

Collective Bargaining Agreement between

Local 509 SEIU

and

LifeLinks, Inc.

May 1, 2008 – April 30, 2011

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PREAMBLE

Agreement effective this 9th day of May 2008 by and between Lifelinks, Inc., hereinafter called the "Employer" and Service Employees' International Union, Local 509, hereinafter called the "Union."

ARTICLE 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between LifeLinks, Inc., its employees in the bargaining unit represented by the union and the union, and to make clear the basic provisions upon which such relations depend. It is the intent of the parties to come together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent as well as adjust misunderstandings or grievances relating to employment.

ARTICLE 2 – GENERAL CONDITIONS

Section 1: Personnel Files. Upon written request, the Employer agrees to allow employees reasonable access to their individual personnel records during normal business hours but such files may not be taken out of the office area. Employees will have the opportunity to insert statements of clarification or rebuttal in their personnel file. The Employer agrees to treat all materials contained in said files as confidential and not to release such information absent written employee authorization or where required by law, subpoena or court order.

Section 2: The parties recognize that the compliance with certain rules and responsibilities is necessary for efficient operations and the provision of quality services. As such, all parties are expected to observe the established standards of work behavior and performance.

Section 3: To fulfill our responsibility to provide reliable and safe service to the individuals we serve as well as a safe work environment, employees must be physically and mentally fit to perform their duties safely and efficiently. Employees are expected to report for work and remain at work in condition to perform assigned duties free from the effects of alcohol and drugs.

The unlawful use or possession, sale or transfer of drugs or narcotics in any manner will result in immediate termination. Possession of alcoholic beverages in the work place or the consumption of alcoholic beverages in association with the workplace or during work time will result in immediate termination.

It is an employee's responsibility to notify his/her supervisor when they have been informed that a physician's treatment or prescribed medication, has a side effect which will impair their ability to perform their normal duties. Such an employee will produce a "doctor's note" declaring him/her to be fit for duty before he/she can continue working.

ARTICLE 3 – RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of its employees in the bargaining unit set forth in the Certification of Representative NLRB 1-RC-21975 and excluding all other employees, office clerical employees, professional employees, guards, and supervisors.

Definitions: Wherever the word "employee" is used in this Agreement it shall apply only to the employees covered by this Agreement and not to any of the excluded employees, and none of the provisions of this Agreement shall apply to the excluded employees. "Masculine Pronouns" will apply to both the masculine and feminine gender, unless the context clearly indicates otherwise.

Full-Time Employees are those employees regularly scheduled to work thirty-five (35) hours or more each week.

Regular Part-Time Employees are those employees regularly scheduled to work less than thirty-five (35) hours each week.

Part-Time Intermittent Employees (PTI) are on-call employees hired to fill in for absent bargaining unit employees or to perform work as needed. PTI employees must provide Human Resources with their contact telephone numbers, identify no less than four (4) shifts each week that he/she is available to work and work no less than eight (8) hours each month.

ARTICLE 4 – UNION BUSINESS

Section 1: All present employees included in the recognized bargaining unit on the effective date of this Agreement shall as a condition of continued employment, within 30 calendar days after the execution of the Agreement acquire and maintain membership in good standing in the Union for the duration of the Agreement and tender to the Union the periodic dues uniformly required as a condition of membership or pay an agency service fee, as that term is understood, to the Union in lieu of Union membership. Each new employee covered by this Agreement, hired after the effective date of this agreement shall as a condition of employment, within 30 calendar days after the date of hire, acquire and maintain membership in good standing in the Union and tender to the Union the periodic dues uniformly required as a condition of membership or pay an agency service fee, as that term is understood, to the Union in lieu of Union membership.

In the event an employee covered by this Agreement refuses and fails to become a Union member or to tender the Union the periodic dues that are obligations of members or to pay to the Union an agency service fee, the Employer shall, immediately upon written notice from the union, suspend said employee's employment for up to 2 weeks or until said employee comes into compliance with this Article, whichever comes first. If the employee does not come into compliance with this Article by the end of the 2 week period then the Employer shall terminate said employee's employment.

Section 2: The Employer will notify newly hired employees covered by this Agreement that the Union is the exclusive representative of bargaining unit employees for the purposes of collective bargaining and provide each with a copy of this Agreement, supplied by the union. The Employer will notify the Union each month of the names of newly hired employees, their home addresses, date of hire, job title/classification, hours per week and rate of pay. The employer will notify the Union each month of the names of terminated employees and dates of termination.

Section 3: The Employer agrees to deduct Union dues, agency service fees and/or Union initiation fees from the pay of employees who voluntarily authorize such deductions by submitting the appropriate signed authorization to the Employer. If an Employee wishes to revoke his/her dues or agency service fee deduction authorization, the Employee may do so by providing written notice to the Union and Employer. Monthly deductions will be made in the amounts certified by the Union as those uniformly required as a condition of acquiring or maintaining membership, or satisfying an Employee's agency fee obligations, and will be made in accordance with the terms of said authorization. The Employer agrees to remit to the Treasurer of the Union all such authorized deductions no later than the end of the calendar month following the month in which the deductions were made. Included with the check will be a list of each employee whose dues, agency service fee and/or initiation fee were deducted along with their job classification/title, gross pay for the period and amount deducted.

Section 4: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer in reliance upon written authorization of the employees or written statements by Union representatives or for the purpose of complying with this Article. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold harmless from any claim, actions or proceedings by any employee arising from deductions by the employer hereunder. Once deductions are remitted to the Union, it is understood and agree that their disposition thereafter shall be the sole and exclusive obligation of the Union. Any action taken by the Employer for the purposes of complying with this Article is not subject to recourse under Article 12 Grievance Procedure.

Section 5: An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving notice in writing to the Employer.

Section 6: For the purposes of conferring with employees regarding matters pursuant to this Agreement, consistent with operational needs the Employer will allow and make space available for a duly authorized and identified

representative of the Union to visit with employees at 145 Lexington Avenue or the Community Center during non-working hours. The Union must request such a visit no less than forty-eight(48) hours in advance and any such visit will be restricted to the purposes communicated in the Union's request. Permission to visit will not be unreasonably denied. Union Representatives who visit either 145 Lexington Avenue or the Community Center will comply with any applicable access and security procedures, may be required to produce a photo ID, respect the wishes of individuals served and will in no way interfere with any services employees are providing and/or the facilities' operations or in any manner interrupt or impair the work of any employee. There will be no Union meetings at any LifeLinks' facility, property or in any vehicle except as described above and upon approval of the Community Center Director, Director of Program Services and/or Director of Human Resources.

Section 7: Within thirty (30) calendar days of the execution of this agreement, the Union shall furnish to the Employer a complete list identifying the Union Representatives, Elected Officials and Shop Stewards responsible for fulfilling the union's statutory obligations and exercising its statutory rights at LifeLinks. The Union further agrees this list shall be updated as necessary to reflect changes. The employer shall not be required to recognize or deal with union Representatives, Shop Stewards, and/or elected officials whom the Union has not previously identified to the employer in writing. The number of the Union's Shop Stewards shall not exceed one per twenty (20) employees and one steward/ group home. The Community Center shall be limited to 3 stewards.

