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INTRODUCTION

AGREEMENT made on _____ by and between Guidewire, Inc. 551 East Columbus Avenue, Springfield, MA 01105, hereinafter called the “Employer” and Local 509, Service Employees International Union, 100 Talcott Avenue, Watertown, MA 02472, hereinafter called the “Union”.

WHEREAS, the Employer and the Union hereby declare their intent to promote labor-management relations between them and to set forth the basic terms of the agreement;

Recognizing that the Employer is engaged in a not-for-profit entity providing care to individuals and that the legitimate and mutual interests of the Employer and of the employees are directly related to the success of the Employer, it is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations among the Employer, the employees and the Union; to provide a procedure and in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time; to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation, quality and quantity of performance and the protection of the property of the Employer and to assure that there shall be no interference with the operations or the business of the Employer or the care of the persons served during the term of this Agreement. The Union, the Employees and the Agency agree that there must always be a steadfast commitment to and consideration of the interests of the individuals receiving services;

WHEREAS, in consideration of their mutual promises and agreements between the parties hereto, and in consideration of their mutual desires to provide for the orderly settlement of disputes between them, the parties to the agreement agree as follows:

ARTICLE 1 – PURPOSE OF AGREEMENT

The intention of this Agreement is ensure a sound and mutually beneficial economic and professional relationship between the parties to this Agreement. The Agreement is designed to provide an orderly and peaceful means for resolving any misunderstandings or grievances and to set forth herein the basic and full Agreement between the parties. The Union and the Employer agree to make every reasonable effort to assure efficient operation and to meet the highest possible professional standards in such service. Furthermore it is agreed that all parties shall be treated with dignity and respect at all times.

ARTICLE 2 – RECOGNITION

Section 1. Unit.

Pursuant to an election held under the auspices of the National Labor Relations Board and certification thereafter in Case No. 1-RC-22493, dated December 28, 2010, the Employer recognizes the Union as the exclusive representative of all non-professional direct care full-time,

part-time and relief employees who work more than four (4) hours per week including employees in the Direct Support and Assistant Program Manager titles but excluding all professional employees (Nurses and Clinicians), Managers, and Supervisors (Senior Program Managers, Program Managers, Program Directors, Facilities Director, Information Technology Director), confidential employees, all other non-direct care employees, guards and all other supervisors as defined by the Act.

Section 2. Definitions of Employees

For the purposes of this Agreement, any reference to the word “employee” shall refer only to an individual who is covered by this Agreement.

- Full Time Employee: Any employee who regularly works thirty-five (35) hours or more per week. The “Determination of Status” section of this Article shall apply.
- Part Time Employee: Any employee who regularly works less than thirty-five (35) hours per week. The “Determination of Status” section of this Article shall apply.
- Relief Employee: An employee who has not been designated or assigned regularly scheduled shift/s, except where the designation of shift is for the purpose of covering a full or part time employee who is out of work (such as on a leave of absence). This definition shall not apply to full or part time employees designated by the Agency as “floaters”.

Determination of Status:

The Agency and the Union recognize that for a variety of reasons, an individual employee’s full or part time status may change during the course of employment. If any employee’s status changes, the normal procedure is for the employee to notify the main office in Springfield to effectuate a change of status at the time the change occurs or, in the event that the employee fails to do so, for the employee’s supervisor to notify the main office in Springfield. Consistent with the Agency’s practice, it shall conduct a quarterly review to determine whether there has been a change in status that has not been recorded. If it is determined that during the previous quarter, the average number of hours paid reflects a change in status, the employee status shall be changed. This shall apply neutrally to both full time and part time status changes. Absences during an approved leave of absence shall not impact an employee’s status.

Section 3. Probationary Period

The first six (6) months of employment in the bargaining unit shall be the probationary period for all employees. During the probationary period, discipline will be at the sole discretion of the Employer.

ARTICLE 3 – GENERAL CONDITIONS

Section 1. Personnel Records

The Employer agrees to abide by the Massachusetts Personnel Records Law, M.G.L. c. 149 section 52C, which generally provides for employees to view or receive a copy of their personnel record as well as to submit a rebuttal to any material contained in the file to which the employee disagrees. Employee personnel files are confidential files, not to be released to persons or entities outside of the Employer, absent written employee authorization, except when required by law, court order, subpoena, or other compliance mechanism.

Section 2. Health & Safety

The Employer and the Union agree it is their mutual goal to provide and create a safe and healthful physical space in which to work. Unsafe physical plant conditions shall be reported pursuant to the Employer's standard operating procedure. In instances where the employer fails to act in a timely fashion violations may proceed through the grievance process.

The Parties agree that the health and safety of the individuals served is of paramount importance. Methods or standards of care recommended or required by protocols, policies, and service plans (or other similar documents) are created and influenced by guardians, funding sources, medical providers, and other regulatory agencies. The employees must be aware that the client needs may change from time to time and the employees must provide the expected care to the individual receiving services. The Employer and the Union agree that the appropriate information will be communicated to staff so that they are aware of any changes.

Section 3. Meals

Staff is encouraged to participate in family-style dining at mealtime. While staff are not required to eat the same food as the individuals served, staff are expected to refrain from consuming food items that would be prohibited for an individual served to consume.

Section 4. Inclement Weather

If the Chief Executive Officer, or his/her designee, declares a weather emergency in all or part of the geographic regions, all employees covered by this Agreement in the affected area(s) are expected to make reasonable efforts to report to work and must notify his/her supervisor about their progress. In the event a weather emergency is declared, staff assigned to work at Solutions will report to the individual's residence as assigned by the Solutions manager. If an employee covered by this Agreement is required to stay at work past the expiration of his/her shift during a weather emergency, as declared by the Chief Executive Officer, the employee will be paid premium pay at time and one half (1.5) their regular rate for hours worked in excess of the scheduled shift. The Employer shall have the right to fill the shift or any portion thereof with non-overtime hours. Staff is expected to leave the site after relief staff has arrived.

Section 5. Non-Discrimination

The Parties agree there shall be no unlawful discrimination, harassment or retaliation against any employee on the basis of race, color, religion, national origin, ancestry, sex, age, disability, sexual orientation, genetics, veteran status, or any other characteristic protected by law.

Employees having a complaint of unlawful harassment, unlawful discrimination or unlawful retaliation will follow the Employer's policy regarding the filing or initiation of complaints. All claims of discrimination based on a violation of any provision of this Agreement shall be subject to the grievance and arbitration procedure (Article 13). Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination. Where a grievance is based on a violation of this Section and no other provision of this Agreement, employees can elect either a state or federal regulatory agency forum or the grievance and arbitration forum of this Agreement. Once a date for arbitration has been scheduled, the employee has waived the right to proceed in any other forum and arbitration shall be the exclusive remedy. Similarly, if the

question of a violation of the topics covered by this section is pending in another forum, the matter shall not be arbitrable.

ARTICLE 4 – FUNCTIONS AND RESPONSIBILITIES OF MANAGEMENT/ MANAGEMENT RIGHTS

The Agency and the Union and the Employees agree that the rights and responsibilities to operate and manage the business and the affairs of the Agency are vested exclusively in the Agency. These rights and responsibilities include, by way of illustration and without being limited to:

- the rights to determine, control and change work operations and practice, schedules, levels and type of care, clinical appropriateness, nature, quality and quantity of care to be provided, change the extent of and the methods used in furnishing services to the clients, shifts, work and shift assignments, hours of work and distribution of overtime, the size of the organization of the work force, job classifications, contents and standards, frequency and standards of performance and these rights shall not be subject to arbitration under this Agreement;
- the right to control, determine and change the manner and extent to which the Agency's equipment, facilities, properties and locations shall be operated, laid out, increased, discontinued temporarily or permanently, in whole or in part, by sale or otherwise, decreased or located and introduced, operate and change new or improved methods, facilities, techniques and processes;
- the right to select, test, train and to determine the ability and the qualifications of the employees;
- the right to obtain from any source and to contract and subcontract for materials, supplies and equipment
- the right to obtain from any source and to subcontract for services which are in addition to or supplement work which might be done by employees covered by this Agreement whether or not involving work which might be done by employees covered by this Agreement;
- the right to use relief workers not covered by this Agreement in any manner and to perform any work as decided by the Agency;
- the right to establish, distribute, modify and enforce rules of employee conduct and safety and manuals of operating procedures and/or personnel policies including those now in force and as amended from time to time hereafter including without limitation those that may reasonably be believed to be required under the terms of a court or government agency, or federal, state, or local law, rule, regulation, guideline, or provisions from any enforcement agency;
- the right to employ, lay-off, discharge, assign, transfer, retire, discipline, suspend and promote its employee;
- the right to determine, control and change the quality and the nature of its services, materials, products, and productivity;

- the right to investigate suspected wrong-doing and respond in a manner consistent with the terms of this Agreement; and
- all other rights pertaining to the operation and management of the business and the affairs of the Agency that are not specifically provided in this Agreement. The provisions of this Agreement shall not be construed to constitute a waiver of or any restriction upon the inherent and legal right of the Agency to control, direct, manage and make changes in the operations and the affairs of the Agency.

The failure by the Agency to exercise any of the rights as provided in this Section 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 right of the Agency, its Board of Directors or its Administration to control, direct, manage and make changes in the operations and affairs of the Agency. Except when it can be proven that conduct or action by the Agency is in violation of a specific provision of this Agreement, the right to operate and manage the Agency and the affairs of the Agency, to direct the working forces, and to unilaterally exercise the rights and authority as provided and illustrated in this Article, provided, however, that the Agency acknowledges the reserved right of the Union to require discussion and negotiations as to the effects on the employees of the exercise of such rights or authority.

ARTICLE 5 – UNION BUSINESS

Section 1. Union Security.

