's prior approval.

ARTICLE 31
JURY DUTY

31.01 Time off shall be granted to any employee who is called for service on a jury. The Agency will pay the difference between amounts given the employee for serving jury duty and the amounts the employee would have earned by working the scheduled days, up to a maximum of three (3) days in any twelve (12) month period, it being further understood that the maximum will increase to ten (10) days in the case of Grand Juror Service.

31.02 Employees shall be allowed unpaid time off if summoned to appear to court as a witness. Such time shall, however, be paid if the employee is appearing on behalf of the Agency.

ARTICLE 32
OTHER BENEFITS

32.01 The Agency shall continue to make the current dental plan (or its substantial equivalent) available to all employees in the bargaining unit. The Agency will make no contributions toward the cost.

32.02 The Agency shall continue to make term life and accidental death and dismemberment insurance available to all employees by a carrier(s) of the Agency's choosing. The Agency will make no contributions toward the cost.

32.03 All discounts and subsidies on supplies and services provided to employees in the past shall continue at the same level, to the extent made available to the Agency as in the past.

32.04 The Agency will continue to provide the same level of insurance coverage as it has in the past to protect employees for bodily injury or property damage to others, incurred in the course of Tapestry business, after the limits of employee's personal vehicular coverage has been exhausted. The Agency shall choose the carrier.

32.05 All employees are eligible to participate in the Agency's pension plan and 401 (k) plan, as provided generally to Agency staff and as may be amended from time to time.

32.06 The Agency will continue to maintain professional liability insurance for employees.

32.07 The Agency will continue to provide a one-time long-term employment bonus to employees, as follows:

- At 5 years: inscribed plaque
- At 10 years: 1 week vacation or \$300
- At 15 years: 1 week vacation or \$550
- At 20 years: 1 week vacation or \$1,000
- At 25 years: 1 week vacation or \$1,500
- At 30 years: 1 week vacation or \$2,000

In addition, after an employee has worked twenty-five (25) years, he/she will receive an additional week of vacation for each subsequent year of employment. This benefit is a bonus and will not impact the employee's regular accrual of vacation time.

Employees who have worked less than twenty (20) hours per week during the majority of their tenure at the Agency will be eligible for one-half (½) of the above monetary bonuses.

32.08 All employees are eligible to participate in any of the following flexible spending accounts to pay for benefits with pre-tax income to the same extent as is provided generally to other Agency staff and as may be amended from time to time:

- Health/Dental Insurance Premium Spending Account
- Dependent Care Spending Account
- Health Care Spending Account

32.09 The provisions of the Small Necessities Leave Act shall be incorporated into this Agreement, as may be amended from time to time.

32.10 At either party's request, the parties shall meet to discuss researching and/or implementing other benefit options.

ARTICLE 33 **WAGES**

- 33.01 (a) During the term of this Agreement, the Agency agrees to accept and apply to employees any grant, contract or legislative monies for which the Agency is eligible. The Agency agrees not to implement any such increases without first giving the Union at least thirty (30) days' advance notice and meeting with the Union on request to negotiate the details of such increases.
- (b) In the event the Commonwealth appropriates additional funds for pay increases for employees who participate in trainings, so-called Quality Care payments, the Employer will distribute the funds in accordance with legislative requirements. To the extent distribution of such funds 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 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 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 are a certainty. The no-strike provisions of this Agreement shall remain in full force and effect during any bargaining under this Section.

33.02 The minimum wage and step rates for each classification are set forth in Appendix A.

33.03 Clinicians: Effective July 1, 2008, Class 9 will start at thirty-five dollars (\$35) per hour. New graduate hires and all currently employed Clinicians who have less than five (5) years of experience at Tapestry Health will be placed in Class 9. All currently employed Clinicians who have five (5) or more years of experience at Tapestry Health will be placed in the new Class 10 with a starting rate of thirty-seven dollars (\$37) per hour. Currently employed Clinicians who have fifteen (15) or more years of experience at Tapestry Health will be paid at a rate of forty-two dollars (\$42) per hour. Those employees who are over the current grid will remain at the same percentage over the new grid.

33.04 Counselors: There shall be the following differential added to Counselor pay rates: an increase of fifteen cents (\$.15) per hour at six (6) months from hire date and an increase of thirty cents (\$.30) per hour at two (2) years from hire date. The differential will not be compounded by any annual wage increases.

33.05 New hires in all classifications may be placed on the grid based upon the relevant years of experience as determined by the Agency.

33.06 Bilingual Differential: When a bilingual position is determined by management to be necessary for client service at a particular site, an employee who passes a predetermined written and/or verbal proficiency test in a language other than English will be paid twenty-five cents (\$.25) per hour for verbal proficiency and twenty-five cents (\$.25) per hour for written proficiency. Currently, employees who were hired for a bilingual position and already took a verbal proficiency test will not be required to retest, if verified by the manager. Prospectively, the need for oral and written proficiency will be determined separately and clearly noted on the job posting.

FOR SEIU LOCAL 509:

FOR TAPESTRY HEALTH:

Date

Date

APPENDIX A

Effective July 1, 2008

3.5% wage increase for all employees

Non- Salary Reserve

Classification

Step at 1.5%

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
1	9.77	9.91	10.06	10.21
2	10.56	10.72	10.88	11.05
3	10.80	10.96	11.13	11.29
4	13.18	13.37	13.57	13.78
5	14.85	15.07	15.30	15.53
6	16.11	16.35	16.59	16.84
7	17.59	17.85	18.12	18.39
8	21.08	21.39	21.71	22.04
9	35.00	35.53	36.06	36.60
10	37.00	37.56	38.12	38.69
over 15 years				42.00

Salary Reserve

Step at 1.5%

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
1	10.04	10.19	10.34	10.50
2	10.86	11.03	11.19	11.36
3	11.10	11.27	11.44	11.61
4	13.40	13.60	13.80	14.01
5	15.10	15.33	15.56	15.79
6	16.38	16.62	16.87	17.13
7	17.89	18.15	18.43	18.70
8	21.43	21.75	22.07	22.40
9	35.00	35.53	36.06	36.60
10	37.00	37.56	38.12	38.69

APPENDIX B

Memorandum of Agreement

1. The Agency will cooperate with the Union to release employees so far as practicable on unpaid leave to attend the 2007 and 2008 lobbying day effort for the Quality Care Initiative. Released employees may use accrued vacation or floating holiday leave to cover this time, at their option.
2. The parties agree that changes in the health insurance rights and obligations of employees provide either party, on request, with the right to require the other to meet and negotiate about the best options for employees.
3. Members of the Union negotiation team shall be released on advance notice for negotiations when practicable.
4. With respect to the every-other-month labor-management meetings (Section 5.04), the Agency will pay up to two (2) employees for two (2) hours each to cover travel and meeting time.
5. The parties agree:
 - a. To review all current job descriptions and update and/or correct for accuracy;
 - b. To review the current grading system with the goal of presenting an alternative and more appropriate model;
 - c. To create, where appropriate, higher graded positions (i.e., Counselor II) in those instances where employees have the skills, credentials or other demonstrable talents;
 - d. The parties shall work to achieve a mutually agreeable revision of this system by February 1, 2009.
6. All employees who work at least twenty (20) hours per week (but less than thirty (30) hours per week) shall receive through the Section 125 Plan a non-taxable supplement that will be equal to any increase between their premiums under the most comparable Commonwealth Plan (as determined by mutual agreement) and the employee share of the premium of the Tapestry Health Plan.

If at any time this Plan is deemed to be inconsistent with Commonwealth statutes, regulations and/or rulings or if the Commonwealth Plan(s) become unavailable, the parties shall reopen the issue of health insurance. It is understood that should this occur, the parties agree that all employees working at least twenty (20) hours per week shall continue to have access to health insurance that is substantially similar (in both coverage and cost) to that offered by Tapestry Health to those employees otherwise eligible.

