

AGREEMENT BETWEEN
NORTH SUFFOLK COMMUNITY SERVICES, INC.

and

SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU) LOCAL 509

PROFESSIONAL UNIT

October 1, 2022 – Midnight, September 30, 2026

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AGREEMENT BETWEEN
NORTH SUFFOLK COMMUNITY SERVICES, INC.
and
LOCAL 509, HEALTH CARE DIVISION
SERVICE EMPLOYEES INTERNATIONAL UNION

AGREEMENT made and entered into this 29th day of November 2022 by and between the NORTH SUFFOLK COMMUNITY SERVICES, INC. ("Employer") and LOCAL 509, HEALTH CARE DIVISION, SERVICE EMPLOYEES INTERNATIONAL UNION ("Union"), as the sole collective bargaining agent of all Employees as hereinafter defined.

PREAMBLE

The parties agree to cooperate with each other to assure maximum service of the highest quality and efficiency to our client population, to serve the needs of the community and to meet the highest standards in such service.

PURPOSES

The intent and purpose of this Agreement is to promote the dignity of all employees in the bargaining unit and to assure proper mutual respect and dignity to all parties. To that end, included in the purposes of this Agreement shall be to promote and further: harmonious labor-management relations; efficiency and responsibility at all levels; just compensation and fair work standards, rules and conditions; just and speedy means for the settling of grievances and the removal of their causes; improvement in the quality of the workplace, including communication and cooperation between all employees and management.

ARTICLE 1 – RECOGNITION AND DEFINITIONS

(a) Recognition. In accordance with the certification of the National Labor Relations Board, Case Number 1-RC-17,809 dated March 25, 1983, and the provisions of the National Labor Relations Act ("Act"), the Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work or other conditions of employment for all regular full-time and regular part-time professional employees employed by the Employer at all its facilities and locations in the Boston area, including registered nurses, psychologists, social workers, speech therapists, occupational therapists, rehabilitation counselors, special educators, Cambodian outreach worker, mental health assistants, developmental specialists and teacher aides, but excluding all other employees, guards and supervisors as defined in the Act.

(b) Definition of Regular Full-time Employees. For the purpose of this Agreement, regular full-time employees means those employees who have satisfactorily completed the probationary period, described in Article 2 in a classification covered by this Agreement and who are scheduled to work at least forty (40) hours per week on a regular and continuous basis.

(c) Definition of Regular Part-Time Employees. For the purpose of this Agreement, regular part-time employees means those employees who have satisfactorily completed the probationary period, described in Article 2 in a classification covered by this Agreement and who are regularly scheduled to work less than forty (40) hours per week. Regular part-time employees who work less than twenty (20) hours per week shall be ineligible to receive or accrue a benefit under this Agreement. Regular part-time employees who work at least twenty (20) hours per week shall be entitled to receive or accrue benefits where specifically provided in this Agreement. When such part-time employees are provided benefits in this Agreement, the amount of the Employer's contribution or benefit will be determined pro rata on the basis of the part-time employee's regularly scheduled hours as a percentage of forty (40) hours unless provided to the contrary elsewhere in this Agreement.

(d) Temporary Employees.

(i) An employee who is hired for only a limited period of time not to exceed one (1) calendar year to substitute for one or more regular full-time or regular part-time employees during their absence or is hired for a job which is of limited duration and who is so informed at the time they are hired shall be considered a temporary employee. Such an employee shall not be subject to any provisions of this Agreement.

(ii) A professional position which has existed or a temporary employee who has been employed for longer than one (1) calendar year shall be included in the bargaining unit.

(e) In the event that an individual provides out-patient mental health treatment on a fee-for-service basis for twenty (20) or more hours on a regular basis, they will be made a regular employee.

ARTICLE 2 – PROBATIONARY PERIOD

Any newly hired employee shall be deemed to be on probation for a period of six (6) continuous calendar months of service uninterrupted by any type of service break from the date of his/her most recent hire. A probationary employee may be discharged or disciplined in the sole discretion of the Employer and neither the employee nor the Union shall have any recourse to the grievance and arbitration procedure of this Agreement over such discipline or discharge. Unless otherwise provided to the contrary in this Agreement, a probationary employee shall not be entitled to any benefits set forth in this Agreement.

ARTICLE 3 – NON-DISCRIMINATION

(a) The Employer and Union agree not to discriminate on the basis of race, color, religion, sex, marital and/or parental status, national origin, handicap, age, sexual orientation, or union membership as defined by law.

(b) If at any time an employee files a claim of discrimination with any state or federal agency or court, the employee thereby waives the right to bring or maintain a grievance or arbitration over the subject matter of that claim, and any grievance or arbitration proceedings concerning that claim which may already have taken place shall be terminated and any obligation imposed upon the Employer shall be rendered null and void.

ARTICLE 4 – UNION SECURITY

(a) Union Membership or Service Fee

(i) All present employees who are members of the Union on the effective date of this Agreement or the date of execution of this Agreement, whichever is later, shall remain members in good standing by the payment of their regular dues as a condition of employment. All employees covered by this Agreement who are not presently members of the Union and all future hires shall within thirty (30) days of hire or within thirty (30) days of the effective date of this Agreement or the date of execution of this Agreement, whichever is later, as a condition of employment, either (1) acquire and maintain membership in the Union in good standing, or (2) tender to the Union a service fee equal to the periodic dues uniformly required as a condition of membership in the Union. The Employer shall within thirty (30) days of receiving notice from the Union, suspend without pay any employee who is not in compliance with this Article. Notice from the union shall be by email. The employer will be held harmless for any suspension pursuant to this Article.

(ii) Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such employee shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to such dues to a charity to be jointly agreed upon by the Employer, the Union, and the employee involved. Upon request by the Union, the Employer shall be required to furnish satisfactory evidence that such deductions are being made and transmitted to the appropriate charity.

(iii) The Union shall indemnify, defend 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 by the Employer for the purpose of complying with this Section.

(b) Dues or Service Fee Deduction.

(i) The Employer will deduct Union dues and initiation fees or service fees in amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership upon receipt of a payroll deduction authorization. Such deductions shall be made in each payroll period.

(ii) All amounts so deducted for Union dues and initiation fees or service fees shall be remitted to the Secretary-Treasurer of the Union by the Employer not later than fifteen (15) days following the period in which the deductions were made.

(iii) All remittances to the Union of dues and initiation fees deducted shall be accompanied by a listing specifying the employees from whom the deductions were made and the amount of the deductions.

(iv) The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Section, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to

the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

(c) Notification. The Employer will notify the Union of changes in bargaining unit personnel, including the status (existing employee or rehire), name, home address, job title, hire date, standard hours, salary, rehire date (if applicable), status as dues payor, and Political Education Fund (PEF) status, status of each new employee as well as for those employees who have terminated. Such notification to the Union shall be made on a monthly basis to the assigned Union Representative and the Union Treasurer. Upon written request from the Union, the Employer will provide the step scale placement, program, and site assignment for bargaining unit members.

ARTICLE 5 – MANAGEMENT RIGHTS

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the Employer, all rights, functions and prerogatives of the management of the Employer formerly exercised or exercisable by it remain vested exclusively in the Employer. Without limiting the generality of the foregoing, the Employer specifically reserves to itself the management of the Employer and the following rights: to determine the hours; to schedule and assign work; to direct the work force; to determine employee qualifications and evaluate competency; to determine the quality and quantity of work to be performed; to establish and require standards of performance and to promulgate rules of conduct; to determine proper staffing; to determine and redetermine productivity and work load requirements; to determine and redetermine job content; to discontinue jobs; to determine counseling, medical, and operating standards, security measures, financial management, compliance, and operational and other policies; to determine methods and procedures; to determine programs; to select those with whom the Employer will do business; to initiate, continue or discontinue training, or educational programs; to hire, suspend, promote, demote, discharge or otherwise discipline employees; to transfer employees on a temporary or permanent basis between programs or locations; to reduce hours or lay off employees for lack of work or for other reasons; to require overtime; to promulgate and enforce all rules respecting operations, efficiency, safety measures and other matters; to determine all equipment to be used and the utilization of all physical facilities; to implement new equipment, methods and facilities; to subcontract work; to utilize the services of auxiliary, on-call, student, temporary or volunteer employees; to decide the number and location of its facilities; to move or remove the Employer or any of its parts to other areas; and to extend, maintain, curtail, or terminate all or any part of the Employer's operations or facilities.

ARTICLE 6 – NO STRIKE

(a) The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit-in, picketing, interruptions or delays of work of any kind, or any other direct or indirect interference with the activities or operations of the Employer or threat of such actions. The Union and bargaining unit members agree not to represent themselves as speaking for the Employer.

(b) The Employer may take disciplinary action, up to and including discharge, against any employee who instigates, participates in or gives leadership to any activity prohibited in this Article. Such action by the Employer shall not be subject to the grievance and arbitration provision of this Agreement, except as to the question of whether or not the employee who has been disciplined in fact instigated, participated in or gave leadership to any prohibited activity.

(c) No officer or representative of the Union shall authorize, instigate, aid or condone any of the activities set forth in Section (a) of this Article.

(d) In the event of any unauthorized strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit-in, picketing, interruptions or delays of work of any kind, or any other direct or indirect interference with the activities or operations of the Employer, the Union will take every reasonable action to effect a cessation of such unauthorized activity without delay.

ARTICLE 7 – UNION BUSINESS

(a) Union Stewards. The parties agree that the Union shall be allowed to have one (1) steward for each program area up to a total of seven (7) stewards. The Union shall provide the Employer with a written list of current stewards and alternates on a yearly basis and when there are newly elected Stewards. The Employer will not be required to recognize or deal with Union Stewards whom the Union has not previously identified to the Employer in writing as indicated above.

(b) Union Meetings. With the prior approval of their supervisor, two (2) representatives designated by the Union may be granted up to three (3) days unpaid leave of absence in any one (1) calendar year for the purpose of attending Union conventions or conferences. Unpaid leave not to exceed one (1) day per month shall also be granted to an elected executive board member for the purpose of attending executive board meetings of the Local. All requests of this nature must be made no less than two (2) weeks in advance.

(c) Bulletin Boards. The Employer will provide space for Union notices on bulletin board(s) in office(s) where employees covered by this Agreement report. Such notices must be provided to the Employer's CEO prior to posting.

(d) Union Leave of Absence. Upon request of the Union, an unpaid leave of absence may be granted at the sole discretion of the Employer to an employee to perform full-time official duties on behalf of the Union. Such a leave may not exceed one (1) year.

(e) Access to Premises. Duly authorized representatives of the Union may request access to Employer premises no less than seven (7) days in advance. Such access is limited to conducting union business directly connected with this Agreement and requests must include the specific reason(s) for the visit and identify the bargaining unit member(s) to be visited. Access may be granted at the sole discretion of the Employer's CEO, or their designee, which will not be unreasonably denied. Upon arrival such union representative shall notify the CEO, or their designee, of their presence, and such access shall at all times be subject to the Employer's general rules governing visitors.

(f) Use of Premises. Duly authorized representatives of the Union may request the use of Employer premises no less than seven (7) days in advance. Such use is limited to conducting union business directly connected with this Agreement and requests must include the specific reasons(s) for the use. Use of premises may be granted at the sole discretion of the Employer's CEO, or their designee, which will not be unreasonably denied. Upon arrival such union representative shall notify the CEO, or their designee, of their presence, and such use of premises shall at all times be subject to the Employer's general rules governing visitors.

(g) Union Representatives and Shop stewards will conduct no union business at the Employer's facilities with employees who are on work time except as provided in this agreement or with prior approval of the CEO, or their designee. There will be no Union meetings at any Employer facility, property or in any vehicle being used to transport individuals without the prior approval of the CEO, or their designee.

(h) C.O.P.E. Deductions (Committee on Political Education)

1. An employee may consent in writing to the authorization of the deduction of a political education fund fee from their wages and to the designation of the Union's COPE fund 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 their political education fund fee authorization by giving written notification to the Employer's payroll department who will forward a copy of the cancellation letter to the Union.

2. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union, together with an electronic list of employees whose political education fund fees are transmitted. Such transmission shall follow the same schedule as the transmission of dues.

ARTICLE 8 – DISCHARGE AND DISCIPLINE

(a) No employee covered by this Agreement shall be disciplined or discharged except for just cause, with the exception that during their probationary period an employee may be disciplined or discharged without regard to just cause and such action shall not be subject to the grievance and arbitration procedure contained in this Agreement.

(b) The Employer recognizes the right of an employee, who reasonably believes that an investigatory interview with a supervisor might result in discipline, to request the presence of Union representation at said interview. If such a request is made, the Employer agrees to either postpone the interview for a reasonable period of time in order to allow a Union representative to be present or to cancel said interview.

(c) The Employer will give written notice to any employee who is disciplined or discharged outlining the reasons for the Employer's actions within two (2) business days after the action has been taken. A copy of this notice will be faxed and mailed to the Union at the same time unless the employee requests that the Union not be given a copy of the letter. In such cases, the Union will be notified only that the employee was disciplined or discharged without any further specificity.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

(a) For the purpose of this Agreement, a grievance is defined as any dispute or difference as to the meaning or application of this Agreement which arises during the term of this Agreement between the employees, the Union and the Employer. No grievance shall be considered under the grievance procedure unless it is presented as provided below. If a grievance is once settled at any of the following steps, it shall be considered closed and shall not be subject further thereafter to the grievance procedure or to arbitration.

The parties recognize that day-to-day problems may be discussed and resolved between the employee and the employee's immediate supervisor. In the event that the employee requests and the Employer agrees, a Union steward may be present during such informal discussions. Such informal settlements are encouraged; however, no such agreement or settlement shall be contrary to the provisions of this Agreement or infringe upon the rights under this Agreement of either any other employee or of the Employer. Whether or not such informal discussions take place shall have no effect on the time limits set forth below. It is further understood that the various time limits set forth below may be extended only by the mutual written agreement of the Union and the Employer.

(i) Any issue that has not been resolved as described in Section (a) shall be subject to resolution through the four (4) steps as described below:

Step 1. The aggrieved employee, with or without Union representation, shall take up the grievance, with their immediate supervisor or designee within ten (10) business days after the circumstances giving rise to when the grievance first occurred or the employee knew or should have known of said circumstances. The grievance shall be filed in writing and shall state the Article(s) claimed to be violated, and include a brief explanation and reference to the circumstances of the alleged violation(s). The supervisor shall give their written answer to the grievance within ten (10) business days.

Step 2. In the event that a settlement is not reached in Step 1, the grievance shall be presented in writing to the Chief Operating Officer or their designee within ten (10) business days after the conclusion of Step 1. Said grievance shall state the Article(s) claimed to be violated, including a brief explanation and reference to the circumstances of the alleged violation. If either party requests, a meeting may be held. The Chief Operating Officer shall give their written answer within ten (10) business days.

Step 3. In the event that a settlement is not reached in Step 2, the grievance shall be presented in writing to the Chief Executive Officer or their designee within ten (10) business days after the conclusion of Step 2. Said grievance shall state the Article(s) claimed to be violated, including a brief explanation and reference to the circumstances of the alleged violation. If either party requests, a meeting may be held. Within ten (10) business days after receipt of the grievance, the Chief Executive Officer, or their designee will give the Employer's answer in writing.

Step 4. Arbitration. In the event that a settlement is not reached in Step 3, the Union or the Employer only, may by giving written notice to the other party, submit the grievance to arbitration within thirty (30) business days after the conclusion of Step 3.

A Demand for Arbitration must be served in writing by the Union on the American Arbitration Association ("AAA") and the CEO, or their designee, within this period and must specify the specific contract Article(s) and section(s) allegedly violated as a condition for processing the demand.

The parties shall promptly select the arbitrator pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add to, subtract from, change, make awards retroactive beyond the date of the grievance, or disregard any of the provisions of this Agreement. The fees and other charges of the arbitrator shall be divided equally between the parties.

(b) The Employer shall have the right to utilize Step 3 and Step 4 of the grievance procedure with respect to any grievance, or dispute which the Employer may have against the Union or any of its members. Such an action shall be initiated by a letter from the Employer to the Union. The Parties will meet within ten (10) business days of written notice to discuss matters relevant to said grievance. If settlement is not reached in Step 3, then the Employer may by written notice, submit a Demand for Arbitration that must identify the Article(s) and Section(s) claimed to be violated, including the specifics of the alleged violation, and explanation for advancing the grievance within thirty (30) business days after the decision in Step 3. The arbitration process will follow the procedures set forth in Article 9, Section (a).

(c) The Union may choose to file a grievance at Step Two if it involves a suspension or termination case or a case which has more than one grievant filing on the same issue.

(d) Any grievance upon which a written answer is not made by the Employer within the time limits prescribed, or any written extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for the written answer expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition. The term "business days" wherever used in this Article shall mean and include any calendar day other than a Saturday, Sunday or holiday.

ARTICLE 10 – SENIORITY

(a) Definition.

(i) Seniority shall mean an employee's continuous and uninterrupted service with the Employer, unbroken by any of the reasons specified in Section (b). Seniority shall be acquired according to the rules set forth in the following paragraph.

(ii) The seniority of regular full-time employees and regular part-time employees who work twenty (20) or more hours per week shall date from the employee's most recent date of hire. Employees shall not continue to accrue seniority during periods of layoff or leave of absence.

(b) An employee's seniority and their employment with the Employer shall terminate upon the occurrence of any of the following:

- (i) Resignation;
- (ii) Discharge or termination.

(c) If an employee is rehired by the Employer and works a period of time equal to the time the employee was terminated from the Employer, the employee will be credited with the seniority the employee had prior to the termination for purposes of reduction in force and vacation accrual.

ARTICLE 11 - REDUCTION IN FORCE

(a) The Employer at its sole discretion shall determine the activities, operations or duties to be discontinued or curtailed and the numbers, and classifications of employees to be laid off because of lack of work, reorganization or fiscal constraints.

(b) When the Employer determines that it is necessary to reduce its working force, the Employer will notify the Union as soon as possible of any decision to layoff bargaining unit employees, and will discuss issues and alternatives provided that such obligation does not in any way limit the Employer's right to take such actions regarding a reduction in force which it deems necessary or appropriate or to take such action in a timely fashion.

(c) The Employer will notify any employees affected by the layoff individually and post a notice announcing the layoff and the affected programs and classification(s), and number of employees. Any employee within the affected classification willing to accept voluntary layoff shall apply in writing to the Chief Executive Officer within the period specified in the notice.

(d) In the event that a reduction in force is required, seniority shall govern and the least senior employee in any affected program in any affected classification shall be laid off provided that where between two or more employees in a given classification in such a program their qualifications, experience, performance, productivity and reimbursability are relatively equal. Where qualifications, experience, performance, productivity and reimbursability rather than seniority is used to determine the employee to be laid off, in any dispute between the parties the employees affected should be compared to the least senior employee in such a program in the classification.

(e) In the event that a transfer is required because of a layoff, the Employer has the right to select the employee to be transferred under Article 13 (b). The notification and discussion required therein is to be concurrent with the discussions provided for in this Article.

(f) The Employer may exempt from layoff (i) any employee required in order for the program to remain in compliance with, and reimbursable under, any law, regulation or contract; (ii) any employee with special job related skills or gender necessary to meet the needs of a population which would not otherwise be served; (iii) any employee whose layoff would result in a loss of a contract to the Employer; and (iv) any employee who is a member of a minority group. This exemption section shall not be arbitrarily applied.

(g) The Employer at its sole discretion may lay off part-time employees, who work less than twenty (20) hours per week, first.

(h) Notification/Severance.

(i) The Employer will make every effort to give the affected employee at least four (4) weeks advance notice, and in no event less than three (3) weeks' notice, except that such notice shall not be required when the layoff is caused by an emergency such as Act of God, explosion, fire, flood or water damage, or by some other reason beyond the reasonable control of the Employer.

(ii) The Employer shall give each laid off employee one (1) week severance pay or one (1) week pay in lieu of a week of notice required by Section (h) (i) of this Article. The pay shall be at the employee's regular weekly salary for their regularly scheduled hours.

(i) Recall. An employee affected by this Article will retain recall rights for one (1) year. When a vacancy occurs, in an employee's former program and classification, the Employer shall send notice thereof by certified mail to the Union and the last known address of each employee on the recall list. Any employee interested in the vacancy must respond within five (5) workdays.

The method for recall shall be the same as provided for layoff in Section (d) above. Employees on the recall list may waive their Notification and Recall Rights, by requesting in writing that the Employer do so. To the extent possible, the employee shall be reinstated at his or her previous salary at the time of the layoff. However, in the event that the Employer has limited funds for the vacancy, the recall notice will so state and the employee will be reinstated at the salary set forth in the recall notice or his or her previous salary at the time of layoff, whichever is lower. The Employer will make every effort to bring a person's salary up to his or her previous salary as soon as possible.

(j) Upon layoff, all accrued and unused vacation time are 100% payable according to Massachusetts law.

ARTICLE 12 – WORK SCHEDULE

(a) The normal workweek for regular employees begins on Sunday and ends on the following Saturday. A full-time workweek shall consist of forty (40) hours, including a half hour (1/2) meal period each workday. This Section shall not be construed as, and is not a guarantee of, any number of hours of work per day or per week.

(b) If the Employer determines that it will regularly schedule employees, to work weekends, the Employer agrees to negotiate its proposed schedule change and the impact on bargaining unit employees with the Union.

(c) The supervisor of each employee shall determine the daily and weekly number of hours and the schedule of hours each employee shall work. Consistent with the reasonable operating needs of the Employer, employees shall be permitted to set their own client schedules. In the event of any scheduling dispute, the employee's supervisor shall set the schedule.

(d) It is recognized and understood that deviations from the employee's regular schedule of work will be necessary and will unavoidably result from causes such as, but

not limited to, vacation, leaves of absence, evening, weekend and holiday duty, absenteeism, employee request, temporary shortage of personnel and emergencies. No such deviations shall be considered a violation of this Agreement.

(e) The Union acknowledges that the employees covered by this Agreement are professional employees, that it is not possible to prescribe precise hours of work and that it sometimes will be necessary for employees to work in excess of forty (40) hours per week. If requested to work overtime, an employee will be expected to do so unless s/he is excused for good cause.

(f) Flex Time. To be eligible for flex time the employee must obtain the prior approval of his/her supervisor prior to flexing their schedule, except for cases when a clinical emergency arises, in which event, the employee must notify their supervisor of time worked as soon as possible. Employees should schedule the use of flex time within the same work week.

ARTICLE 13 – JOB OPENINGS AND TRANSFERS

(a) Job Openings. Whenever a permanent vacancy in a bargaining unit position occurs which the Employer determines will be filled, a notice of such vacancy will be posted on appropriate bulletin boards for a period of five (5) business days. Employees interested in applying for such posted position shall express their interest in writing to the Chief Executive Officer or their designee within the posting period. All internal applicants who meet the minimum qualifications for the position shall be interviewed and considered for the open position. This provision shall in no way limit the Employer's right to seek applicants from any outside source.

(b) Transfers. Whenever a transfer is necessary, the Employer shall notify the Union and discuss with the Union options. If the Union and the Employer are unable to reach agreement on a reasonable alternative to the transfer, the Employer shall post a notice indicating which work location is overstaffed and which understaffed. Employees may then volunteer to transfer to the understaffed location(s). The most senior qualified volunteer will then be transferred. If there are insufficient volunteers, the least senior qualified employee will be transferred from the overstaffed location to the understaffed location. For purposes of this Section, the transfer shall also take into consideration programmatic concerns. Therefore, child team workers may be transferred to child or adult team positions but shall not be required to transfer to geriatric team positions; geriatric team workers may be transferred to geriatric or adult team positions but shall not be required to transfer to child team positions; adult team workers shall not be required to transfer to either child or geriatric team positions. For purposes of this Section, employees in Early Intervention are considered on a child team and Day Treatment employees are considered on an adult team.

ARTICLE 14 – HOLIDAYS

(a) All regular full-time and regular part-time employees shall receive the following paid holidays as provided herein.

All holidays will be observed on the day recognized under state law.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

(b) All holidays will be based on an eight (8) hour work day (prorated for regular part time employees). If a holiday falls on an employee's work day they will be paid for no more than eight (8) hours of holiday pay at their regular salary rate and for those employees scheduled for more than eight (8) hours, they will be paid eight (8) hours of holiday pay and can use accrued vacation time to cover the remaining hours to equal the total hours scheduled for that day.

(c) Any regular employee required to work on one of the above holidays shall be paid at their regular salary rate and shall be given no more than eight (8) hours of holiday pay at a later date which is mutually agreeable to the Employer and the employee. The time off shall be on a prorated basis with the employee's regularly scheduled weekly hours as the numerator and five (5) as the denominator. The employee has the obligation to ensure that the time off is scheduled and taken within sixty (60) days of the holiday.

(d) In the event that a holiday falls during a regular employee's paid vacation, or on the employee's regularly scheduled day off, the employee shall be given no more than eight (8) hours of holiday pay at a later date which is mutually agreeable to the Association and employee. The time off shall be on a pro-rated basis with the employee's regularly scheduled weekly hours as the numerator and five (5) as the denominator. The employee has the obligation to ensure that the time off is scheduled and taken within sixty (60) days of the holiday.

(e) Except as provided in Section (d) of this Article, no holiday pay will be provided unless an employee has worked their full last scheduled workday preceding the holiday and their full first scheduled workday after the holiday, unless excused by the Association. If an employee is sick on the holiday, the holiday must be taken as no more than eight (8) hours of holiday pay and may not be charged to sick leave.

(f) Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence, layoff, or terminal vacation.

ARTICLE 15 – VACATION TIME

(a) All staff, hired from July 1, 2006 on, will begin to accrue Vacation Time upon hire and will be eligible to use it after three consecutive months of service. Such staff will accrue Vacation Time at the following rates:

0-2 years:	10 days a year maximum
at the beginning of year 3:	15 days a year maximum
at the beginning of year 4:	20 days a year maximum
at the beginning of year 10:	26 days a year maximum

(b) All Vacation Time accruals are 100% payable upon termination according to

Massachusetts' law.

- (c) Employees must give as much notice as possible to use Vacation Time.
- (d) Regular part-time employees, upon successful completion of three (3) consecutive months of service, shall be entitled to receive vacation time on a prorated basis as provided in Article 1 (c) subject to the conditions contained in this Article.
- (e) Paid vacation time should ordinarily be scheduled for full weeks, and in any case, should be taken in whole scheduled workdays. Paid vacation may not be taken until earned. All vacations must be approved in advance by the employee's supervisor.
- (f) The employee's vacation pay shall be computed on the basis of his or her regular salary at the time s/he begins to take vacation.
- (g) Vacation time maximum accruals are based on years of service and standard weekly hours.
- (h) Once in each year an employee who has taken at least two (2) weeks of vacation may receive pay for earned, but unused vacation up to a maximum of two (2) weeks. The Employer shall develop reasonable procedures and limitations to implement this section.
- (i) Vacation will not be earned during a leave of absence, layoff, or any other unpaid absence or terminal vacation.

ARTICLE 16 – SICK LEAVE

After three (3) months of employment, all full-time and part-time employees who are absent from work on account of personal illness or accident shall be entitled to receive sick leave pay for each workday missed on account of any such illness or accident, subject to the following conditions:

- (a) A full-time employee shall accrue sick leave benefits from their date of employment, at the rate of eight (8) hours for every month worked or paid for, to a maximum of twelve (12) days or ninety-six (96) hours per year. A part-time employee shall accrue sick leave benefits on a pro-rated basis as provided in Article 1(c).
- (b) Sick leave shall be paid at the employee's current regular salary rate without duplication of payments required under any law, including worker's compensation. An eligible employee shall receive sick pay for the number of scheduled hours in each scheduled workday that the employee is absent from work on account of personal illness or accident not to exceed sick leave already accrued.
- (c) Sick leave shall be granted to an employee under the following circumstances:
 - (i) When an employee experiences personal illness or injury;
 - (ii) When the spouse, child or parent of either the employee or their spouse or a relative living in the immediate household of the employee is seriously ill; or
 - (iii) When an employee has a medical appointment they are unable to

schedule during non-working hours.

(d) Any allowable sick leave with pay unused in any one year may be carried over to the next year.

(e) In order to be granted sick leave, the employee must have completed three (3) months of employment and the employee must notify the employee's supervisor prior to the employee's reporting time for work. In the event that an employee claims absence for five (5) or more consecutive scheduled workdays or the Employer otherwise has reason to question the reasons for the employee's absence, the Employer shall have the right to require the employee to provide evidence of sickness or injury from a qualified medical professional satisfactory to the Employer prior to granting paid sick leave. In addition, the Employer may require an employee to provide evidence satisfactory to the Employer of their ability to return to work.

(f) Employees are not entitled to sick leave with pay for any illness or accident occurring while they are on vacation, leave of absence, layoff or any other unpaid time off from work. In the event that an employee on vacation is hospitalized, upon proof of such hospitalization, the employee will be allowed to receive sick leave with pay instead of using vacation time.

(g) Any earned, but unused, sick time shall not be added to any vacation or termination pay.

(h) In the event that a bargaining unit member has or will soon exhaust their sick time due to a catastrophic illness or extraordinary or unusual circumstances, to the employee or to a member their immediate family (spouse, spouse equivalent, child or parent of either the employee or their spouse or a relative living in the immediate household of the employee), the affected employee shall give written notice to the Employer's Chief Executive Officer or their designee of the situation. The Chief Executive Officer or their designee may approve the donation of accrued sick time to said employee. No employee may donate more than seven (7) earned, but unused, sick days in a calendar year to another employee. Nor can the recipient receive more than sixty (60) days of donated sick time in a calendar year for multiple events or illnesses. Eligibility for donated sick leave will be determined by the Employer in consultation with the employee's supervisor. For purposes of the provision, catastrophic illness is defined as cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, acquired immune deficiency syndrome, and other serious or life threatening illnesses or accidents.

ARTICLE 17 – INSURANCE BENEFITS

(a) The Employer shall arrange for the insurance coverage provided in this Article. Such coverage may be provided, at the Employer's sole discretion, through a policy or policies issued by an insurance carrier, through a nonprofit plan or organization, through a self-insured plan, or through a combination of any or all of such methods, provided that the present level of benefits will be reasonably duplicated.

(b) Health Insurance.

(i) Regular full-time and regular part-time employees shall have the

option to participate in the Employer's health insurance plans as offered by the Employer. The Employer will pay a flat rate (one for single and one for family coverage) regardless of the specific health insurance plan chosen by the employee.

If the health insurance premiums for the existing plans are scheduled in writing by the carrier to increase or decrease, the Employer will apply the percentage of increase or decrease evenly to the agency and employee share.

The cost of health insurance coverage for staff who are hired after July 1, 2006 and who are part-time (20-39 hours a week) will be pro-rated.

(ii) Same Gender Coverage. Effective June 25, 2003, family coverage includes individuals of the same gender in committed relationships subject to evidence satisfactory to the Employer and insurance carrier.

(iii) Eligibility. Employees shall be eligible to participate in a health insurance plan, beginning as of the first day of the next calendar month following their date of employment.

(c) Life Insurance. The Employer shall continue to provide a life insurance plan offered pursuant to Section (a) above under the terms and conditions in effect on the effective date of this Agreement.

(d) Dental Insurance. Regular full-time and part-time employees shall have the option to participate in the Employer's dental insurance plans as offered by the Employer. The Employer will pay a flat rate (one for single and one for family coverage) regardless of the specific dental insurance plan chosen by the employee.

If the dental insurance premiums for the existing plans are scheduled in writing by the carrier to increase or decrease, the Employer will apply the percentage of increase or decrease evenly to the Employer and employee share.

The cost of dental insurance coverage for staff who are hired after July 1, 2006 and who are part-time (20-39 hours a week) will be pro-rated.

(ii) Eligibility. Employees shall be eligible to participate in a dental insurance plan, beginning as of the first day of the next calendar month following their date of employment.

(e) Malpractice Insurance. The Employer will make every effort to continue to provide malpractice insurance under the terms and conditions in effect on the effective date of this Agreement at no cost to the employee. The Employer shall provide a copy of such insurance to the Union, upon written request.

(f) It is agreed that the Employer's only obligation is to pay its share of the cost of the insurance plans referred to in Sections (b), (c), (d) and (e) above, and that in all matters with respect to coverage, payments, or benefits and the amount thereof, the master policy issued by the insurance carriers shall control.

(g) Employer contributions for the insurance coverage provided in Sections (b), (c), (d), and (e) above of employees who terminate for any reason, including employees who are laid off, shall cease on the date of such termination. Within ten (10) business

days of an employee's termination, the Employer shall notify the terminated employee of the date upon which their coverage under any group insurance policy shall terminate.

(h) The maximum contribution for the Flexible Spending Account (FSA) is consistent with Federal Limits.

ARTICLE 18 – RETIREMENT

The Employer offers a 403b retirement plan and will match employee contributions of up to three percent (3%) of up to \$20,000 of an employee's salary.

Matching and vesting will occur on the following schedule:

Year	Match	Vesting
1	\$.25 per dollar	0%
2	.40 "	40%
3	.60 "	60%
4	.80 "	80%
5	1.00 "	100%

Employees here for 5+ years receive a dollar-for-dollar match for 3% contribution with a \$20,000 salary maximum. All employees hired between July 1st and December 31st will be eligible for a prorated Employer match as long as they are employed as of June 30th of the next year (end of the plan year). Each plan year, new hires who participate in the plan must be hired by/before December 31 to receive a prorated contribution and existing employees must be employed continuously for the entire plan year.

ARTICLE 19 – UNPAID LEAVES OF ABSENCE

Employees who have completed their probationary period will be eligible for unpaid leaves of absence pursuant to this Article.

Applicable Leave Laws. The Employer agrees to fully comply with the Family and Medical Leave Act (FMLA), the Massachusetts Maternity Leave Act and the Small Necessities Leave Act. Paid leave time may be used during such leaves pursuant to this section at the employee's option.

- (a) Maternity Leave. – An Employee who becomes pregnant must notify the Employer of the expected date of delivery as soon as possible. Requests for maternity leave for the purpose of giving birth must be made in writing to the Division Director at least two (2) weeks prior to the date of commencement of the requested leave, and will indicate the approximate date of return to work. An unpaid maternity leave will be granted for up to four (4) months.
- (b) Adoption Leave. An employee planning to adopt a child must notify the Employer as soon as possible. Requests for adoption leave must be made in writing to the Division director at least two (2) months prior to the date of the commencement of the requested leave unless verifiable circumstances beyond the reasonable control of the employee necessitate a shorter notice, and will indicate the date of return to work. An unpaid adoption leave will be granted for up to twelve (12) weeks.

- (c) Child Rearing Leave. Requests for child rearing leave must be made in writing to the Division Director at least two (2) months prior to the date of the commencement of the requested leave, of the requested leave, unless verifiable circumstances beyond the reasonable control of the employee necessitate a shorter notice, and will indicate the date of return to work. An unpaid child rearing leave will be granted for up to twelve (12) weeks, including any leave for child birth or adoption.
- (d) Return from Leave. An employee returning from a leave of absence pursuant to this Article shall be placed in the same or similar bargaining unit classification (schedule, number of hours) as they were in prior to the leave. In the event there is no vacancy and it becomes necessary to lay off another employee to reinstate an employee returning from leave, such layoff will be in accordance with the terms of this Agreement
- (e) Nothing in this article shall prevent the Employer from granting an unpaid leave of absence at its discretion to any employee.

ARTICLE 20 – TRAVEL ALLOWANCE

(a) Employees who have administrative approval to use their cars for Employer business shall be reimbursed at the rate allowed by the Internal Revenue Service for “Business Miles Driven” in accordance with the Employer’s policies and procedures. The Employer will pay the reasonable costs of parking and tolls incurred by the employee in the direct performance of their job, including the attendance at meetings, home visits and other required activities during the working day, provided such costs are approved by the employee’s supervisor and the employee provides required receipts and other documentation. It is expressly understood and agreed that this Article does not apply to home to work or work to home costs, initial parking expenses, or other regular daily transportation expenses. Employees must complete and submit Staff Mileage within the agency’s electronic mileage system on a calendar month basis and submissions more than ninety (90) days old are subject to denial. All expenses for any fiscal year (July 1- June 30) must be submitted by the third week of July of the next fiscal year (i.e. for fiscal year 2010, all expenses must be submitted by the third week of July 2010).

(b) Any employee who has administrative approval to use public transportation in lieu of their cars for Employer business shall be reimbursed for the actual cost for such transportation provided they follow Employer policies. The Employer will pay the actual costs of train, subway or bus fares incurred by the employee in the direct performance of their job, including the attendance at meetings, home visits and other required activities during the working day, provided such costs are approved by the employee’s supervisor and the employee provides required receipts and other documentation. If the purchase of a monthly T-pass is more economical than reimbursement for single rides, the Employer will approve the purchase of a monthly pass so long as it continues to be more economical. It is expressly understood and agreed that this policy does not apply to home to work or work to home costs, initial parking expenses, or other regular daily transportation expenses.

(c) Parking Tickets: An employee shall be responsible for paying parking tickets on their vehicle, except in dire circumstances where an acceptable written explanation is provided to the Chief Executive Officer. Such explanation, with a copy of said ticket, shall be furnished within five (5) business days of receiving such ticket. The Employer will not be responsible for any late charges incurred. The decision of the Chief Executive Officer is final.

ARTICLE 21 – BEREAVEMENT

Each regular employee shall be entitled up to five (5) consecutive days leave in the case of death in the immediate family for the purpose of attending the funeral or to take care of matters necessarily attendant to such death. The first day of leave must be taken the day of or day after the death and the employee will be paid for up to five (5) consecutive days for time lost from their regular schedule as a result of such absence. In extenuating circumstances, an employee may request to change the start date of the leave by writing to the CEO, or their designee, (email accepted) within twenty-four (24) hours of the day of the death. The written request must include an explanation of the extenuating circumstances. The CEO, or their designee, will respond within twenty-four (24) hours of the request, and authorization will not be unreasonably denied. The CEO's, or their designee's, decision will be final and not subject to the Grievance Process.

"Immediate family" shall include parents, step parents, spouse, domestic partner, children, step-children, brother, sister, grandparents, parents-in-law, grandchildren and person or parent of person living in the employee's immediate household. A day is defined as an employee's regularly scheduled hours worked each workday, excluding overtime.

In the event of a death in a regular employee's extended family (aunt, uncle, brother-in-law, sister-in-law) the day of the funeral will be granted as Bereavement time-off without the loss of pay.

Notification must be given within a reasonable time period to the employee's supervisor and employees may be asked to furnish verification of the death and relationship to the deceased.

ARTICLE 22 – CIVIC DUTY LEAVE

(a) Jury Duty. Any regular full-time employee who is absent from scheduled work with the Employer for jury duty shall receive the difference between what the employee would have earned at their regular salary rate of pay had the employee been at work and the payment received for such jury duty provided (i) the employee furnishes the Employer with evidence of jury pay from the clerk of the court wherein they served as a juror and (ii) the employee reports for work on a regularly scheduled workday when s/he is excused from jury duty at such time as will permit the employee to return to work. Employees must notify their supervisor within ten (10) calendar days of receipt of a summons to appear for Jury Duty and provide documentation of such on request.

(b) Witness Duty. In the event that a regular full-time employee is subpoenaed to court to testify as a witness in a criminal proceeding in which the employee is not a party, the employee shall receive the difference between what the employee would have earned at their regular salary rate of pay had the employee been at work and the payment

received for such witness duty provided (i) the employee furnishes the Employer with evidence of witness pay and (ii) the employee reports for work on a regularly scheduled workday when the employee is excused from witness duty at such time as will permit the employee to return to work. Employees must notify their supervisor within ten (10) calendar days of receipt of a summons to appear for Witness Duty and provide documentation of such on request.

ARTICLE 23 – CONTINUING EDUCATION

(a) Regular full-time employees may request in writing a period up to sixty (60) hours with pay for professional enrichment in a fiscal year. This benefit is subject to the condition that the course or seminar has been determined to be job related and approved in advance and in writing by the employee's supervisor. Approval of an educational leave shall be at the sole discretion of the employee's direct supervisor and Program Director/Division Head. Refer to Article 1 for service requirement eligibility.

(b) Educational leave pay and/or reimbursement is not available if the employee is scheduled to be or is on a leave of absence during the period of time when the employee would be taking the course or seminar.

(c) Employees shall be entitled to receive up to four hundred and fifty dollars (\$450.00) as reimbursement for tuition or registration fees for conferences, workshops, courses, seminars and professional meetings attended for professional enrichment, including paid supervision to meet licensure requirements, in a fiscal year. To be eligible for reimbursement, the employee shall provide the Employer with evidence of such payment in accordance with Employer policy and procedure. In the event that an employee has exhausted their allowed reimbursement for the fiscal year, the Employer may provide additional reimbursement where the conference, workshop, course, seminar or professional meetings that directly augment the Employer's ability to deliver services. Such cases will be reviewed on a case by case basis and the decision to reimburse in these cases will be at the sole discretion of the Chief Executive Officer. Provided the decision on which employee(s) receive the additional payment is not arbitrary or capricious. Refer to Article 1 for service requirement eligibility.

(d) Regular part-time employees, who work twenty (20) hours a week or more, shall be entitled to educational leave and reimbursement on a pro-rata basis.

(e) For purposes of this Article professional enrichment shall include seminars, courses, conferences, workshops, grand rounds and/or any other such activity which is not requested or required by the Employer. Educational materials (books, manuals, etc,) will require prior approval by the employee's direct supervisor and/or Program Director/Division Head before qualifying as professional enrichment.

(f) Staff will be reimbursed for up to a total of \$250.00 per year for the cost of renewals of professional licenses required by the position and/or job description. The Employer will develop reasonable procedures and limitations to implement this section.

ARTICLE 24 – CONTRACTING OUT

No Employer employee shall be laid off because of the Employer's decision to

subcontract client treatment hours. If in the exercise of its discretion, the Employer deems it necessary to subcontract client treatment hours, such hours shall be posted and offered to qualified members of the bargaining unit on a voluntary basis consistent with Employer policy.

ARTICLE 25 – JOB DESCRIPTIONS

An employee shall be provided with a copy of their job description upon hire, upon changing positions and upon written request.

ARTICLE 26 – WORKING CONDITIONS

The Employer and the Union recognize the importance of providing a safe and healthy working environment. The Employer pledges to make a good faith effort to provide such an environment for its staff. The Union pledges that employees will provide the Employer with prompt notification of any safety and health concerns. Subject to fiscal constraints and the necessity of maintaining an efficient operation, the Employer also agrees to continue to provide existing lounge facilities for its staff. Alleged violations of this Article shall be subject to the grievance procedure, but not to the arbitration provisions of this Agreement.

ARTICLE 27 – PERSONNEL RECORDS

(a) Each employee shall have the right, upon written request (includes email), to examine any and all material, including evaluations, contained in any personnel records concerning such employee. An employee who makes a written request for a copy of their personnel records will be allowed one copy free of charge, and charged a reasonable copying fee for any additional copy(s). The Union shall have access to an employee's records upon written authorization (includes email) of the employee involved.

(b) Whenever any material, not generated and signed by the employee related to the employee's performance and/or behavior is placed into the personnel file of a current employee, the employee shall be promptly notified and given a copy thereof.

ARTICLE 28 – COMMITTEES

(a) Employer Committees. When the Chief Executive Officer or their designee establishes a committee to study matters or issues which affect bargaining unit employees, the Employer agrees to appoint at least one bargaining unit representative chosen by the Union to such committee. No matters discussed or decided upon at such committee meetings shall amend this Agreement or shall be subject to the grievance and arbitration provisions of this Agreement. Any amendment to this Agreement shall be reduced to writing and signed by all parties.

(b) Labor-Management Committee. The Union and the Employer agree that during the life of this Agreement, individuals from both parties (not to exceed three (3) from each unless the parties agree to a greater number) will be designated before each meeting in writing by each party to the other, for the purpose of meeting monthly at mutually agreeable times and places to discuss matters of common concern and to promote better communication and understanding with each other. The meetings may be on work time. Such meetings shall not affect the Employer's rights under Article 5 –

Management Rights and 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. Such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement.

Matters of common concern may include, but are not limited to the following topics: delivery of service, quality improvement, training and education, resources, methods and means of production and productivity.

ARTICLE 29 – CLIENT CONTACT HOURS

A clinician's productivity shall be determined by Client Contact Hours which shall be defined as hours spent providing direct service and reimbursable consultation. The Employer shall apply the definition of Client Contact Hours in all of the outpatient clinics. Each clinician will receive a summary of their Client Contact Hours on a monthly basis.

ARTICLE 30 – SALARIES

(a) The salary schedule in effect during the life of this Agreement shall be as set forth in Appendix A, "Hiring Scale", attached hereto and made a part thereof.

(b) The Employer may hire new employees at a salary higher than entry level on the scale provided that the placement of such new employee reflects that employee's prior relevant experience and provided that no employee is hired at a salary level higher than that of a current employee whose experience, qualifications or skills are substantially similar to the new employee who is being hired. Should the Employer determine that a new employee be hired at a salary which is above that of current bargaining unit members with substantially similar experience, qualifications or skills and who are performing a substantially similar job, then the Employer must increase the salary of those other employees to the same level as the hiring salary.

(c) The Employer reserves the right at its sole discretion to employ individuals with unusual or hard to recruit credentials if required or preferred for a position at a higher salary than in the salary scale.

(d) If the Employer requires foreign or sign language ability as an essential requirement for a bargaining unit position, it will, upon initial hire of the successful applicant, pay that employee a \$5000.00 annual differential. Employees employed prior to November 30, 2022 who are receiving a differential equal to twelve percent (12%) of the employee's base salary will continue to do so. Provisions of the differential for foreign or sign language shall not be subject to the provisions of Article 30(b) above.

Employees who work in positions in Emergency Services for which foreign language ability is not an essential requirement, but who possess bilingual skills in a language that is used with some regularity such as Spanish shall be paid a differential of 5% of the employee's base salary and employees who possess bilingual skills in a language that is used with less regularity such as Portuguese shall be paid a differential of 3% of the employee's base salary.

(e) When a bargaining unit member provides outpatient mental health treatment on a fee-for-service basis, they shall be paid the same rate as fee-for-service

providers not in the bargaining unit.

Outpatient mental health treatment does not include allied health services (speech pathology, occupational therapy, physical therapy or nursing).

The Employer agrees to pay appropriately credentialed allied health professionals on a fee-for-service basis at the same rate as it pays allied health professionals not in the bargaining unit.

The Employer agrees that it will not pay any individual providing allied health services on a fee-for-service basis at a rate higher than the rates paid to allied health bargaining unit members with comparable experience and credentials.

(f) MR and BEST clinicians required to carry a beeper overnight during off duty hours will be paid \$50.00 for the first two eight-hour shifts to carry a beeper and \$75.00 per case coverage during the shift. Staff will be paid \$100.00 for the third shift carrying a beeper and each such shift thereafter with another \$100.00 paid per case coverage during such shifts.

IHT clinicians required to carry a beeper will be paid a differential at the rate of \$2,000.00 per annum.

(g) Program Adjustments: the Employer will adhere to pay rate adjustments as outlined by the State and/or authorizing Agency.

ARTICLE 31 – MISCELLANEOUS

(a) Supervision. For the purposes of addressing our mutual intent to support the delivery of high quality services in accordance with accepted standards of practice, the Employer will provide adequate supervision to all employees. The Employer will make every effort, where possible, to provide supervision that meets licensing standards and supports the professional growth of its employees.

(b) Annuity Plan. The Annuity Plan shall be continued in effect through the term of this Agreement on the same terms and conditions in existence on the effective date of this Agreement.

c) Cellular Phones. Upon the written request of either party, the Agency's cell phone reimbursement structure and amounts for bargaining unit employees will be reviewed annually by the Labor/Management Committee. The monthly cell phone stipend will be increased from \$30 to \$40 per month.

d) Cell Phones and ECS Caseload. a Labor/Management Committee to address the issues of Cell Phones and ECS Caseload will be established within a month of ratification and will meet monthly.

ARTICLE 32 – LEGAL CONFLICT

Should any provision of this Agreement be adjudged unlawful by a court of competent jurisdiction or other tribunal, such provision shall be treated for all purposes as null and void, but all other provisions of this Agreement shall continue to be in full force and effect. The parties shall renegotiate the unlawful provisions.

ARTICLE 33 – ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement of the Employer and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced in writing and signed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands 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. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including all such subjects or matters which either were or could reasonably have been within the knowledge or contemplation of either or both parties at the time this Agreement was signed.

ARTICLE 34 – DURATION AND RENEWAL


The preceding provisions of this Agreement will be effective as of October 1, 2022 (except as otherwise provided), and will remain in full force and effect through midnight, September 30, 2025. The Agreement will continue in effect from year-to-year thereafter unless written notice of desire to modify or terminate this Agreement is given by either party to the other ninety (90) days prior to September 30, 2025, or ninety (90) days prior to September 30 of any year thereafter.

Wage Openers:

- Either party may provide written notice to the other no less than sixty (60) days prior to September 30, 2023 of its desire to open the Agreement for the purpose of negotiating wages.
- Either party may provide written notice to the other no less than sixty (60) days prior to September 30, 2024 of its desire to open the Agreement for the purpose of negotiating wages.

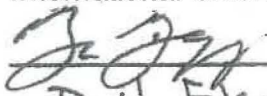
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 1st day of February, 2023

North Suffolk Community Services, Inc.



Damien CABEZAS
President & CEO

Local 509 Service Employees
International Union



David Foley
President

APPENDIX A

Hiring Scale for SEIU, Local 509 Employees - Professional Unit

Date Agreed on: 10.01.2022

Hiring Scale Steps

Classifications:	1 0 - 2.11	2 3 - 4.11	3 5 - 6.11	4 7 - 8.11	5 9 - 10.11	6 11 - 12.11	7 13 +
Clinician							
Bachelors Level	\$47,212	\$ 48,628	\$ 50,087	\$ 51,590	\$ 53,138	\$ 54,732	\$ 56,374
Masters Level (MSW,LCSW)	\$58,000	\$ 59,740	\$ 61,532	\$ 63,378	\$ 65,280	\$ 67,238	\$ 69,255
Masters Indep Licensed	\$68,672	\$ 70,732	\$ 72,854	\$ 75,040	\$ 77,291	\$ 79,610	\$ 81,998
Developmental Specialist / Service Coordinator							
Bachelors Level	\$48,822	\$ 50,287	\$ 51,795	\$ 53,349	\$ 54,950	\$ 56,598	\$ 58,296
Masters Level	\$58,000	\$ 59,740	\$ 61,532	\$ 63,378	\$ 65,280	\$ 67,238	\$ 69,255
CBHC							
CBHC MA Level (MSW,LCSW)	\$62,000	\$ 63,860	\$ 65,776	\$ 67,749	\$ 69,782	\$ 71,875	\$ 74,031
CBHC MA Indep Licensed	\$70,000	\$ 72,100	\$ 74,263	\$ 76,491	\$ 78,786	\$ 81,149	\$ 83,584
Mobile Clinician	\$70,000	\$ 72,100	\$ 74,263	\$ 76,491	\$ 78,786	\$ 81,149	\$ 83,584
Registered Nurse							
RN Medicaid Eligible (BA/BSN)	\$80,046	\$ 82,447	\$ 84,921	\$ 87,468	\$ 90,092	\$ 92,795	\$ 95,579
RN Supervisor/Coordinator	\$74,037	\$ 76,258	\$ 78,546	\$ 80,902	\$ 83,329	\$ 85,829	\$ 88,404
RN,CS APRN (%50 Presc)	\$129,189	\$ 133,065	\$ 137,057	\$ 141,169	\$ 145,404	\$ 149,766	\$ 154,259
RN,CS APRN Prescribing	\$153,332	\$ 157,932	\$ 162,670	\$ 167,550	\$ 172,576	\$ 177,753	\$ 183,086
MA Supervisor / Coordinator	\$83,050	\$ 85,542	\$ 88,108	\$ 90,751	\$ 93,474	\$ 96,278	\$ 99,166
CBHC Nursing							
RN Medicaid Eligible (BA/BSN)	\$85,000	\$ 87,550	\$ 90,177	\$ 92,882	\$ 95,668	\$ 98,538	\$ 101,494
SLP							
MA CFY	\$76,612	\$ 78,911	\$ 81,278	\$ 83,716	\$ 86,228	\$ 88,815	\$ 91,479
MA CCC	\$79,831	\$ 82,226	\$ 84,693	\$ 87,234	\$ 89,851	\$ 92,546	\$ 95,323
MA Supervisor / Coordinator	\$83,050	\$ 85,542	\$ 88,108	\$ 90,751	\$ 93,474	\$ 96,278	\$ 99,166

OT/PT

BA Licensed	\$76,612	\$ 78,911	\$ 81,278	\$ 83,716	\$ 86,228	\$ 88,815	\$ 91,479
MA Licensed	\$79,831	\$ 82,226	\$ 84,693	\$ 87,234	\$ 89,851	\$ 92,546	\$ 95,323
OT/PT Supervisor / Coordinator	\$83,050	\$ 85,542	\$ 88,108	\$ 90,751	\$ 93,474	\$ 96,278	\$ 99,166

**Licensed Psychologist
Ph.D.**

\$89,941	\$ 92,639	\$ 95,418	\$ 98,281	\$ 101,229	\$ 104,266	\$ 107,394
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**Intensive Care
Coordinator**

ICC BA	\$47,212	\$ 48,628	\$ 50,087	\$ 51,590	\$ 53,138	\$ 54,732	\$ 56,374
ICC MA	\$58,000	\$ 59,740	\$ 61,532	\$ 63,378	\$ 65,280	\$ 67,238	\$ 69,255
Senior ICC	\$62,828	\$ 64,713	\$ 66,654	\$ 68,654	\$ 70,713	\$ 72,835	\$ 75,020

Differentials/Comments

- Language (12%) employees employed prior to November 30, 2022 who are receiving the 12% differential – Based on proficiency, for number of positions by program based on management assessment of need
- Language (\$5000.00) employees employed on and after November 30, 2022 – Based on proficiency, for number of positions by program based on management assessment of need
- CADAC license – 12% of Step placed on Bachelor Level scale
- Ph.D. (not licensed) – Placed on step 1 of Licensed Ph.D. scale
- Team Leader – \$2,500 – Number of positions set by management by program based on need
- IHT Staff – Beeper Coverage \$2,000/year for FTE at Management Prerogative
- ICC Staff employed as of 6/30/12 will be placed on the hiring scale effective 6/30/12
- EI Specialist (DPH certified) – \$2,000 - Receive increase upon completion of DPH certificate (pro-rated for less than 40 hour staff)
- EI Specialists – those that are independently licensed at the time of hire or achieve independent licensure while employed shall receive a \$1200 annual differential (Pro-rated for less than 40 hour staff)
- Certified Clinicians and Clinical Supervisors – Number of positions set by management by program based on need. If position is required, employee must possess competencies as defined by each individual program and approved by each manager.
- For Sr. Intensive Care Coordinator Position, the definitions of Creditable Experience for MA Level Clinicians are used.

Effective on October 1, 2022

- employees will be paid according to the pay rates included in Appendix A
- employees currently earning at a level greater than #7 of their classification will receive the greater of 3% over the #7 rate or a 7.3% increase to their current pay rate.
- employees will be placed on Appendix A based on relevant experience per criteria in Appendix B.

APPENDIX B

Definitions of Creditable Experience for SEIU, Local 509 Employees Effective July 1, 2002

*125% credit for North Suffolk Community, Services, Inc. experience

*100% credit for prior experience

*Any experience without specific dates (month listed) is given 7 months credit for that year

*No internship / co-op / volunteer work is given credit

Early Childhood Services

Development Specialist, BA and MA

OT/ PT/ SLP

Social Workers

Any employee hired at ECS must have direct Early Intervention/Childhood experience to be creditable. 50% pre-Bachelor's degree. 100% post-Bachelor's degree.

Clinician, BA Level

Experience must be related to position and / or population. 50% pre-Bachelor's degree. 100% post-Bachelor's degree.

Clinician, MA level (MA, MS, MSW, LCSW)

Experience must be related to position and / or population. 50% pre Master's. degree. 100% post-Master's degree. LCSW: In addition to the above creditable service, one year additional service credit post LCSW.

Clinician, Master's Independently Licensed (LCSW, LMHC)

Clinician, Clinical Supervisor

Experience must be related to position and / or population. 50% post-Bachelor's degree, 50% pre-Master's degree, 100% post-Master's degree. Reclassification to Masters Independently Licensed on Appendix A Classification Grid post attainment of independent licensure as the same step as prior to independent licensure.

Case Coordinator

Experience must be related to position and / or population. 50% post-Bachelor's degree. 100% post-License.

Emergency Services Worker

Experience must be related to position and / or population. 50% post-Bachelor's degree. 100% post-Master's degree.

Registered Nurse, Bachelor's Level

Must have specific nursing experience. 100% post-Bachelor's degree.

Registered Nurse, Clinical Specialist

Must have specific nursing experience and RNCS license. 50% post-Bachelor's degree. 100% post-Master's degree.

Registered Nurse, Clinical Specialist, Prescribing

Must have prescribing license and experience prescribing. 100% post-Prescribing License.

Certified Rehab. Counselor

Experience must be related to position and / or population. Must have CRC license. 50% post-Bachelor's degree. 100% post-License.

Psychologist (non-licensed)

Hired at Step 1. No experience creditable until they are licensed. Can't move up the scale until they are licensed.

Psychologist (licensed)

Experience must be related to position and / or population. 50% pre-Master's degree. 100% post-License.

Effective 6/30/12

ICC BA and MA

Current Clinician, BA level definition of creditable experienced be used for the BA level Intensive Care Coordinator job classification and the current clinician MA level definition of creditable experience be used for the MA level Intensive Care Coordinator job classification

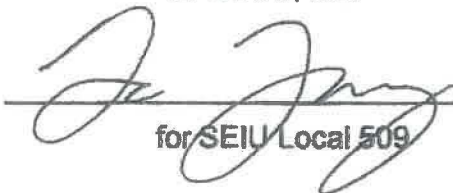
Side Letter

In addition to the above changes to the collective bargaining agreement the parties agree to the following:

- 1) When implementing Article 15 section h (vacation cashout) the parties agree that the Employer's records of vacation accrual and usage shall be sufficient to calculate whether or not an employee is eligible for cashout.
- 2) In the event the Union claims that there are Emergency Services staff who are eligible for the contractually defined 12% bilingual differential then the Union may present the basis for this claim to the Employer. If the parties can't agree on a resolution then the grievance procedure may be used to decide the issue.
- 3) In the event the Union claims that there are instances where the contract wasn't followed in determining someone's place on the hiring scale, the Union will present this claim to the Employer. Any errors made shall be corrected.
- 4) The parties agree that any disciplinary action resulting from the Employer's new Employment policy shall be only for just cause as described in Article of the collective bargaining agreement.



for NSCS, Inc.



for SEIU Local 509

2-7-23

Date

2/1/23

Date

**Memorandum of Agreement
Concerning the 6/1/24 Wage Reopener for the Professional Bargaining Unit**

SEIU Local 509 and North Suffolk Community Services, Inc. (collectively "the Parties") agree as follows:

- 1) Effective 10/1/24 the following hiring scale will be in place for Appendix A, and all union members will be placed on the scale based on relevant experience per criteria in Appendix B. [Pay implementation roster attached]

		0-2.11	3-4.11	5-6.11	7-8.11	9-10.11	11-12.11	13+
Pay Grades	Job Titles	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CLINICAL 1	Unlicensed Outpatient/CBHC Clinician, Addiction Specialist 1 (LADC 2, CADC, CADC 2), ECS Dev Specialist/Serv Coordinator MA, Unlicensed CSA MA ICC	\$67,500	\$69,525	\$71,611	\$73,759	\$75,972	\$78,251	\$80,599
CLINICAL 2	Unlicensed MCI, Licensed CSA MA ICC, Call Center, Licensed Outpatient/CBHC Clinician	\$75,400	\$77,662	\$79,992	\$82,392	\$84,864	\$87,410	\$90,032
CLINICAL 3	Licensed MCI, Licensed Community-Based, Senior ICC	\$77,500	\$79,825	\$82,220	\$84,687	\$87,228	\$89,845	\$92,540
CLINICAL 4	ACCS Clinical Coordinators, Addiction Specialist 2 (LADC 1)	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041	\$92,742	\$95,524
CLINICAL 5	PT, OT, SLP/ST	\$84,000	\$86,520	\$89,116	\$91,789	\$94,543	\$97,379	\$100,300
DIRECT CARE 5	ECS Dev Specialist/Serv Coordinators BA, BA ICC, BA Clinicians	\$56,340	\$58,030	\$59,771	\$61,564	\$63,411	\$65,313	\$67,272
MED 2	Registered Nurse BA	\$92,053	\$94,815	\$97,659	\$100,589	\$103,607	\$106,715	\$109,916
MED 4	RN CS APRN Prescribing	\$155,000	\$159,650	\$164,440	\$169,373	\$174,454	\$179,688	\$185,079

- 2) Modify first paragraph of Article 34 as follows:

The preceding provisions of this Agreement will be effective as of October 1, 2022 (except as otherwise provided), and will remain in full force and effect through midnight, September 30, ~~2025~~ 2026. The Agreement will continue in effect from year-to-year thereafter unless written notice of desire to modify or terminate this Agreement is given by either party to the other ninety (90) days prior to September 30, ~~2025~~ 2026, or ninety (90) days prior to September 30 of any year thereafter.

This is a tentative agreement between SEIU Local 509 and North Suffolk Community Services pending a majority support ratification vote of the union members in the Professional Bargaining Unit. Except as set forth in this agreement, all other provisions of the Parties' collective bargaining agreement shall remain in full force and effect.

For SEIU Local 509:

For North Suffolk Community Services:





Date:

11/8/24

Date: