

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 509**

AND

**INCOMPASS HUMAN
SERVICES, INC.**

May 17, 2022

to

May 16, 2025

"Those who profess to favor freedom, and yet depreciate action, are people who want crops without plowing the ground; they want rain without thunder and lightning; they want the ocean without the roar of its many waves.

"The struggle may be a moral one, or it may be a physical one, or it may be both. But it must be a struggle. Power concedes nothing without a demand; it never has and it never will."

Frederick Douglass, 1857

Your Rights on the Job

Everyone wants smooth working relationships, but problems arise in every workplace. As an SEIU member, you have the right to Union protection and representation. This right is guaranteed by your contract.

When problems arise, talk to your steward

If you think your employer has violated your rights, or if you have questions about work, talk with your Steward. Your Steward is your on-the-job Union representative for answering questions and resolving problems. When you have questions or concerns, it's always best to talk to a Steward or Field Representative promptly.

If your boss has violated a right protected by your contract, you have the right to file a formal complaint, called a "grievance". Grievances must be filed within a specific number of days, so read your contract to find out the exact procedure and timeline for your workplace.

You have a right to Union Representation

You have the right to representation by your Steward or Field Representative during conversations with any supervisor that could potentially lead to discipline or termination. These include investigations. These are your "Weingarten rights," a right that only union workers have!

If you think that answering your boss's questions could lead to you being disciplined or fired, you must follow these important steps:

- 1. Request union representation.** You must ask for a union steward or representative before or during the interview.
- 2. Do not answer any questions or make any statements without a steward or union representative present.** You cannot be forced to make a statement or answer questions. Just keep repeating that you want a union representative present. If your steward is unavailable tell the supervisor that you want to reschedule the meeting for a time when a steward can make it. Contact your steward right away and he or she can make the appropriate arrangements.

The Weingarten rights do not apply to everyday conversations between members and supervisors regarding regular job duties or performance.

Your Rights and Responsibilities in the Union

Your Rights:

- √ The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.
- √ The right to choose the leaders of the union in a fair and democratic manner.
- √ The right to a full accounting of union dues and the proper stewardship over union resources.
- √ The right to participate in the union's bargaining efforts and to approve union contracts.
- √ The right to have members' concerns resolved in a fair and expeditious manner.

Your Responsibilities:

- √ The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's coworkers and all workers.
- √ The responsibility to get informed about the internal governance of the union and to participate in the conduct of the union's affairs.
- √ The responsibility to contribute to the support of the union.
- √ The responsibility to treat all workers and members fairly.
- √ The responsibility to offer constructive criticism of the union.

How to Participate in Your Union

Be a vigilant union member. The rights we have earned depend on you to protect them. Read your contract. Talk with your co-workers.

Attend union meetings when you can.

Worksite Stewards are SEIU's primary representatives in the workplace. Stewards help other members by providing information and assistance on grievances, contract questions, and other issues.

Chapter Officers. Each Local 509 chapter elects its own officers and representatives to the Joint Executive Board. Members who serve as a Chapter Officer, or on the local's Executive Board, help to ensure that the local addresses members' needs and interests.

Committees and Caucuses. Our committees and caucuses work to protect workers from discrimination and unsafe working conditions. Local 509 has many active committees and caucuses including the Organizing Committee, the Veterans Committee, the Lavender Caucus, and the Health and Safety Committee.

Member Organizers are active members who help organize non-union workers into SEIU. Organizing others in our industry who don't have the benefit of union jobs – and raising their standard of living – is an important way we can improve our own jobs. We can make a better life for our families if we stand together and organize for strength in our industry.

Member Political Organizers (MPOs) are members who help organize co-workers around political activities that will improve life for working families. MPOs work on local political campaigns and have opportunities to travel to assist on campaigns in other areas.

SEIU encourages members to be politically active. We need to register to vote and go to the polls on election day. We must use our strength in numbers to build political strength, and to hold lawmakers accountable for protecting our rights and supporting the issues important to working families.

The Committee on Political Education (COPE) raises voluntary contributions from SEIU members to help identify and support legislators who are supportive of our issues.

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PREAMBLE

Agreement effective this 17th day of May 2022 by and between Incompass Human Services, hereinafter called the “Employer” or “Incompass” 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 Incompass, 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 workplace 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 and normally work no more than twenty-nine (29) hours a week, subject to Article 18, Sect 5.

PTI employees must provide their supervisor with contact information (cell-phones, email, text or landline), identify no less than four (4) shifts each week that s/he is available to work and work no less than thirty (30) hours each month, averaged over three (3) consecutive months worked.

In addition to the conditions described above, Employees hired as PTI or transferring to PTI status on or after 12/3/14, must identify two (2) weekend or two (2) Day Hab shifts among the four (4) shifts each week that s/he is available to work and must work a minimum of two (2) weekend or two (2) Day Hab shifts as part of his/her monthly requirement.

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 4 Omni Way 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 4 Omni Way 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 Incompass' facility, property or in any vehicle except as described above and upon approval of the Chief Executive Officer.

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 Incompass. 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.

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 a monthly basis, as needed, for the purpose of discussing matters of mutual interest and concern. This committee shall serve solely in an advisory capacity. Up to five (5) union stewards will be allowed to attend committee meetings, subject to operational need, with no loss of pay or benefits. Other stewards may attend on their own time but must provide twenty-four (24) hours' notice. The party requesting the meeting will provide the other with a written agenda a week 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.

A former employee who has completed their probationary period and is rehired into a bargaining unit position within six (6) months of separation will retain his/her previous seniority for Reduction in Force, PTO, Vacation and placement on the pay schedule.

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 Incompass Vacancy Announcement Posting generated by Human Resources. The Posting is accessible at 4 Omni Way 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 Request for Transfer through their supervisor/manager to Human Resources within 14 days of the date of the Posting. Employees may not apply for any position in a different house, room or program from the one in which they work if they have received any discipline (discipline does not include counselling memos) within the six (6) months prior to the date of application. If the discipline is related to specific issues within the employee's current house, room or program, and it is mutually agreed that it is likely to be resolved by the transfer, the employee may apply.

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 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: A transfer is a change to different hours, a different house, room, program, status (PTI vs regular) or to a new position in the bargaining unit within the same classification/title. When choosing among applicants for a transfer, the position or hours shall be given to the employee with the most seniority from among those applicants provided that s/he has the necessary qualifications (as specified in the posting) to perform the duties of the job involved. Applicants who regularly work in the house or program where the position is needed shall be selected (by seniority as described above) before employees who work elsewhere in the Agency.

Section 4: 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.

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.

Section 6: Non-urgent requests with respect to occupational health and safety shall be brought to the attention of the Incompass' Safety Committee. At least one (1) member of the Safety Committee shall be a duly authorized member of the Bargaining Unit.

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 (written or electronically) or confirmed by the grievant by email 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 Chief Human Resources Officer.

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 fifteen (15) months and cannot be used thereafter as part of disciplinary procedure provided such employee has not received any additional disciplinary action during those fifteen (15) 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 Incompass’ 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 Incompass’ Request for Time Off Form no less than sixty (60) days in advance. In the event an employee wishes to use unpaid leave in

connection with *Article 16 – Bereavement Leave*, the sixty (60) day advance notice may be waived, the requirement that the employee has not used FMLA during the previous twelve (12) months shall be waived, the requirement that the employee has not been granted leave during the previous two (2) years pursuant to this section shall be waived, and all other terms and conditions of such unpaid leave will continue in effect. 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 PTO and/or vacation which must be used as part of the leave (for example if an employee has three (3) days of PTO and three (3) days of vacation s/he must apply the three (3) days of PTO and three (3) days of vacation towards the leave). The maximum amount of combined paid and/or unpaid leave that may be granted under this Article is thirty (30) consecutive calendar days and such leave may not be taken contiguous to FML or SNL.

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.

Section 5: An unpaid leave of absence shall be granted to an employee if such employee is elected or appointed to a full-time Union position. Such leave shall be for a minimum of four (4) months and a maximum of three (3) years. No more than one (1) employee shall be granted such leave at any one time. The employee shall be responsible for making health insurance payments through the provisions of the COBRA law and the employee will not accrue benefits during the leave.

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 six (6) months of the death and employees may be asked furnish verification of the death, funeral and/or memorial service, and relationship to the deceased within five (5) days of notification of the death. Employees may also request an unpaid leave of absence according to the terms and conditions of *Section 2, Article 14 – Leaves of Absence*.

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 unless an employee's delayed submission is a result of a documented illness or bereavement. Other extenuating circumstances, including technical issues, absence or a situation out of an employee's control must be brought to the manager's attention in a timely manner for consideration.

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.

Employees who are required to use their vehicles for work will be reimbursed for up to a maximum of one hundred fifty dollars (\$150.00) per fiscal year for the annual cost of "Class 30" insurance coverage. To be reimbursed, eligible employees must submit proof of payment for the additional coverage to Human Resources.

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 (7)-day period. The normal workweek for regular part-time employees consists of less than thirty-five (35) hours within the seven (7)- day period. Hourly employees are entitled to a thirty (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: Incompass 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 a ten (10) day notice of a change in working schedule. A request to swap shifts must be made in writing to the employees' Supervisor no less than five (5) 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 up to four (4) times 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. 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 additional shifts. The parties agree that within 4 months following ratification, the Labor/Management Committee will review the distribution of overtime and recommend, if necessary, changes to the process for assigning overtime within departments. In the event the Employer is unable to identify a qualified employee in the classification and program to voluntarily work the overtime, shifts and hours must be offered to employees working in Day Services before using an outside Agency. 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: Hire or transfer to PTI status is at the sole discretion of the Employer, subject to Article 10 – Vacancies, Postings, Selection and Transfer, and employees who seek to transfer from full-time employment with Incompass will not automatically be transferred to PTI status. All PTI employees must maintain proper certification and meet all training requirements as determined by the Employer. When the employer determines to fill a shift with PTI staff, managers will attempt to contact qualified PTI employees by cell-phone (calls & texts).

