

**Agreement**

**Between SEIU Local 509**

**and**

**Thrive Support & Advocacy**

**July 22, 2024 – July 22, 2026**

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## **PREAMBLE**

THRIVE SUPPORT & ADVOCACY is a private non-profit agency whose mission is to empower adults who have developmental disabilities to make meaningful life choices. The parties believe that an empowered workforce in an environment of mutual accountability is critical to achieve the above vision. Consistent with this mission, the parties agree to treat one another with dignity and respect at all times. This Preamble is non-grievable and non-arbitrable.

## **ARTICLE 1 – RECOGNITION**

In accordance with the provisions of the certification of the National Labor Relations Board in Case 01-RC-260715, THRIVE SUPPORT & ADVOCACY (the “Employer” or “Agency”) recognizes SEIU 509 (“Union”) as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for: All Full-time, Part-time, and Relief Direct Care employees. Expressly excluded from the bargaining unit are: All clerical employees, confidential employees, Nurses, LPNs, Program Directors, Assistant Program Directors, Case Workers, managers, guards, supervisors as defined by the National Labor Relations Act, and all other employees.

Definitions. The terms “Employee” and “Employees” as used hereinafter in this Agreement shall refer only to individuals included within the bargaining unit as defined in this Article.

## **ARTICLE 2 – NON-DISCRIMINATION**

1. General. Neither the Employer nor the Union shall discriminate against any Employee covered by this Agreement on account of race, color, religious creed, national origin, age, sex, genetics, sexual orientation, gender identity and/or gender expression, disability, genetic information, marital status, veteran status, political belief, or because of membership in the Union or activities on behalf of the Union.
2. Respect and Dignity. The parties agree to treat each other with dignity and respect.

### **ARTICLE 3 – DISCIPLINE AND DISCHARGE**

1. No employee who has completed their probationary period shall be disciplined or discharged except for just cause. An Employee within his/her probationary period may be disciplined or discharged with or without any cause at the sole discretion of the Employer, and without any recourse to the grievance and arbitration procedures under this Agreement.
2. The Employer shall notify the Union within twenty-four (24) hours of any disciplinary action taken against an employee.
3. Any employee who is required to attend a disciplinary or investigatory interview, shall be advised of their right to have a Union representative to accompany them. The Employer will not intentionally schedule interviews so as to deprive any Employee of his/her Weingarten Rights.

### **ARTICLE 4 – PROBATIONARY PERIOD**

A newly-hired Employee, or an Employee returning to the Employer after a break in service of one (1) year or more, shall complete a probationary period of six (6) months of employment. For employees who are MAP certified at time of hire, their probationary period shall be four (4) months.

An Employee may be disciplined or discharged during his/her probationary period with or without just cause at the sole discretion of the Employer, and without any recourse to the grievance and arbitration procedures under this Agreement. Nothing in this paragraph is intended to limit the rights of any Employee to file a complaint with the appropriate state or federal governmental agency alleging unlawful employment discrimination.

### **ARTICLE 5 – MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit Thrive's Board of Directors ("Board") and the President/CEO in the exercise of its functions of management and in the direction of Thrive and supervision of organization employees. This includes, but is not limited to, the right to: add or eliminate departments; require and assign work; increase or decrease the number of jobs; change process; schedule hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in skills, and to revise, add to or delete from the employee handbooks and any Thrive policies except where any such rights are specifically and expressly modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Board, acting through its President & CEO, or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control employees.

By way of example but not limitation, Management retains the following rights:

- to determine the mission, budget and policies of Thrive and all related or affiliated entities;
- to determine the organization of Departments, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, or to any location, building, or facility.
- to determine the methods, means and personnel by which the Employer's operations are to be carried out;
- to manage and direct employees of the Employer;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, or temporarily reassign employees to other duties;
- to determine the equipment to be used;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to lay off employees in the event of lack of work or funds or under conditions where Management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this Agreement;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of Thrive and to add to or modify such regulations as it deems appropriate subject to fulfilling any impact bargaining objections;
- to suspend, discharge, or take other disciplinary action against employees,
- to determine the care, maintenance and operation of buildings, land, apparatus and other property to be used for operational purposes; and

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this Article will prevent the Union from filing a grievance concerning a violation of a specific provision of this bargaining agreement. However, where no specific provisions of the bargaining agreement limit its ability to act, Management may exercise its rights under this article without having such actions being subject to the grievance procedure.

It is understood and agreed by the parties hereto that Management does not have to rely on any collective bargaining agreement with its employees as the source of its rights and management prerogatives. This bargaining agreement does not purport to spell out the job responsibilities and obligations of the employees covered by it. While Job Descriptions are meant to be reasonably accurate, Management reserves the right to assign duties consistent with an employee's education and ability and the organization's operational needs, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the workday will be grounds for discipline, up to and including termination.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board or its President & CEO, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board or the President & CEO under the laws of the Commonwealth.

## **ARTICLE 6 – OVERTIME**

Employees shall receive one and one-half (1.5x) times their straight time hourly rate for all hours worked in excess of forty (40) hours per week. Overtime and extra shifts will be assigned equitably based on rotating seniority.

In the event that an employee is required to work beyond their scheduled shift they will be paid two (2x) times their normal rate of pay for all such hours.

## **ARTICLE 7 – HEALTH AND SAFETY**

1. Health and Safety. The Employer agrees to provide a safe and healthful work environment for all employees. Any time an employee or the union has a

health or safety concern, they are encouraged to bring it to the administration's and/or the below described joint Health and Safety Committee's attention.

The Employer and the Union share in the goal that the work environment be safe and healthful. There shall be a joint Health and Safety Committee consisting of members chosen by the Employer and the Union. The purpose of the Committee shall be to identify and investigate health and safety hazards and preventive measures. Additionally, the Committee shall monitor on-going health and safety programs to assess their effectiveness in preventing hazardous working conditions. The Committee shall make recommendations to Thrive's leadership to correct health and safety hazards. The Committee shall meet approximately quarterly at mutually agreeable times. Employees serving on the Safety Committee shall be compensated at their regular rate of pay for attendance at Safety Committee meetings, up to a maximum of two (2) hours of meeting time unless the time for the meeting is extended beyond two (2) hours by mutual agreement of the Employer and the Union.

## **ARTICLE 8 – VACANCIES, POSTINGS AND SELECTION**

1. Posting. Whenever a permanent Regular bargaining unit position vacancy occurs which the Employer determines will be filled, a notice of such permanent Regular bargaining unit position vacancy shall be posted at a prominent location within each house within the Agency and on the Employer's website, for a period of fourteen (14) consecutive calendar days. Relief worker positions are not considered "Regular" positions for purposes of this Article.

The notice shall include: (i) job title; (ii) a brief description of job duties and responsibilities; (iii) wage rate; (iv) job qualifications and requirements; (v) job site; (vi) shift and days off and (vii) date when notice was posted. Any Employee interested in the vacant permanent Regular bargaining unit position shall apply to Human Resources within the fourteen (14) day posting period or, if the position remains unfilled after the posting period, until the position is filled.

2. Selection for permanent Regular positions within a House. When Regular (non-Relief) employees apply for posted Regular (non-Relief) bargaining unit positions, the Employer will first consider those Regular employees before next considering Relief employees and finally considering applicants who are not employed by Employer. When the Employer decides to fill a permanent vacant Regular bargaining position, the Employer shall consider the following factors: relevant experience, relevant education, qualifications, seniority, and training. If two (2) or more Regular employee applicants are approximately equal with respect to these factors, in the good faith judgment of the Employer, it shall award the position to the Employee with the greatest seniority.

3. Relief to Regular status.

- (a) *Relief Staff Applying for a posted Regular position.* While Regular staff will have priority over Relief staff where both are applying for a posted Regular position, where a Relief staff person who regularly works in the house where the vacant Regular position exists and no other Regular staff applicant regularly works in that house, the relief staff person will be considered on an equal footing with other applicants, and the employer shall make its decision on the basis of the factors set forth in Section Three.
- (b) *Conversion of Relief Hours to Regular Hours.* Notwithstanding the foregoing, if the Employer is converting a full-time, or near full-time, complement of hours currently worked by a Relief staff member into a permanent Regular position, the Employer may, if agreed to by both the Union and the Employer, fill the position by giving priority to the incumbent Relief staff member. Absent such agreement, the new Regular position will be posted in accordance with Section One of this Article and the Employer will fill the position based on the factors set forth in Section Two with the Relief staff member being considered on an equal footing with other applicants.
- (c) When a Relief employee works the same shift on the same days for more than ~~six (6)~~ **three (3)** consecutive months, the Union may notify the Human Resource Department in writing and request that the position be posted and Section (b), above, shall apply, unless the position is being held open for an employee who is on a statutory leave of absence, or a leave of absence pre-approved by the Employer.

**ARTICLE 9 – GRIEVANCE PROCEDURE AND ARBITRATION**

**9.1** **Grievance Procedure** The purpose of this Article is to establish a procedure for the settlement of grievances which involve the interpretation or application of any of the provisions of the Agreement. Grievances shall be handled as follows:

**Step 1:** The aggrieved employee (Grievant), with or without his/her Union steward or representative, shall present the grievance to Thrive's Vice President or his or her designee within fourteen (14) calendar days following the occurrence of the event forming the basis for the grievance or following the time when the employee reasonably should have been aware of the occurrence of the event forming the basis for the grievance. The grievance shall be signed by the Grievant and/or the union steward and/or union representative on the Grievant's behalf. The Vice President may hold a meeting at this Step, at the Employer's discretion, and shall answer the grievance in writing within seven (7) calendar days after the



grievance has been presented to him/her or, if a meeting is held, within seven (7) calendar days after the meeting. If the Employer has not asked the Union for additional time to consider a grievance and the Employer's seven (7) days to respond has passed without the Employer responding to the grievance, the non-response shall be considered a denial of the grievance and the clock for purposes of filing a Step 2 grievance shall immediately commence.

**Step 2:** If the grievance was not resolved to the Grievant's satisfaction, he or she may appeal the grievance to the President and CEO or his or her designee within fourteen (14) calendar days after the answer to Step 1 was received or should have been received. The President shall hold a meeting/hearing with the Grievant within fourteen (14) days (unless mutually agreed otherwise) and answer the grievance in writing within seven (7) calendar days after the meeting. A grievance concerning an employee's suspension or termination, or a class action grievance, may start at Step 2 by the Union.

**Step 3: Arbitration**

- a) If the grievance is not resolved to the Grievant's satisfaction at Step 2, the Union may submit the grievance to arbitration by giving written notice to the Employer within thirty (30) calendar days after the answer at Step 2 is issued or should have been issued. The parties will attempt to agree on an arbitrator on a case-by-case basis. If the parties are unable to agree on an arbitrator, the Union may file said arbitration request with the American Arbitration Association or Labor Relations Connection. The fees and other charges of the arbitration shall be borne equally by both parties.
- b) The arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement. No arbitrator shall have the jurisdiction or authority to add, take from, nullify or modify any terms of this Agreement. The award of the arbitrator on any grievance properly submitted to him/her hereunder shall be final and binding upon the parties and the employee(s).

**9.2 Time Limits.** Time limits may be extended in a particular case by mutual agreement. If it is not possible to refer the grievance at any step with the applicable time limit due to the absence of the appropriate representative of the employer, the grievance may be referred to the next step. As stated above, the failure of the employer to give its written answer to the grievance within the applicable time limit at any step shall be deemed to be a denial of the grievance and shall qualify the grievance to be referred to the next step, however, no time limit shall be binding on the Grievant and/or the Union until the required response is given.

**9.3 Pay for Grievance Time.** Grievance meetings shall be held outside the Grievant's working hours at and location convenient to both parties. The Employer may, in its discretion, conduct the grievance hearing during the Grievant's work time. When grievance meetings take place during an employee's work time, the Employer will, absent any preliminary matter removing the employee from payroll (i.e., suspension), pay for time actually and necessarily lost by the aggrieved employee attending the grievance meeting. The employee shall not be paid for any time spent preparing for a grievance meeting, or attending a grievance proceeding that takes place outside his/her scheduled work time.

**9.4. Miscellaneous.** Each party shall be responsible for paying its costs associated with presenting its case at arbitration. Each party will pay one-half of the expenses and fees of an arbitrator designated under this Article.

## **ARTICLE 10 – PERSONNEL FILE**

1. Upon written request of an employee to Human Resources, the Employee shall be permitted to examine his/her personnel file as soon as is practicable consistent with the availability and workload of Human Resources staff and the employee's work obligations, but in no case later than five (5) business days. The review shall take place at the Human Resource Office during normal business hours. An Employee shall be given a copy of his or her personnel file (or requested portions thereof) as soon as is practicable consistent with the availability and workload of Human Resources staff, but no case within five (5) business days of a written request for such copy.
2. An Employee shall have the right to comment, in writing, on anything placed in his/her personnel file. Employees shall receive a copy of any evaluations, disciplinary notices or any descriptions of their performance that are placed in their personnel file. An employee may not file a grievance seeking to amend, redact, alter, or otherwise challenge the wording or contents of such documentation. However, nothing in this provision is intended to limit the right of Employees to grieve disciplinary determinations, to the extent set forth elsewhere in this Agreement.
3. With respect to verbal warnings and written reprimands issued after July 22, 2021, and upon an Employee's written request, such verbal warnings and written reprimands may be removed from the Employee's personnel file two (2) years from the date of the verbal warning or written reprimand in question if there has been no additional discipline of any kind during that two (2) years.

## **ARTICLE 11 – JOB DESCRIPTIONS**

The Employer will provide each employee with a copy of his/her job description upon hire, upon changing positions, and upon request.

## **ARTICLE 12 – STAFFING**

1. Staffing ratios shall be visibly posted at every program.
2. The Employer shall provide what it believes to be reasonably sufficient coverage to ensure proper client care at all times.
3. It is the responsibility of the Manager/Residential Director, not the employee taking leave, to arrange coverage, if needed, for an employee's personal/sick time, bereavement leave, jury duty, vacation and leaves of absence.

## **ARTICLE 13 – TRANSPORTATION**

Employees who are required or approved to use their own vehicle during work hours for work purposes are entitled to mileage reimbursement at the applicable IRS rate for business miles driven. If an employee's vehicle is damaged by a resident of the home while transporting that resident, Thrive will reimburse the employee for the cost of the repair.

## **ARTICLE 14 – REIMBURSEMENT**

The Employer shall reimburse employees for reasonable costs to repair or replace an employee's personal property (i.e., eyeglasses) that is damaged – beyond normal wear and tear – during the performance of assigned job responsibilities, and provided further the following guidelines are met:

- the damage was caused by an individual served by Thrive or it occurred in the employee's normal course of duty and the employee was not negligent or responsible for the damage.
- the property was needed by the employee for the performance of the employee's duties. (In no event will the Employer reimburse employees for any damage to jewelry. Jewelry is never needed in the performance of an employee's duties.)
- the Employee was performing his or her job at the time the damage occurred.
- the Employee shall be required to produce a receipt for either the original item or a comparably priced replacement. The Employer reserves the right to pay only for repairing an item that can be repaired.

## **ARTICLE 15 – SENIORITY**

Section 1: Definition of Seniority. A Full-time or part-time Employee's seniority, unless otherwise defined elsewhere in this Agreement, shall be defined as being equal to his/her length of continuous employment with the employer, unbroken by any of the reasons specified in Section 2 below. An employee shall acquire seniority from his/her date of hire upon completion of the probationary period. Relief workers who do not work for at least two (2) shifts in the course of a calendar month shall not get seniority credit for that month.

Section 2: Loss of Seniority. An employee shall lose his/her seniority if he/she quits, retires or is terminated, and is not rehired into a bargaining unit position with the Employer within six (6) months following his or her separation. An employee who is rehired into a bargaining unit position with the Employer inside of six (6) months from the employee's date of resignation or termination shall have his or her former seniority restored.

## **ARTICLE 16 – HOLIDAYS**

Section 1. HOLIDAY PAY: Full-time Bargaining unit Employees shall receive the paid holidays in Section 2, if they are not scheduled to work on that day. If a bargaining unit employee works on the day when a holiday listed in Section 2 is observed, they will receive single pay for working the holiday and will also be paid for the holiday as well, effectively resulting in "double pay" for the day between the two (2) payments.

Section 2. Paid HOLIDAYS:

- New Year's Day
- Martin Luther King Day
- President's Day (Monday)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day (Celebrated as Indigenous People's Day)
- Veterans Day
- Thanksgiving
- Christmas Day

Section 3: Accommodation for Religious Holidays

THRIVE SUPPORT & ADVOCACY will accommodate any employee's request to take time off to observe religious holidays not listed above, provided that (1) the employee's observance of the particular holiday is required of his or her religion, (2) the employee requests permission at least ten (10) days in advance, and (3) allowing the request

would not pose undue hardship to THRIVE SUPPORT & ADVOCACY'S operations. Employees should discuss these requests with Human Resources and management as they arise. Days taken under this Section 3 shall be unpaid. If an employee wishes to be paid for a workday taken for observance of a religious holiday and he or she has unused accrued vacation available, he or she may use accrued vacation time.

## **ARTICLE 17 – UNION BUSINESS**

1. **Visitation:** The Agency will allow a duly authorized Union representative or steward reasonable occasional access to the Agency's premises, with sufficient advance notice, for the purpose of conferring with employees covered by this Agreement when necessary to enforce this agreement. No meetings between employees and a Union representative will occur during paid working hours of the employees. Meal breaks are not considered paid working hours. Such visits with Union stewards and /or employees shall not interfere with the operations of the Agency and the safety and privacy of residents shall remain paramount. Prior to any such visit, the Union steward or representative shall notify their supervisor or the Agency's designee.
2. **Union Stewards and Officers:** Union stewards and officers elected and/or appointed by the Union shall act as agents of the Union. Such Union stewards and/or officers are authorized to receive complaints and process grievances through the grievance procedure. The Union will furnish the Agency with a written list of such stewards and officers.
3. **Orientation:** The Agency agrees to give each new bargaining unit hire a copy of this Agreement and additional reasonable written material supplied by the Union (including a Union membership application card), the current list of Union officers/stewards with phone numbers and the address and phone number of the Union office. The Agency also agrees to provide union stewards or a union representative with reasonable access to employees during orientation to explain to them their rights as members of the bargaining unit. Meetings with employees during orientation will not exceed thirty (30) minutes.
4. **Contract Negotiations:** The Agency shall release up to one (1) member from each house of the Union negotiating committee from work to participate in collective bargaining agreement negotiations under reasonable conditions.
5. **Union Leave:** Insofar as practical, unpaid (an employee may use his or her paid vacation time, if any) time off upon reasonable advance notice for up to ten (10) days per year without loss of benefits or other privileges may be granted to one (1) elected delegate from Thrive's Union to attend conventions

of the Massachusetts AFL-CIO and SEIU, the Local 509 stewards assembly, annual meeting, Executive Board meetings, lobby days or training days provided the employee gives management no less than thirty (30) days advance notice. In addition, consistent with staffing needs, up to two (2) stewards will be given up to one (1) day off without loss of benefits or other privileges to attend SEIU's annual Steward's Assembly Day. Additionally, an unpaid leave of absence not to exceed one (1) year shall be granted, without loss of seniority, to an employee, if such employee is elected to union office or appointed to a union position. At no time may more than one (1) employee be on leave under this section. If the unpaid leave of absence is three (3) months or shorter, at the end of said leave, the employee will return to his/her previous position or an equivalent position with the same status and pay rate. For leaves of absence that are in excess of three (3) months, at the end of said leave the employee shall be returned to an available position.

6. **Union bulletin board:** The Agency will provide space for a Union bulletin board at each staffed residence and at the main office, provided they do not contain inflammatory or otherwise inappropriate material.

## **ARTICLE 18 – IMMIGRATION LEAVE**

The parties recognize 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 parties agree to attempt to minimize the impact of such issues on both the affected employees and the Employer by working together to fairly resolve such issues while complying with all applicable laws.

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 will be immediately suspended and will not perform any work of any kind for the Employer unless and until such time as the employee is able to establish documentary evidence that he or she is eligible to lawfully work for the Employer. 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.
2. If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded a thirty (30) day opportunity to remedy the identified problem or provide the Employer with appropriate documentation demonstrating that the identified problem is in the process of review or

correction before adverse action is taken. During said thirty (30) days, or until the employee provides the Employer with documentary evidence that he or she is authorized to lawfully work for the Employer, whichever occurs sooner, the bargaining unit member will be placed on unpaid administrative leave. If the bargaining unit member does not provide the Employer with valid documentation that he or she has submitted information to the appropriate governmental agency to remedy the issue within the thirty (30) days provided for doing so, the bargaining unit member may be discharged. If, within said thirty (30) days, the bargaining unit member provides the Employer with documentation that establishes that the Employee has submitted information to the appropriate governmental agency to establish that he or he should be authorized to work in the United States, the Employee shall be given an additional sixty (60) days (ninety (90) days total) to resolve the issue and provide the Employer with evidence that he or she is authorized to work. If the bargaining unit member does not provide evidence to the Employer at the end of the additional sixty (60) days of administrative leave that he or she is authorized to lawfully work for the Employer, the bargaining unit member may be discharged without recourse. Employees who are on an unpaid leave of absence may be required to pay the entire premium for any medical benefits during the unpaid leave of absence.

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 (not including the above-referenced unpaid administrative leave of absence) or applicable law would otherwise require the Employee to be considered newly-hired. It is understood that an employee on unpaid administrative leave pursuant to this paragraph shall not accrue seniority or paid leave time while on unpaid leave. Employees terminated according to this Article who remedy the issue which resulted in termination shall, if rehired in the Employer's sole discretion within 6 months, shall have their pre-termination seniority restored.

3. If the bargaining unit member in the United States has timely remedied whatever other issue that required him or her to go on an unpaid leave of absence under Article Section 2 above, and he or she has resumed working for the Employer within said thirty (30) days, the Employee may, when necessary, be permitted reasonable unpaid time off, based on the employer's operational needs, to attend any additional 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 to which the Employer is required to adhere.

## **ARTICLE 19 – REDUCTION IN FORCE**

Section 1. In the event that the Employer decides that it is necessary to reduce its workforce, it will notify the Union of any decision to lay off bargaining unit employees and will discuss issues and possible alternatives, if any, provided that such obligation does not in any way limit the Employer's right to take such action in a timely fashion. Management maintains its management rights in making determinations regarding staffing levels and program changes.

Section 2. If an employee is to be laid off the following procedure will be followed (in order):

- 1) volunteers will first be solicited within the Home where the reduction in force is occurring. Volunteers will be laid off first.
- 2) in the event that there are not a sufficient number of volunteers in the House where the layoff is to occur, Layoffs will then occur by inverse order of seniority within the House where the layoff is to occur. The least senior employee in the Home will be laid off first, etc.
- 3) employees to be laid off from a House will be offered the opportunity to fill any vacant positions within other Houses for which they are qualified. "Qualified" for this purpose of this policy refers to predetermined qualifications for the position, such as those on the job posting.

Section 3. Notification: The Employer will notify employees being laid off, or having hours reduced, and the Union, a minimum of two (2) weeks in advance, if possible, and under no circumstances less than one (1) week in advance. The Employer may, at the Employer's discretion, pay the laid off worker for one (1) week of work in lieu of providing one (1) weeks' notice. Upon layoff, an employee will be paid for all unused accrued time, excluding sick time.

Section 4. Recall: An employee who is laid off will be eligible for recall for one (1) year. Whenever vacancies occur in a bargaining unit position within the House the employee was laid off from, it will first be offered to the laid off employees based on seniority (i.e., last one (1) laid off, first one (1) recalled.) Employees so recalled will retain the seniority that they had when they were laid off. An employee who is recalled to their former position (same classification, hours, shift and work site) and refuses the position shall thereby lose recall rights. An employee who has had their hours involuntarily reduced shall have first preference to be given additional hours should they become available, if qualified. An employee who is offered the same hours (same time



and work site) that they involuntarily lost and refuses them shall lose the above-mentioned right to first preference.

## **ARTICLE 20 – PAID TIME OFF**

### **1. Vacation Time:**

Full-time Employees accrue paid vacation according to the following schedule: Full time-employees (those who work a regular schedule of thirty (30) hours or more) will accrue vacation as follows:

#### **Accrual of Vacation Time**

First Year: 0.05775 hours earned per hour worked – three (3) weeks (up to one hundred twenty (120) hours off depending on employee's number of regularly scheduled full-time hours worked each week.

Second Year: 0.076875 hours earned per hour worked – four (4) weeks (up to one hundred sixty (160) hours off depending on employee's number of regularly scheduled full-time hours worked each week.

Tenth year: 0.09633 hours earned per hour worked – five (5) weeks (up to two hundred (200) hours off depending on employee's number of regularly scheduled full-time hours worked each week.

Maximum accrual: Twenty-five (25) days (two hundred (200) hours).

The maximum amount of vacation time that may be accrued is shown in the above schedule. Compensation for unused accrued vacation time, will be awarded only upon termination of employment.

Full-time employees may cash out up to forty (40) hours (one (1) week) of accrued vacation time provided the employee submits the request, in writing, to cash out said vacation time during either the month of April (April 1<sup>st</sup> – April 30<sup>th</sup>) or the month of October (October 1<sup>st</sup> – October 31<sup>st</sup>). Requests to cash out vacation time submitted in the month of April shall be paid out in the month of June (June 1<sup>st</sup> – June 30<sup>th</sup>); requests to cash out vacation time submitted in the month of October shall be paid out in the month of December (December 1<sup>st</sup> – December 31<sup>st</sup>). Notwithstanding the above, in the event of a verifiable emergency, an employee's request, in writing, to cash out up to forty (40) hours (one (1) week) of accrued vacation time shall be paid upon request.

## 2. Earned Sick Time

### **Accrual of Sick Time**

All employees of Thrive whose primary place of employment is Massachusetts shall be eligible to accrue and use paid sick time. Sick time is accrued as described below:

- employees whose regular weekly schedule consists of forty (40) hours per week accrue twelve (12) days per year, or 3.69 hours biweekly, with a maximum accrual of thirty (30) days or two hundred forty (240) hours.
- employees whose regular weekly schedule consists of thirty (30) to thirty-nine (39) hours per week accrue nine (9) days per year, or 2.77 hours biweekly, with a maximum accrual of twenty-two and a half (22.5) days or one hundred eighty (180) hours.
- employees whose regular weekly schedule consists of less than thirty (30) hours per week accrue one (1) hour for every thirty (30) hours worked, with a maximum accrual of forty (40) hours.

Employees may only accrue and carry over the maximum accrual of sick time to the following year. In no event, may an employee ever have -- between carried over sick leave from the prior year and the current year, two (2) years' worth of accrued sick time.

### **Use of Sick Time**

Sick time is provided to allow employees to:

1. Care for the employee's own physical or mental illness, injury, or other medical condition that requires home, preventative, or professional care;
2. Care for a child, parent, spouse, or parent of a spouse who is suffering from a physical or mental illness, injury, or other medical condition that requires home, preventative or professional care;
3. Attend routine medical and dental appointments for themselves or for their child, parent, spouse, or parent of a spouse;
4. Address the psychological, physical, or legal effects of domestic violence; or
5. Travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Use of sick time for other purposes is not allowed and may result in an employee being disciplined.

Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Earned sick time may be used for full or partial day absences. The smallest amount of sick time that an employee can take is one (1) hour. For uses beyond one (1) hour, employees can use sick time in fifteen (15) -minute increments.

Sick time cannot be used as an excuse to be late for work without an authorized purpose.

Only in the instance of a sick time call out, if an employee's absence from work requires Thrive to call in a replacement worker to cover the absent employee's job functions Thrive may require the absent employee to use an equal number of hours of sick time as were worked by the replacement.

In certain circumstances, the employee and supervisor may mutually agree that an employee will work and be paid for an equivalent number of additional hours or shifts during the same or the next pay period as the hours or shifts taken as sick time. In those cases, the employee will not be required to use accrued sick time and Thrive will not pay for the time that the employee was absent. Thrive may, at its discretion, permit employees to use earned sick time before the employee accrues it and count the use against future accrual. In such cases, Thrive's agreement to permit such use will be confirmed in writing.

### **Absence Notification Procedures**

If an employee needs to be absent, to be late, or to leave work early (for purposes that are permissible under the earned sick time law, described above), the employee must give advance notice to his or her supervisor, except in an emergency.

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide up to seven (7) days' advance notice, unless the employee learns of the need to use earned sick time within a shorter period of time.

If the absence is not foreseeable, the employee must provide notice to their supervisor at least two (2) hours before the start of the employee's shift, although additional notice is appreciated. If two (2) hours' notice is not reasonable due to an accident or sudden illness, notice must be provided as soon as practicable.

The employee is responsible for notifying their supervisor or, in the absence of a supervisor or supervisory designee, the central office at least two (2) hours before the start of a scheduled shift if possible. If an employee works an overnight shift, they must call at least four (4) hours before your shift if possible. Texts and emails alone are not acceptable, unless the direct supervisor has approved this form of communication, in writing.

If an employee is going to be absent on multiple days, the employee or the employee's surrogate (i.e., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave or, if unknown, provide a reasonable expectation of the length of the leave.

### **Documentation of Use of Sick Time**

Under the Massachusetts Earned Sick Time Law (M.G.L. c. 149, § 148C), employers are permitted to ask employees to verify that an instance of sick leave of any length was used for an authorized purpose under the law.

Thrive will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence:

1. exceeds twenty-four (24) consecutively scheduled work hours or three (3) consecutive days on which the employee is scheduled to work;
2. occurs within two (2) weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
3. occurs after four (4) unforeseeable and undocumented absences within a three (3)-month period.

Required documentation must be submitted within seven (7) days of the absence. Additional time will be allowed for good cause shown. If an employee fails to timely comply with the sick time law's documentation requirements, Thrive may recoup the sick time paid from future wages.

Alternatively: If an employee fails to timely comply with Thrive's documentation requirements for use of unpaid sick time, Thrive may deny future use of an equivalent number of hours of accrued sick time until the documentation is provided but may not otherwise take any adverse action.

An employee who is absent from work for a period in excess of three (3) consecutive workdays, as a result of illness or accidental injury, after forty (40) hours of Massachusetts Sick time are used a doctor's note is *required* to return to work. Permission from the treating physician to return to work must be obtained and the employee may be required to be examined by a Thrive approved physician to determine if they are physically able to perform the functions of their position.

### **Verification of Use of Sick Time**

Thrive may require an employee to personally verify in writing that they have used sick time for an allowable purpose, but the employee shall not be required to explain the nature of the illness or the details of the domestic violence. A doctor's note or other documentation will not be required, excepting the circumstances described in this policy.

### **Company Expectations Regarding Attendance**

Employees should remember that regular, reliable attendance and timeliness is expected. Excessive absenteeism, being absent without excuse, failing to report an absence properly, leaving work without permission and sleeping on the job are not allowed.

If an employee is committing fraud or abuse by engaging in an activity that is not consistent with allowable purposes for earned sick time under M.G.L. c. 149, § 148C, an employee will be subject to disciplinary action in accordance with Thrive's policies and procedures.

If an employee is exhibiting a pattern of taking leave on days just before or after a weekend, vacation, or holiday, Thrive may discipline the employee for misuse of earned sick time, unless the employee provides verification of authorized use. If a pattern of taking leave on days just before or after a holiday has been established, and an employee is absent from work the day before or after a scheduled holiday, the employee may not receive holiday pay.

### **Payout of Sick Time**

Sick time is not paid out on termination of employment.

1. Personal Time. (will memorialize current practice.) We only grant personal time according to the Small Necessities Leave Act time.
2. Bereavement Leave
  - a. In the event of the death of a member of Employee's Immediate Family she will be granted leave with pay not to exceed three (3) workdays beginning the day after death. For purposes of this section, Immediate Family shall mean: spouse, mother, father, brothers, sisters, mother-in-law, father-in-law, sons/daughters, grandchildren, and persons residing in the same household. In the event of death of an aunt/uncle or brother-in-law or sister-in-law, one (1) day of paid leave will be granted. Additional time off may be granted on a case-by-case basis with approval from Human Resources or designee.
3. Jury Duty

Upon presenting a summons for jury duty to their supervisor, all Employees will be granted a leave of absence with pay on days when the Employee is scheduled to work and is performing jury duty. Employees must promptly notify the supervisor upon receiving the jury duty notice. Employees will be paid their regular wages during the first three (3) days of jury duty. After the three (3)-day period, the state pays jurors a daily stipend. The Agency will pay the Employee the difference between his/her regular pay and the daily stipend for the

remainder of the leave. A certificate documenting completion of jury service must be submitted to Human Resources in order to qualify for paid leave.

## **ARTICLE 21 – DUES DEDUCTION**

Section 1. The Employer agrees to deduct Union dues, and /or agency service fees with each paycheck 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 fee deduction authorization, the employee may do so by providing written notice to the union and employer. Deductions shall be made in the amounts certified by the union as those uniformly required as a condition of acquiring or maintaining membership, or satisfying and employees agency fee obligations, and shall 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 in with the check will be a list of each bargaining unit Employee whose dues and/or agency fee were deducted. The list shall contain the following information:

- name
- employee ID Number
  - last four (4) digits of Social Security Number
- job classification/title
- gross pay for the period
- hourly pay rate
- hours worked
- amount of dues or agency service fees deducted, including the corresponding type of representation fee, i.e., Dues Deduction or Agency Fee
- amount of Political Education Fund (COPE) Fees deducted (if applicable)

This information shall be provided electronically, in a password protected spreadsheet (i.e., Excel, etc.). Each data point will be represented in its own column. The information will be sent to [dues@seiu509.org](mailto:dues@seiu509.org).

Section 2. The Employer shall advise all new employees at the time of hire that the Union is their collective bargaining representative and of the union security clause in this agreement. Each month The Employer shall also notify the Union of each new Employee and terminated Employee including the following information:

- name
- home address
- date of birth

- last four (4) digits of Social Security Number
- home phone number
- cell phone number
- work phone number
- personal email
- work email
- job title
- hire date
- work location address
- employee ID number
- rate of pay
- date of termination (if applicable)

This information shall be provided electronically, in a password protected spreadsheet (e.g., Excel). Each data point will be represented in its own column. The information will be sent to [dues@seiu509.org](mailto:dues@seiu509.org). The Employer will also provide the Union with the following information regarding all bargaining unit members on a monthly basis:

- name
- home address
- date of birth
- last four (4) digits of Social Security Number
- home phone number
- cell phone number
- work phone number
- personal email
- work email
- job title
- hire date
- work location address
- employee ID number
- rate of pay
- date of termination (if applicable)

This information shall be provided electronically, in a password protected spreadsheet (i.e., Excel). Each data point will be represented in its own column. The information will be sent to [dues@seiu509.org](mailto:dues@seiu509.org).

## **ARTICLE 22 – UNION PROTECTION**

1. All present Employees who are members of the bargaining unit on the effective date of this Agreement shall within thirty (30) calendar days after the execution of the Agreement, as a condition of employment, either (i) acquire and maintain membership in the Union in good standing and tender to the Union the periodic dues uniformly required as a condition of employment or (ii) pay an agency service fee to the Union in lieu of Union membership. Each new Employee covered by this Agreement, hired after the effective date of this Agreement shall within thirty (30) calendar days after the date of hire, as a condition of employment, either (i) acquire and maintain membership in the Union in good standing and tender to the Union the periodic dues uniformly required as a condition of employment or (ii) pay an agency service fee to the Union in lieu of Union membership.
2. In the event that an Employee covered by this Agreement shall refuse and fail to become a Union member or to tender the Union the periodic dues that are obligations of members or pay to the Union an agency service fee, the Employer shall suspend said Employee's employment within ten (10) calendar days following receipt of written notice from the Union, if during such ten (10) day period the required payments in arrears are not made.
3. 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 authorizations of the Employees or written statements by Union representatives or for the purpose of complying with this Article.
4. The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each Employee. An Employee may consent in writing to the authorization of the deduction of Union dues, or agency service fee as applicable, from his/her wages and to the designation of the Union as the recipient thereof.

## **ARTICLE 23 – COMMITTEE ON POLITICAL EDUCATION**

The Employer agrees to honor the voluntary contribution deduction authorizations from its Employees who are Union members to the Union's Committee on Political Education in the form provided for by the Union. The Employer will deduct these contributions, with each paycheck, from the pay of Employees. The Employer shall transmit these funds to



the Treasurer of the Union no later than the end of the calendar month following the actual withholding. Included with the check shall be a complete list of the Employees whose contributions are included. Such transmittal shall be by electronic means.

#### **ARTICLE 24 – LOBBYING**

Thrive will grant paid leave for one (1) employee from each house, for the purpose of lobbying the Commonwealth's legislature in support of legislation that would be advantageous to the Employer and its clients, including legislation that would improve the pay, benefits or working conditions of Employer staff. Such leave shall be granted on only one (1) single day per fiscal year and shall not exceed a single eight (8) hour shift. The Employee or the Union shall give the Employer at least ten (10) days' notice of the date of the lobbying event, and, upon request, affirmation or verification of attendance at the event. The Employee's request shall not be unreasonably denied, subject to the Employer's operational and staffing needs.

#### **ARTICLE 25 – TAX SHELTERED ANNUITY**

Federal law allows employees of nonprofit and certain tax-exempt organizations to receive special income tax treatment under the United States Internal Revenue Code on amounts set aside for the purchase of annuities, usually referred to as tax sheltered annuities or tax deferred annuities (403B). THRIVE SUPPORT & ADVOCACY makes available to its employees a Tax- Sheltered Annuity (TSA) Program, so that they can take advantage of this unusual tax treatment. The Tax-Sheltered Program is available as a voluntary employee contribution. THRIVE SUPPORT & ADVOCACY will provide a matching contribution of up to four percent (4%) of wages with a three (3) year vesting schedule."

#### **ARTICLE 26 – LEGAL CONFLICTS**

If any applicable federal or state law, municipal ordinance, or final order from a court or agency with jurisdiction in a matter in which either the Union or Employer is a party, contravenes or makes unenforceable a provision of this Agreement, such provision shall be null and void. Upon request of the Union the parties will meet to bargain the effects of this change. The remainder of this Agreement shall be unaffected.

#### **ARTICLE 27 – TUITION REIMBURSEMENT**

THRIVE SUPPORT & ADVOCACY offers a Tuition Reimbursement program. Employees in good standing who have worked for THRIVE SUPPORT & ADVOCACY for one (1) year are eligible to apply for this program. Eligible employees may take one (1) college course per semester with a maximum of two (2) courses per fiscal year.

The course must be directly related to the employee's position with THRIVE SUPPORT & ADVOCACY. If approved, the course must be completed and passed with a grade of at least a "B" or equivalent in order to apply for reimbursement. The reimbursement rate is the tuition cost (without fees), up to a maximum of four hundred dollars (\$400.00) per course. Part time employees who work on a regular schedule are eligible for a prorated benefit. Interested employees should contact the Director of Human Resources for an application. Employee applications shall not be unreasonably denied.

## **ARTICLE 28 – TEMPORARY REASSIGNMENTS**

Employees may be temporarily reassigned to another location if the employer deems it required due to urgent programmatic or staffing needs.

## **ARTICLE 29 – INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

In the event the Employer determines it is necessary to involuntarily transfer or reassign an employee from one (1) program or location to another program or location for a period of longer than fifteen (15) work days' duration, the Employer shall, absent an emergency, provide at least two (2) weeks' notice to the Union of the change and will use the following approach to determine who will be involuntarily transferred or reassigned: (a) if the Employer concludes there is no operational preference as between similarly situated employees being considered for the involuntary transfer or reassignment, volunteers will be solicited first, followed as necessary by a selection in reverse order of seniority; (b) if the Employer concludes there is an operational reason why a particular staff member or particular staff members is/are required to be transferred or reassigned, then the affected Employee(s) will be notified of selection. If the Employee(s) is not satisfied with the involuntary transfer or reassignment, the Employer will, upon request from the Union will impact bargain in good faith with the Union concerning the transfer or reassignment. The Employer and the Union will endeavor to conduct any such bargaining prior to the implementation of the change, however the Employer may if necessary implement such a change, subject to any subsequent bargaining. The Employer shall provide the employee with any training it believes is required by the new position. Involuntary transfers and reassignments shall be based on programmatic/staffing needs and shall not be implemented in an arbitrary or capricious fashion.

## **ARTICLE 30 – NO STRIKE / NO LOCKOUT**

1. No Strikes. The Union agrees that during the term of this Agreement or any extensions thereof there shall be no strikes, sympathy strikes, unfair labor practice strikes, stoppages or interruption of work, sit downs, slowdowns, sickouts or picketing on or about the premises of the Employer. Neither the Union nor any of its officers, stewards or 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.

2. No Lockouts. The Employer agrees that during the term of this Agreement or any extensions thereof it will not lock out any employees.
3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section one (1), the Union will immediately order that such violation cease, and the Union will use its best efforts to cause such violation to cease and to cause work to resume fully. The Employer shall not hold the Union liable or responsible for damages for violations of Section one (1) if the Union: (i) promptly upon notification of such violations, orders all of its members to cease and desist from such violations at once; and (ii) posts notices on all Union bulletin boards in the Agency offices that such violations are a breach of this Agreement and orders the violations to be ended at once.

#### **ARTICLE 31 – NEPOTISM / FRATERNIZATION**

No bargaining unit employee will be permitted to supervise, be supervised by, evaluate or otherwise make any employment decision concerning a member of his/her family or someone with whom they are having, or have had, a close personal relationship. Similarly, employees who are involved in a close personal dating relationship will not be permitted to work together in the same work location on the same shift. Employees who are related by birth or marriage with another employee or who are involved in a dating relationship shall notify the Human Resources Coordinator or his or her designee of any such "family relationship" and/or "close personal relationship." In response the Human Resources Coordinator will assign each member of the relationship to a work location separate and apart from each other.

#### **ARTICLE 32 – MAINTENANCE OF PROPERTIES**

1. Employees shall not be required to perform skilled maintenance tasks, including, but not limited to, plumbing, electrical, or automotive. Employees are expected to perform routine housekeeping or maintenance duties including, but not limited to, sweeping, cleaning, changing linens, replacing light bulbs or batteries, maintaining cleanliness of Thrive vehicles, etc.
2. Employees shall not be required to shovel snow, except for the purpose of maintaining ingress and egress to the residence. The Employer shall contract

with an outside snow removal company to perform shoveling and plowing at its locations. In an emergency, for example where prolonged or heavy snow limits the effectiveness of the outside company's efforts, Employees may be required to clear access to every entrance and make passable sidewalks, pathways and/or fire escapes, as outlined in the individual house safety plan. Except on an emergency basis, Employees shall not be expected to move large furniture, heavy appliances, or similarly heavy objects from one (1) location to another.

## **ARTICLE 33 – HOURS OF WORK**

### **Section 1. Hours of Work**

The normal workweek for a Regular full-time employees will consist of forty (40) hours within seven (7) consecutive days. The normal workweek for a Regular part-time employee will consist of less than forty (40) hours within seven (7) consecutive days. There shall be no normal workweek for Relief personnel. When called for an assignment, Relief personnel may accept or decline the assignment. All employees are expected to begin their scheduled hours promptly at the start of his or her scheduled shift and remain onsite working until the end of his or her scheduled shift except in emergency situations and with the express permission of management.

### **Section 2. Scheduling.**

Thrive is a twenty-four (24) hour / seven (7) day per week service provider and employees will be required to work various shifts. An employee's regular work week and daily schedule is dependent upon his/her particular job and will be established by the Human Resources Coordinator and/or the employee's supervisor. A schedule will be given to each employee at the time he/she begins employment. Schedules are determined at the sole discretion of the Employer consistent with the operational needs of a particular home and/or the organization as a whole, as well as the terms and conditions of this Agreement. It is understood and recognized that an employee works for Thrive Support and Advocacy, not a particular house.

### **Section 3. Schedule Changes**

When the Employer desires to change the scheduling pattern (including regular days off and/or shifts) within a home the Employer will make such changes by first soliciting volunteers among the Regular full-time and Regular part-time employees within the affected program. In the event that more than one (1) employee volunteers, the assignments shall be made by company-wide full and part-time seniority. If such changes cannot be made by soliciting volunteers, and the contemplated schedule change is greater than fourteen (14) days in duration, the Employer will notify the Union and offer it the opportunity to meet and propose solutions to management. In the event that the Union and Employer cannot agree on a solution within a reasonable period to effect such change in a timely manner, or the scheduling change is for a period of less than fifteen (15) days duration, then the scheduling changes will be made by inverse seniority (the least senior twenty-eight (28) full or part-time employees in the program will be changed). No shift(s), except in emergency circumstances, will be covered by

supervisory or non-bargaining unit personnel, other than the House Manager for the specific program at which extra shift(s) is(are) available, unless all eligible full-time, part-time and relief employees who work in the program have declined to work the extra shift(s).

#### **Section 4. Attendance, Tardiness, and Absence:**

It is expected that all employees will report for work as scheduled and on time. Employees are responsible for notifying their supervisor or, in the absence of one's supervisor or supervisory designee, the Human Resources Coordinator at least two (2) hours before the start of one's scheduled shift if possible if the employee will be tardy or absent. If an employee works an overnight shift he or she must call their absence at least four (4) hours before their shift if possible.

#### **Section 5. Pay Periods and Pay Day.**

The payroll period consists of fourteen (14) days and is based on two (2) forty (40)-hour work weeks beginning on Sunday at 12:01 AM and ending two (2) weeks later on Saturday at 12:00 Midnight. Employees are paid bi-weekly on the Friday following the end of each pay period. When a pay day falls on a holiday, employees will normally be paid the day before.

#### **Section 6. Recording Time Worked**

All hourly-paid employees must PERSONALLY register/log-in when they begin and end their work shift or day. Employees who choose to leave the property during their meal break are required to notify their supervisor that they are leaving the property, so the supervisor is not looking for the employee if an emergency occurs during the employee's meal break. Employees must register "out" whenever they depart for personal reasons during the normal workday and register "in" upon return. Since the time record is the basis on which employees are paid, employees should be sure to register "in" and "out" properly. Missed punches will be dealt with by disciplinary action up to and including possible termination.

#### **Section 7. Minimum Pay**

An employee called in to work shall be paid a minimum four (4) hours pay at their regular rate of pay or overtime rate, if applicable.

### **ARTICLE 34 – LEAVES OF ABSENCE**

**34.1** Employees who have completed their probationary period shall be eligible to request unpaid leaves of absence pursuant to this Article.

#### **34.2 Applicable Leave Laws**

The Employer agrees to fully comply with the Family and Medical Leave Act (FMLA), the Massachusetts Parental Leave Act, the Paid Family and Medical Leave Act (PFMLA) and the Small Necessities Leave Act (SNLA), as applicable. Employees may

use their applicable paid leave time for some, or all of the leave time taken under this Article, at the employee's option.

Employees must request the leave at least thirty (30) days in advance when the need for the leave is foreseeable. When the need is not foreseeable, employees must provide notice as soon as possible and practicable under the circumstances. THRIVE SUPPORT & ADVOCACY may request certification in support of the leave.

Upon return from FMLA leave or PFMLA leave, an employee will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave will not be counted against the employee under the attendance policy

THRIVE SUPPORT & ADVOCACY will continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. Complete description of the Family and Medical Leave policy and the Massachusetts Paid Family and Medical Leave Act are available from the Human Resources Coordinator. All requests for Leave must be made in writing to the Human Resources Coordinator.

**34.3 Travel for Personal Reasons** Employees with one (1) or more years of continuous service may be granted an unpaid leave of absence of up to six (6) weeks every two (2) years for the purpose of visiting family or tending to family affairs. Employees may use any accrued time (not including sick time) for this leave.

#### **34.4 Personal Leave**

A leave of absence without pay for up to six (6) months may be granted at THRIVE SUPPORT & ADVOCACY'S discretion. Requests for personal leave should be submitted in writing to the Human Resources Coordinator. Employees may use any accrued time (not including sick time) for this leave.

#### **34.5 Military Leave**

An employee who serves 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 service such layoff shall be in accordance with the terms of this Agreement.

#### **34.6 Workers Compensation Leave**

An unpaid leave of absence not exceeding six (6) months shall be granted to an Employee who is prevented from working for the Employer because of an injury suffered in the course of their employment with the Employer, for which benefits are received under the Massachusetts workers' compensation laws.

### **34.7 Return from Leave**

An employee returning from a leave of absence of six (6) weeks or less shall be placed in the same job (classification, work site, shift, schedule, number of hours) as he or she was in prior to the leave. For an employee returning from a leave of absence of more than six (6) weeks the employer shall make best efforts to return the employee to the same position and if said position is not available the employee shall be returned to an equivalent position. Employees returning from a longer leave shall be placed in the same job, if possible, otherwise a similar job for which they are qualified.

## **ARTICLE 35 – LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union agree to form a Labor-Management Committee which shall include no more than five (5) representatives of the Employer and no more than five (5) representatives of the Union, to discuss workplace matters affecting the parties.

A meeting may be requested by either party. Whenever possible, the requesting party will submit to the other party a list of items to be discussed at least seven (7) calendar days prior to the meeting. Meetings shall be held at mutually agreeable times and places. The meetings shall be held on work time, where practicable to do so, but in any event meeting time shall be considered paid time. Unless mutually agreed to by both parties, such meetings shall not occur more frequently than every other month, nor shall any meeting last more than two (2) hours in duration. Such meetings shall not be for the purpose of initiating or continuing bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement.

## **ARTICLE 36 – INVESTIGATIONS**

When an Employee is subject to an investigation the Employer will determine, in its sole discretion, whether the Employee should be allowed to continue working or whether the accused Employee should be placed on administrative leave pending the outcome of the investigation, the Employer will notify the Union. The Employee shall be informed of the charge being investigated, unless the Employer is restricted from doing so by law or by outside agency instruction. Administrative leave under this Article shall be paid for the duration of the leave, or up to three (3) weeks, whichever is less. If a longer period of leave time is required, the accused employee on leave may apply his or her accrued personal or vacation time, if any, to the remainder of the leave period. Nothing in this provision is intended to restrict the Employer's option to temporarily reassign an Employee to another work site, in lieu of leave, if warranted and feasible under the circumstances. If the accused employee is cleared in the matter the employer will make them whole for all lost wages including any PTO used during the leave period.

## ARTICLE 37 – WAGES

### Section 1. Direct Care Base Rates

The minimum pay at Thrive will be adjusted as follows:

Effective July 22, 2024: Nineteen dollars (\$19.00)

Effective July 22, 2025: Twenty dollars (\$20.00)

### Section 2. Direct Care Wage Scale – Effective upon ratification, the following wage scale shall take effect.

Direct Care 1            Base Rate (See Section 1)            (First day work through third year (0 – 3) of completed service)

Direct Care 2            Additional one dollar (+\$1.00) to Base Rate            (First day of Fourth year through sixth year (4 – 6) of completed service)

Direct Care 3            Additional two dollars (+\$2.00 to Base Rate)            (First day of sixth (6+) year of completed service)

### Section 3. Across the Board Raise

**Over Scale workers:**            If a worker is already earning more than their base rate, they will receive the yearly across the board raise, regardless.

All Bargaining Unit Employees will be eligible for an across-the-board (ATB) wage increase which will stack on the yearly adjusted base rate in accordance with the Direct Care wage scale.

#### **Across-the-Board wage increase:**

Effective July 22, 2024, all bargaining unit employees shall receive a ten percent (10%) wage increase.

Effective July 22, 2025, all bargaining unit members shall receive a five percent (5%) wage increase.

## ARTICLE 38 – INSURANCE

### Section 1. Continuing coverage

The Employer shall have the right to change health and/or dental insurance plans and/or insurance carriers at its discretion, however the Union will be notified and provided an opportunity to bargain over the impacts of the Employer's decision prior to the changes being implemented.



**Section 2. Qualifications and duration**

Employees working thirty (30) hours or more a week are eligible to participate in the employer's medical and dental benefits offered under the Benefit Plan. Once an election of benefits is made by an employee, it will remain in effect until the following open enrollment period unless the employee has an earlier change in family status such as birth or death in the family, a marriage or divorce, or a termination of his/her spouse's employment.

**Section 3. Rates**

For employees who elect coverage, the employer will pay seventy-five percent (75%) of the premium for all health insurance and dental plans offered.

**Section 4. Paid leave of absence**

The employer will continue to pay its portion of the insurance premium during any paid leave of absence.

**Section 5. Unpaid leave of absence**

During an employee's approved unpaid leave, the employee may continue to participate in the group health insurance coverage through the timely remittance of the full premiums to the Employer.

**Section 6. Life insurance**

THRIVE SUPPORT & ADVOCACY will continue to offer life insurance for all regular full-time and specified job classification employees who are regularly scheduled to work thirty (30) or more hours per week. The life insurance benefit is 1 times base annual compensation for all employees not to exceed \$100,000.00. The plan will also provide for additional payment in the event of Accidental Death or Dismemberment.

**Section 7. Short-term and Long-term Disability**

All Regular full-time employees are eligible immediately for THRIVE's short and long-term disability. THRIVE SUPPORT & ADVOCACY pays the entire premium for both long-term disability (LTD) and short-term (STD) insurance.

**ARTICLE 39 – LIABILITY INSURANCE**

Section 1. The Employer will carry professional liability insurance which indemnifies the employees from legal claims arising from their employment at Thrive Support and Advocacy. Employees who have engaged in gross misconduct may not be indemnified. The employer will notify an employee of its decision not to indemnify them.

## ARTICLE 40 – DURATION

This Agreement shall be in effect for two (2) years for the period covering July 22, 2024 through July 22, 2026. This Agreement shall be automatically renewed from year-to-year thereafter unless either party shall seek to reopen negotiations between February 22, 2026 and May 21, 2026, by giving notice in writing to the other party by registered mail/return receipt requested, of its desire to modify, terminate, or revise any or all provisions of this Agreement. In the event such notice is given, this Agreement shall be terminated as of July 22, 2026.

In witness whereof, the parties hereto have set their hands and seals this

19th day of JULY 2024.

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION

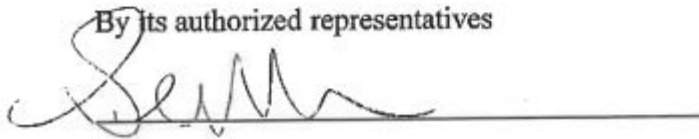
By its authorized representatives



Date: 8/19/24

THRIVE SUPPORT AND ADVOCACY, INC.

By its authorized representatives



Date: 8/16/24