7. Upon ratification, eligible employees shall have a ONE-TIME opportunity during the months of July, August and September 2009 to convert a portion of their accrued sick time into vacation time. Such a conversion shall be in the terms noted in Article 27.03 and shall be implemented

using a mutually agreed upon form. *EXAMPLE: An employee with 12 years of seniority and 95 sick hours may elect to convert a maximum of 95 hours at 20%. This would result in 19 hours being added to their vacation bank. Their sick bank would then be reduced (95-19) to 76 hours. This converted vacation must be used by June 30, 2010.*

8. There shall be no step increases during the term of this May 1, 2009 through April 30, 2010 agreement.

POLICY CLARIFICATIONS

Notice for Medical Appointments:

All requests for leave for medical appointments require appropriate advance notice and supervisory approval in order to ensure adequate office coverage. Requests shall not be unreasonably denied. Whenever possible, all non-emergency medical appointments should be scheduled on non-work time. We recognize this is not always possible. To the extent the time of an appointment is known ahead of time, an employee should notify his/her supervisor at least a week before a medical appointment, longer if possible, especially when sub-coverage is necessary. In the event of an emergency, less notice is acceptable.

Floating Holiday Policy:

All employees are entitled to two (2) floating holidays a fiscal year to be used, with advance supervisory approval, at the time of their choosing. Full-time employees will receive sixteen (16) hours. The maximum any one employee can earn is sixteen (16) hours. Part-time employees' floating holiday allotment will be calculated based on the longest day worked. For example, if he/she works 20 hours a week, 4 hours every day, he/she will receive 8 hours floating holiday. Those hours may be used in hour increments. If an employee changes his/her schedule, no alteration to the floating holiday allotment will be made until the following July 1. If an employee is hired from July 1 - December 31, he/she will receive the full allotment and if he/she is hired between January 1 and June 31, he/she will get half.

Floating holiday time may be used within the three (3) month orientation period. The notice to supervisors to request use of floating holiday time is per the contract (Article 26.4 – Vacation). All floating holidays must be used in the fiscal year it is allotted or it is lost.

Overtime and Working Beyond Schedule Clarification:

While the Agency applauds staff's dedication to their work and to our clients, the decision to work over one's scheduled hours must be regulated by the Agency. Many program contracts cannot sustain overtime (either time and a half for full-time staff or additional hours for part-time staff).

If a person cannot complete a work assignment in his/her scheduled hours because of a special circumstance (for example, a special event, report or grant), the employee **must** get advance permission from the supervisor to work more than a few minutes beyond his/her schedule on a given day or on a frequent basis.

In the case of an "emergency" or a situation out of the staff person's control (for example, a client who needs services after the regular closing), the following guidelines will clarify the procedures around Sections 24.3 and 24.4 of the contract. If an employee is faced with a situation that requires him/her to stay later than scheduled, under established policy to address emergencies or compelling client needs (more than fifteen (15) minutes), the staff person needs advance supervisory approval, if possible. If there is no supervisor or supervisor's designee available, the employee must inform the supervisor in person, in writing or by voicemail of the circumstances requiring the overtime. Overtime will be approved **only** if the employee informs

the supervisor within two (2) working days. This applies to both full- and part-time staff. As has been past practice, if an employee needs to stay late one day and is able (with supervisory approval) to leave early another day within the same week, he/she may opt to do that rather than being paid for the extra time.

Reference Release Policy:

It will be the policy of Tapestry Health to only verify employment dates to other prospective employers. Tapestry will refrain from giving references, both written and verbal, for employers.

Clarification Concerning Scheduling and Pay for Staff Meetings:

- (a) The time an employee spends at a regularly scheduled staff meeting is part of the employee's "regularly scheduled work period" so long as the time of that meeting is consistent and known to the employee when he/she is hired. This will be explained to people upon hire.
- (b) If an employee misses such a meeting, he/she must be paid for the time as he/she would if he/she missed any other regularly scheduled work hours, so long as he/she has unused sick, vacation or floating holiday time.
- (c) Employees' sick and vacation time accrual rates must be based on the total number of hours an employee works, so the hours of such meetings must be averaged in.
- (d) If the calculation of an employee's hours in (c) results in his/her hours changing from under twenty (20) to twenty (20) or more, he/she would become eligible for health insurance, as well as sick and vacation accrual.
- (e) If the Employer cancels or reschedules a regularly scheduled staff meeting, the employees would still be paid for their regular staff meeting hours. The manager may require the employee to perform other job-related duties during those hours.

Clarification of Section 32.7 (Vacation Accrual):

On the 25th anniversary of an employee's tenure, he/she will begin receiving six (6) weeks accrued vacation every year. That sixth week will be allocated at the beginning of the fiscal year with the rest of the vacation accrual, but prorated for the upcoming year. In other words, as is done at any time there is a change-over from two to three, or three to four, weeks' vacation accrual, the Personnel Coordinator will calculate when during the fiscal year the employee will reach his/her anniversary date and prorate the allotted vacation time accordingly. In addition, at that anniversary date, he/she will be offered the option of either a one-time bonus week of vacation (totaling seven weeks' vacation for that year), or \$1,500. This is a one-time bonus vacation week and does not get added to a person's vacation accrual and is lost if not used in the year following the 25th anniversary date. Exceptions can be made by mutual agreement between the employee and the Agency.

In years 26, 27, 28, 29, the employee will accrue six (6) weeks vacation.

In year 30, the employee will accrue six (6) weeks vacation and again be offered either a one-time bonus of one week's vacation (totaling 7 weeks vacation for that year), or \$2,000. Again, this is a one-time bonus vacation week and does not get added to a person's vacation accrual, and is lost if not used in the year following the 30th anniversary date. Exceptions can be made by mutual agreement between the employee and the Agency.

In years 31, 32, 33, 34, the employee will accrue six (6) weeks vacation.

Vacation Clarification Agreement:

- (a) The Union agrees with management's suggestion that if a staff member had any time in his/her vacation time "bank" as of July 1, 2002 and still has time in that bank, management is under no obligation to allow him/her to hold over any additional vacation time into the following fiscal year. In other words, people may generally not add to their banks.
- (b) Management agrees with the Union's interpretation of the contract that staff with time in their vacation bank as of July 1, 2002 have as many years to use it up as they had weeks (based on hours scheduled to work a week). In other words, if there were 120 hours of unused time in someone's bank and he/she works full-time, he/she has three (3) years to use it up (or lose it). If he/she has forty (40) hours in the bank, works twenty (20) hours a week, he/she has two (2) years to use up their bank.
- (c) Management agrees that a person with no bank may hold over one (1) week of vacation time to the next fiscal year, if requested in writing, and more than one (1) week with a valid reason, requested in writing.

Amendment to Travel Policy:

The mileage reimbursement rate effective August 1, 2008 is \$.38 per mile. Tapestry Health reimburses staff for authorized travel mileage in the same day, based upon the following guidelines.

- From the employee's principal residence to a temporary work area. Temporary work area could be a meeting place, training place, clinic that is not the permanent assigned work area for that day, traveling out of town overnight as a temporary assignment.
- From an employee's permanent work area to another permanent or temporary work area in the same day. Traveling from one worksite directly to another worksite without going to the employee's permanent residence.
- From a temporary work area to a permanent work area in the same day. Traveling from home to a temporary work area then to a permanent work area.

Travel not reimbursed:

- Travel from home to an employee's permanent work site.

- The travel to home from the last permanent work site, if the employee works in two permanent sites in one day.