PTI Employees normally work no more than twenty-nine (29) hours a week and must work no less than thirty (30) hours each calendar month. At the sole discretion of the Agency, and with

prior authorization of management, PTI Employees may work more than twenty-nine (29) hours a week. Such authorization will not be subject to the grievance/arbitration process.

In addition to the conditions described above, employees hired as PTI or transferring to PTI status on or after 12/3/14, must work a minimum of two (2) weekend or two (2) Day Hab shifts as part of his/her monthly requirement.

A PTI Employee who does not meet his/her minimum work requirement for three (3) consecutive months will be dropped from the PTI List and considered to have resigned his/her position with Incompass.

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 will contact qualified employees who regularly work less than 40 hours per week and have provided written notice of an interest in working additional shifts prior to contacting 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: Employees assigned to perform work in a job classification that is paid at a higher rate than their current job classification shall be paid at the higher rate for all such time worked. Any work out of classification shall be voluntary and to the extent practicable such work shall be rotated among qualified employees, as per Job Description.

Section 9: Employees that arrive late for shift or leave early from shift MAY be permitted to use unpaid time in lieu of vacation or PTO hours, provided the following criteria are met:

- Supervisor MUST be notified prior to the beginning of the shift if arriving late for shift
- Supervisor MUST be notified prior to leaving early from a shift
- Staff MUST complete form indicating they wish to use unpaid time in lieu of vacation or PTO time within 24 hours of occurrence
- Unpaid time may not exceed 30 minutes per occurrence
- Unpaid time may be used 6 times per year, but may not exceed 1 time per month

It is understood that the use of unpaid time for tardiness or early departures does not preclude Incompass Human Services from following disciplinary protocols for attendance and punctuality.

ARTICLE 19 – WAGES

Year 1: Retroactive to 2.20.22, each bargaining unit member shall be placed on the wage scale below according to their job classification and seniority and shall receive the applicable increase/rate or a \$1.18 raise, whichever amount is higher. Upon ratification, any member who receives a Year 1 raise that is less than 9% of their current wage shall, in addition to the \$1.18 raise, receive a bonus in the amount equal to the difference between 9% of their current annual salary and one year of the \$1.18 raise;

Year 2: On 5.14.23, each bargaining unit member shall receive a raise of \$0.95;

Year 3: On 5.12.24, each bargaining unit member shall receive a raise of \$0.95.

In the event the Commonwealth makes available to Incompass additional funds specifically and solely intended to improve wages and/or benefits (not to apply to routine rate increases), the Agency shall promptly notify the Union and upon request shall enter into a wage opener specific to that additional funding.

Effective on 2.20.22:

Job Title	Old Hire Rate	New Hire Rate	6 mos	1 yr	3 yrs	6 yrs	10 yrs	12 yrs	15 yrs
Residential									
PTI (w/out MAP)	\$14.25	\$17.25	\$17.75	\$17.95	\$18.15	\$18.35	\$18.60	\$18.85	\$19.10
PTI (with MAP)	\$14.65	\$17.75	\$18.25	\$18.45	\$18.65	\$18.85	\$19.10	\$19.35	\$19.60
DSP (w/out MAP)	\$14.25	\$17.25	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DSP (with MAP)	\$14.65	\$17.75	\$18.25	\$18.45	\$18.65	\$18.85	\$19.10	\$19.35	\$19.60
DSP MTP, ASD (w/out MAP)	\$14.37	\$17.75	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DSP MTP, ASD (with MAP)	\$14.89	\$18.25	\$18.75	\$18.95	\$19.15	\$19.35	\$19.60	\$19.85	\$20.10
CNA w/out MAP	\$15.31	\$17.75	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CNA w/MAP	\$15.82	\$18.25	\$18.75	\$18.95	\$19.15	\$19.35	\$19.60	\$19.85	\$20.10
LPN	\$27.12	\$31.00	\$31.50	\$31.70	\$31.90	32.10	\$32.35	\$32.60	32.85
Day Services									
PTI	\$14.25	\$17.25	\$17.75	\$17.95	\$18.15	\$18.40	\$18.65	\$18.90	\$19.15
DSP w/out MAP	\$14.25	\$17.25	\$17.75	\$17.95	\$18.15	\$18.40	\$18.65	\$18.90	\$19.15
DSP w/MAP (CBDS only)	\$14.65	\$17.75	\$18.25	\$18.45	\$18.65	\$18.90	\$19.15	\$19.40	\$19.65
DSP MTP, TREE w/out MAP	\$16.33	\$17.75	\$18.25	\$18.45	\$18.65	\$18.90	\$19.15	\$19.40	\$19.65
DSP MTP, TREE w/ MAP (TREE only)	\$16.84	\$18.25	\$18.75	\$18.95	\$19.15	\$19.40	\$19.65	\$19.90	\$20.15
Developmental Spec (35 hr/wk)	\$672.32	\$735.00	\$752.50	\$759.50	\$766.50	\$775.25	\$784	\$792.75	\$801.50
Case Coordinator	\$16.17	\$18.25	\$18.75	\$18.95	\$19.15	\$19.40	\$19.65	\$19.90	\$20.15
Career Specialist	\$19.32	\$21.00	\$21.50	\$21.70	\$21.90	\$22.15	\$22.40	\$22.65	\$22.90
LPN	\$25.98	\$31.00	\$31.50	\$31.70	\$31.90	32.10	\$32.35	\$32.60	32.85
ISS									
Developmental Spec (40 hr/wk)	\$768.38	\$840.00	\$860.00	\$868.00	\$876	\$886	\$896	\$906	\$916
AFC									
Care Manager Specialist	\$19.32	\$21.00	\$21.50	\$21.70	\$21.90	\$22.15	\$22.40	\$22.65	\$22.90

Effective on 5.14.23:

Job Title	Hire Rate	6 mos	1 yr	3 yrs	6 yrs	10 yrs	12 yrs	15 yrs
Residential								
PTI (w/ out MAP)	\$18.20	\$18.70	\$18.90	\$19.10	\$19.30	\$19.55	\$19.80	\$20.05
PTI (with MAP)	\$18.70	\$19.20	\$19.40	\$19.60	\$19.80	\$20.05	\$20.30	\$20.55
DSP (w/ out MAP)	\$18.20	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DSP (with MAP)	\$18.70	\$19.20	\$19.40	\$19.60	\$19.80	\$20.05	\$20.30	\$20.55
DSP MTP, ASD (w/ out MAP)	\$18.70	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DSP MTP, ASD (with MAP)	\$19.20	\$19.70	\$19.90	\$20.10	\$20.30	\$20.55	\$20.80	\$21.05
CNA w/ out MAP	\$18.70	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CNA w/ MAP	\$19.20	\$19.70	\$19.90	\$20.10	\$20.30	\$20.55	\$20.80	\$21.05
LPN	\$31.95	\$32.45	\$32.65	\$32.85	\$33.05	\$33.30	\$33.55	\$33.80
Day Services								
PTI	\$18.20	\$18.70	\$18.90	\$19.10	\$19.35	\$19.60	\$19.85	\$20.10
DSP w/ out MAP	\$18.20	\$18.70	\$18.90	\$19.10	\$19.35	\$19.60	\$19.85	\$20.10
DSP w/ MAP (CBDS only)	\$18.70	\$19.20	\$19.40	\$19.60	\$19.85	\$20.10	\$20.35	\$20.60
DSP MTP, TREE w/ out MAP	\$18.70	\$19.20	\$19.40	\$19.60	\$19.85	\$20.10	\$20.35	\$20.60
DSP MTP, TREE w/MAP (TREE only)	\$19.20	\$19.70	\$19.90	\$20.10	\$20.35	\$20.60	\$20.85	\$21.10
Developmental Spec (35 hr/wk)	\$768.25	\$785.75	\$792.75	\$799.75	\$808.50	\$817.25	\$826.00	\$834.75
Case Coordinator	\$19.20	\$19.70	\$19.90	\$20.10	\$20.35	\$20.60	\$20.85	\$21.10
Career Specialist	\$21.95	\$22.45	\$22.65	\$22.85	\$23.10	\$23.35	\$23.60	\$23.85
LPN	\$31.95	\$32.45	\$32.65	\$32.85	\$33.05	\$33.30	\$33.55	\$33.80
ISS								
Developmental Spec (40 hr/wk)	\$878.00	\$898.00	\$906.00	\$914.00	\$924.00	\$934.00	\$944.00	\$954.00
AFC								
Care Manager Specialist	\$21.95	\$22.45	\$22.65	\$22.85	\$23.10	\$23.35	\$23.60	\$23.85

Effective on 5.12.24:

Job Title	Hire Rate	6 mos	1 yr	3 yrs	6 yrs	10 yrs	12 yrs	15 yrs
Residential								
PTI (w/ out MAP)	\$19.15	\$19.65	\$19.85	\$20.05	\$20.25	\$20.50	\$20.75	\$21.00
PTI (with MAP)	\$19.65	\$20.15	\$20.35	\$20.55	\$20.75	\$21.00	\$21.25	\$21.50
DSP (w/ out MAP)	\$19.15	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DSP (with MAP)	\$19.65	\$20.15	\$20.35	\$20.55	\$20.75	\$21.00	\$21.25	\$21.50
DSP MTP, ASD (w/ out MAP)	\$19.65	n/a	n/a	n/a	n/a	n/a	n/a	n/a
DSP MTP, ASD (with MAP)	\$20.15	\$20.65	\$20.85	\$21.05	\$21.25	\$21.50	\$21.75	\$22.00
CNA w/ out MAP	\$19.65	n/a	n/a	n/a	n/a	n/a	n/a	n/a
CNA w/MAP	\$20.15	\$20.65	\$20.85	\$21.05	\$21.25	\$21.50	\$21.75	\$22.00
LPN	\$32.90	\$33.40	\$33.60	\$33.80	\$34.00	\$34.25	\$34.50	\$34.75

Day Services								
PTI	\$19.15	\$19.65	\$19.85	\$20.05	\$20.30	\$20.55	\$20.80	\$21.05
DSP w/ out MAP	\$19.15	\$19.65	\$19.85	\$20.05	\$20.30	\$20.55	\$20.80	\$21.05
DSP w/ MAP (CBDS only)	\$19.65	\$20.15	\$20.35	\$20.55	\$20.80	\$21.05	\$21.30	\$21.55
DSP MTP, TREE w/ out MAP	\$19.65	\$20.15	\$20.35	\$20.55	\$20.80	\$21.05	\$21.30	\$21.55
DSP MTP, TREE w/ MAP (TREE only)	\$20.15	\$20.65	\$20.85	\$21.05	\$21.30	\$21.55	\$21.80	\$22.05
Developmental Spec (35 hr/wk)	\$801.50	\$819.00	\$826.00	\$833.00	\$841.75	\$850.50	\$859.25	\$868.00
Case Coordinator	\$20.15	\$20.65	\$20.85	\$21.05	\$21.30	\$21.55	\$21.80	\$22.05
Career Specialist	\$22.90	\$23.40	\$23.60	\$23.80	\$24.05	\$24.30	\$24.55	\$24.80
LPN	\$32.90	\$33.40	\$33.60	\$33.80	\$34.00	\$34.25	\$34.50	\$34.75
ISS								
Developmental Spec (40 hr/wk)	\$916.00	\$936.00	\$944.00	\$952.00	\$962.00	\$972.00	\$982.00	\$992.00
AFC								
Care Manager Specialist	\$22.90	\$23.40	\$23.60	\$23.80	\$24.05	\$24.30	\$24.55	\$24.80

Conditions – All Schedules:

*Developmental Specialists – based on thirty-five (35) hours/week

* Hire and six (6) months rates include \$.50/hr. differential for MAP Certified Group Home/Residential Staff

* Six (6) month rate and one and three (1 & 3) year increases are conditioned on the satisfactory completion of required trainings, the attainment of required certifications and a satisfactory performance review.

* One and three (1 & 3) year increases – performance reviews that are not satisfactory will include a correction plan identifying areas for improvement. Employees’ with performance reviews that are not satisfactory will be reviewed again in one hundred twenty (120) days for compliance with the correction plan. If the subsequent performance review shows compliance with the correction plan the employee will receive the applicable increase going forward – not retroactive. This process is not subject to grievance procedure.

* Six (6) year increase is conditioned on the satisfactory completion of required trainings and the attainment of required certifications.

* Six (6) month, one (1) year, three (3) year, six (6) year and ten (10) year rates are cumulative but not retroactive.

Section 4: Certified Nursing Assistants – qualified employees assigned and working in positions designated and identified by Incompass’ Service Contract with the State as CNA will be paid at the CNA rate for hours worked in that capacity.

ARTICLE 20 – PAID TIME-OFF

Section 1: Eligible employees (salaried and hourly staff hired and assigned to work a regularly scheduled workweek of twenty (20) hours or more) will be advanced Paid Time-Off (PTO)

annually at the beginning of the fiscal year (fiscal year begins July 1) as follows, prorated by an employee's regularly scheduled hours and based on uninterrupted service time as follows:

Salaried Employees:

0 – 5 years of service	136 hours/year
5+ years of service	144 hours/year

Hourly Paid Employees:

0 – 3 years of service	96 hours/year
3 – 5 years of service	120 hours/year
5+ years of service	128 hours/year

During an employee's Probationary Period, eligible employees will earn PTO monthly, at a rate consistent with an employee's regularly scheduled work week. Upon successful completion of the Probationary Period the balance of an employee's annual PTO allotment will be advanced.

Section 2: Planned PTO

- a) PTO 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 must be requested in writing no less than five (5) days in advance by completing and submitting a *Incompass Request for Time Off Form* to the employee's supervisor.
- b) PTO may be used for holidays as discussed in Section 1 of Article 21 – Holidays and must be requested in writing no less than five (5) days in advance by completing and submitting a *Incompass Request for Time Off Form* to the employee's supervisor.
- c) PTO may be used for vacations as discussed in Section 3 of Article 22 – Vacations and must be requested in writing no less than fourteen (14) days in advance by completing and submitting a *Incompass Request for Time Off Form* to the employee's supervisor.
- d) Requests for planned PTO may be approved or denied consistent with operational needs but may not be unreasonably denied.

Section 3: Unplanned / Emergency PTO:

- a) PTO may be used for unplanned sick and/or 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* (Appendix-A Pg. 33) and the emergency or sickness can be verified.
- b) The Employer reserves the right, as a condition to the granting of unplanned *Paid Time-Off* for sick leave, 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.
- c) The Employer reserves the right, as a condition to the granting of unplanned *Paid Time-Off* for emergency situations, to require evidence verifying the emergency and that the emergency kept the employee from reporting to work as scheduled.
- d) Any employee who fails to follow the *Call In Procedure for Unplanned Sick Time and Emergency use of Personal Time* (Appendix A. Pg. 33) and/or provide evidence verifying the illness or emergency within ten (10) business days of a request will not receive PTO for that time and will be subject to discipline up to and including discharge.

Section 4: Up to five (5) days of unused PTO may be carried over into, and must be used during, the next fiscal year.

Section 5: On July 1st of each year employees may “buy-back” or “cash-out” unused PTO in excess of forty (40) hours at a rate of one (1) hour of accumulated PTO to one (1) hour of pay.

Section 6: PTO balances will NOT be paid out upon termination or resignation.

Section 7: A day is an eligible employee’s regularly scheduled hours worked each workday, excluding overtime.

Section 8: An employee that exceeds his/her PTO or unpaid time-off, fails to provide proper notification, documentation or verification, and/or takes PTO or unpaid time-off without authorization pursuant to this Article, may be subject to discipline up to and including discharge.

Section 9: Extended Time-Off (ETO) includes vacation time, PTO or a combination of the two. ETO is separate from requests for vacation that are 2 or less consecutive weeks. ETO may be requested as follows:

- Employees with 6 mos – 5 yrs of service may request up to 4 consecutive weeks of ETO.
- Employees with 5 yrs – 10 yrs of service may request up to 5 consecutive weeks of ETO.
- Employees with 10 yrs – 15 yrs of service may request up to 6 consecutive weeks of ETO.
- Employees with 15+ yrs of service may request 6 or more consecutive weeks of ETO. ETO in excess of 6 consecutive weeks is subject to the discretion of management.

Requests for ETO must be made no less than thirty (30) days in advance and are subject to approval by the Human Resources. The thirty (30) day notice may be waived in cases of bereavement.

Section 10: Voluntary Sick Bank – A program administered by the union whereby employees can donate accrued PTO to a sick or injured bargaining unit co-worker who has exhausted his/her PTO. The union will provide direction and guidance to its members regarding the Sick Bank program. Incompass’ sole responsibility is to adjust member’s time in accordance with direction from the union regarding Sick Bank elections.

Section 11: The Agency agrees to comply with the Massachusetts Earned Sick Time Law and its accompanying regulations as may be amended from time to time.

ARTICLE 21 – HOLIDAYS

Section 1: The following shall be recognized as holidays:

New Year’s Day	Martin Luther King Day
Presidents’ Day	Patriots’ Day
Memorial Day	Juneteenth
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 PTO 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: 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, New Years Day, Labor Day, Thanksgiving Day, Memorial Day, Independence Day (effective 7/1/18) and the Day after Thanksgiving (effective 7/1/2019)

If Christmas Day, New Year's Day, Labor Day or Juneteenth 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 Christmas Day, New Year's Day, Labor Day or Juneteenth in addition to any Holiday Pay he/she may be eligible for.

If Thanksgiving Day, Memorial Day, Independence Day (effective 7/1/18) or the Day after Thanksgiving (effective 7/1/19) falls on an employee's regularly scheduled workday and the employee is required to work then he/she will be paid one (1) times his/her hourly rate for hours worked on Thanksgiving Day, Memorial Day, Independence Day (effective 2018) or the Day after Thanksgiving (effective 2019) 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, to be eligible for a Paid Holiday.

ARTICLE 22 – VACATION

Section 1: Vacation time is advanced 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

<u>Years of Continuous Service</u>	<u>Effective 7/1/14</u>	<u>Effective 7/1/15</u>
One through two years	5 days	7 days
Two years through five years	10 days	12 days
Five years through 9 years	15 days	18 days
More than nine years	20 days	25 days

Eligible Salary Employees

<u>Years of Continuous Service</u>	<u>Effective 7/1/14</u>
One through two years	10 days
Two years through five years	15 days
Five years through nine years	20 days
More than nine years	25 days

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 an employee's Probationary Period, eligible employees will earn vacation time monthly, at a rate consistent with an employee's regularly scheduled work week. Upon successful completion of the Probationary Period the balance of an employee's annual Vacation allotment will be advanced.

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. Effective 7/1/2015 up to two (2) weeks of unused vacation time may be carried over into, and must be used during, the next fiscal year. 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 or transfers to a non-benefit eligible position will be paid for unused vacation time credited for the previous fiscal year and unused vacation time advanced per Section 1 of this Article, prorated based on the number of months the employee actually worked since the beginning of the fiscal year. For example if an employee separates on September 30th s/he will be paid for unused vacation time credited for the previous fiscal year and 3 months (July, August, September) of vacation time less any time s/he used.

Section 3: Vacation time may be taken in full or half days and must be requested in writing by completing and submitting a Incompass "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 fourteen (14) 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.

Section 4: Extended Time-Off (ETO) includes vacation time, PTO or a combination of the two. ETO is separate from requests for vacation that are 2 or less consecutive weeks. ETO may be requested as follows:

- Employees with 6 mos. – 5 yrs. of service may request up to 4 consecutive weeks of ETO.
- Employees with 5 yrs. – 10 yrs. of service may request up to 5 consecutive weeks of ETO.
- Employees with 10 yrs. – 15 yrs. of service may request up to 6 consecutive weeks of ETO.
- Employees with 15+ yrs. of service may request 6 or more consecutive weeks of ETO. ETO in excess of 6 consecutive weeks is subject to the discretion of management.

Requests for ETO must be made no less than thirty (30) days in advance and are subject to approval by Human Resources. The thirty (30) day notice may be waived in cases of bereavement.

ARTICLE 23 – 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 (30) or more hours per week shall be eligible to participate in the Health Insurance plan on the following basis: the Employer shall pay 80% of the premium and the Employee shall pay 20% of the premium for Employee coverage. The

Employer shall pay a minimum of 65% of the premium for Employee +1, Employee + Child(ren) and Family coverage.

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”.

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 elect additional optional voluntary life insurance coverage on themselves and voluntary dependent life insurance coverage on their eligible dependents, which includes an eligible employee’s spouse and children. An employee electing additional optional voluntary life insurance coverage for themselves and/or their eligible dependents is responsible for 100% of the cost of the optional coverage premium.

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: Effective October 1, 2011 through the duration of this Agreement the Employer will offer participation in a payroll deducted IRA to eligible employees, or similar programs at the discretion of the employer, on the same basis in effect at any 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, or as required by State or Federal law. 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 24 – 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 25 – 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 Incompass name or logo in any way which purports to represent itself as speaking for Incompass without the express approval of Incompass. 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 26 – 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 Incompass 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 Incompass. 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.

Section 4: Additional on-the-job, program or individual specific trainings, i.e., ostomy care, seizure management, specialized dietary restrictions, etc. will be provided by the Agency as needed and as determined by clinical assessment and/or Individual Service Plan goals.

ARTICLE 27 – 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 28 – 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 29– NEPOTISM

No 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 30 – 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:

Section 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. If the issue involves the expiration of an employee's authorization to work, the employee shall be suspended until such time as the matter is remedied or other action is taken consistent with this Article. Employees are responsible for filing the necessary application or petition sufficiently in advance to reasonably expect to maintain continuous employment authorization or valid employment authorization documents.

Section 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, that the issue is in the process of being remedied within thirty (30) days, the bargaining unit member may be discharged. If within thirty (30) days there is documentation that a process to remedy the issue has commenced, then the employee has up to sixty (60) days to remedy the process and avoid termination. If the Employee has verified that the identified problem is in the process of review or correction the employee shall not be discharged, but may be suspended provided this is consistent with applicable law. It is understood that if the work authorization has expired an employee cannot work even if the matter is under review. It is understood that an employee suspended pursuant to this paragraph shall not accrue seniority or any other benefits while suspended. Employees terminated according to

this Article who remedy the issue which resulted in termination, if rehired at the Employer's discretion within six (6) months, shall retain their seniority.

Section 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.

The Union and the Employer understand and agree that under no circumstances do the terms of this Agreement void any current or future Local, State or Federal Immigration Laws for which the Employer is required to adhere to and be in compliance with appropriate laws and regulations.

ARTICLE 31 – CELL PHONES

Unauthorized use of personal cell phones and/or electronic devices (making/receiving calls, texting, email, web browsing, gaming, etc.) during work time is prohibited. Employees may carry personal cell phones during work time but they must be turned to vibrate or off. Employees can use their personal cell phones during authorized break times and in designated break areas at the Day Program, outside and in common areas at Group Residences only.

Employees may return emergency calls using the Incompass' telephone at the facility with the permission of his/her supervisor.

Employees may provide the Incompass' telephone at the facility he/she is assigned to as an emergency contact number.

Employees who use cell phones (including but not limited to checking for messages) contrary to the above will be disciplined as follows:

- First offense – Verbal Warning
- Second offense – Written Warning
- Third offense – 2 day suspension
- Fourth offense – discharge

ARTICLE 32 – MISCELLANEOUS

Section 1: Transfers & Assignments: when altering an employee's usual assignment (class room in Day Services) or making a temporary transfer from one program to another, Incompass 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, Incompass will provide a written explanation.

The parties agree that workers will only be temporarily assigned to another program in emergency situations for the safety of individuals served, such as a natural disaster or multiple last-minute call-outs. In such situations, workers who float to another program will be provided information and supports to successfully complete their assignments on arrival to that program.

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 (PTO 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 PTO 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) –PTO 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 Incompass program during the closing – he/she will be paid only for the time worked.

Section 3: Current employees now receiving paper pay stubs will continue to receive them. All other employees will receive electronic pay stubs, which can be printed out at the main office.

Section 4: Incompass will reimburse employees for damaged personal property related to an incident involving an Individual served, provided the employee has exercised reasonable judgment and has abided by agency policies and procedures. The incident resulting in damage must be documented on an Agency Incident Report Form and a Damage Reimbursement Form. These reports must be submitted to the employee's supervisor for approval.

ARTICLE 33 – DURATION OF AGREEMENT

This Agreement shall take effect on May 17, 2022 and shall continue in full force and effect until and including May 16, 2025. This Agreement shall continue in effect unless ninety (90) days prior to May 16, 2025, 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 6/16/22, at

Chelmsford, Massachusetts.

Incompass

BY: [Signature]

DATE: 6/16/2022

Local 509 SEIU

BY: [Signature]
DATE: 6/15/22

COVID 19 – Memorandum of Agreement

Covid-19- It is understood that the following provisions will be in place during the COVID-19 Public Health Emergency. It is further understood that no retroactive payments will be made pursuant to this agreement.

Workers that test positive for COVID-19 as a direct result of working at the Agency will be placed on Furlough and will be paid 75% of their regular wages. The length of furlough will be dictated by CDC and Emergency Health Care worker guidance. Workers may choose to use Vacation or Paid time off to be made whole while on furlough.

It is further understood that workers who are directly exposed to covid-19 are expected as essential employees, to report to work unless: (1) They are exhibiting Covid-19 symptoms; (2) Have tested positive for Covid-19;

Workers who work in an Incompass group home that has “Covid-positive individual/s” and is deemed a “Covid program” by the Incompass Human Services Clinical Team will receive an additional \$4 an hour for all hours worked during the time the program is designated a “Covid Program”.

Workers who work in an Incompass day service and are asked to not work due to a Covid-19 related closure of his or her Cohort or Program room, will receive 100% of their wages while the program is closed.

If staff or individuals are exposed while working at Incompass Human Services, regardless of the department or position, testing is offered.

When a staff person or individual within the agency tests positive, we contact those that have had DIRECT CONTACT with that person. Testing is provided.

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.

OVERNIGHT CALLS
SIDE-LETTER/MEMORANDUM OF AGREEMENT

The parties agree to reduce overnight *Steadycare* calls to 3 per night.

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

Appendix A
Call-In Procedure for Unplanned Sick Time and Emergency use of Personal Time

Personal time may be used (without notice/approval) for emergency situations provided the employee follows call-in procedure below and the emergency can be verified.

	Community Center Developmental Specialists/LPNs/Direct Support Staff	Group Homes										
Notice	1 hour in advance	3 hours in advance										
Mandatory Information for Message	<ul style="list-style-type: none"> - First and last name - Reason for absence - When expected to return to work 	<ul style="list-style-type: none"> - First and last name - Reason for absence - When expected to return to work 										
Procedure	One Procedure:	One Procedure:										
	<ol style="list-style-type: none"> 1. Staff calls the <i>call-in line</i> (978.349.3070) and leaves mandatory message. 2. Staff then calls immediate supervisor's extension and leaves mandatory message for immediate supervisor. <p><u>Supervisor's Extensions:</u></p> <table style="width: 100%; border: none;"> <tr> <td style="padding-right: 20px;">Rooms 1 & 2</td> <td>978.349.3071</td> </tr> <tr> <td>Rooms 3 & 4</td> <td>978.349.3074</td> </tr> <tr> <td>Room 5 & 9/Floats/PTI</td> <td>978.349.3075</td> </tr> <tr> <td>Rooms 6 & 7</td> <td>978.349.3078</td> </tr> <tr> <td>LPNs:</td> <td>978.349.3083</td> </tr> </table>	Rooms 1 & 2	978.349.3071	Rooms 3 & 4	978.349.3074	Room 5 & 9/Floats/PTI	978.349.3075	Rooms 6 & 7	978.349.3078	LPNs:	978.349.3083	<ol style="list-style-type: none"> 1. Call immediate supervisor on supervisor's agency cell phone. 2. If immediate supervisor does not answer or return the call within 10 minutes, call immediate supervisor one more time and leave the mandatory message. 3. If immediate supervisor does not return second call, call the Director of Group Homes. If no answer, leave the mandatory message
Rooms 1 & 2	978.349.3071											
Rooms 3 & 4	978.349.3074											
Room 5 & 9/Floats/PTI	978.349.3075											
Rooms 6 & 7	978.349.3078											
LPNs:	978.349.3083											

Memorandum of Understanding


Between

SEIU Local 509 and Incompass Human Services

Article 23, Section I: Effective January 1, 2024, employees regularly scheduled to work 30 or more hours per week are eligible to participate in the Incompass Benefit plans (medical, dental, vision, life insurance, disability insurance) after 30-days of continuous employment.

Except as modified above, all other terms and conditions of the current contract between SEIU Local 509 and Incompass shall remain in full force and effect.


For SEIU Local 509



Signature

09.20.23
Date

For Incompass Human Services



Signature

9/21/2023
Date