Section 8: With the exception of an investigatory meeting where a Bargaining Unit member requests to exercise his/her Weingarten Rights, and grievance meetings, the Employer is not responsible for any time spent by Shop Stewards on duties and activities associated with their positions as Shop Stewards.

Section 9: Union Stewards shall be allowed time off (without pay unless the employee chooses to use accrued paid leave time, if any) to attend the SEIU 509 Annual Meeting subject to staffing needs and provided that the Employer is given at least thirty (30) days advance notice. Requests for such leave shall not be unreasonably denied.

Section 10: The Employer will provide space on bulletin boards and/or "note books" where applicable, for the Union to post notices pertaining to matters connected with this Agreement.

Section 11: The Employer shall give up to 10 employees unpaid time off for the purpose of participating in special Union activities for the duration of the event including transportation time. Such leave shall be granted once during each fiscal year. The Union shall give the Employer at least thirty (30) days notice of the date of the special union activity, and shall notify the Employer of the anticipated beginning and end of the event, and the list of names of the employees who attend.

ARTICLE 5 – LABOR/MANAGEMENT

The parties agree to establish a Labor-Management Committee that will consist of Union stewards and members of management. It shall meet on an as-needed basis but no more than 4 times/year for the purpose of discussing matters of mutual interest and concern. This committee shall serve solely in an advisory capacity. Up to three (3) union stewards will be allowed to attend committee meetings with no loss of pay or benefits. Other stewards may attend on their own time but must provide twenty-four (24) hours notice. Each party will provide the other with a written agenda in advance.

ARTICLE 6 – PROBATIONARY PERIOD

Section 1: The first one hundred and eighty (180) days of employment in the bargaining unit shall be the probationary period for all regular employees. PTI employees must work 440 hours to complete their probationary period.

Section 2: During said period, transfer, discipline or discharge will be at the sole discretion of the Employer. Upon successful completion of the probationary period, employees shall be regarded as permanent and accorded seniority status computed as of their most recent date of employment

Section 3: The Employer shall have 60 days within which to assess the ability of an employee who has been promoted from one bargaining unit position to another. The Employer may within this period, return a newly promoted employee to their previous position.

ARTICLE 7 – NO DISCRIMINATION

There shall be no discrimination, restraint or coercion by either the Employer or its representatives or the Union or its representatives against any employee because of his or her membership or non-membership and participation or non-participation in the Union or its activities.

The parties agree that neither shall discriminate against any employee on the basis of race, sex, religion, age, national origin, physical or mental disability, sexual orientation, or veteran status and in addition neither party shall sexually harass – as that term is defined under applicable law – any employee.

It is the intent of the parties to avoid unnecessary litigation of disputes in multiple forums and to encourage the consolidation of proceedings into a single forum.

ARTICLE 8 – SENIORITY

An employee's seniority is defined as an employee's length of continuous service with the Employer from his/her most recent date of hire. An employee's seniority will be lost upon resignation, discharge for just cause, failure to return from an authorized leave and/or to immediately accept a return to work following a layoff.

ARTICLE 9 – REDUCTION IN FORCE

Section 1: In the event the Employer decides that it is necessary to reduce its working force, whenever possible the affected employees and the Union will be provided no less than fourteen (14) days notice. If requested within four (4) days of such notice the Employer will meet with the Union to discuss alternatives. When qualifications such as ability and performance are considered relatively equal by the Employer and consistent with operational needs as determined by the Employer, the Employer will give preference in cases of layoffs to employees by applying seniority – last in/first out. For the purposes of this Article seniority will be defined as the uninterrupted amount of time an employee has been assigned to the affected Program.

Section 2: Employees subject to lay off will be assigned to any vacancy in the same classification and same work schedule for which they are qualified. Consistent with operational needs the employer may accept same classification employees within the affected program for voluntary lay-off.

Section 3: A non-probationary employee designated for layoff as described above, for whom no vacancy can be identified as per Section 2, will have one opportunity to displace a less senior probationary employee in the same or lower job classification, provided he/she meets the qualifications for such position as determined by the employer. An employee exercising this option must notify Human Resources within four (4) days of the original layoff notice of his/her decision, which is final and binding. Employees designated for lay-off who chose not to exercise this option and those employees displaced will be laid-off on the original date of layoff.

Section 4: A laid off employee is eligible for recall for up to twelve (12) months or their length of employment at the time of layoff, whichever is less. Laid off employees eligible for recall will be offered vacancies, same shift and classification, as they arise and an employee that fails to immediately accept an offered vacancy will forfeit recall rights.

Section 5: In the event the Employer decides it is necessary to reduce the hours in a program the Employer will take into consideration the qualifications and performance of affected employees. The Employer will make a reasonable effort to offer additional hours to any employee who has had his/her hours involuntarily reduced, as long as such reduction is not related to performance or discipline.

ARTICLE 10 – VACANCIES, POSTINGS SELECTION AND TRANSFERS

Section 1: Any vacancy the Employer decides to fill will be included in the monthly LifeLinks Vacancy Announcement Posting generated by Human Resources. The Posting is accessible at 145 Lexington Avenue, the Community Center, Woodland and each Group Home, and includes the job title, location, responsibilities, qualifications, hours and pay rate. Any non-probationary employee interested in a posted vacancy must submit a Letter of Interest through their supervisor/manager to the Director of Human Resources within 14 days of

the date of the Posting. Employees may not apply for any position in a different house (for the purposes of this section the Woodland Inn and the Community Center are considered a “house”) from the one in which they work if they have received any discipline within the six (6) months prior to the date of application.

Section 2: When qualifications such as ability and performance are considered relatively equal by the employer and consistent with operational needs as determined by the employer, the employer will give first preference in cases of promotion and transfer to employees currently assigned to the program/location who submit a Request for Transfer Form and then to other employees who submit a Request for Transfer Form by applying seniority. For purposes of the Article, seniority is established by a regular employee’s most recent date of hire and pro-rated for PTI employees.

Section 3: Any employee who permanently transfers from one job classification, wage category and/or benefits eligibility category to another shall be entitled only to the rate of pay and benefits applicable to the position and/or location to which he/she has transferred. He/she shall further be entitled to work only the scheduled hours of the job to which he/she has transferred. Nothing in this Article or in any other Article of this Agreement shall limit the exclusive right of the Employer to transfer an employee consistent with its operational needs.

ARTICLE 11 – HEALTH AND SAFETY

Section 1: The Employer agrees to provide a safe and healthful work environment for all employees. The Employer and employees are responsible for maintaining a safe and accident-free workplace, and to correct or warn others of hazards. To that end, any personal protective equipment or other safety equipment and/or supplies necessary for a work assignment, as determined by the Employer or required by applicable law, shall be provided to the employees and shall be worn and/or utilized by the employees in the performance of their work assignments. Name Tags or Identification Badges, when issued, must be worn at the Community Center or disciplinary action may result.

Section 2: Employees will continue to perform routine cleaning and maintenance duties as currently assigned.

Section 3: Any employee injured on the job, no matter how minor, is required to report the incident to his/her supervisor before leaving the shift and complete and deliver to Human Resources a “Report of Work Related Injury” within twenty-four (24) hours of the incident.

Section 4: Each employee recognizes that their first responsibility is to protect and promote the rights of individuals served. As a condition of employment each employee is a Mandated Reporter – legally required to report any instance or suspected instance of abuse or neglect of an individual served.

Section 5: The Employer agrees to cover employees under the Massachusetts Workers’ Compensation law on a non-contributory basis, whether or not such coverage is mandatory.

ARTICLE 12 – GRIEVANCE PROCEDURE

Section 1: For the purposes of this Agreement, a grievance is a difference or dispute between the Employer and the union, an Employee, or group of employees, concerning the interpretation, application or a claimed violation of a specific provision of this Agreement and the following shall be the exclusive method for the presentation and settlement of grievances.

Section 2: A Grievance shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step 1 of this Grievance Procedure within fourteen (14) calendar days after the grievant knew or had reason to know of the incident giving rise to the grievance, whichever is sooner; provided, however, that in the case of termination or suspension, the Grievance may be submitted at the first instance in accordance with Step 3 below.

Step 1: The parties are encouraged to attempt to resolve grievances informally prior to putting them in writing. The Union Steward may be present at Step 1. Notwithstanding this, the grievance must be signed by the grievant and presented to the Employer in writing within the time period set forth above. The Grievance shall state the contract provision(s) alleged to have been violated and the specifics of the alleged violation. The Employer shall answer the Grievance, in writing, within ten (10) calendar days.

Step 2: If the Grievance is not resolved at Step 1, the Grievance must be presented in writing to the Employer within ten (10) calendar days after the Employer's response to the grievance at Step 1 or the date, on which the response was due, whichever is earlier. The Employer may hold a meeting on the grievance within ten (10) calendar days after receiving it. The Employer shall answer the grievance, in writing, within ten (10) calendar days after the meeting, if held, or after receipt of the grievance if no meeting was held. Group or "class action" grievances may be presented at Step 2.

Step 3: If the grievance is not resolved at Step 2, the grievance must be presented to the Employer in writing within ten (10) calendar days after the Employer's response to the grievance or the date on which that response was due, whichever is earlier. The Employer may hold a meeting on the grievance within ten (10) calendar days after receiving it. The Employer shall answer the grievance, in writing, within ten (10) calendar days after the meeting, if held, or after receipt of the grievance if no meeting was held.

Grievances concerning disciplinary suspensions and terminations may be initiated at this Step 3, but must be submitted in writing to the Employer within five (5) working days of the termination or suspension.

Step 4: If the grievance is not resolved at Step 3, it must be referred to arbitration by the Union within thirty (30) calendar days after receipt of the

Employer's response or date on which that decision was due, whichever is earlier. A demand for arbitration must be served in writing by the Union simultaneously on the American Arbitration Association ("AAA") and the Employer within this period and must specify the specific contract Article(s) and section(s) allegedly violated as a condition for processing the demand.

An issue of arbitrability must be raised by written notification to the other party within ten (10) calendar days of receipt of the demand for arbitration, and the Arbitrator subsequent to his/her selection and at least thirty (30) days prior to any scheduled hearing shall determine whether or not to schedule a separate hearing to consider the issue of arbitrability only. Arbitrability issues raised in contravention of this procedure shall be deemed waived and under no circumstances may an arbitrability issue be raised for the first time at a hearing scheduled to decide a case on the merits.

Any hearing on arbitrability shall be conducted according to the American Arbitration Association's rules on expedited arbitration. If the Arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further. If the Arbitrator determines that the grievance is arbitrable, then a hearing shall be held for the Arbitrator to consider the merits of the grievance.

The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific contract Article(s) and Section(s) allegedly violated and involving the facts of the particular grievance presented to him or her. The Arbitrator cannot amend, alter or modify the Agreement. The Arbitrator shall have no power to engage in any form of interest arbitration unless mutually agreed in writing. Only one grievance may be submitted to and decided during a particular arbitration, unless mutually agreed in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Employer and the Union. The cost of the arbitration assessed by the AAA and the fees of the Arbitrator shall be borne by the party against whom judgment is found.

Section 3: For purposes of this Article:

- (1) Step 1 grievances shall be presented to the designated immediate supervisor;
- (2) Step 2 grievances shall be presented to the Department Director; and
- (3) Step 3 and Step 4 grievances shall be presented to the Director of Human Resources.

Section 4: Failure of an employee or the Union to meet any time deadline at any step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article 12 GRIEVANCE PROCEDURE can be mutually waived in writing. If the Employer misses a response deadline set forth in this agreement, the

Grievance shall automatically move to the next Step, provided that the Union has otherwise complied with this Article.

Section 5: A grievance concerning the interpretation or application of the Agreement initiated by the Employer may be submitted to arbitration within thirty (30) days after written notification to the Union. The demand for arbitration must be served in writing by the Employer simultaneously on the American Arbitration Association (“AAA”) and the Union. (The Employer shall not be required to adhere to the procedure in this Section or Article in the event of a violation of Article 26 STRIKES AND LOCKOUTS.

Section 6: An issue of fact as to whether or not any employee has violated this Agreement by instigating or participating in any strike or interference with work shall be arbitrable provided that the only issue to be decided by the Arbitrator is whether or not the employee participated in the proscribed activity. In the event the Arbitrator finds that the employee did in fact participate, the Arbitrator shall have no power or jurisdiction to question, overturn or otherwise consider the kind or severity of disciplinary action taken against the employee.)

ARTICLE 13 – DISCIPLINARY ACTION

Section 1: Both the Employer and the Union subscribe to the just cause standard for employee discipline.

Section 2: Written reprimands and notices of disciplinary action will be delivered by hand in private to employees who will sign an acknowledgment of receipt. If this is not practicable then the notice will be delivered by inter-agency mail. A copy will be faxed to the union which will serve as confirmation of the delivery of the notice.

Section 3: Written reprimands and notices of disciplinary action, except for abuse or neglect of an individual served, shall be removed from an employee’s file after twenty-one (21) months and cannot be used thereafter as part of disciplinary procedure provided such employee has not received any additional disciplinary action during those twenty-one (21) months.

Section 4: In the event that a bargaining unit employee is discharged from employment, the employee shall receive a written notification of his/her discharge and the Union shall be notified of such action within seventy-two (72) hours.

ARTICLE 14 – LEAVES OF ABSENCE

Section 1: Employees who have completed one year of continuous service and have worked for the employer for no less than 1250 hours during that preceding year are eligible for Family and Medical Leave (FMLA), Small Necessities Leave (SNLA) and Maternity Leave. Any such leaves must be requested in accordance with applicable regulations and using the LifeLinks’ Request for Time Off Form. Complete policies are available at Human Resources.

Section 2: Employees with more than two (2) years of continuous service from the anniversary of his/her most recent date of hire, who have not been granted leave during the previous two (2) years pursuant to this section and/or FMLA leave during the previous twelve (12) months, may request unpaid leave of absence in writing using LifeLinks' Request for Unpaid Leave Form no less than sixty (60) days in advance. Any such leave without pay may be granted only at the Employer's sole discretion but under no circumstances will more than three (3) employees be granted such leave at any one time and the Employer may require reasonable documentation of the need. The maximum amount of unpaid leave that may be granted under this Article is one (1) month, in the Employer's sole discretion, less any available/accumulated paid personal time, unpaid personal time and/or vacation which must be used as part of the leave (for example if an employee has 3 days of paid personal and 3 days of vacation his/her leave would be 30 days, 24 unpaid and 6 paid). If the Employer grants an unpaid leave of absence, the Employer shall reduce to writing the period of leave granted, including the beginning and end dates of the leave. The employee must report for work by the date specified as the end date of the leave and will be assigned to the same or a similar position depending on availability. An employee that does not return by the end date of the leave may be subject to disciplinary action up to and including discharge.

Section 3: An employee who is drafted for military service, or volunteers for service in any branch of the armed forces of the United States, shall, upon completion of such service be reinstated to his/her former position in accordance with the applicable law. In the event that it becomes necessary to lay off another employee in order to reinstate an employee returning from military services such layoff be in accordance with the terms of this Agreement.

Section 4: To the extent consistent with applicable state or Federal Regulations, an employee will not accrue seniority, paid time off or benefits of any kind and the employer will not be responsible for any benefit contributions and/or payments during any leave of absence granted under this Article. An employee who fails to pay the full cost of any benefits prior to taking Leave will be removed from such programs.

ARTICLE 15 – CIVIC/JURY DUTY

An employee summoned for jury duty will be granted leave of up to three (3) days with pay for time lost from his/her regular work schedule. Any additional time will be unpaid or an employee may utilize accrued personal or vacation time.

When notified or summoned for jury duty, an employee must contact his/her supervisor and immediately deliver a copy of the summons to Human Resources. The employee is responsible for keeping his/her supervisor informed of their status and timesheets must be submitted weekly.

ARTICLE 16 – BEREAVEMENT LEAVE

In the event of a death in a Full or Regular Part Time employee's immediate family (spouse, life partner, child, parent or sibling), the employee shall be entitled to up to three (3) days off and shall be reimbursed for any time lost from his/her regular schedule as a result of such absence.

In the event of a death in a Full or Regular Part Time employee's extended family (grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or grandparent), an employee shall be entitled to one day off and shall be reimbursed for any time lost from his/her regular schedule as a result of such absence.

A spouse is an employee's legally recognized husband or wife; a life partner is an employee's partner with whom he/she is domiciled; a child is defined as an employee's natural, legally adopted child or step child; a parent is defined as an employee's natural or legally adopted parent, and a sibling is defined as an employee's natural or legally adopted sister or brother. A day is defined as an employee's regularly scheduled hours worked each workday, excluding overtime.

Leave may only be taken within five (5) days of the death and employees may be asked furnish verification of the death and relationship to the deceased.

ARTICLE 17 – TRAVEL

Employees will be reimbursed for mileage at the current IRS mileage rate, tolls, and parking costs, incurred during the performance of assigned job responsibilities. Employees will not be reimbursed for travel to and from work and are responsible for parking tickets and any other violations.

To be considered for reimbursement an employee must submit receipts and documented odometer readings to his/her supervisor each month, by the 20th day of the following month. Receipts and documented odometer readings not timely submitted will not be considered for reimbursement.

Employees are responsible for insuring and registering their vehicles, maintaining a valid driver's license, and having and using seat belts, prior to transporting any individuals served.

ARTICLE 18 – HOURS OF WORK

Section 1: The payroll week is from Sunday through Saturday. The normal workweek for full time employees consists of thirty-five (35) hours or more within the seven day period. The normal workweek for regular part-time employees consists of less than thirty-five (35) hours within the seven day period. Hourly employees are entitled to a 30-minute paid break/lunch period for each consecutive six (6) hour work period and must remain at their worksite. Each employee must coordinate his/her break/lunch period with his/her Supervisor recognizing their commitment to individuals served. Any employee who leaves

his/her work assignment without authorization (a request to and answer from his/her supervisor/manager) will be subject to discipline.

Section 2: LifeLinks, inc. is a 24/7 service provider and employees will be required to work various shifts. Schedules are determined at the sole discretion of the Employer consistent with the operational needs of a particular program and/or the organization as a whole. When qualifications such as certifications, ability and performance are considered relatively equal by the Employer and consistent with operational needs as determined by the Employer, the Employer may consider an employee's length of service in the effected program when contemplating a schedule change. Whenever practical the Employer will provide a regular full or part time employee with ten (10) days notice of a change in working schedule. A request to swap shifts must be made in writing to the employees' Supervisor no less than ten (10) days in advance of the commencement of the shift being "swapped", be signed by both employees involved and is subject to approval by the employees' Supervisor. Employees may "swap" shifts twice each month.

Section 3: Overtime will be paid at the rate of time and one-half (1 1/2) an employee's regular rate for all hours assigned and actually worked in excess of forty (40) hours in any workweek and is limited to not more than twenty-four (24) hours/week/employee. Employees interested in working overtime will provide written notification to their Supervisor of their availability including dates and times of availability. Consistent with the nature of the work and operational needs as determined by the Employer overtime work will be distributed as equitably as practical among qualified employees in the classification and program in which the overtime work is required taking into consideration the availability of employees who have provided written notice of an interest in working overtime. An employee who provides written notification of an interest in working overtime as described above but fails to accept offered overtime will not receive such consideration for sixty days. In the event the Employer is unable to identify a qualified employee in the classification and program to voluntarily work the overtime, qualified employees may at the discretion of the Employer be required to work such overtime on a reverse seniority basis.

Section 4: Under no circumstances will an employee leave a shift or program without being properly relieved and nothing in this Agreement will limit the Employer from taking whatever action it deems necessary to fill a shift including but not limited to the use of PTI Employees or Relief Staff Agencies. An employee who leaves his/her shift without being properly relieved is subject to immediate suspension pending investigation and any grievance presented by the employee will be limited to the issue of whether or not the employee actually left his/her shift without being properly relieved

Section 5: When the employer determines to fill a shift with PTI staff, managers will attempt to contact qualified PTI employees based on employees' availability as indicated on the Relief Staff list in rotating order. Managers must log, and submit to Human Resources with their weekly timesheet, all contact attempts including acceptances, refusals, and calls that went unanswered.

Section 6: If, after attempting to contact qualified PTI employees with corresponding availability, the shift remains unfilled, the Employer will ask qualified employees working at the program/facility to fill the vacant shift on overtime. If the shift remains unfilled after that, the Employer may contact an approved relief agency to fill the shift.

Section 7: Call-ins: an employee called in outside of his/her regular shift for an assignment that is not contiguous to his/her normal shift will be paid a minimum of four (4) hours pay. If the call-in is contiguous to the employee's shift, he/she will be paid for actual hours worked. Overtime pay will not be pyramided with holiday or other premium pay.

Section 8: Extra Shifts – 6 month Pilot Program: Group Home employees interested in working extra shifts within their Cluster (either A or B and not a particular house) must notify their Cluster Co-Director at the first staff meeting of each month of their qualifications/certifications, availability for that month (days/hours) and contact telephone numbers.

Community Center employees interested in working extra shifts must notify the Community Center Assistant Director no later than the first Friday of each month identifying the Cluster (either A or B and not a particular house) in which he/she is interested in working extra shifts and providing his/her qualifications/certifications, availability for that month (days/hours) and contact telephone numbers. No later than the following Monday the Assistant Director will forward the information to the appropriate Cluster Co-Director.

Cluster A includes the following houses – Locust, Judith, Gilmore, Pondview, Varnum; Cluster B includes the following houses – Groton, Cidalia, Gerrish, Frost

The Extra Shifts List will be established on a first come first serve basis. Assignments will be made on a rotating basis and limited to employees regularly assigned to a particular cluster and Community Center employees who have identified a particular Cluster, with no preference given to employees regularly assigned to a house in a particular cluster.

Cluster Co-Directors will manage the Extra Shifts List and log contact attempts including acceptances, refusals and calls that went unanswered.

An employee who refuses three (3) assignments or fails to return three (3) calls in a thirty (30) day period will be removed from the list and excluded from extra shift assignments for the next six (6) months. An employee who no-calls/no-shows an accepted shift will be removed from the list and excluded from extra shift assignments for the next six (6) months, and may be subject to discipline. An employee's removal from the list will not be subject to the grievance procedure.

For the duration of this Pilot Program the extra shifts list will be used to fill vacant shifts after PTI and "in-program" calls/contacts have been exhausted as per Sections 5 & 6 of Article 18.

The parties will meet no later than September 8, 2008 to review the Program's progress.

ARTICLE 19 – WAGES

Section 1: effective (or retroactive to) 7/1/08 all employees shall receive a raise equal to the amount of the raise provided by the state (so-called “salary reserve”). This raise shall be implemented upon the Employer’s receipt of the funds for raises provided by the state (so-called “salary reserve”).

Section 2: effective (or retroactive to) 7/1/09 all employees shall receive a raise equal to the amount of the raise provided by the state (so-called “salary reserve”). This raise shall be implemented upon the Employer’s receipt of the funds for raises provided by the state (so-called “salary reserve”).

Section 3: effective (or retroactive to) 7/1/10 all employees shall receive a raise equal to the amount of the raise provided by the state (so-called “salary reserve”). This raise shall be implemented upon the Employer’s receipt of the funds for raises provided by the state (so-called “salary reserve”).

Section 4: Wage Schedule effective 7/1/08 (not affected by salary reserve or other increases)

Job Title	Hire	6 months*
Direct Care	\$10.74	\$11.07
Dir Care MTP	\$10.94	\$11.27
CNA	\$11.74	\$12.07
PTI	\$10.74	\$11.07
LPN	\$17.00	\$17.33
Case Manager	\$579.27/wk	\$592.47/wk

*6 month rate is conditioned on the satisfactory completion of required trainings, the attainment of required certifications and a satisfactory performance review

Section 5: Wage Schedule effective 7/1/10 (not affected by salary reserve or other increases)

Job Title	Hire	6 months	10 years
Direct Care	\$10.74	\$11.07	+ \$.25/hr
Dir Care MTP	\$10.94	\$11.27	+.25/hr
CNA	\$11.74	\$12.07	+ \$.25/hr
PTI	\$10.74	\$11.07	+ \$.25/hr
LPN	\$17.00	\$17.33	+ \$.25/hr
Case Manager	\$579.27/wk	\$592.47/wk	+ \$.25/hr

*6 month rate is conditioned on the satisfactory completion of required trainings, the attainment of required certifications and a satisfactory performance review

Section 6: all bargaining unit employees will receive a raise (calculated in the same manner as the so-called “salary reserve” in Section 1) in the event the Commonwealth appropriates additional funds for pay increases for employees who participate in trainings, so-called Quality Care payments. If necessary the parties agree to reopen the contract to negotiate the distribution of the Quality Care payments and the required trainings.

Section 7: Overscale employees: current employees earning more than the applicable wage rate set forth above, including any increases to such applicable rate, will continue to be paid at his/her higher rate of pay.

Section 8: Certified Nursing Assistants – qualified employees assigned and working in positions designated and identified by LifeLinks’ Service Contract with the State as CNA will be paid at the CNA rate for hours worked in that capacity.

ARTICLE 20 – SICK TIME

Section 1: Salaried employees and employees hired and assigned to work a regularly scheduled thirty-five (35) to forty (40) hour work week on or before November 23, 2006 will be eligible for up to 48 hours of paid sick time each fiscal year (fiscal year begins July 1). Unused sick time will not be paid upon separation. Up to two (2) days of unused sick time may be carried over into, and must be used during, the next fiscal year.

Section 1a: All other employees (salaried and hourly) hired and/or assigned to work a regularly scheduled work week of thirty (30) hours or more will be eligible for up to forty (40) hours of paid sick time each fiscal year (prorated, established by the number of regularly scheduled hours), after completing their first six months of continuous employment. After three years of continuous employment all employees referred to in this section shall be eligible for up to 48 hours of sick time each fiscal year (prorated, established by the number of regularly scheduled hours). Following their first six months of continuous employment, eligible employees will earn sick time monthly, at a rate consistent with an employee’s regularly scheduled work week, until the beginning of the fiscal year. Unused sick time will not be paid upon separation. Up to two (2) days of unused sick time may be carried over into, and must be used during, the next fiscal year.

Section 2: Sick time may be taken in full or half days only for absence due to illness, medical or dental appointments that cannot be scheduled during non-work time, of an employee or an employee’s immediate family (spouse, life partner, child or parent living under the employee’s roof). Sick time may only be taken in less than half day increments with advance supervisory approval. A day is an eligible employee’s regularly scheduled hours worked each workday, excluding overtime.

Section 3: Planned sick time must be requested in writing no less than seventy-two hours in advance, by completing and submitting a LifeLinks Request for Time Off Form to the employee’s Supervisor. Requests for planned sick time may be approved or denied consistent with operational needs but may not be

unreasonably denied. For unplanned sick time, employees must follow the applicable call-in procedure established by the Call In Procedure for Unplanned Sick Time and Emergency use of Personal Time Side-letter/Memorandum of Agreement (pg 31 & 32 of this Agreement).

Section 4: The Employer reserves the right, as a condition to the granting of sick leave with pay, to require medical evidence verifying the illness, including a health care provider's certificate: (1) after the third (3rd) occurrence in a 3-month period, or (2) after three consecutive days of illness, or (3) after a pattern of abuse including, but not limited to, repeated use of sick days on Mondays or Fridays, etc. or (4) whenever there is a reasonable basis to question the existence of an illness, or a need to authenticate or clarify its nature or extent. Any employee who fails/refuses to provide medical evidence verifying the illness within ten (10) business days will be subject to discipline up to and including discharge.

ARTICLE 21 – PERSONAL LEAVE

Section 1: Salaried employees will be eligible for up to eighty (80) hours of paid personal time each fiscal year (fiscal year begins July 1). Hourly employees hired and assigned to work a regularly scheduled thirty-five (35) to forty (40) hour work week on or before November 23, 2006 will be eligible for up to sixty-four (64) hours of paid personal time each fiscal year (fiscal year begins July 1). During the first year of employment, eligible salaried employees will earn personal time monthly, at a rate consistent with an employee's regularly scheduled work week, until the beginning of the fiscal year. Unused personal time will not be paid upon separation or carried over into the next fiscal year.

Section 1a: All other hourly employees hired and/or assigned to work a regularly scheduled work week of thirty (30) hours or more will be eligible for up to forty-eight (48) hours of paid personal time each fiscal year (prorated, established by the number of regularly scheduled hours), after completing their first six months of continuous employment. After three years of continuous employment all employees referred to in this section shall be eligible for up to sixty-four (64) hours of personal time each fiscal year (prorated, established by the number of regularly scheduled hours). Following their first six months of continuous employment, eligible employees will earn personal time monthly, at a rate consistent with an employee's regularly scheduled work week, until the beginning of the fiscal year. Unused personal time will not be paid upon separation or carried over into the next fiscal year.

Section 2: Personal time may be taken in full or half days or in no less than 2 hour increments at the beginning or end of an employee's regular shift and used for holidays as discussed below and in Article 22, Holidays, and for vacation, but must be requested in writing no less than five (5) days in advance by completing and submitting a LifeLinks Request for Paid Time Off form to the employee's supervisor. Requests for personal time may be approved or denied consistent with operational needs but may not be unreasonably denied. Personal time may

also be used for emergency situations (without notice/approval) provided the employee follows the procedure established by the Call In Procedure for Unplanned Sick Time and Emergency use of Personal Time Side-letter/Memorandum of Agreement (pg 32 & 32 of this Agreement) and the emergency can be verified.

Section 3: Following six (6) months of continuous employment, each hourly employee regularly scheduled to work from twenty (20) to twenty-nine (29) hours each week is eligible for up to 36 hours of unpaid time-off each fiscal year (fiscal year begins July 1) – no carryover. Unpaid Time-Off will be earned monthly at a rate of 3 hours each month during an employee’s first year of employment, following his/her first 6 months of continuous employment. Unpaid Time-Off may be taken in full or ½ days but not more than 2 days consecutively, except in the case of vacation where up to 5 consecutive days may be taken – a day is an eligible employee’s regularly scheduled hours worked each workday, excluding overtime. Unpaid Time-Off must be requested in writing no less than five (5) days in advance, thirty (30) days for vacation, by completing and submitting a LifeLinks’ Request for Unpaid Time-Off form to the employee’s Supervisor. Requests may be approved or denied consistent with operational needs as determined by the Employer and an employee may be requested to provide verification or documentation of the need.

Section 4: An employee that exceeds his/her personal time or unpaid time-off, fails to provide proper notification, documentation or verification, and/or takes Personal Time or unpaid time-off without authorization pursuant to sections 2 and 3 above, may be subject to discipline up to and including discharge.

ARTICLE 22 – HOLIDAYS

Section 1: The following shall be recognized as holidays:

New Year’s Day	Martin Luther King Day
Presidents’ Day	Patriots’ Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Eligible employees (those regularly assigned to 20 hours or more each week) may request to use personal time or unpaid time for any of the above holidays. Requests for use of such time may be approved or denied consistent with operational needs but may not be unreasonably denied and to the extent practical requests will be approved by seniority.

Section 2: For twenty-four (24) hours programs, the holiday is considered to begin at 11:30 PM the evening before the holiday and end the following 11:30 PM on the day of the holiday.

Section 3: Employees who work on Christmas, New Year’s Day, Thanksgiving and Independence Day will receive 1.5 times the pay for all hours worked.

Section 4: Paid Holidays: Salaried employees and employees assigned to work a regularly scheduled work week of thirty (30) hours or more will receive time off without loss of pay (a paid holiday is equal to an eligible employee's regularly scheduled hours worked each workday) for Christmas Day (effective 5/1/09) and New Years Day (effective 5/1/10). If a Paid Holiday falls on an employee's regularly scheduled workday and the employee is required to work then he/she will be paid one and one-half (1 ½) times his/her hourly rate for hours worked on the Paid Holiday in addition to any Holiday Pay he/she may be eligible for. An employee must work his/her scheduled work day before and after the holiday, and must have worked (or be on approved paid time) his/her complete work week to be eligible for a Paid Holiday.

Section 5: Employees in programs that are closed during holidays, such as the Community Center, who request to work extra shifts on holidays, shall have priority in the assignment on unpaid holidays of such shifts provided he/she has notified his/her Director, in writing no less than 14 days in advance of the holiday, of their availability including dates and times. An employee who provides such written notification but fails to accept the assignment will not receive such consideration for sixty days.

ARTICLE 23 – VACATION

Section 1: Vacation time is earned and credited annually at the beginning of the fiscal year (fiscal year begins July 1) following an eligible employee's first year of employment as follows:

Eligible Hourly Employees

Years of Continuous Service
 One through two years
 Two years through five years
 More than five years

Vacation Time
 One Week
 Two weeks
 Three weeks

Eligible Salary Employees

Years of Continuous Service
 One through two years
 Two years through five years
 Five years through nine years
 More than nine years

Vacation Time
 Two Weeks
 Three Weeks
 Four Weeks
 Five Weeks

Employees hired and assigned to work a regularly scheduled workweek of thirty-five (35) – forty (40) hours prior to November 23, 2006 will earn vacation time at a rate of forty (40) hours per week.

All other Employees hired and/or assigned to work a regularly scheduled work week of thirty (30) hours or more will be eligible for vacation time on a pro-rated basis (established by the number of regularly scheduled hours). During the first year of employment, eligible employees will earn vacation time monthly, at a rate consistent with an employee's regularly scheduled work week, until the beginning of the fiscal year.

Section 2: One (1) day's vacation is equal to an eligible employee's regularly scheduled hours worked each workday, excluding overtime. One (1) week's vacation is equal to an eligible employee's average regularly scheduled hours worked each workweek, excluding overtime. Vacation time will be paid at an eligible employee's current rate of pay. Up to one (1) week of unused vacation time may be carried over into, and must be used during, the next fiscal year and the amount of an employee's vacation will be reduced pro-rata based on the length of any authorized leave of absence. An eligible employee who separates from employment will be paid for unused vacation time credited for the previous fiscal year.

Section 3: Vacation time may be taken in full or half days and must be requested in writing by completing and submitting a LifeLinks "Request for Paid Time Off" form to the employee's supervisor. Vacation requests of more than two (2) consecutive days shall be made in writing no less than thirty (30) days in advance. Vacation requests of two (2) or fewer days shall be made no less than five (5) days in advance. No more than two (2) weeks' vacation may be taken consecutively without approval from Human Resources. Requests for vacation time may be approved or denied consistent with operational needs but may not be unreasonably denied.

ARTICLE 24 EMPLOYEE BENEFITS

Section 1: Eligibility: For the duration of this Agreement the Employer will continue to offer participation in its present Group Medical, Dental, Life, Short Term Disability and Long Term Disability Programs, or similar programs at the discretion of the Employer, to eligible employees on the same basis in effect at any given time for non-unit employees. Salary employees are eligible to participate in such programs following three (3) months of continuous employment and hourly employees regularly scheduled to work the specified number of hours are eligible following six (6) months of continuous employment.

Section 2: Health Insurance: After completing the applicable waiting period salaried employees and employees regularly scheduled to work thirty-five (35) or more hours per week shall be eligible to participate in the Health Insurance plan on the following basis: the Employer shall pay 65% of the premium and the Employee shall pay 35% of the premium.

Section 3: Dental Plan: After completing the applicable waiting period Salaried employees and employees regularly scheduled to work thirty (30) or more hours per week shall be eligible to participate in the Dental plan on the following basis: the Employee shall pay 100% of the premium.

Section 4: Basic Life/AD&D: After completing the applicable waiting period salaried employees and employees regularly scheduled to work thirty (30) or more hours per week shall be eligible to participate in the Basic Life/AD&D Program on the following basis: the Employer shall pay 100% of the premium – employee is responsible for the full cost of additional "voluntary life".

Section 5: Short Term Disability: After completing the applicable waiting period salaried employees and employees regularly scheduled to work thirty (30) or more hours per week shall be eligible to participate in the Short Term Disability Program on the following basis: the Employer shall pay 100% of the premium.

Section 6: Long Term Disability: After completing the applicable waiting period salaried employees and employees regularly scheduled to work thirty (30) or more hours per week shall be eligible to participate in the Long Term Disability Program on the following basis: the Employee shall pay 100% of the premium.

Section 7: Auto Insurance: For the duration of this Agreement the Employer will continue its liability and automobile insurance programs, or similar programs at the discretion of the employer, on the same basis in effect at any given time for non-unit employees.

Section 8: 403(b)Tax Deferred Retirement Program: For the duration of this Agreement the Employer will continue to offer participation in its 403(b) Tax Deferred Retirement Program to eligible employees, or similar programs at the discretion of the employer, on the same basis in effect at any given time for non-unit employees.

Section 9: Section 125 Salary Reduction Program: For the duration of this Agreement the Employer will continue to offer participation in its Section 125 Salary Reduction Program to eligible employees, or similar programs at the discretion of the employer, on the same basis in effect at any given time for non-unit employees.

Section 10: The Employer shall have the right to change any of these current plans if such change would be more beneficial to all of the Employees of the Employer. Any such change will not discriminate against Employees in the bargaining unit. The Employer would notify the Union of any such change and meet with the union upon request prior to such change.

ARTICLE 25 SEPARABILITY OF CLAUSES

If any provision of this agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of the Agreement.

ARTICLE 26 – STRIKES AND LOCKOUTS

During the term of this Agreement or any extensions thereof, there shall be no strikes of any kind, stoppages or interruption of work, slowdowns, sickouts, or picketing on or about the premises of the Employer and residences or businesses of the Administrators and/or Board Members. The union will not use the LifeLinks name or logo in any way which purports to represent itself as speaking for LifeLinks without the express approval of LifeLinks. Neither the union nor any of its officers, stewards, other agents or representatives shall participate in, cause, urge, encourage or otherwise induce a violation of this article. The employer shall have the right to discipline or discharge any

employee or employees who participate in, cause urge, encourage or otherwise induce a violation of this Article. If such discipline or discharge is grieved, the only issue shall be the participation of the grievant in any of the activities prohibited by this Article. The union further agrees that in the event of any violation of this article the union will immediately order that such violation cease and will use its best efforts to assure compliance with the agreement.

It is understood that, regardless of whether or not a grievance case is pending, the above will be in full force and effect at all times and that there will be no concerted cessation of work or effort.

The Employer agrees that during the term of this agreement or any extensions thereof it will not lock-out any employees.

ARTICLE 27 – TRAINING AND CERTIFICATION

Section 1: Each employee is responsible for maintaining the certification necessary for his/her assigned position and complete required trainings. Upon hire, employees shall be informed of such required trainings, certifications and timelines, and a complete listing shall be available from Human Resources. Annually thereafter, but not less than sixty (60) days prior to the expiration of a required certification, the Employer will provide written notice to each employee of the expiration date of any certification/training necessary for his/her assigned position. Each employee will sign for receipt of such notification and assume full responsibility for maintaining such certifications and completing such trainings as per the first sentence of this Section. The Employer reserves the right to determine which trainings and certifications are mandatory for each position. In the event that management determines to add to or change the mandatory trainings or certifications for a position the Employer shall notify the union and upon request negotiate over the impact of the change.

Section 2: An employee who fails to maintain Certification(s) necessary for his/her assigned position and/or satisfy each training mandate in a timely manner will be placed on an unpaid leave of absence for up to 30 days or in the case of Medication Administration Program (MAP) certification for up to thirty (30) days or the date of the next scheduled training/test, during which time he/she must be available for any needed training and/or other certification requirements. An employee placed on such leave will not accrue seniority, paid time off or benefits of any kind and the employer will not be responsible for any benefit contributions and/or payments during the leave. An employee who fails to pay his/her portion of the cost any benefits within five (5) business days of the commencement of the leave will be removed from such programs. An employee who fails to complete mandated training programs and/or produce required certifications within the above-mentioned time period will be considered to have resigned his/her position.

Section 3: Employees are required to attend and participate in all mandatory training programs offered by LifeLinks as directed, and will suffer no loss of pay for such attendance. In the event that an employee is scheduled to attend a

training program outside of his/her regularly scheduled hours, the employee will be paid at his/her regular rate of pay for time spent at the training program. The Employer reserves the right to reduce and/or change an employee's regularly scheduled hours to accommodate training program schedules. The employer will pay the cost of mandated training that is directly sponsored/offered by LifeLinks. If after three (3) attempts an employee fails to satisfactorily complete, pass or meet such a training or certification requirement, he/she will be responsible for the full cost of any additional training/ certification. Absence due to a verifiable illness or bereavement will not count as an attempt.

ARTICLE 28 – APPRENTICESHIP PROGRAM

The Employer will continue to offer participation in its Direct Support Specialist Apprenticeship Training program, or similar programs at the discretion of the Employer, to eligible employees under the same conditions as currently in effect.

This Program was established under the guidelines of the US Department of Labor and requires demonstration of competencies through work experience and instruction. Mentors are assigned to support the efforts of each apprentice, and to document competencies met. Pay increases are directly linked to the satisfactory completion of each of three stages. At the completion of the program, career paths are expanded and quality of service to individuals is improved. Each employee participating in this Program commits to the terms and conditions of the Program and any action taken in association with such terms and conditions is not subject to recourse under the provisions of Article 12 Grievance Procedure.

The Employer will notify the union 30 days in advance of the elimination of, or any material change in this program and upon request will meet with the Union to discuss any such changes.

ARTICLE 29 – MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision or provisions of this Agreement the Union recognizes the right of the Employer to manage the business and direct the working force; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations; determine the size and location of its facility or facilities; determine the type and amount of equipment used and the assignment of work; transfer employees; discipline, suspend or discharge employees for just cause; lay off for lack of work; determine the number of shifts, the number of days in the work-week, the hours of work and the number of persons to be actively employed by the Employer at any one time; establish, post and require employees to observe reasonable rules and regulations; determine the methods and schedules of all services to be performed, including the means and processes of such services; set standards of conduct, productivity and performance; subcontract work; permit supervisory, temporary employees and outside Agency employees to perform bargaining unit work; and in general to determine what work should be performed

as well as when, where, how and by whom such work shall be performed. These enumerated rights of management are not all inclusive.

ARTICLE 30 – SCOPE OF CONTRACT

Section 1: This Agreement constitutes the entire agreement between the Employer and the Union. No agreement, additions, waivers, understanding, deletions, changes or amendments of any term or provision of this Agreement shall bind the Employer or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Employer and the Union.

Section 2: The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3: The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Employer which is not included in this Agreement shall not be considered agreed to.

ARTICLE 31 – NEPOTISM

The following applies to employees hired after the execution date of this agreement and to employees not working in such a situation as of the execution date of this agreement: No such employee will be permitted to hire, supervise, evaluate or otherwise make any employment decision concerning a member of his/her family or someone with whom they are having a close personal relationship. Such employees who are family members or involved in a close personal relationship will not work together at the same location.

ARTICLE 32 – IMMIGRATION

Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistake or circumstances beyond an employee's control, the Employer agrees to the following procedure:

1. In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee in writing and forward a copy of such notification to the Union. The letter shall contain a concise statement of the issue and reference an employee's rights under this Article.
2. If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded reasonable opportunity to remedy the identified

problem or secure acceptable documentation demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment unless there is a break in service. If the bargaining unit member does not remedy the issue or provide valid documentation, as referenced above within fourteen (14) calendar days of the date of notification, the bargaining unit member may be discharged.

3. If the bargaining unit member obtains the valid documentation as referenced in paragraph 2 above, when necessary., he/she may ,consistent with operational needs as determined by the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested.

Upon request the Employer agrees to meet with the Union and discuss the employee's issue/problem. When practicable, and permissible under applicable law and/or regulations, this meeting will take place before the Employer initiates any adverse employment action.

ARTICLE 33 – MISCELLANEOUS

Section 1: Transfers & Assignments: when altering an employee's usual assignment (class room at the Community Center) or making a temporary transfer from one program to another, LifeLinks will advise the employee of what the Agency is doing, why it is being done and the expected duration. If the assignment or transfer exceeds 2 days, LifeLinks will provide a written explanation.

Section 2: Facility Closings: when a facility closes for a day, each employee must clearly indicate on his/her time-sheet (for the week during which the facility closed) whether he/she chooses to be unpaid or to use accrued paid time (personal or vacation).

When an employee clearly indicates on his/her time-sheet (for the week during which the facility closed) his/her choice to use accrued paid time – personal time first, then vacation time will be used/applied.

If an employee fails to make any choice or his/her choice is not clearly marked, on his/her time-sheet (for the week during which his/her facility closed) – personal time first, then vacation time will be used/applied. Under no circumstances will time-sheets be adjusted after submission.

This Section does not apply if the closing is due to a Paid Holiday or if an employee works at another LifeLinks program during the closing – he/she will be paid only for the time worked.

ARTICLE 34 – DURATION OF AGREEMENT

This Agreement shall take effect on Thursday May 1, 2008 and shall continue in full force and effect until and including April 30, 2011. This Agreement shall continue in effect unless ninety (90) days prior to April 30, 2011, either the Union or the Employer gives written notice by registered or certified mail to the other that it desires to amend this Agreement.

In Witness whereof, the parties have executed this Agreement, as of _____, at _____, Massachusetts.

LifeLinks, Inc.

Local 509 SEIU

BY:
DATE:

BY:
DATE:

INDIVIDUALS SERVED
SIDE-LETTER/MEMORANDUM OF AGREEMENT

The parties commit to a goal of maintaining a working environment and personnel practices that promote a positive interaction between employees, individuals served, families and the community. The parties acknowledge that the participation of the people we serve and their families in workplace decisions is an important factor in achieving this goal and agree to the following:

1. Input: the ability to work with particular individuals is critical to the success of a program and when deemed appropriate by the Employer input from individuals served and their families may be considered regarding discipline, reduction in force, filling vacancies, transfers and/or promotions. Decisions regarding the above shall not be made based on arbitrariness, retaliation or bias from any parties providing information to the decision-making process.
2. Mandated Reporter: As discussed in Article 11 Health and Safety, each employee recognizes that their first responsibility is to protect and promote the rights of individuals served. As a condition of employment each employee is a Mandated Reporter – legally required to report any instance or suspected instance of abuse or neglect of an individual served. An employee who fails to comply with his/her responsibilities as a Mandated Reporter will be subject to disciplinary action up to and including discharge.
3. Investigations: Employees may be suspended without pay pending investigation into a complaint of abuse or neglect of an individual served. Each employee is required to cooperate with any such investigation whether conducted by a governmental entity, independent investigator and/or the Employer and failure to cooperate will lead to disciplinary action up to and including discharge.

If the Employer chooses to re-assign an employee pending an investigation into a complaint of abuse or neglect of an individual served, by a governmental entity, independent investigator and/or the Employer, the following will be adhered to:

- a) The employer will transfer the employee to a position within the same class and schedule and the affected employee must immediately report to that assignment.
- b) If no position is available in the same class and schedule the employer may assign the employee to a position in the same class and schedule currently held by a probationary employee and the affected employee must immediately report to that assignment.
- c) If mutually agreeable to both the employee and the employer, the affected employee may accept a vacant position, or a position currently held by a probationary employee, in another class or schedule.
- d) A displaced probationary employee must accept the vacancy to which he/she is assigned or be laid-off.

If no position is available as described above then the employee will be placed on administrative leave with pay for a period of up to two (2) weeks. If the investigation extends beyond two (2) weeks, the employee may choose to use any and all accrued paid time to cover lost hours.

If the allegations are not substantiated, the employee will be reinstated to the same or similar position, paid for working time lost to the investigation (mitigated by additional outside earnings) and credited with seniority and any paid leave time that would have been accrued during the period of suspension. If the allegations are substantiated, the Agency will take appropriate disciplinary action up to and including discharge.

In all circumstances each employee must cooperate with the investigation and comply with any directive made by the employer to address the situation. To the extent permitted by law, procedures or protocol the affected employee will be informed of the specific charges.

Nothing in this Section shall limit the Employer's right to suspend, discharge or otherwise discipline employees for just cause.

The above is attached to and made part of the parties' Collective Bargaining Agreement.

Executed this day of June 2008

for LifeLinks

for SEIU Local 509

SOLO HOURS
SIDE-LETTER/MEMORANDUM OF AGREEMENT

Employees who work solo hours shall continue to receive extra compensation for such hours as they have been receiving it.

The above is attached to and made part of the parties' Collective Bargaining Agreement.

Executed this day of June 2008

for LifeLinks

for SEIU Local 509

CELL PHONES
SIDE-LETTER/MEMORANDUM OF AGREEMENT

1. Unauthorized use of personal cell phones during work time is prohibited.
2. Employees may carry personal cell phones during work time but they must be turned off.
3. Employees may turn personal cell phones on and check for messages during break times only. Employees may not make or receive calls, including text, on personal cell phones.
4. Employees may return emergency calls using the LifeLinks' telephone at the facility with the permission of his/her supervisor.
5. Employees may provide the LifeLinks' telephone number at the facility he/she is assigned to as an emergency contact number.
6. Employees who use cell phones contrary to the above will be disciplined as follows:
 - a. First offense Oral Warning
 - b. Second offense Written Warning
 - c. Third offense 2 day suspension
 - d. Fourth offense discharge

The above is attached to and made part of the parties' Collective Bargaining Agreement.

Executed this day of June 2008

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CALL- IN PROCEDURE FOR UNPLANNED SICK TIME AND
EMERGENCY USE OF PERSONAL TIME
SIDE-LETTER/MEMORANDUM OF AGREEMENT

Appendix A is attached to and made part of the parties' Collective Bargaining Agreement.

Executed this day of June 2008

for LifeLinks

for SEIU Local 509