All employees covered by this Agreement shall, as a condition of continuing employment, maintain their membership in good standing in the Union for the duration of this Agreement, or become an agency fee payer for the duration of this Agreement as a condition of employment.

All employees covered by this Agreement hired after the date of this Agreement shall, following the completion of thirty (30) days of such employment, become and remain members in good standing in the Union as a condition of employment for the duration of this Agreement or become an agency fee payer as a condition of employment for the duration of this Agreement.

Notwithstanding the foregoing, any employee who is a conscientious objector as defined by the National Labor Relations Act (i.e., member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations) shall be exempt from this Article.

Section 2. New Hires.

The employer shall notify newly hired employees covered by this Agreement that the Union is the sole and exclusive representative of the bargaining unit for the purposes of collective bargaining on wages, hours and other conditions of employment as provided by the Labor-Management Relations Act of 1947, as amended. A union card and a copy of the Union Contract, to be supplied by the Union, will be given out with other new hire information. The Employer shall notify the Union each month of the names of newly hired employees, their address, date of hire, job title/classification, hours per week, base wages; also names of

terminated employees, together with their dates of termination; and names of employees on leave of absence. To ensure compliance with the Massachusetts Data Breach Notification Law, M.G.L. ch. 93H, the employee must execute a written form approved by the Employer authorizing the disclosure of personal information to the Union before the Employer will disclose such information.

Section 3. Dues Deduction.

The Employer agrees, where applicable, to withhold agency fees and dues and to remit the same monthly to the Union. At the time that any such dues or agency fees are remitted, the employer shall provide the name(s) of the employees(s) paying the dues or agency fee that month.

Section 4. Indemnification.

It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify, hold harmless, and defend the Employer, from or relating to any claim, action or proceeding by any employee arising from deductions made in accordance with this Article or from the unauthorized use of personal information provided to the Union in accordance with this Article.

Once the funds are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

Section 5. COPE Deduction.

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 therefore. An employee may withdraw his/her political education fund fee authorization by giving notice in writing to the Employer.

The Employer shall deduct such political education fund fee from the pay of the employees who request such deduction and shall transmit deductions to the Union together with a list of employees whose political fund fees are transmitted, at the same time that dues deductions are transmitted.

Section 6. Stewards.

The Union shall supply the Employer with a written list of trained Union Stewards at least once a year and maintain such list in a current fashion, including providing timely notice to the Employer of any changes. The list of trained Union Stewards shall be provided to the Human Resources Manager located in Springfield. Time spent performing duties on behalf of the Union will not be paid by the Employer. Requests for time off for the purpose of engaging in duties as a *Weingarten* representative or for attending grievance meetings, will be acted upon based upon operational and/or client need. *Weingarten* meetings will be scheduled with advance notice.

Section 7. Appointment or Election to Union Position

In the event that a bargaining unit employee is elected as a Union Local Officer or is appointed to a position within the Union, the Union shall inform the Employer in writing. The employees' leave will be without pay and the employee shall be provided preferential rehire rights to any open position for which s/he is qualified, within thirty (30) days from the time his or her elected

or appointed period expires. In the event that an employee is appointed to a position within the Union, such leave shall not exceed one (1) year.

Section 8. Communication Book

The Union may maintain a Local 509 communication book for Union business at the sites, provided the books do not contain inflammatory, profane, defamatory, discriminatory or otherwise inappropriate material. This shall be separate from any communication book required or maintained by the Employer. If the Employer believes the communication book privilege is being used inappropriately or in a manner that may interfere with client services, Human Resources shall contact the Union representative, and the Parties shall work cooperatively to resolve any concerns.

Section 9. New Employee Orientation

If the Employer provides newly hired employees with an orientation, a Union authorization card and a copy of this Agreement, to be supplied by the Union, will be distributed to the new employees along with other new hire information. The Employer will also provide the new employees with the Union's contact information.

Section 10. Lobby Day

Bargaining unit members who wish to participate in one (1) SEIU lobby day per year will be given one (1) unpaid release day per year provided such activity occurs during their normal work hours and provided that the Union serves the Employer with a 10-day advance notice. Management may refuse to grant the request at its discretion.

ARTICLE 6 – DISCIPLINARY ACTION

Section 1. Just Cause

There shall be a just cause standard for all discipline

Section 2. Investigatory Interviews

Any employee who is required to attend an investigatory interview with the Employer that might reasonably lead to his or her discipline upon request shall be given the opportunity to have a steward/union representative present during the interview. In the context of an investigatory interview related to his or her discipline, an employee shall have no right to refuse to respond to questions about any job-related matter, once the steward/union representative is present. If the employee is questioned regarding any employment matter not related to his or her discipline, the employee is required to respond without the presence of a union representative.

Section 3. Just Cause and Disciplinary Actions.

The Employer and the Union endorse the principle of progressive discipline. However, progressive discipline does not mean that all first offenses must be addressed with a written First Warning and that all second offenses must be addressed with a written Second Warning, and so on. It means that all disciplinary tools and penalties are available to address misconduct and the type of discipline will depend on the severity of the offense, the employee's work record and history, and other relevant factors.

Discipline will become part of the unit member's personnel file and may be used in conjunction with subsequent personnel considerations.

Section 4. Reassignment and Suspension in Certain Circumstances.

The Employer may reassign or suspend without pay any unit member whose continuation in an assigned duty may present an unreasonable risk to the safety and welfare of persons and/or property at the agency or whose failure to maintain job requirements may adversely impact the delivery of services to a supported individual. Although not an exhaustive list, such reassignment or suspensions may be made if a unit member fails to obtain or maintain training or re-certifications required for their position, if a unit member is the subject of a DPPC investigation or investigation into possible workplace misconduct or suspected abuse of an individual supported by the agency.

During the Agency's administrative review process, the employee may be placed on paid leave, up to three (3) days unless extended by the Employer, or reassigned during the review.

The Parties agree that if a government entity directs the Agency to remove a bargaining unit member from its funded services, the Agency is required to do so. In any such instance, the Employer shall provide the Union with the relevant documentation, if the Employer has any, and the employee shall either transfer to a "non-prohibited" position or be placed on leave, which may be paid or unpaid, as determined by the Employer. If the funded service does not continue, this Article shall not apply. Therefore, in such circumstances, the separation from employment or transfer of employee shall not be subject to arbitration.

Section 5. Notification of Employee Discharge.

In the event that a bargaining unit employee is discharged from employment, the employee shall receive a written notification of his/her discharge and a copy shall be sent to the Union.

ARTICLE 7 – LABOR/MANAGEMENT COMMITTEE

The parties agree to establish a Labor Management Committee that will consist of not more than five (5) Union members, and not more than five (5) members of management. It will meet on a monthly basis for the purpose of discussing matters of mutual interest and concern. By mutual agreement, the meeting may be suspended due to lack of agenda items. If a Union member attends a meeting during his/her regularly scheduled shift, s/he shall report directly to the shift immediately upon the conclusion of the meeting. Members of the union committee who are scheduled to work during the meeting shall be released (unpaid) for the period of the meeting and travel time directly to and/or from the meeting.

ARTICLE 8 – SENIORITY

Section 1. Definitions.

In this Agreement, bargaining unit seniority shall be defined as the employee's length of continuous service with the employer.

Full-time seniority shall be defined as the employee's length of continuous service starting on his/her full-time start date.

Section 2. Breaks in Seniority.

An employee's seniority shall be broken by the following:

- Separation;
- An involuntary reduction in hours or absence from work due to a layoff for a period equaling or exceeding six (6) months;
- Failure to notify the Employer or acceptance to return to work within seven (7) calendar days after receiving notification in writing to return to work following layoff, such notification to be sent by certified mail to the employee's last known address;
- Failure to return to work from a leave of absence;
- Voluntary reduction of status from full-time to part-time.

ARTICLE 9 – REDUCTION IN FORCE

Section 1.

In the event the Employer determines at any time during the term of this Agreement to reduce the number of employees in the bargaining unit by permanent layoff and/or the permanent reduction of hours, the reductions shall be made by funding source contract.

Reduction of staff at a particular address on a temporary basis does not preclude the Employer from using its usual practice of offering qualified, affected employees hours at an alternative work site, when available.

Section 2. Notice

Whenever possible, the Employer will provide employees designated for reduction at least two (2) weeks' notice of such reduction

Section 3. Procedure

Within each affected program site, reductions will be made according to seniority. Part-time employees at the affected program will be laid off first, in reverse order of bargaining unit seniority, followed by the fulltime employees at the affected program in reverse order of fulltime seniority. The Employer may exempt from reduction any employee with preferred qualifications recommended by such things as care plans, funding sources and/or treatment providers or any other source recognized by the Agency, that were in existence prior to the date of the reduction.

At the time of the reduction, the Employer will inform any employee scheduled for reduction of any vacant bargaining unit position(s) within the affected geographic region and also of any bargaining unit position(s) held by a probationary employee(s) within the affected geographic region. If an employee scheduled for reduction applies for such positions, s/he shall so indicate this when notified and, if management determines the employee is fully qualified to perform all the required duties and responsibilities of the vacant position or the position of the probationary employee and meets the needs of the program, s/he shall be awarded the vacant position or the position of the probationary employee.

In its sole discretion, the Employer may seek volunteers in the affected regions where layoffs or reductions in hours are to occur. In the event that the Employer seeks volunteers, all voluntary reductions are subject to the Employer's judgment and may be allowed or denied at the Employer's sole discretion.

Section 4. Recall

During the six (6) month recall period, a laid-off or reduced hour employee will be eligible for recall to vacant positions in his or her classification in his or her geographical area of Springfield, Pittsfield or West Boylston for which s/he is determined by management to be qualified to perform all required duties and responsibilities of the vacant position and meets the needs of the program. The Agency will send the employee the contact information it has on file. Employees on the recall list are obligated to notify the Employer of any changes in their contact information, in writing, to the HR Administrator in the geographical area to which they were assigned. An employee who declines recall to a vacancy in his or her classification more than once in accordance with this Article will be removed from the recall list.

The Employer will notify the eligible laid off or reduced hour employee of a recall opportunity by mail or email. An employee on layoff or reduced hours who is offered a vacant position must notify the Employer within seven (7) calendar days of the mailing of the recall notice that s/he accepts the recall. Failure to respond will be deemed a declination of the recall list.

ARTICLE 10 – VACANCIES, POSTINGS AND SELECTION

Section 1. Posting.

Where, at the sole discretion of the Employer, a bargaining unit position is to be filled or created, the Employer will post a notice of the available position for a period of five (5) working days. Such posting shall include a) job title; b) preferred qualifications recommended by such things as care plans, funding sources and/or treatment providers or any other source recognized by the Agency; c) the city or town in which the site is located; and d) shift days and hours. Notification of the posting shall be sent to the Union via email. The Employer may also simultaneously advertise outside of the Agency. In order to apply for a posted vacancy, an employee must fill out the appropriate application form and submit the application to HR within the prescribed time period.

Section 2. Selection.

If two (2) or more candidates are, in management's judgment, equally qualified for the posted position, the most senior employee shall be assigned to the posted position. Where internal and external candidates have equal qualifications, as determined by the Employer, the internal candidate shall be selected, provided, however, the internal candidate does not have a recent record of discipline. The Employer shall be sole judge of qualifications, provided such judgment is not exercised in an arbitrary or capricious manner.

ARTICLE 11 – HOURS OF WORK/OVERTIME

Section 1. Overtime.

Overtime will be paid on the basis of time and one-half the employee's regular straight time hourly rate for all hours actually worked in excess of forty (40) hours in a seven (7) day workweek as that term is defined by the Employer's policy.

Section 2. Open Shifts.

Open shifts that are known to the Employer at least twenty-four hours in advance shall be filled in the following order:

- Staff impacted due to "Absence of Individuals" (Article 12);
- "Floaters" ("Vacation Floater" when the open shift is a result of a vacation);
- Part time employees (by seniority at the site);
- Part time employees (with previous experience at the site);
- Full time employees who possess any specialized skills which are required at the site;
- Employees on the availability list.

If there is less than 24 hours notice, depending on the circumstances, management will endeavor to follow the procedures in this Article. This section shall not apply to situations in which the I-Team is involved.

Section 3. Employee Obligation.

The Employee shall advise his/her manager when his/her coverage of a shift will result in an overtime obligation for the Employer.

Section 4. Mandatory Overtime.

If an employee is asked to work into a second shift, s/he may be paid time and one half his/her regular straight time hourly rate for all hours actually worked in that second shift, at the sole discretion of the employee's manager.

Section 5. Schedules.

The schedule of each employee shall be determined by the Employer and will be made based on programmatic needs.

ARTICLE 12 – ABSENCE OF INDIVIDUALS

When the individuals served by an employee are temporarily not in need of services, those affected employees will have the option of:

- a) working their regular hours at a different site, subject to availability of hours and comparable duties;
- b) working their regular hours at their normally assigned site performing non-routine household duties, if offered by the Employer, and subject to funding availability;
- c) using accrued sick/personal or vacation time; or
- d) taking unpaid leave.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1. Procedure.

A grievance shall be defined as a complaint regarding a violation of this Agreement arising during the term of this Agreement. A grievance can be filed only by the Union, which shall include a steward or representative. The timelines in this Article are of the essence, unless extended by mutual, written agreement. A grievance which affects a class of employees may initially be presented at Step 2. Where a class violation is alleged, the time for responding at Step 2 shall be extended by ten (10) calendar days.

Grievance process:

Step 1: Grievances shall be in writing and shall be signed by the filer of the grievance on a form as appearing in Appendix A of this Agreement. If for any reason the form is unavailable, a written grievance shall contain a detailed explanation of the factual basis for the grievance as well as a state of the contract article(s) alleged to have been violated. The written grievance shall identify the name of the employee who is alleged to be involved in the matter. The grievance shall be dated and shall be submitted within seven (7) calendar days after the occurrence of the event or the date on which the employee knew or should have known of the event or the occurrence of the event complained of. The Step 1 grievance shall be submitted to the employee's supervisor with a copy to the Human Resources Manager in Springfield. The Employer will respond within ten (10) work days. Failure to respond may be construed as a denial of the grievance and the Union may take the grievance to the next step.

Step 2: Should the Union elect to move the matter to Step 2, it shall be done within seven (7) calendar days of the Step 1 response. The Step 2 grievance shall be in writing and shall be submitted to the Human Resources representative in the geographic area in which the matter occurred. The writing should include reference to any known additional facts not presented at Step 1. The Human Resources representative, or a designee, will meet with the grievant and a Union representative within ten (10) days. The response from the Employer shall be provided in writing within ten (10) work days following the Step 2 grievance meeting.

Step 3: Should the Union elect to move the matter to Step 3, the Human Resources Manager in Springfield shall be notified in writing within ten (10) calendar days from the Answer of the Employer. Within fifteen (15) calendar days of receipt of the Step 3 grievance, the HR Manager shall meet with the grievant and a union representative to review the grievance. The HR Manager shall respond to the grievance within ten (10) work days following the Step 3 grievance meeting.

Section 2. Arbitration Panel

If a request for arbitration is submitted pursuant to this Article, the Parties shall submit the matter to one of the following arbitrators on a rotating basis: Sharon Henderson Ellis, Richard Boulanger, Gary Altman and Mark Irvings. The arbitration shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association. Either Party may request a stenographic record of any arbitration hearing. If no agreement is reached on a panel, or if any

of the agreed upon arbitrators decline to sit or remain on a panel, as part of these negotiations, the Parties shall contact the American Arbitration Association to request a list of arbitrators willing to serve on a panel. Upon receipt of the list, the Parties shall move forward attempting to reach agreement on a panel.

Section 3. Fees.

The fees and expenses of the arbitration, excluding attorneys fees and any stenographic record of the hearing(s), shall be split equally by the parties.

Section 4. Arbitrator's Authority.

The authority of the arbitrator shall be limited to the express provisions of this Agreement and as to questions of contractual rights to the question(s) submitted; and as to statutory rights the arbitrator shall apply appropriate law, including statutes of limitations and legal remedies. The arbitrator shall not have any authority to modify or establish wage rates or any terms or conditions under this Agreement or to add to, subtract from, modify, or disregard any of the provisions of this Agreement.

ARTICLE 14 – VACATION

Section 1. Vacation Accrual.

Vacation time is earned weekly based on time paid to full-time employees. After the expiration of their probationary period, full-time employees earn vacation time weekly and accrue it on their pay stub. Full-time employees working at least thirty-five (35) hours per week earn vacation time in accordance with the following schedule:

Full-time Seniority (in Years)	Vacation Hours/Week
>6 months to 2 years	2.08
2	2.23
3	2.38
4	2.54
5	2.69
6	2.85
7	3.00
8	3.15
9	3.31
10	3.46
≥11	3.62

Employees may carry over a maximum of seventy (70) hours of vacation time from one fiscal year to another, if the employee has taken at least thirty-five (35) hours of vacation during the fiscal year, which does not have to be taken consecutively. Any vacation time in excess of those seventy (70) hours must be taken in the fiscal year in which it is earned or else it is forfeited.

Section 2. Use of Vacation Time.

Vacation time to be taken off must be requested in writing, to your immediate supervisor, one (1) month in advance. Vacation time requested less than one (1) month in advance may be denied based on the needs of the program. One (1) vacation per week, per program can be approved. Vacation requests will be approved in the order in which they are received. If the employee does not request a vacation, the supervisor may assign one. Any employee having accrued one hundred and twenty (120) hours of vacation may be required by a supervisor to take a vacation. Paid vacation time will not be advanced.

Section 3. Working During Vacation

Employees on vacation have a right to refuse to come in while on vacation. Employees having an approved block vacation of a week may work at a site, different from their regular site, during hours and shifts they would not normally work during the vacation week. Work during the vacation week will be paid at straight time (unless hours actually worked exceed forty (40) hours in the work week) and the employee will get credit for having taken the vacation.

ARTICLE 15 – PERSONAL TIME

Section 1. Personal Time Allotment.

Full-time employees working at least thirty-five (35) hours per week shall receive their annual allotment of fifty-six (56) hours at the beginning of each fiscal year (July 1). New employees hired between 7/1 – 12/31 earn ½ a year's allotment of personal time (twenty-eight (28) hours) on 1/1.

Part-time employees working an average of at least twenty (20) hours per week during the period between July 1 and January 1 shall receive an annual allotment of ten (10) hours of personal time on January 2.

Personal leave cannot be carried over from year to year, and unused time shall be forfeited at the end of the fiscal year (June 30). Accrued, unused personal leave credits shall not be paid to an employee upon termination.

Section 2. Use of Personal Time.

Requests for use of scheduled personal time must be made in writing at least twenty-four (24) hours in advance of a scheduled shift. In those instances where personal time is being used for an appointment that is known in advance, the employee is expected to request the personal time when the appointment is made. Personal time cannot be used on a day where a request for vacation time has been denied.

Section 3. Unscheduled Call Outs.

Notice of use of personal time should be made at least four (4) hours in advance of the start of the scheduled shift whenever possible. In the event that an Employee calls out less than four (4) hours in advance of the start of the schedule shift, s/he will be required to provide written documentation describing and/or proving the circumstances necessitating the unscheduled call out. Where an employee has exhausted paid personal time and attempts to take an unscheduled,

unpaid personal day, proof of the emergency circumstance necessitating the leave must be provided to the Employer's satisfaction. Employees may be disciplined for taking unpaid, unscheduled personal days.

ARTICLE 16 – HOLIDAYS

Section 1. Holiday Pay.

All employees shall receive time and one half their regular rate of pay for all hours actually worked on the following holidays:

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

Section 2. Holiday Observance.

For pay and scheduling purposes, holiday pay will be paid for any actual hours worked during the calendar day on which the holiday falls.

Section 3. Holiday Incentive Pay.

Employees will receive a \$100 bonus for working on a recognized holiday at least eight (8) hours during hours for which they are not regularly scheduled.

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Jury Duty

Leave for jury duty will be granted in accordance with the laws of the state in which the employee resides. The employee shall notify the agency promptly upon receipt of the summons for jury duty. If jury duty coincides with the employee's regular working schedule, the employee will report to jury duty as required. Requirements for reporting for shifts prior to or following jury duty will be regulated by the laws of the state in which the employee resides, which shall be on file with Human Resources at the Employer.

Section 2. Massachusetts Maternity Leave Act

The Employer agrees to comply with the provisions of the Massachusetts Maternity Leave Act ("MMLA"). In accordance with the law, if the employee is eligible for FMLA leave, such parental leave provided pursuant MMLA will be used concurrently with FMLA leave. Any accrued paid leave available to the employee must be used concurrently with parental leave.

Employees must submit a written request for parental leave under this section to the Agency at least two (2) weeks in advance of the leave date, if possible. The Employee must also submit written confirmation at least two (2) weeks in advance of her anticipated return date.

Section 3. Family and Medical Leave

The Employer will comply with the FMLA for eligible employees. For purposes of this article, domestic partners shall be included. Any accrued paid leave available to the employee must be used concurrently with FMLA leave. The twelve (12) weeks of leave per year is a rolling twelve (12) month period measuring backwards from the date of any FMLA leave usage. If the need for leave is foreseeable, the employee must make a written request for leave not later than thirty (30) days in advance of the beginning of the leave; if the need is not foreseeable, the employee must notify the Employer as soon as is practicable.

Section 4. Family Obligation Act

The Employer will comply with the Massachusetts Small Necessities Leave Act. Any accrued paid leave available to the employee must be used concurrently with SNLA leave.

The twenty-four (24) hours of leave per year is calculated on a rolling twelve (12) month period measuring backwards from the date of any SNLA leave usage. If the need for leave is foreseeable, the employee must make a written request for leave not later than seven (7) days in advance; if the need is not foreseeable, the employee must notify the Employer as soon as is practicable.

Section 5. Military Leave

The employer agrees to comply with leave and reinstatement provisions afforded by law.

Section 6. Benefits During Leave

Any accrued paid leave available to the employee shall be used concurrently with any leave of absence with the exception that an employee may maintain sufficient vacation time to cover any previously scheduled vacations approved by the Employer.

Section 7. Returning from Leave

An employee shall be returned to the same or a substantially equivalent position unless such position no longer exists; or, unless a separate lawful reason exists.

ARTICLE 18 – BEREAVEMENT LEAVE

In the event an employee suffers a death in his or her immediate family, a full-time employee shall be entitled to up to forty (40) hours off with no loss of salary or benefits, and a part-time employee shall be entitled to up to twenty-four (24) hours off with no loss of salary or benefits. For purposes of applying this benefit, the term “immediate family member” shall include: spouse, significant other, parent, child, brother, sister, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents.

ARTICLE 19 – WAGES

Section 1. Percentage Increase.

In the first pay period following ratification, all current employees' base rates shall be increased by two percent (2%).

Thereafter, employees will receive the following base rate increases in the first full pay period following the effective date:

- January 1, 2013: two percent (2%)
- January 1, 2014: one percent (1%)

Section 2. Seniority-Based Increases.

In the first pay period following ratification, current employees shall receive a one-time wage increase based on their bargaining unit seniority and according to the following schedule:

- After five (5) years of continuous employment, but less than ten (10): 1.25%
- After ten (10) years of continuous employment, but less than fifteen (15): 2%
- After fifteen (15) years of continuous employment or greater: 4%

At the time of the one-time seniority-based adjustment (i.e., at ratification), employees will receive the rate that is higher: either the rate calculated after applying the percentage increase in Section 1 of this Article or the effective rate after receiving the seniority-based adjustment in this Section of Article 19.

In the event the Commonwealth makes available additional funds for pay increases of any sort, such as a so-called salary reserve and/or additional funds from any source, the employer will distribute the funds in accordance with any applicable contractual requirements.

Section 3. Signing Bonus.

If the bargaining unit ratifies the Employer's contract offer, each full-time employee shall receive a signing bonus of two hundred dollars \$200 payable in the first pay period following June 1, 2012. Part-time employees working an average of at least twenty (20) hours per week, but less than thirty-five (35) shall receive a prorated signing bonus of one hundred dollars \$100 payable in the first pay period following June 1, 2012.

Section 4. Longevity Increase.

Employees who satisfactorily demonstrate that they have at least four (4) years of comparable employment experience with another human service agency may be eligible for an additional one dollar (\$1.00) per hour, at the time of hire. The Agency shall solely and exclusively make the determination of whether previous experience warrants the wage augment.

The base rate of employees, who were not determined to be eligible for the longevity increase at the time of hire and who have remained continuously employed by Guidewire for four (4) years, shall be increased to eleven dollars (\$11.00) per hour in the pay period following the fourth anniversary of their date of hire.

Section 5. Lead Staff Differential.

The base rate of employees designated as “lead staff” by management shall be increased fifty cents (\$0.50) per hour. This shall not apply to employees already so designated at the time of ratification.

Section 6. Wage Reopener.

As discussed and contemplated during the negotiation of this Agreement, during the third year of the Agreement, either Party may reopen it for the sole purpose of renegotiating wages under Article 19 and the Employer will provide any information in its possession regarding rate increases by the Commonwealth pursuant to Chapter 257 of the 2008 Massachusetts Session Laws.

ARTICLE 20 – INSURANCE BENEFITS

The Employer will maintain its existing policy regarding health insurance contributions and eligibility, therefore health insurance contribution rates for eligible full-time employees shall be (Employer/employee):

- Years 1-2: 50/50
- Years 3-4: 60/40
- Years 5+: 70/30

The Employer agrees to maintain the existing health insurance premium splits for employees that have been grandfathered (employees hired prior to January 2006) as to those rates.

ARTICLE 21 – TRAVEL EXPENSES

Use of the employee’s personal vehicle for automobile travel that is required by the Employer in the course of the employee’s work shall be reimbursed at a rate of forty cents (\$0.40) per mile. Travel to and from one’s place of work (i.e., commuting) is not reimbursable. Parking and tolls incurred for authorized Agency business at other than an Agency-operated site will be reimbursable. Claims for reimbursement must be made on the Employer’s authorized form accompanied by dated receipts and must be made within thirty (30) days of the incurred expense. Reimbursement for mileage expenses submitted more than thirty (30) days after the date of travel shall be denied.

ARTICLE 22 – CONTINUITY OF OPERATIONS/NO STRIKES OR LOCKOUTS

Section 1. No Interruption of Work.

The Union and the employees agree that they will not for any reason, including labor practice or sympathy action, directly or indirectly assist, authorize, cause, condone, encourage, induce, finance, permit, sanction, sponsor, support, threaten, or participate in any strike, walkout, sit-downs lowdown, boycott, picketing, work stoppage, refusal to work, withholding or services, or any other direct or indirect interruption of or interference with the operations, or services of the Agency. A suit for an injunction and/or damages by the Agency concerning an alleged violation of this Article shall not be subject to the grievance and arbitration provisions of this Agreement. If an employee is disciplined or terminated for an alleged violation of this Article, such discipline or termination shall be subject to the grievance and arbitration provisions of this Agreement.

Section 2. No Lockout.

The Employer agrees not to conduct a lockout during the term of this Agreement.

ARTICLE 23 – SAVINGS CLAUSE

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive, order, rule or regulation now existing, or hereafter enacted or issued, by any appropriate state or federal agency which has jurisdiction over the Employer's affairs, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof; and they shall remain in full force and effect.

ARTICLE 24 – DURATION OF AGREEMENT

This agreement shall take effect on January 2, 2012 and shall continue in full force and effect until and including January 2, 2015. This Agreement shall continue in effect unless ninety (90) days prior to the expiration, either the Union or the Employer gives written notice by registered or certified mail to the other that it desires to amend this agreement.

**For the Union,
SEIU Local 509:**

**For the Employer,
Guidewire, Inc.**

Side Letter of Understanding Regarding Article 2

Upon the date of execution of a fully ratified first Agreement, any current employee having already completed a probationary period will not be subject to Article 2, Section 3.

Side Letter of Understanding Regarding Article 6

Upon the date of execution of a fully ratified first Agreement, discipline that includes a last chance or final warning shall remain in effect for twelve (12) months from the date of issuance, but shall be grievable if, and only if, the final warning is used to establish progressive discipline.

All records of discipline shall remain in the employee's personnel file and can be used to establish notice of a rule, policy, or procedure.

Appendix A

GRIEVANCE REPORT

STEP # ____

Local 509, Service Employees International Union, CLC	
100 Talcott Avenue	489 Whitney Avenue
Watertown, MA 02472	Holyoke, MA 01040
(617) 924-8509 x239	(413) 535-2160
	fax (413) 535-1509

Guidewire, Inc.

Grievant:

Representative:

Work Site:

Violations:

The employer is in violation of Article(s) _____ of the collective bargaining agreement (list all violations).

Describe the facts supporting the allegation that the contract provisions listed above were violated (use additional sheets if necessary).

Proposed solution to the grievance:

Date: