

**AGREEMENT BETWEEN**  
**HEALTH AND SOCIAL SERVICES CONSORTIUM, INC.**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509**  
**(RN UNIT)**  
**EFFECTIVE JULY 1, 2024 – JUNE 30, 2027**

**TABLE OF CONTENTS**

**Article 1 – Recognition ..... 3**

**Article 2 – Probationary Period..... 3**

**Article 3 – Union Security, Dues and Voluntary Deductions..... 4**

**Article 4 – Management Rights ..... 6**

**Article 5 – Hours and Days of Work..... 6**

**Article 6 – Health and Safety ..... 7**

**Article 7 – Labor-Management Committee .....7**

**Article 8 – Vacancies, Postings, and Selection..... 7**

**Article 9 – Grievance Procedure ..... 8**

**Article 10 – Discipline and Discharge ..... 9**

**Article 11 – Non-Discrimination..... 9**

**Article 12 – Union Business..... 10**

**Article 13 – Seniority ..... 11**

**Article 14 – Job Descriptions ..... 11**

**Article 15 – No Strike/No Lockout ..... 12**

**Article 16 – Severability ..... 12**

**Article 17 – Layoff and Recall ..... 12**

**Article 18 – Travel Reimbursement ..... 13**

**Article 19 – Insurance Benefits..... 13**

**Article 20 – Retirement Savings Plan..... 14**

**Article 21 – Wages ..... 14**

**Article 22 – Vacations..... 15**

**Article 23 – Personal Leave..... 16**

**Article 24 – Sick Leave ..... 16**

**Article 25 – Administrative Leave..... 17**

**Article 26 – Bereavement/Emergency Leave..... 17**

**Article 27 – Parental leave ..... 17**

**Article 28 – Holidays..... 18**

**Article 29 – Longevity..... 19**

**Article 30 – Duration and Renewal..... 20**

## **Preamble and Purpose of Agreement**

This Agreement is made for July 1, 2024, through June 30, 2027, by and between Health and Social Services Consortium, Inc. (hereinafter referred to as the “Employer,” “HESSCO” or the “Agency”), and Local 509, Service Employees International Union (hereinafter referred to as the “Union”).

WHEREAS, the Employer and the Union agree that the Employer and employees’ primary mission is to provide older adults and individuals living with a disability and caregivers the opportunity to live life with dignity, independence and self-determination through the provision and coordination of a wide array of services and supports;

WHEREAS, the purpose of this Agreement is to promote the dignity of all employees in the bargaining unit, to assure proper mutual respect and dignity to all parties and to promote harmonious relations between the Employer and the Union, to secure efficient operations, and to establish standards of working conditions for employees within the collective bargaining unit;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **Article 1 – Recognition**

The Agency recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining over wages, hours and other terms and conditions of employment for all employees in the following unit, as certified by the National Labor Relations Board in Case Number 01-RC-246694:

All full-time and regular part-time Registered Nurses.

Excluding all clerical employees, managers, guards, supervisors, and all other employees.

### **Article 2 – Probationary Period**

Bargaining Unit employees shall be required to serve a probationary period of three [3] calendar months. This period shall commence on the employee’s first day of work. HESSCO retains the sole discretion to extend the probationary period one [1] time by up to an additional three (3) months. If the probationary period is extended, the Employer will notify the employee and the employee may request the reasons for the extension. If requested, HESSCO shall provide those reasons in writing in a timely manner but no later than one (1) week after the request has been made. The probationary period may be further extended by mutual agreement of the Parties. During the probationary period an employee shall be considered at-will and may be discharged or disciplined with or without just cause and such discharge or discipline shall not be grievable.

### **Article 3 - Union Security, Dues and Voluntary Deductions**

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

**Section 2** In the event an employee covered by this Agreement either refuses and fails to acquire and maintain union membership and tender to the Union the periodic dues that are obligations of members, or refuses to pay to the Union an agency service fee in lieu of Union membership, the Employer shall, upon written notice from the Union, give the Employee three weeks to come into compliance with this Article. If after such time the employee does not come into compliance, the employee will be terminated.

**Section 3** For the duration of the Agreement, HESSCO will not transmit dues to any labor organization, other than the SEIU, Local 509. An employee may consent in writing to the authorization of the deduction of Union dues from his/her pay and to the designation of the Union as the recipient thereof.

**Section 4** The Employer agrees to deduct Union dues, and/or agency service fees with each paycheck from the pay of employees who authorize such deductions by submitting the appropriate signed authorization to the Employer. If an Employee wishes to revoke his/her dues or agency service fee deduction authorization, the Employee may do so by providing written notice to the Union and Employer. 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 an Employee's 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. Per pay period, 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, last four digits of Social Security number, Unique Employee ID Number, Job classification/title, Gross pay subject to dues, Hourly pay rate, Hours subject to dues worked, Pay period end date, Amount of dues deducted, Amount of agency fees deducted, Amount of Political Education Fund (COPE) Fees deducted (if applicable)

This information shall be provided electronically, in a password-protected Microsoft Excel spreadsheet. Each data point will be represented in its own column. Each employee will have

their information combined or the entire pay period into one row. The file will be named using the “EmployerName-DuesReport-ReportDate.xlsx” naming convention. The information will be sent to dues@seiu509.org.

**Section 5** 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, Dues and Voluntary Deductions Article in this agreement. Each month the Employer shall also notify the Union of each new Employee and terminated Employee including the following information as detailed below.

This information shall be provided electronically, in a password-protected Microsoft Excel spreadsheet. Each data point will be represented in its own column. Each individual employee will have their information in one row each. The file will be named using the “EmployerName-TerminationReport-ReportDate.xlsx” naming convention. The information will be sent to dues@seiu509.org, to the Union representative, and to the Grievance representative.

The Employer will also provide the Union with the following information regarding all bargaining unit members on a quarterly basis, (every January 1, April 1, July 1, October 1).

Name, Home Street Address, Home City, Home State, Home Zip Code, Home Phone Number, Cell Phone Number, Work Phone Number, Personal Email, Work Email, Job Title, Hire Date, Work Location Street Address, Work Location City, Work Location State, Work Location Zip Code, Last four digits of social security number, Unique Employee ID Number, Rate of Pay, Date of termination (if applicable)

**Section 6** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer in reliance upon written authorization of the employees or written statements by Union representatives or for the purpose of complying with this Article. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold harmless from any claim, actions or proceedings by any employee arising from deductions by the Employer hereunder. Once deductions are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

**Section 7** An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be on a standard union form and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving notice in writing to the Union.

## **Article 4 – Management Rights**

**Section 1** All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in HESSCO and may be exercised by HESSCO at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to determine and effect HESSCO's mission, programs, objectives, activities, resources, and priorities; to establish and administer procedures, rules and regulations, and direct and control HESSCO's operations; to alter, extend or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities, and assignment of employees; to establish, maintain, modify, or enforce standards of performance, conduct, order, and safety; to evaluate, determine the content of evaluations, and determine the processes and criteria by which employees' performance is evaluated; to establish and require employees to observe HESSCO's rules and regulations; to assign work locations; to schedule hours of work; to recruit, hire, or transfer; to determine all matters relating to employee hiring and retention; to subcontract all or any portion of any operations; to discipline, suspend and discharge employees for just cause; and to discuss terms and conditions of employment directly with new employees and to inform such employees directly concerning employment matters.

**Section 2** HESSCO, in not exercising any function hereby reserved to it in this Article, or in exercising any such function in a particular way, will not be deemed to have waived its right to exercise such function or preclude HESSCO from exercising the same in some other way.

## **Article 5 – Hours and Days of Work**

**Section 1** The standard work schedule is 35 hours per week, seven (7) hours per day, Monday through Friday, with normal business hours from 8:30 a.m. to 5:00 p.m., including a thirty (30) minute unpaid lunch break. Any employee who has completed the probationary period and who wishes to work a flexible schedule shall bring such request, in writing, to the Executive Director who shall have complete discretion in granting or denying the request. Flex schedules tentatively approved by the Executive Director will be in effect on a temporary basis, for 90 days, unless the Executive Director decides to cease the flexible schedule during that period. At the conclusion of the 90-day period, the Executive Director, in his or her complete discretion, will determine whether the schedule will remain in effect moving forward. HESSCO reserves the right to rescind the allowance of a flex schedule at any time, but it may not be rescinded for arbitrary reasons.

**Section 2** During the weeks in which a holiday occurs, all employees who work an approved four-day week must work a regular schedule from 9:30 a.m. to 5:00 p.m. for a total of 28 hours and count the holiday as 7 hours.

**Section 3** An employee shall report absences to his/her supervisor no later than 9:30 a.m. of that day. If their supervisor cannot be reached on the phone, the employee must leave a message for the receptionist. All absences will be charged to employee leave time or absence without pay.

**Section 4** Employees already on flex schedules at the time of the ratification of this Agreement will not lose their flex schedule and do not have to reapply for their existing flex schedule. However, those employees will be subject to the same provisions outlined in this Article.

### **Article 6 – Health and Safety**

The Employer recognizes its obligation to provide a safe and healthy work environment for all employees. The Union acknowledges that each employee is obligated to obey reasonable rules related to health and safety. If an employee believes that an unsafe condition exists, they shall bring such condition to the attention of their supervisor and the Employer will promptly address the issue.

### **Article 7 – Labor-Management Committee**

Both parties agree to maintain a Labor-Management Committee to discuss issues of mutual interest. To assist in this effort, the Parties agree to meet and confer in good faith on a quarterly basis or more or less frequently, if requested and both sides agree to do so. Up to four (4) members from each party may be eligible to attend meetings. The Union shall notify HESSCO of the names of its Committee members as well as any changes. If meetings take place during regular business hours, HESSCO agrees to release Committee members to attend and HESSCO will compensate employees for up to one hour for time spent attending Committee meetings. Any time away from regular work activities must be approved in advance by the employees' supervisor(s).

Discussions at the Labor-Management Committee meetings shall not include grievances or negotiations related to the collective bargaining agreement.

### **Article 8 – Vacancies, Postings, and Selection**

**Section 1** Whenever a vacancy in a bargaining unit position occurs, and HESSCO decides to fill the vacancy, a notice of such vacancy will be posted at a prominent location at the work site, with a copy to the Union, and remain posted for 14 days or until the position is filled, whichever occurs first. For the first seven days, the position shall be posted internally only and e-mail notification shall be sent to all bargaining unit employees. The internal notice shall include a) job title; b) description of job duties and responsibilities; c) salary d) job qualifications and requirements. The Employer shall distribute all notices of vacancies as soon as practicable.

**Section 2** The Employer encourages current employees to apply for vacancies but each hiring decision will be based on the merits and qualifications of the candidates. All unsuccessful internal applicants for vacancies shall be notified in writing of the decision and the reasons for the decision. Employees shall be encouraged to avail themselves of opportunities to receive the

education and training that will enhance their job skills. Any opportunities that would require an Employee to miss work or alter their schedule must be approved by HESSCO and HESSCO will have sole discretion in granting or denying such approval.

Except as expressly modified or restricted by this provision, HESSCO reserves and retains the sole discretion in making hiring and promotion decisions.

## **Article 9 – Grievance Procedure**

**Section 1** The purpose of this Article is to establish a procedure for the settlement of grievances which involve a dispute over the interpretation, application or claimed violation of any of the provisions of the Agreement. Grievances shall be handled as follows:

**Step 1:** The aggrieved employee and/or the Union first shall present the grievance to his/her Supervisor in writing within fourteen (14) calendar days following the event forming the basis for the grievance or following the time when the employee reasonably should have been aware of the event forming the basis for the grievance. Such grievance shall identify the specific articles believed to have been violated, state how the Article was violated and state the remedy sought. The grievance shall be signed by the aggrieved employee and/or the union steward and/or union representative. The Employer may hold a meeting at this step, 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 fails to respond within this period, the grievance shall be deemed to be denied on the date the response was due, and the grievance may proceed to Step 2 within the time limits set forth below.

**Step 2:** If the grievance is not resolved at Step 1, the grievance shall be submitted in writing to the Human Resources Director within ten (10) calendar days after the answer to Step 1 is given. The Employer shall hold a meeting at this step within 14 calendar days (unless mutually agreed otherwise) and answer the grievance in writing within seven (7) calendar days after the meeting. If the employer fails to respond within this period, the grievance shall be deemed to be denied on the date the response was due, and the grievance may proceed to Step 3 within the time limits set forth below. A grievance concerning a suspension or termination, or a class action grievance initially may be presented at Step 2 by the Union.

**Step 3:** Arbitration (a) If the grievance is not resolved at Step 2, the Union shall submit the grievance to arbitration by giving written notice to the Executive Director and to the Labor Relations Connection under its Voluntary Labor Arbitration Rules within thirty (30) calendar days after the answer in Step 2 is given. 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. The arbitrator shall have no jurisdiction or authority to issue any award changing, modifying, or restricting any action taken by the Agency on matters committed to the Agency's discretion under the Management Rights Article that are not further abridged by other 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), but the parties shall retain whatever rights they have under the law to challenge the decision of the Arbitrator.

**Section 2** Time Limits The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the Employer's representative fails to give his/her written answer within the time limit set forth, it shall be deemed a denial by the Agency and the Union may appeal the grievance to the next step on the date the Employer's response is due. Time limits may be extended in a particular case by mutual agreement.

**Section 3** Grievance meetings shall be held at a time and location convenient to both parties. When grievance meetings take place during an employee's work time, the Employer will pay for time actually and necessarily lost by the aggrieved employee involved in the grievance meeting. Employees will not be compensated for time spent conferring with their union representative or otherwise preparing for a grievance meeting, preparing for or attending an arbitration, or preparing for or attending an administrative hearing. Stewards and Employees may take up to 30 minutes of unpaid time off to confer with each other or with their union representative prior to a grievance meeting or prior to an investigatory meeting during which *Weingarten* rights were properly invoked, with prior notice to and approval by the employee's supervisor and provided such meeting does not interrupt HESSCO's operations.

**Section 4** Any informal settlement of a grievance shall not constitute a precedent for the future interpretation or application of the Agreement.

### **Article 10 – Discipline and Discharge**

**Section 1** No employee who has completed their orientation period shall be disciplined or discharged except for just cause. Discipline for purposes of this Article shall not include performance reviews.

**Section 2** The employer shall notify the Union within two business days of any disciplinary action, beyond a verbal warning, taken against an employee.

### **Article 11 – Non-Discrimination**

**Section 1** The Agency and the Union will not discriminate against any Employee on account of race, color, religion, national origin, sex, age, physical or mental disability, sexual orientation, marital status, veteran status or Union membership or activity or lack thereof, nor tolerate discrimination or harassment.

**Section 2** No employee shall be subjected to sexual harassment. Sexual harassment is considered a form of sex discrimination. Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when: 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2) submission to or rejection of

such conduct by an individual is used as the basis for employment decisions affecting such individual; 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.

**Section 3** Employees may pursue their rights with the appropriate state and/or federal agency. Employee may also discuss claims of discrimination under this Article with a representative of the Employer at any time, with or without a Union representative.

**Section 4** It is the intent of the parties to avoid unnecessary litigation of disputes in multiple forums and to encourage the consolidation or proceeding into a single forum. 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, except for grievances involving claims of discrimination for Union activity (or for refusing to engage in Union activity).

## **Article 12 – Union Business**

**Section 1** Duly authorized Union representative(s) shall have reasonable access to the Employer's premises for the purpose of conferring with employees in connection with union business during non-work time such as lunch time and before and after work. Unless it is not feasible, the Union representative shall provide no less than two (2) business days' notice to the Director of Human Resources, or person designated by the Employer, of the date and time the Union representative plans to arrive at the Employer's premises. A duly authorized Union representative(s) shall in no way interrupt the operations of the Employer. The Union shall provide HESSCO with the names of the duly authorized representative(s) prior to them accessing the premises.

**Section 2** The Employer shall provide space for a Union bulletin board in the cafe and an electronic union folder in the J Drive for the exclusive use of the Union; however, HESSCO shall not be restricted in any way from reviewing the content of the electronic union folder and the Union agrees that any such review shall not constitute unlawful interference or surveillance of union activity. Bulletin Board and/or union folder material shall not contain any offensive or derogatory material or material in support of or against a candidate for political office.

**Section 3** The Union may designate a reasonable number of Union Stewards. Duly authorized Union stewards and a duly authorized Union representative(s) shall be recognized by the Employer. Such Union stewards and/or representative(s) are authorized to receive complaints and process grievances through the grievance procedure. The Union shall furnish the Employer with a written list of such stewards and its Representative(s). Except for time spent attending a grievance meeting, Stewards shall not be compensated for time spent investigating and/or processing grievances, attending arbitration hearings, or for time spent responding to employees' requests to exercise their rights to union representation or for any other union-related activities. Union-related activities shall be performed during non-working time or non-work hours.

**Section 4** Within 30 days of hiring a new bargaining unit employee, the employer will allow a union steward one half hour to provide orientation to new bargaining unit employees. A new hire shall not be compelled or required to meet with the steward.

**Section 5** A maximum of ten (10) days per calendar year, total (i.e., ten (10) days are to be shared by the entire unit, each individual unit member is not entitled to 10 leave days under this Article), shall be provided to the bargaining unit as unpaid leave to be used by union stewards, officers, and other bargaining unit members for purposes of attending union meetings and other union-related activities scheduled during employees' work hours. Leave must be approved by a unit member's supervisor, which will not be unreasonably withheld.

Leave under this Article shall be calculated in daily increments any amount of time used during a work day will count as one of the ten (10) days. Any unused days cannot be carried over into the following calendar year.

### **Article 13 – Seniority**

**Section 1** An employee's seniority shall be defined as being equal to her/his 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 orientation period.

**Section 2** An employee shall lose her/his seniority if she/he quits/resigns, retires or is terminated, and is not rehired into a bargaining unit position with the Employer within six (6) months. An employee who is rehired into a bargaining unit position with the Employer within six (6) months of the date the employee quits/resigns or is terminated, shall have his or her former seniority restored.

### **Article 14 – Job Descriptions**

**Section 1** Every position within the bargaining unit shall have a job description. A job description shall be a reasonably accurate summary of duties, responsibilities and requirements of the job, and shall include any special conditions of employment. HESSCO retains the discretion to create, modify, abolish, add to and/or detract from any job description.

**Section 2** A complete set of job descriptions shall be on file with the Employer and shall be available for examination and copying by any bargaining unit employee and/or the Union Representative.

**Section 3** On or before the first day of employment, each new employee shall be furnished with a copy of her/his job description.

## **Article 15 – No Strike / No Lockout**

**Section 1** The Union agrees that during the term of this Agreement, or any renewal thereof, there shall be no strikes, including sympathy strikes, slowdowns, work stoppages or any other form of interference or interruption with Employer's operations, by or on behalf of the Union or the employees. The Employer agrees that, during the life of this Agreement, it will not lock out any of the unit members covered by this Agreement.

**Section 2** Employer may impose disciplinary action, including discharge, upon any or all of the employees involved in activity that violates this Article.

## **Article 16 – Severability**

**Section 1** This instrument constitutes the entire Agreement of the Employer and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

**Section 2** In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive, order, rule or regulation now existing, or hereafter enacted or issued, or any decision of a court of competent jurisdiction, or any administrative agency that has jurisdiction, the remainder of this Agreement shall continue in full force and effect.

## **Article 17 – Layoff and Recall**

**Section 1** In the event that HESSCO determines that the workforce is to be reduced by layoffs, HESSCO shall have the sole right to identify the number of affected positions and the employees to be laid off, subject to the provisions in this article, as well as the timetable for such layoffs. HESSCO will notify the Union and the affected employees at least 14 calendar days ahead of such layoffs and the date the lay-off is to become effective and, at the Union's request, representatives of HESSCO and representatives of the Union will meet.

**Section 2** If the Employer determines that a lay-off will occur, the least senior employee in the classification shall be laid off.

**Section 3** Any employee who is laid off shall be placed on a recall list for a period of eighteen (18) months. No new bargaining unit employee shall be hired into a position until all employees on the recall list who were laid off from that position have had an opportunity to be placed in their former positions. Persons on the recall list shall be recalled according to the seniority. During the time the employee is on the recall list, the employee is responsible for informing the Employer of any change in mailing address. Employees will be notified that they are eligible for recall by certified mail, return receipt requested. The employee must respond affirmatively to the Employer that they wish to be recalled for the vacant position, provided they are not otherwise disqualified, within seven (7) working days of receipt of such notice. If an employee is provided the opportunity

to be recalled and refuses, the employee shall be removed from the recall list.

### **Article 18 – Travel Reimbursement**

Employees shall be reimbursed for the following work-related travel expenses, subject to approval by Employer, which shall not be unreasonably withheld: tolls, parking, and use of public transportation, excluding those costs incurred as part of an employee’s normal commute. Employees who use their own vehicles for agency business shall be reimbursed for work-related mileage at the Internal Revenue Service (IRS) rate. Employees shall not be reimbursed for mileage driving from their homes to HESSCO’s office or from HESSCO’s office to their homes as part of their normal commute. If employees travel directly from/to their home to/from locations off-site (i.e., not HESSCO’s office), they shall only be reimbursed for mileage over and above the mileage driven during their normal commute.

### **Article 19 – Insurance Benefits**

**Section 1** For full-time employees and eligible part-time employees (i.e., those employees who work 30 or more hours per week), the Employer agrees to contribute 80% towards the premium cost for coverage of the standard-level (presently named, “Focus” plan) individual health insurance plan and 75% towards the premium cost for coverage of the standard-level family health insurance plan (i.e., any plan covering more than just an “individual”). Domestic partners are eligible for coverage under an employee’s family plan.

The Employer will continue to offer a Health Reimbursement Arrangement (HRA) to help offset the cost of the insurance deductible. For employees enrolled as an Individual, such employees will be responsible for the first \$500 of deductible expenses, the HRA will pay the next \$500 of the deductible expenses, and then both the employee and HRA will pay 50% of each deductible claim until the last \$1,000 is met. For employees enrolled in the “Family Plan,” such employees will be responsible for the first \$1,000 of deductible expenses, the HRA will pay the next \$1,000 of deductible expenses, and then both employee and the HRA will pay 50% of each deductible claim until the last \$2,000 is met.

Dental insurance is provided to all full-time employees at no cost for an individual employee plan. For family dental plans, the eligible employee shall pay the difference in premium cost between the individual and the family amount.

The Employer shall have the right to change health or dental insurance plans and/or insurance carriers in its discretion, provided any such changes would provide substantially the same level of benefits. The Union will be notified and provided an opportunity to give input prior to any change.

**Section 2** The Employer agrees to continue its Life Insurance and Accidental Death and Dismemberment policy for all full time employees at no cost to employees, with a benefit

amount equal to an employee's annual salary, provided the employee is being paid a salary and receiving benefits.

**Section 3** The Employer agrees to continue its Long-Term Disability plan which will be provided to all full-time employees at no cost to the individual employee. Long-term disability benefits become effective ninety (90) days after being out for illness or injury and up to twenty-four (24) months if an employee is unable to perform the duties of their own occupation.

Employees are subject to all reporting obligations and other procedures under the Employer's plan in order to obtain benefits under such plan.

**Section 4** The Employer agrees to continue its current practice of maintaining a flexible spending account for employees.

### **Article 20 – Retirement Savings Plan**

HESSCO's Retirement Savings Plan shall be administered in accordance with HESSCO's Personnel Policies and Procedures. The Employer shall make deductions and forward payments to 403(b) plans for eligible employees choosing to participate in such plans. The Employer may, but is not required, to make discretionary contributions, to be allocated on a "salary ratio" basis. Starting July 1, 2024, if a bargaining unit employee contributes to their HESSCO 403(b) plan, HESSCO shall provide a matching contribution of up to 1.5% of the employee's salary to their 403(b) plan.

HESSCO retains the right to make changes to its Retirement Savings Plan but shall notify the Union prior to any such changes and bargain over the effects, if any.

### **Article 21 – Wages**

**Section 1** The minimum starting salary rates for the Registered Nurse position will be as follows:

Effective July 1, 2024: \$70,000.00  
Effective July 1, 2025: \$71,400.00  
Effective July 1, 2026: \$72,828.00

**Section 2** Effective July 1, 2024, the base salary of each bargaining unit member will be increased by 4.00%.

**Section 3** Effective July 1, 2025, the base salary of each bargaining unit member will be increased by 3.00%.

**Section 4** Effective July 1, 2026, the base salary of each bargaining unit member will be increased by 3.00%.

**Section 5** The Employer may hire a new employee at a rate up to 8% above the minimum starting salary provided that the new employee has at least 3 years' prior work experience in the same or similar position or other relevant experience, as determined by HESSCO.

**Article 22 – Vacations**

**Section 1** Vacation time is earned by all employees who work twenty (20) or more hours per week. Vacation time shall begin to accrue upon hire.

**Vacation Accrual Schedule (based on Full-Time employees)**

	<b>Days/Hours Accrued Per Year</b>	<b>Hours Accrued Monthly</b>
Upon Hire	10 days / 70 hours	5.83
Following completion of 1 year of employment	16 days / 112 hours	9.3
Following completion of 3 years of employment	22 days / 154 hours	12.83
Following completion of 7 years of employment	27 days / 189 hours	15.75
Following completion of 14 years of employment	30 days / 210 hours	17.5

For all regular part-time employees who work twenty (20) or more hours per week, the amount of any leave time will be prorated in accordance with the number of scheduled hours of employment per week.

**Section 2** Employees may carry over a maximum of ten (10) vacation days (seventy (70) hours) into the following year. Additional vacation days may be carried over with prior approval of the Executive Director; however, if the Executive Director denies a request by an employee to carry over additional vacation days, said denial shall not be grievable.

**Section 3** Employees are encouraged to plan all vacation time well in advance and Employees shall provide reasonable notice of their intent to take vacation as time-off may not be approved unless there is adequate coverage in the agency. Vacations must be approved in advance by the Employee's immediate supervisor, however, the Employer will make every effort to approve vacation requests and such requests will not be unreasonably denied. During the new employment orientation period, no vacation time may be taken without the approval of the Executive Director.

**Section 4** Employee shall be paid out their accrued unused vacation time upon separation of employment.

**Article 23 – Personal Leave**

Full time employees who have completed their orientation period are allowed a total of 21 hours per calendar year for personal leave. During the first year of employment, personal leave shall be pro-rated based upon the employee’s hire date.

- a. Any unused personal leave may not be carried over from one calendar year to another.
- b. Unused personal leave is not subject to compensation upon an employee’s cessation of employment.
- c. To the extent possible, Employees are encouraged to plan personal leaves well in advance to assist in ensuring HESSCO has adequate coverage. The employee will provide notice as soon as practicable.

**Article 24 – Sick Leave**

**Section 1** Sick leave shall be granted for the following reasons: personal illness, illness of an employee's child, spouse, domestic partner, parent, or parent of a spouse that requires the employee's personal care or attention; enforced quarantine of the employee in accordance with public health requirements; and medical, dental, or optical examinations or treatment. Employees must notify HESSCO before they use earned sick time, except in an emergency.

**Section 2** Sick leave is accrued and computed based upon calendar months worked, starting with the first month (or part thereof) of employment. After each month of employment, an employee is credited with their earned sick leave on an hourly basis.

Full time employees earn a total of 105 hours per year, or 15 days, at the rate of 8.75 hours per month. Part-time employees, who work 20 hours or more per week, accrue sick time on a prorated basis. Part-time employees who work less than 20 hours per week will accrue 1 hour of sick time for every 30 hours worked up to a cap of 40 hours per benefit year.

HESSCO may require that an employee provide a doctor's note or other documentation if (1) the employee is absent for three consecutively–scheduled work days; (2) the employee’s absence occurs within two weeks prior to an employee’s final scheduled day of work before termination of employment; or (3) the employee’s absence occurs after four unforeseeable and undocumented absences within a three-month period.

<b>Sick Time Accrual (based on full-time employees)</b>	<b>Hours Accrued Monthly</b>	<b>Days / Hours Accrued Per Year</b>
Full-Time Employee	8.75	15 days
Part-Time (20 hours or more)	Prorated	Prorated
Part-Time (Less than 20 hours)	1 hour per 30 hours worked	Up to 5 Days / 40 hours

**Section 3** Sick leave may be accumulated up to a maximum of 420 hours for a full-time employee. This amount is prorated for regular part-time employees.

After the accrual of 420 hours, an employee who uses sick leave begins again to accrue time up to his/her maximum upon return from sick leave. Employees shall not receive pay for any unused earned sick time upon the separation of employment at HESSCO.

Employees who have accumulated 420 hours of sick leave may take an additional day of personal leave for every six months worked in which no sick leave was used.

**Section 4** This leave shall run concurrently with any and all leave entitlements under local, state and federal leave laws.

Nothing in this article shall abrogate the rights provided under the Massachusetts Earned Sick Time law.

### **Article 25 – Administrative Leave**

Under certain conditions, the Executive Director, in his/her complete discretion, may excuse employees from work, with pay and without charge to any other leave. Administrative leave may be granted for uncontrollable circumstances which prevent an employee from reporting to work or returning home safely (e.g., hazardous weather conditions, problems with public transportation; hazardous or extremely uncomfortable working conditions and connectivity or equipment failure), and an employee is unable to perform any work remotely.

### **Article 26 – Bereavement/Emergency Leave**

An employee will be excused from work without any loss of leave or pay for up to five days in the event of a death in the immediate family. Immediate family is defined as grandparents, parents, spouse, domestic partner, siblings, children or grandchildren, parent-in-law, sibling-in-law, children-in-law, domestic partner's parents or siblings.

Under unusual circumstances, the Executive Director has complete discretion to grant up to three days leave for a family emergency.

### **Article 27 – Parental leave**

Any employee, including one with a domestic partner, is eligible for parental leave, which is leave associated with the birth, adoption or placement of a child during the first 12 months after the child's birth, adoption, or foster care placement, for an absence of up to sixteen (16) weeks of continuous leave with reinstatement to the same or equivalent position, unless the position would have otherwise, been eliminated. Intermittent leave, for bonding, shall be available upon mutual agreement; however, if HESSCO denies a request by an employee to take intermittent leave, said

denial shall not be grievable. Parental leave will consist of accumulated sick leave, personal leave, annual (vacation) leave and leave without pay, which may be used in that order during the period of absence or the employee can seek paid family and medical leave (“PFML”) from the Department of Family and Medical Leave (“DFML”). In the event the employee elects to utilize fewer than sixteen (16) weeks of benefits from the DFML, they shall be entitled to additional leave, in the manner described above (i.e., using accumulated sick leave, annual (vacation) leave or leave without pay, in that order), up to a total combined leave of sixteen (16) weeks. In no instance shall an employee be entitled to utilize HESSCO-provided Parental leave in combination with PFML to exceed a combined total (HESSCO parental leave and PFML) of sixteen (16) weeks of leave. In any case, this leave shall run concurrently with any and all leave entitlements under state and federal leave laws.

### **Article 28 – Holidays**

**Section 1** Full-Time Employees shall be entitled to a day off with 7.0 hours pay for each of the following holidays if they fall on a regularly scheduled workday, except employees that are out on an unpaid status.

New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
Presidents Day	3rd Monday in February
Patriots Day	3rd Monday in April
Memorial Day	last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous Peoples' Day	2nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25

If any of the above noted holidays fall on a Saturday, Employees may take either the preceding Friday or the following Monday off as a holiday with pay, but the office shall remain open. When a holiday falls on a Sunday, employees shall be entitled to the Monday following the holiday off with pay.

**Section 2** In addition to the holidays listed above, there will be three days each year designated as skeleton days when the office must remain open. Each full-time employee is eligible to take off two [2] of these skeleton days.

The skeleton days are:

- a. The last workday prior to Christmas Day
- b. The last workday prior to New Year's Day
- c. The Friday following Thanksgiving Day

Each employee is required to work one of the designated skeleton days to assure a work schedule that adequately meets the needs of the agency. While an effort will be made to consider an employee's personal plans, the needs of the agency will take priority. Seniority shall be considered when employees are selecting skeleton days off.

In the event that an adequate skeleton schedule cannot be planned due to high employee absence or an emergency in the agency requiring full staffing, the Executive Director may determine that any of the skeleton days will be normal work days.

During these three weeks in which skeleton days occur, all employees will be required to work 7 hours every day during those weeks except for the holiday and two non-working skeleton days. Other time taken off during those weeks may be taken as vacation or personal time with supervisory approval and assurance of adequate coverage.

**Section 3** Part-time employees who work less than 35 hours each week receive holiday pay based on the number of hours they work during the week when the holiday falls on a regularly scheduled work day. The employee will receive holiday pay based on 1/5 of the average number of hours worked each week during the preceding three weeks.

## **Article 29 – Longevity**

Effective July 1, 2024, bargaining unit employees shall receive a \$500 longevity bonus on their fifth-year anniversary date of continuous employment and every fifth year (10, 15, etc.) thereafter, while employed by the agency.

### **Article 30 – Duration and Renewal**

This Agreement shall become effective as of July 1, 2024, and shall remain in full force and effect until midnight June 30, 2027, and shall automatically be renewed from year-to-year thereafter, unless written notice is given by either party to the other of at least sixty (60) days prior to the expiration date, that termination or modification of this Agreement is desired. If the parties are unable to agree upon the proposed modification during this time period, the Agreement shall terminate on its expiration date unless the Agreement is extended by mutual interest.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, HESSCO has caused this instrument to be signed and sealed by its duly authorized representative and the Union has caused this instrument to be signed and sealed by its duly authorized representative on the dates below.

**HEALTH AND SOCIAL  
SERVICES CONSORTIUM, INC.**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 509**

By: Mary Jean McDermott

By:   
5/5/25

Date: 4/30/2025

Date: \_\_\_\_\_