

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
Better Community Living, Inc.
AND
LOCAL 509, SEIU
July 1, 2023 - June 30, 2026

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PREAMBLE

Better Community Living, Inc. ("BCL" and/or "the Employer") and the Service Employees International Union, Local 509 ("the Union") are committed to working together to promote a service delivery system in Massachusetts that provides developmental disabilities services which embody the following principles:

- It provides the greatest value to taxpayers and to the Commonwealth of Massachusetts who are the payers of those services;
- It provides for the maximum flexibility in meeting the needs of persons who receive services;
- It provides for the highest quality services for those persons who receive services and supports in a way which encourages each person receiving services to become valued members of communities within Massachusetts; and
- It recognizes that each individual receiving service must be empowered to make fundamental decisions about his or her residential, work, educational and social settings.

Additionally, the following is the mutually agreed upon standard to be used at Better Community Living, Inc.:

1. Is it the TRUTH?
2. Is it FAIR to all concerned?
3. Will it build GOOD WILL and BETTER FRIENDSHIPS?
4. Will it be BENEFICIAL to all concerned?

The parties to this Agreement are committed to these principles and agree that these principles are not simply platitudes but are genuinely the core values which are to guide the parties in their future work together.

One of the several key requirements in achieving such a service delivery system is a well-compensated, well trained and empowered workforce.

ARTICLE 1. UNION RECOGNITION

A majority of employees of Better Community Living have demonstrated their desire to have Local 509, SEIU as their exclusive bargaining representative. They share a commitment with management to ensuring high quality services and supports and to building relationships of trust with people served. Thus, in seeking to build their own organization, they are also seeking to develop a vehicle that will allow them to make a long-term career commitment to their work. BCL recognizes the importance of fostering such commitment and therefore agrees to recognize Local 509, SEIU as their exclusive bargaining representatives. (See APPENDIX 1 for list of titles included in the union bargaining unit).

Excluded from the bargaining unit shall be managerial positions, confidential positions and seasonal positions (listed on APPENDIX 1), independent contractors, employees of subcontractors, persons who are employees of consumers and Medicaid surrogates of consumers. Employees in the bargaining unit shall include full-time and regularly scheduled part-time employees who are scheduled for at least eight (8) hours per week and relief staff.

Temporary employees are employees who are filling in for employees on leaves of absence, administrative leave, or temporary reassignment, or occupying positions designated as temporary

because they are anticipated to last for less than three (3) months. Positions to be filled by temporary employees will be identified as such when posted. Such employees are part of the bargaining unit, as described above, and may be full-time or regular part-time employees depending on their hours of work.

Upon the return of the employee for whom they are filling in, or at the expiration of the temporary position, temporary employees shall revert back to their previously held non-temporary position, if they held one. Otherwise, they shall revert to relief status.

In-house staff shall have priority in the assignment of temporary positions.

ARTICLE 2. WORKER PARTICIPATION

Section 1. Both parties recognize that employee involvement is vital to maximize the effectiveness of the workplace. Because we are committed to a strong mutually respectful and evolving relationship the parties agree to establish at BCL a worker participation committee ("the Committee").

Section 2. Authority of the Committee

The Employer will decide whether the worker participation committee has implementation or advisory authority. All reasonable efforts will be made to implement decisions of the committee, whether it has implementation or advisory authority. The committee is bound by external mandates (e.g. agency-regulations, federal law, legal board requirements, and union ratification.) All committee members have an affirmative duty to identify and share external mandates.

In the event that management exercises its prerogative, and does not implement a committee decision, or the membership does not ratify, an interest-based rationale shall be articulated. All efforts will be made by both parties to address any concerns with these decisions using an interest-based approach. If this proves unsatisfactory, both parties reserve the right to exercise their traditional prerogatives, including negotiation over mandatory subjects of bargaining.

The Committee shall develop policies and procedures which shall provide the manner and method by which recommendations of the committee can be presented by any or all committee members to the agency Board of Directors.

Authority of the worker participation committee is subject to the recognition that agency management is ultimately responsible for the overall performance and operation of the agency.

Section 3. Composition of the Committee

The Committee will have three (3) union and three (3) management representatives, or more by mutual agreement. Either worker or management representatives may be consumers. Management will select its representatives to the committee. Worker members of the committee will be elected by their peers or appointed by the President of the Union.

The parties agree that the participation of the people we serve in workplace decisions is important to supporting our goals. In order to ensure efficient, appropriate and fair consumer input, the worker participation committee, consistent with the applicable provisions of this Agreement, will determine the method, timing and degree of consumer participation. This could include the full participation of consumers, family members or advocates in the worker participation committee on specific issues, or the use of surveys and/or interviews, or the invitation to committee meetings for the purpose of feedback and input.

Section 4. Work of the Committee

The Committee will set its own goals and priorities. The Committee will attempt to make decisions by consensus and will create operating guidelines to determine the other ground rules by which they work.

The Committee will determine whether or not they will have a fall back if they do not reach consensus, and if they do, it will decide what that fall back will be. The Committee shall have access to any financial and operational information that is necessary and relevant to complete its task. The Committee will determine objective standards of measurement against which progress will be evaluated. During their work, the committees will evaluate on an ongoing basis the attainment of such standards and will adjust its efforts in order to maximize its ability to reach such standards.

The Committee should address, but should not be limited to, the following issues:

- The quality of service;
The ongoing quality of training and education for staff, including, but not limited to, the oversight of the training and recruitment fund within that agency;
- The ongoing identification of streamlining and cost-cutting measures to facilitate the ongoing redirection of resources to wages and service quality;
- Improvements in the method and means of service delivery which result in greater worker control over their work, greater worker satisfaction, improved quality of service and improved productivity;
- Goals and priorities of the agency.

Section 5. Role of Existing Committees

The Committee will evaluate the continued standing of existing committees for integration within the newly developed labor-management relationship. Some committees, by imposed regulation from funding sources, will have to remain separate.

Section 6. Training and Facilitation

The Committee will either choose a management and staff person from within the Committee to serve as co-facilitators, or an agreed upon individual to serve as a facilitator for the Committee. These facilitators will receive training in facilitation from a jointly agreed upon training service, e.g. FMCS, the McCormick Institute, or another appropriate organization.

Section 7. Time

The Committee will schedule their meetings and establish their priorities taking into consideration budgetary issues and the need for coverage in programs.

All time spent on the committees, or on any subcommittees, or in preparation for or on behalf of either, will be on work time. Any training conducted on behalf of the worker participation effort will be conducted on work time. The Committee will meet on an as needed basis but not less than once a month unless there is mutual agreement not to meet. The time spent on the committees will be subject to workload needs, work of the committee and associated cost. The Committee will seek to minimize expenses. All expenses incurred will be the responsibility of the Employer.

ARTICLE 3. PARTICIPATION OF THE PEOPLE WE SERVE

The parties agree that the participation of the people we serve in workplace decisions is important to our goals. We are committed, as workers and managers involved in the sensitive work of caring for people with disabilities, to continuous quality improvement in support of the people we serve. This means that we will seek to define ways, within labor-management decision-making, that the individuals being served can:

1. Make decisions about the structure and shape of the supports that they receive; and,
2. Make permanent their role, along with their families, guardians, workers and other members of their communities in policies and practices related to employment issues.

Both parties will take responsibility for ensuring that the full diversity of consumer experience is reflected in decisions.

To have a role in the process of employment means providing information to management affecting the selection, evaluation, promotion, transfer, discipline and retention of employees. The parties agree that employment decisions shall ultimately be the sole and complete responsibility of management, unless modified by the parties to this Agreement. Employment decisions shall not be made based on the arbitrariness, retaliation or bias from any parties providing information to the decision-making process. For example:

Sometimes, due to the personal nature of the supports provided by the Employer, the people we serve, their wishes and those of their families and guardians shall be considered in hiring decisions.

- During the reassignment of employees, in addition to seniority, decisions shall always consider the desires of the person who will be served, and the workers possession of the necessary skills to meet the individual's special needs for care and support.
- Participation on labor-management committees shall be such that the views of the people being served are incorporated into the process by which consensus is reached. One possible avenue ensuring views are incorporated includes actual membership on labor-management committees.

Both parties recognize and support the possibility that people we serve, in appropriate circumstances, may become employees and members of the appropriate bargaining unit.

ARTICLE 4. PROBLEM -SOLVING

The parties are encouraged to first attempt to resolve workplace disputes/grievances informally prior to using the formal grievance procedure. The matters which are subject to this informal method of problem-solving shall include matters which are mandatory subjects of bargaining, subjects concerning the application or interpretation of the terms of this Agreement as well as other matters which are directly related to an employee's work performance. Workers shall have a right to be represented at any stage of the process. Workers will be informed if they are named in, or expected to participate in, the informal problem-solving process.

Any disputes may go through the informal, interest-based phase of problem resolution. The dispute can transition from the informal approach to the formal grievance procedure at any time if requested by the affected union member(s). The member shall have twenty-one days from the date of making this request to file a formal grievance under Article 16.

The parties shall be permitted at least twenty-one (21) business days or more, by mutual agreement, from the date on which the alleged act or omission giving rise to the dispute/grievance occurred, or after the date on which there was reasonable knowledge by either the employee or the Union of this occurrence, to present the matter informally. After the problem is presented, the Human Resources Director, or his/her Designee, shall respond within fifteen (15) business days. Timelines may be extended by mutual agreement.

Using an interest-based, or modified-interest-based approach, the parties should agree on what the dispute is over, describe the facts, identify their interests, evaluate possible options to resolve the problem, and attempt to reach consensus on the best outcome. The following principles and elements will be incorporated into the problem-solving approach:

- ▮ Problems are best solved by using open communication with the parties involved.

□ The process must respect the privacy of the individual(s) involved.

□ The individuals involved in a problem shall be given the opportunity to be heard at each level of the problem resolution procedure. Consumer involvement shall be limited to management information gathering (per the "Participation Of The People We Serve" article) unless there is compelling reason to directly involve them in the problem solving process. If there is, they can be included at any stage of the problem solving process by mutual agreement or by external mandate.

□ Any agreed upon actions to resolve a problem must be taken immediately unless there is mutual agreement to delay for any reason.

ARTICLE 5. UNION SECURITY

The Employer agrees to allow duly authorized union representatives access to its premises in the least disruptive manner possible for the purpose of conferring with authorized representatives of the Employer and/or union stewards and/or employees in connection with the administration of this Agreement. Such visits shall not interfere with the operations of the Employer or the activities of the household of consumers. Such Union representative shall, when possible, make an appointment in advance for such visits, but in any event upon arrival shall advise management of her/his presence. Such access shall at all times be subject to the general rules of the Employer governing visitors.

Union stewards/officers and grievants shall have time off without loss of pay, benefits or other privileges for the investigation and processing of disputes/grievances. In addition a maximum of four (4) hours paid time per week shall be given to the union for use by persons designated by the Union, for the purpose of conducting general union business including but not limited to representing members at investigations, overseeing bidding of schedules, representing members at meetings called by management, etc. This will be clearly identified on timesheets with details about the purpose, (e.g. grievance meeting, bidding on new schedule, etc.) and will be an average of 8 hours per pay period, not to exceed $26 \times 8 = 208$ hours per year, July 1 – June 30.

The Union will furnish the Employer with a list of Union stewards and their jurisdictions. Time off without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the SEIU as well as the Local 509 steward's assembly and Executive Board meetings. The Employer reserves the right to deny these requests for leave in order to provide appropriate staff coverage for the individuals served.

The Employer will provide space for Union notebooks at each worksite location for the exclusive use of the Union. Location of Union notebooks will maintain a homelike environment and there is no expectation of privacy.

The Employer agrees to allow union stewards 30 minutes with each new hire to provide them with a copy of this Agreement and to explain to them their rights and obligations as members of the bargaining unit.

The Employer agrees to release the members of the Union negotiating committee from work, without pay, to participate in negotiation meetings with the Employer. These staff can reschedule their hours of work with the Site Manager. Up to three members of the Union negotiating committee will be paid by the Employer for time actually and necessarily lost from work to participate in negotiation meetings with the Employer, when it is mutually agreed by the Employer and the Union to use interest-based or modified interest-based negotiations. Either party can withdraw from this interest-based bargaining, thereby halting payments by the Employer to the Union negotiating committee members.

The Union shall have the exclusive right to the check off and transmittal of Union dues on behalf of each employee. An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Alternatively, an employee may consent in writing to the authorization of the deduction of an agency fee from his/her wages and to the designation of the Union as the recipient thereof.

Each employee who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of his/her employment or the effective date of the Agreement, a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

The Employer agrees to deduct Union dues, and /or agency service fees with each paycheck from the pay of employees who voluntarily authorize such deductions by submitting the appropriate signed authorization to the Employer. If an employee wishes to revoke his/her dues or agency fee deduction authorization, the employee may do so by providing written notice to the union and employer. Deductions shall be made in the amounts certified by the union as those uniformly required as a condition of acquiring or maintaining membership, or satisfying and employees agency fee obligations, and shall be made in accordance with the terms of said authorization. The Employer agrees to remit to the Treasurer of the Union all such authorized deductions no later than the end of the calendar month following the month in which the deductions were made. 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
- Social Security Number (Last 4 digits)
- Employee ID Number
- Job classification/title or job code
- 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 for 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.

When the Employer deducts and transmits dues or fees in error to the Union, the Union shall promptly process the overpayment and transmit it to the Employer or Employee.

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

- Name
- Home Street Address
- Home City
- Home State
- Home Zip Code

- Gender
- Date of Birth
- Last four digits of Social Security Number
- 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
- Employee ID Number
- Rate of Pay
- Hours worked
- Date of termination (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 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 and to the Union Representative.

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

- Name
- Home Street Address
- Home City
- Home State
- Home Zip Code
- Gender
- Date of Birth
- Last four digits of Social Security Number
- 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
- Employee ID Number
- Rate of Pay
- Hours Worked
- Date of termination (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 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 and to the Union Representative. In addition, the Employer will also notify the Union every month of the names of any employees who are on a leave of absence and their anticipated date of return.

ARTICLE 6. MANAGEMENT RIGHTS

Except as clearly and specifically limited by an express provision of this Agreement, the Employer reserves and retains, solely and exclusively, its rights to manage and operate its business and direct its workforce and establish staffing levels in accordance with its own judgment, business needs and discretion. These management rights shall include, but are not limited to, the right to discontinue processes or operations or to discontinue their performance by employees of BCL, to transfer or subcontract an operation, service, process or portion of the business, such as individual home supports; to sell or lease the business or any part thereof; to institute, continue, maintain, revise or alter company rules, work rules, policies, practices, procedures or other rules in connection with the operation of the business, including but not limited to rules regarding job performance, consumer care, operation procedures, conduct and duties of employees; to determine, maintain, institute, change, revise or discontinue the types of operations, and the methods, processes, materials and equipment to be employed; to assign, transfer or reassign the performance of such processes or operations; to determine the quality of work to be performed, who shall perform it and the location where such work shall be performed; to hire employees of its own selection; to rehire, promote, transfer, train, lay-off, recall, discharge or discipline employees for just cause; to establish and otherwise determine and change hours of work and work schedules, and assignment of overtime; to increase or decrease the workforce; to establish and maintain workforce performance standards; to close a facility wholly or in part; and to increase or decrease the operations.

The foregoing enumeration of management prerogatives shall not be deemed to be all inclusive, but shall merely indicate the type of rights which shall belong to and are inherent in the management of the Employer. Neither the failure of the Employer to exercise any right or power reserved to it, nor the exercise thereof in any particular manner, shall constitute a waiver of such right or a binding precedent restricting management's discretion in any manner.

BCL locations may be equipped with alarms and outdoor cameras. BCL will ensure that all employees working at a home where a camera or alarm system is installed are made aware and informed where the cameras and/or alarm systems are located. Employees will also be given reasonable notice prior to the installation of an outdoor camera or alarm at their worksite.

If outdoor cameras are installed at a home, the primary purpose of cameras are for security and specifically requested investigative purposes. Cameras will not be used to record sound, to monitor staff, or to regularly monitor activities outside the home. Instead, the footage would be reviewed only when a relevant complaint is brought forth. For example, if a staff member's car is vandalized outside the home, a neighbor complains of disruptive activities outside the home, it is discovered that the home has been burglarized, an individual or employee suffers a fall or other accident outside the home. BCL's Facilities Director, CEO, CFO, QE, Human Resources Director will be the only employees to have access to camera footage. BCL will also share pertinent footage with employees if needed for insurance, police investigative purposes, or if the footage is requested to aid in the problem-solving/grievance process.

BCL will make its best efforts to protect the privacy of staff and individuals by not turning over footage to third parties unless it becomes legally necessary to do so. Should the Employer contemplate

providing camera footage to any third party, it is agreed that the employee will be notified, and provided with a minimum of 48 hours advance notice whenever possible.

ARTICLE 7. PRIORITY OF AGREEMENT

Where specific provisions of this collective bargaining agreement conflict with a specific provision of the agency personnel policy, the collective bargaining provision prevails. In all other respects, the personnel policy will remain in effect until the parties negotiate change. Nothing contained in this article is intended to impair the right of the BCL Board of Directors to approve any changes to the agency personnel policy that are negotiated between the parties.

ARTICLE 8. CHANGE OF CORPORATE CONTROL OR OWNERSHIP

The Employer hereby agrees to provide employees and the Union with ninety (90) calendar days' notice in advance of the implementation of operational changes resulting from any change in corporate ownership or control of the Employer. This notice shall be provided to the Union and the employees in writing and shall be sent to the Union by certified mail. Following the issuance of this notice, representatives of the Employer will be available to employees and the Union for the purpose of answering questions relating to operational changes. In addition, the Employer hereby recognizes its statutory duty to bargain with the Union over the impact such operational changes could have on the employees.

ARTICLE 9. STRIKES

Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slowdown, or withholding of services by employees. The Union shall exert its best efforts to prevent any violation of this paragraph and if such action does occur, to exert its best efforts to terminate it.

ARTICLE 10. SAVINGS CLAUSE

In the event any provision of this Agreement is found to be invalid or illegal, such invalidity or illegality shall not affect the remainder of this Agreement and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 11. RESPECT AND DIGNITY

The parties agree that all employees covered by this Agreement shall at all times be treated with dignity and respect. The parties are committed to a new labor-management relationship that is based on trust and respect. This spirit shall be conveyed by all parties throughout the entire workforce. Where it is necessary to conduct training in order to accomplish this goal, it shall be considered a joint priority of the worker participation committee.

ARTICLE 12. WAGES

Effective 7/1/2023, all residential instructors, individual supports staff, family supports staff, AWC staff, skills trainers, and RN's shall receive a 14% pay increase.

Effective 7/1/2023 all employees shall receive hourly rates of pay as set forth in Appendix II. All employees and new hires shall be placed on the appropriate level of the pay scale according to their years of service with BCL (unless otherwise noted). All Skills Trainers (DESE contract staff) whose current rate of pay is greater than the hourly rate which corresponds to their years of service will remain at their current rate until their wage would otherwise increase according to their years of service.

Effective 7/1/2023 bargaining unit members will receive \$1.50/hr differential for all hours worked on Saturday and Sunday.

Effective 7/1/2024 all wage rates in Appendix II will increase by 3%.

Effective 7/1/2025 all wage rates in Appendix II will increase by 3%.

Current residential instructors who become ineligible to administer medications will have 70 days to become certified. If they do not become certified after 70 days, their wage rate will be decreased by \$1.50/hour. Wage rates decreased for this reason will have it increased by \$1.50/hour upon becoming certified.

New residential instructors will receive a starting rate of \$1.50/hour less as identified in Appendix II if not med certified and will have their wage rate increased by \$1.50/hour upon becoming certified.

For all Asleep position: see attached wage chart in Appendix II. For step increase see attached wage chart in Appendix II.

If a bargaining unit member is asked by management to train a new hire, they will be paid 10% above their regular rate for hours worked training the new hire. Staff must notify Payroll and their supervisor that they agreed to the new hire training. Training shifts will be offered on a rotating basis to MAP-certified staff members who have worked at the program location for at least five years. If no MAP-certified staff have worked at the program for five years, training shifts will be offered to the MAP-certified staff member who has worked at the program location for the longest.

In the event the Commonwealth makes available additional funds intended to improve wages and/or benefits, the Agency shall promptly notify the Union and upon request by the Union shall enter into an economic reopener for negotiations about such improvements.

In no event shall any bargaining unit member be paid less than \$1/hour above the minimum wage.

ARTICLE 13. DDS CERTIFICATE BONUS

Effective July 1, 2019 Bargaining unit employees who have completed the DDS Certificate program during their employment at BCL will receive a one-time one-thousand-dollar (\$1000) bonus (minus normal withholdings). The bonus will be paid out as follows:

- Employees with five (5) or more years of service shall receive the payment upon presentation of documentation showing that they have achieved the certificate.
- Employees with less than five (5) years of service shall receive the payment six (6) months after presentation of documentation showing that they have achieved the certificate provided that the employee is in the bargaining unit at this time.

ARTICLE 14. SKILLS TRAINER AND COMMUNITY SUPPORT STAFF WORKING IN AWC CONTRACTS

The DESE/AWC contracts operate under a co-employment model of service delivery where BCL shares employer responsibilities with individuals and their families. Skills Trainer or Community Support Staff working in AWC contracts are eligible for the same rights and benefits under the collective bargaining agreement as all other bargaining unit members, however, due to the co-employment model of service delivery it is understood that the following limitations will apply:

1. Wages are determined by the individual/family within the wage range parameters under Article 12.
2. The individual or family may discontinue the working relationship without just cause. BCL agrees to pay the employee at their regular rate for the remainder of their "published schedule period" or a minimum of two weeks, whichever is greater. This paid time may be reassigned at BCL's discretion provided that the employee is offered the same hours as they had originally been scheduled.
3. In the event that the individual or family does discontinue the working relationship, or the working relationship ends for any other reason, the Union will be notified and the Skills Trainer/Community Support Staff working in AWC contracts will have the following options:
 - a. BCL will work with the employee to find alternative hours at the rate of pay appropriate to that position. The Skills Trainer/Community Support Staff working in AWC contracts will be offered to fill any vacant positions at the Agency for which they are qualified. However, they will not be eligible to bump other bargaining unit staff from their current positions.
 - b. They may take a lay-off.
4. In the event that a Skills Trainer (DESE contract) is working with a client who ages out of the program, that employee will retain their same rate of pay if they continue to work with the same client, regardless of a change in program/job title.

ARTICLE 15. JOB DESCRIPTIONS

All employees in the bargaining unit shall be provided with a copy of their job descriptions.

Should the Employer wish to substantially change or amend in any way the current existing job descriptions, it shall give notice to the Union of its desire to do so and discuss any changes with the Worker Participation Committee.

ARTICLE 16. GRIEVANCE AND ARBITRATION

The parties to this Agreement are encouraged to resolve individual work-related disputes in an informal manner prior to the initiation of a formal written grievance, as described under Article 4, Problem-Solving.

The formal grievance procedure shall be as follows:

The term "grievance" for purposes of this formal grievance procedure shall mean a dispute concerning mandatory subjects of bargaining and/or the application or interpretation of the terms of this Agreement.

All grievances involving a disciplinary suspension, demotion and/or termination shall be filed at Step 2 within twenty-one (21) business days from the date of implementation of the personnel action.

All other grievances shall be filed in accordance with the following procedure:

Step 1 An employee and/or the Union must submit a grievance in writing to the Human Resources Director, or his/her designee, not later than twenty-one (21) business days after the date on which the alleged act or omission giving rise to the grievance occurred, or after the date on which there was reasonable knowledge by either the employee or the Union of this occurrence, or after the time permitted for resolving the matter informally expired. A written grievance must include the facts alleged, the alleged violation, and the remedy sought. The Human Resources Director, or his/her designee, shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union. This written reply shall be issued no later than fifteen (15) business days following the day the written grievance was received.

Step 2 In the event the employee or the Union wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented in writing to the Chief Executive Officer, or his/her designee, within seven (7) business days following receipt of the Step 1 decision. The Chief Executive Officer, or his/her designee, shall meet with the employee and/or the Union for review of the grievance and shall issue a written reply to the employee and/or the Union by the end of fifteen (15) business days following the day on which the appeal was filed.

Step 3 If a settlement is not reached in Step 2, then either party may demand the grievance be submitted to arbitration. The party demanding arbitration must notify the other party in writing and submit a Demand for Arbitration within fifteen (15) business days after the Step 2 decision has been received by the Union. The cost of arbitration shall be shared equally by the parties, and each party shall bear the cost of its own legal expenses. The decision of the arbitrator shall be binding and final and not appealable. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law. The parties have identified the Labor Relations Connection, or, by mutual agreement the American Arbitration Association, to conduct all arbitrations. Preference will be given to mutually agreed upon arbitrators in the Bristol County area.

Any grievance may be submitted to FMCS "grievance mediation" by mutual agreement of the parties after a grievance has been filed for arbitration.

A resolution of a grievance at Step 1 or Step 2 shall not constitute a precedent. The time limitations set forth in this article are of the essence of this Agreement. If any time limitations or any other procedures established under this article are not strictly followed, the grievance shall be deemed waived and not subject, provided that if the Employer exceeds any time limit prescribed at any step in the grievance procedure, the employee and/or the Union may assume that the grievance is denied and invoke the next step of the procedure.

Any step or steps in the grievance procedure, and any time limits contained in any step of a grievance, may be waived by mutual agreement of the parties. The time limits contained in the formal grievance procedure are maximum limits and the parties agree to work toward reducing the number of days of the processing of individual grievances.

ARTICLE 17. HOURS OF WORK

17.1 Normal workweek

The normal workweek for a full-time employee will consist of 35-40 hours within 7 consecutive days. The normal workweek for a regular part-time employee will consist of less than 35 hours within 7 consecutive days. The workweek starts at 12:01 a.m. Sunday.

17.2 Scheduling

Staff scheduling is the responsibility of management. Schedules are made based on programmatic needs and whenever possible taking into account the wishes of the employee. Schedules shall be posted on the payday prior to the next pay period. Once each 2-week schedule is posted, there shall be no changes made of an employee's scheduled days off, shift, or total number of hours, without the consent of that employee. When an employee signs up for extra shifts, or overtime shifts, these shifts will not be cancelled without two weeks' notice unless the cancellation is due to changes in the circumstances of the individuals being served at the program.

When the Employer desires to change the scheduling pattern (including days off, total hours or shifts) within a program, the Employer will make such changes by first soliciting volunteers within the affected program. Volunteers will choose from among the available schedules by seniority and considering the input of the individuals we serve, subject to Article 3 —Participation of the People We Serve. If such changes cannot be made by soliciting volunteers, then the changes will be made by seniority and considering the input of the individuals we serve, subject to Article 3 – Participation of the People We Serve. In that case the Employer will notify the Union and offer it the opportunity to meet and negotiate alternative solutions with management. Such scheduling changes shall not be made more than once every 8 weeks unless due to a change in the consumer's needs.

17.3 Weekends

For scheduling purposes, weekends will be defined as beginning Friday at 3:00 p.m. and ending on Monday at 8:00 a.m.

17.4 Finding coverage

It is the responsibility of the Site Manager, Acting Manager or their designee as documented in an Assistant to the Manager.

17.5 Vacancies (Pre-posting)

When vacancies occur, managers' direct care hours will be reviewed and adjusted as needed for managerial purposes. If necessary for managerial purposes, the Employer may identify a vacancy as "managerial hours" and not fill it until a manager is hired. It is agreed that when managers' direct care hours change, they will change by attrition toward one of the following schedules:

Schedule A: Sun. 8am-4pm, Mon. 3pm-6pm, Tue. 3pm-6pm, Wed. 3pm-6pm, Thur. 3pm-6pm

Schedule B: Tue. 3pm-6pm, Wed. 3pm-6pm, Thur. 3pm-6pm, Fri. 3pm-6pm, Sat. 8am-4pm

Changes to this base schedule can be made if mutually agreed upon by the Chief Executive Officer, and the union representative.

Every effort will be made prior to posting the vacancies to rearrange existing hours within the program so as to address the interests of full-time staff and their regularly scheduled hours and to allow part-time staff to rearrange and/or increase existing hours. Such changes shall not interfere with any existing house practice regarding distribution of weekend work.

17.6 Overtime

When overtime is needed, it shall be distributed fairly and equitably among workers who ordinarily work with the consumers where the overtime is needed (including day program staff that have been oriented to that house and the residential instructor job description). Implementation of this will be worked out with union representatives at the program.

On certain occasions employees are required to work mandatory non-scheduled work time (MNSWT). Examples of this are snowstorms, hurricanes, incoming staff are late, transportation is late, emergency medical incidents, etc. The following procedure will be used:

1. Manager or supervisor contacted

2. Staff are provided the opportunity to volunteer to work the additional hours
3. If there is no volunteer, then the manager will determine who will work from the options below:
 - a. Manager responds
 - b. Manager attempts to call-in relief staff
 - c. Manager directs staff to stay until replacement is found.

If option c is used, overtime pay rate will be used after the first ½ hour of MNSWT if the employee is not otherwise eligible for overtime. If the employee is otherwise eligible for overtime for the MNSWT, then the employee shall be paid for the MNSWT at double time. Manager will approve all MNSWT and submit with employee timesheet for overtime rate of pay and reasons for MNSWT. If additional hours do not exceed ½ hour, staff will be paid at their regular rate of pay, unless they are non-exempt staff who have worked over 40 hours in the week. All non-exempt employees as defined by the Fair Labor Standards Act will be paid at time-and-a-half for all time worked in a week over 40 hours.

17.7 Meal Period

Each employee shall be entitled to ½ hour unpaid meal period per shift. Staff may waive this unpaid meal period. This option will allow staff to eat with consumers at the program site. Meals will be provided to those staff that choose family style eating with consumers. Staff is permitted to bring in their own food and eat it at times that take into account the household routine and the feelings of the consumer.

17.8 Maximum Scheduled Shift Length

Employees shall not be involuntarily restricted from working regularly scheduled shifts up to 16 hours in length not to exceed one 16-hour shift per 7-day week. Any 16-hour shift will be preceded and followed with 8 hours of off-duty time. No 16-hour shift will be within 7 calendar days of each other. Shift lengths over 16 hours may occur on an emergency or unusual basis. Sleep hours shall not be counted when calculating the length of a shift for the purposes of this section.

No staff will work more than 35 hours of regularly scheduled work, excluding sleep shifts, in a 3-calendar-day period. The Chief Executive Officer will provide written exceptions to all existing staff scheduled for over 35 hours in a 3-calendar-day period within 70 days of the ratification of this contract.

17.9 Declared State of Emergency

When an emergency is declared for the city of New Bedford, where travel is prohibited in the city, all staff required to work in the agency will be paid at a double-time rate. Any disputes as to payment during a declared state of emergency will be resolved at the discretion of the Chief Executive Officer.

17.10 Permanent Swapping of Shifts

When seeking to permanently swap a shift, an employee will notify their manager of the shift they are seeking to swap and the shift(s) they would be interested in swapping with. This information will be sent by email to all regularly scheduled staff working at the house. Staff will then have seven days to apply for the swap if they can offer a suitable shift. The permanent direct swap will be awarded to the most senior employee provided that the following conditions are met:

1. Both employees need to have permanently held the shift that they are seeking to swap for at least six months.
2. The shifts being permanently swapped may only be a weekend shift for a weekend shift, or a weekday shift for a weekday shift. Staff may not swap a weekend shift for a weekday shift, or vice versa.
3. Employees seeking to swap shifts must have the same MAP status (i.e. either both be MAP certified, or both be non-MAP certified).
4. Employees are limited to initiating one permanent shift swap per year (unless compelling extenuating circumstances exist and the Parties mutually agree to allow the additional request). However, there will be no limit on applying to shift swap requests initiated by other employees.

5. The swapped shifts will not result any employee being brought above 38 hours or any violation of the provisions under Article 17.8, Maximum Shift Length.

The provisions in this article shall not affect any existing practice concerning temporary swaps.

17.11 Permanent Voluntary Reduction of Hours

A permanent decrease in hours will be permitted under the following conditions:

1. The employee wishing to reduce hours will have at least 5 years of seniority, unless the reasons for reducing hours are related to changes in educational needs or caregiving responsibilities.
2. If seeking to drop one shift, the shift must be a weekday shift. If seeking to drop two shifts, the employee may seek to drop one weekday and one weekend shift.
3. Another BCL employee must be interested in permanently picking up the shift and it must not bring that employee above 38 hours or result in any violation of the provisions under Article 17.8, Maximum Shift Length.
4. The reduction of hours will not cause the house to fall below a ratio of 60% full-time staff.

The provisions in this article shall not affect any existing practice concerning temporary shift changes.

ARTICLE 18. HOLIDAYS

The following holidays are declared official holidays for Better Community Living employees. When holiday shifts are needed, it shall be distributed fairly and equitably among workers who ordinarily work with the consumers where the holiday shift is needed.

Full-time, part-time and relief staff who work the following holidays will receive double-time pay or may request straight time pay and receive an additional PTO day, as negotiated with their supervisor.

Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
The day after Thanksgiving
Christmas Eve (3:00PM to Midnight)
Christmas Day
New Year's Eve (3:00PM to Midnight)
New Year's Day

Staff that call out on a scheduled Holiday shift will not receive pay for that scheduled day and will be ineligible for PTO requests. Approved PTO is paid regular pay. Employees that have requested and have been approved two weeks prior for PTO will be paid regular wages. In the case of an emergency, while scheduled for a holiday shift, an exception may be made after documentation is provided.

Requests for holidays off shall not be unreasonably denied. When two or more staff request the same holiday off, and all the requests cannot be granted, then the holiday will be given to the staff person who has worked for the agency at least one year and who has taken that holiday off the least recently.

Staff whose worksites are closed on the day when the holiday is observed will not be required to work and will receive pay for that day as if they had worked.

ARTICLE 19. REDUCTION IN WORKFORCE

In the event that an Employer decides that it is necessary to reduce its working force or cut back an employee's hours, it will notify the Union of any such decision. Volunteers will be solicited within the targeted program. Volunteers will be laid off, or have hours cut, first. If there are an insufficient number of volunteers then the Union and the Employer will meet and attempt to negotiate a mutually agreeable solution.

If no mutually agreeable solution is found, then all positions (hours and shifts) in the program will be put up for bid according to the following rules:

1. Bidding will be by seniority by agency
2. All full-time and regular part-time staff currently working in the house will be eligible to bid on the hours
3. No staff can bid for more hours than they currently work
4. If the staff's current schedule is available when it is their turn to bid, then the staff must bid for it

If after this process, or if this process is not available because staffing from an entire program is to be eliminated, any full-time or regular part-time staff is left without hours; they will be offered the opportunity to fill any vacant positions within the agency for which they are qualified. "Qualified" for the purpose of this policy refers to pre-determined qualifications for the position, such as those on the job posting. If there are no such vacancies then full-time employees will have the right to bump the least senior full-time or part-time person in the agency who works at a program for which they are qualified. Part-time employees will have the right to bump the least senior part-time person in the agency who works at a program for which they are qualified. No staff will be eligible for this if there are sufficient hours at the house when they bid, regardless of whether the hours are desirable.

In addition, the Employer will post at all Employer locations a notice announcing the need for layoffs and the affected classifications of employees. Any employee within the affected classification(s) willing to accept voluntary layoff shall notify the Employer of his/her desire to do so. Such positions shall be considered vacancies for the purposes of this article.

Every effort will be made to offer those employees whose hours are to be cut available hours in other programs to make up the difference.

The Employer will notify employees to be laid off, or to have hours reduced, a minimum of 2 weeks in advance. Upon layoff, an employee will be paid for unused accrued paid vacation leave.

An employee who is laid off will be eligible for recall for one year. Whenever vacancies occur in the bargaining unit positions, employees who are on layoff will be recalled on the basis of seniority. Employees so recalled will retain the seniority that they had when they were laid off. An employee who is recalled to his/her former classification, and refuses the position shall thereby lose recall rights. Full-time employees who are recalled to part-time positions will retain recall rights to a full-time position.

An employee who has had his/her hours involuntarily reduced shall have first preference to be given additional hours should they become available.

It is agreed that changes to contractual language in the Reduction in Force article can be made by the Worker Participation Committee if there is agreement between the Union and the Employer.

ARTICLE 20. VACANCIES, PROMOTIONS AND TRANSFERS

20.1 Vacancies/Postings

Notices of all vacancies and newly created positions shall be posted at each worksite/residence at least two (2) weeks prior to the closing date. All such notices shall include: a) job title; b) job responsibilities; c) salary ranges; d) qualifications needed for the position; e) other pertinent information. If the vacancy cannot be posted in an obvious location, the posting shall be placed in the program logbook.

20.2 Promotions

A promotion shall be defined as moving from one position to another position in a higher pay grade or to an Assistant to the Manager position. Assistant to the Manager will be posted for site-specific locations. A Memorandum of Agreement (MOA) regarding expected duration, schedule, responsibilities, and rate of pay will be signed by both parties.

The Employer and the Union both recognize the importance of internal promotions to the long-term success of the Employer, and agree that efforts should be made for the career advancement of current employees. The Employer and the Union also recognize the desirability for the Employer to attract candidates with diverse backgrounds which may not be reflective of its current employees into open positions, and the need for the Employer to have flexibility when making determinations regarding those open positions, particularly in weighing the preferences and needs of the consumers. In recognition of these interests, the Employer agrees to consider making an internal promotion to fill a position each time a position becomes available. However, the Employer and the Union agree that, for the purposes of this section, nothing contained in this Agreement shall limit the Employer's control and discretion to determine what positions are available, whether positions will be filled; and if positions are to be filled, how they are to be filled, whether by outside applicant, transfer, promotion or otherwise retains its management rights with regard to filling open positions.

The Employer shall consider the following factors for promotions made pursuant to this article:

1. Ability to do the job.
2. Work history.
3. Experience in related work.
4. Expressed desires of consumers and/or their family.
5. Education and training directly related to the duties of the vacant position.
6. Other relevant qualifications as determined by the Employer to be appropriate for a particular position.

The Employer agrees to continue its practice that if two or more applicants are determined by the Employer to be equal in accordance with the foregoing factors, the length of service with the Employer shall be the deciding factor.

20.3 Transfers

A transfer shall be defined as any of the following:

- A change in worksite
- A move from part-time to full-time
- A move from relief to part-time or full-time
- A move from residential instructor to vocational instructor or vice versa
- An increase in hours without change of status or job title

When an employee(s) applies to transfer into a posted position, the most senior such employee shall be granted the transfer provided such employee meets the criteria described below:

- A. The employee has the qualifications necessary for the job (i.e. driving status, medication certification, language, demonstrated specialized skills from posting, other non-posted objective general qualifications)
- B. Expressed desires of consumers and/or their families pursuant to Article 3
- C. Ability to manage behaviors safely

If a candidate with more seniority is not selected, he or she shall receive an explanation of this decision, based on the above criteria.

If criteria C is the reason for non-selection, after a meeting with the Employer, the candidate shall have the option of a 30-day trial period in the position. After this period, the candidate shall either:

- Be granted the transfer
- Voluntarily return to his/her former position, or
- Be denied the transfer and return to his/her former position, if the Employer can document that the candidate is not able to manage behaviors safely.

The Employer and the Union agree that nothing contained in this article shall limit the Employer's complete control and discretion to determine what positions are available, and whether positions will be filled.

20.4 Relief

Relief employees who work a regularly scheduled shift (i.e. substantially the same day, substantially the same hours, same worksite) for a minimum of 8 hours per week over a 3-month period shall have the option to request that this be identified as a position and be posted. In addition, every three months the Employer will identify any such situations and post any such positions. This would exclude temporary assignments.

ARTICLE 21. INVOLUNTARY TRANSFERS, REASSIGNMENTS, AND INVESTIGATIONS

The Employer will not involuntarily reassign or transfer an employee unless it is necessary. In the event it becomes necessary for the Employer to involuntarily transfer or reassign a(n) employee(s) from one location to another location, the Employer will post the need for such reassignment or transfer as soon as possible and seek volunteers first. In the event there are no volunteers, the Employer will meet with the Union to negotiate mutually agreeable solutions. If no agreement can be reached, the Employer may then proceed with the involuntary transfer or reassignment providing the affected employee(s) with written notice. The selection of an employee for involuntary transfer or reassignment shall be based on the following two equal factors:

1. inverse seniority
2. Article 3 – Participation of the People We Serve

In the event that the two above factors weigh equally, then the least senior employee will be selected.

The selection of an employee for involuntary transfer or reassignment shall not result in a loss of pay.

In the case of an involuntary transfer or reassignment, the Employer shall provide the employee with in-service training and orientation in the new position.

If an employee is subject to an investigation by the Employer or any outside agency as a result of a complaint filed, while retaining its full prerogatives, management will take the least punitive action towards the worker(s) involved while the investigation is under way. In such actions, management will consider the well-being and safety of consumers. If the Employer determines that the employee cannot

work at his/her regular worksite pending the outcome of the investigation, the Employer will notify the Union and either:

- a) reassign the employee temporarily to another worksite for alternative duties; and/or,
- b) restrict working conditions while employee is under investigation; and/or,
- c) place the employee on paid administrative leave for up to 6 weeks.
- d) If a staff person is unresponsive to a request to participate in the investigation process for more than 72 hours, their administrative leave will be suspended. Staff will always be expected to report to work during their regularly assigned work schedule during an administrative leave. Failure to comply with this guideline may result of suspension of their administrative leave.

When an employee is notified by BCL that they are the subject or otherwise part of an investigation, the employee shall be informed of his/her right to union representation. Whenever possible such notification shall occur by phone, at the main office of BCL or some other location away from the employee's normal worksite. Furthermore, the employee shall be informed of the specific charges and what agency is investigating the complaint, to the extent that BCL management has knowledge, during the investigation and prior to meeting with the investigator. Upon completion of such an investigation with a final disposition that does not substantiate the allegation, or contain any other negative findings against the employee, and consistent with the principles of Article 3 – Participation of the People We Serve, the employee shall return to his/her former position including worksite, hours and schedule.

21A. BCL reserves the right to conduct a background check for current employees in compliance with DDS Regulations. All checks will be conducted in accordance with applicable law. Employees whose background check does not meet DDS or applicable law requirements may be subject to action up to and including termination. Employer will pay for any costs associated with conducting background checks.

ARTICLE 22. PROBATIONARY PERIOD

A newly hired employee or an employee hired after he/she has lost his/her seniority shall complete a probationary period of: 90 days for full-time staff; 180 days for relief and part-time staff. Part-time or relief employees who become full-time during their probationary period will either complete their original 180-day probationary period or work a new 90-day probationary period, whichever is less.

An employee will not have access to the grievance procedure for disciplinary action during his/her probationary period.

The Employer may extend the probationary period with the approval of the union for up to an additional 90 days if there has been insufficient opportunity to evaluate this employee or if there have been documented performance and/or attendance issues.

Promotional Probation

Employees who are promoted will complete a 90-day promotional probationary period. During this period, the employee will have the right to voluntarily return to his/her previous position and the Employer will have the right to require the employee to return to his/her previous position without the employee having recourse to the grievance procedure.

When an employee is promoted to a management position, the employee may be retained on an 'acting' status for up to 90 days. During this period, if the employee returns to a bargaining unit position, the employee may resume his/her previous hours and schedule. At the end of the 90-day period, if the employee has not returned to his/her former position, the employee shall no longer be considered 'acting' and shall not have any rights to his/her former hours and schedule.

ARTICLE 23. DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged except for just cause.
The Employer will notify the Union of the discharge or suspension of an employee.

ARTICLE 24. PERSONNEL FILES

An employee will be permitted by prior appointment to examine his/her personnel file and to make copies of its contents. An employee shall have the right to comment, in writing, on anything placed in his/her personnel file. There shall be only one official personnel file. No material shall be placed in an employee's personnel file that is inaccurate.

All written documentation related to job performance will be signed off by staff to acknowledge receipt thereof.

Any written warning or less serious employee Work Performance Note negatively impacting an employee that is placed in the employee's personnel file will, **upon the request of the employee**, be moved to a separate file after 1 year, if there is no recurrence of the action or omission which the material refers to with the following exceptions:

1. material relating to a DPPC or DDS investigation
2. material relating to an incident of client abuse or neglect

Material in this separate file will only be available to the Chief Executive Officer, Human Resources Director, agency's Attorney, agency's Keeper of the Records, and any duly authorized investigator.

ARTICLE 25. TRAININGS / STAFF MEETINGS

Employees will be paid their regular rate for all required trainings attended.

Employees will be notified at least 30 days before any required certifications expire and in enough time to attend the training needed to recertify.

Employees who arrive at trainings that are cancelled, without 24-hour notice, may request payment of regular rate of pay for three (3) hours. Cancellations due to inclement weather are excluded.

Trainings and workshops are considered an assigned shift. Employees who do not attend without prior notice will be subject to appropriate disciplinary action.

All trainings are for the primary benefit of BCL staff. Others in attendance are at the sole discretion of the instructor and/or the BCL HR Director.

Staff should complete trainings which are expected to last beyond 45 minutes (such as Safety Care, First Aid/CPR, Human Rights) outside of their regular work hours. These trainings will be either be provided on an in-person basis or, under certain circumstances (such as a pandemic), staff will have the opportunity to complete these trainings remotely.

Staff should complete trainings which are expected to last less than 45 minutes ("refresher" trainings such as HIPPA, anti-discrimination/harassment) on-site during their regular work hours. In the event that a staff member is unable to complete these trainings during their regular work hours due to the nature of their job responsibilities, they may request supervisor approval to complete these trainings outside of their shift. Such requests will not be unreasonably denied. In the event that supervisor approval is provided to

a staff member and the staff member completes the training outside of their regular work hours, once the trainings have been completed the staff member must submit a punch change request through Paycom in order to be paid for the additional time. Staff will be reminded of the need to submit a punch change request upon completion of trainings at the time that their manager approves the trainings to be completed outside of their shift.

25.1 Staff Meetings

Full-time and part-time employees are expected to attend staff meetings and trainings at their assigned program locations, or at one of BCL's other locations, when deemed necessary. If the program location is not conducive to staff meetings due to individuals being home, space needed for the training, technology needed for the training, or other operational needs, BCL will notify employees and the union representative that the location of these meetings/trainings will be changed. The new meeting location will be worked out with the union representative taking into consideration the input of employees. If employees are required to pay for parking in order to attend trainings/meetings, BCL will reimburse the employee. Per diem staff are strongly encouraged to attend. Residential managers will work with staff to determine the days and times that work best for the majority of staff at the assigned location. When possible, staff meetings will be scheduled before or after an employee's shift with an effort not to interfere with an employees' scheduled days off.

On December 1st of each year, the Agency will distribute a staff meeting calendar for all locations for the upcoming calendar year (Jan 1-Dec 31). Most locations will have one staff meeting per month.

Employees will be notified of the meeting dates by 12/1 in the following manner:

- 1) The list of staff meeting dates/times will be sent to employees by BCL email
- 2) Meeting dates will be posted at each program location
- 3) Meeting dates/times will be added to employee's Paycom schedule

For monthly meetings, employees will be required to attend 10 out of 12 meetings (83%) each year. Any new employee will be expected to miss no more than two staff meetings per calendar year, regardless of hire date. Employees will be required to use Paycom to request time off for the staff meeting at least two weeks in advance. Once an employee misses two staff meetings within a calendar year, they will be required to use their PTO (if they accrue PTO) for any additional meetings missed. For the first two missed meetings, employees will not be required to use PTO.

If a manager needs to schedule an emergency staff meeting, staff are expected to attend. However, if an employee notifies their manager in advance that they cannot attend an emergency meeting, this will not count toward the two meetings that they are permitted to miss.

If an employee missed a meeting, the residential manager will meet 1:1 with the employee or allow the employee to review the meeting notes independently. The meeting notes must be signed within one week of the meeting date.

If an employee has a conflicting commitment that prohibits them from attending meetings regularly, both in-person and remote, (e.g. another job, school, etc.), the employee will complete a Staff Meeting Waiver form. The supervisor and H.R. Director will review this request and determine whether or not they are exempt from attending staff meetings or if the number of required meetings is modified. If the employee does not agree with the determination made, they may request a reevaluation of the decision with input from the Worker Participation Committee.

If meetings/trainings for a particular group is held at a BCL office location, in order to participate remotely, staff must fill out a Staff Meeting Waiver form and attest to the fact that they will keep their camera on and be in a private area while attending the meeting. Some meetings/trainings cannot be held remotely due to the "hands on" nature of some of the topics (e.g., medical protocols, vital signs, Safety

Care, etc.). Requests to attend meetings remotely instead of at a BCL office location will not be arbitrarily denied.

ARTICLE 26. SENIORITY

An employee's seniority shall be defined as being equal to his/her length of continuous employment with the Employer, unbroken by any of the reasons specified below. An employee will acquire seniority from his/her date of hire.

An employee shall lose his/her seniority if he/she, resigns, retires or is terminated or if the employee exceeds an authorized leave of absence.

An employee who takes any non-bargaining unit position at Better Community Living, Inc. and then voluntarily returns to the bargaining unit shall be credited with the seniority that the employee had before accepting the non-bargaining unit position.

ARTICLE 27. STAFF WHO TEMPORARILY FILL IN FOR MANAGER\ACTING MANAGER

When the Employer determines that there is a need for someone to fill in for a manager who is on leave, the Employer will seek volunteers among the staff at that site to fill in for the manager during his/her absence. The Acting Manager will be paid on salary according to the BCL Manager Salary Matrix. A Memorandum of Agreement (MOA) regarding expected duration, schedule, responsibilities, and rate of pay will be signed by both parties. Selection will be made by the Employer in accordance with Article 20 – Promotions, Vacancies and Transfers.

ARTICLE 28. MINIMUM HOURS PAID

An employee called in to work and who reports to work shall be paid a minimum of three hours pay at their regular rate of pay. This has traditionally been used for assistance in administering medications.

For scheduled staff meetings, employees shall be paid a minimum of one hour at their regular rate. If a lapse of 90 minutes or less between scheduled staff meetings and last shift worked, the employee will choose between:

A. Stay at work.

Or

B. Taking up to a 90-minute unpaid break. If Option A is chosen, the manager will assign tasks to be completed during that extra scheduled time of work.

ARTICLE 29. ASSISTANT TO THE MANAGER

When a program site requires additional support, an Assistant to the Manager position may be posted. Duties of this position may include assisting the Manager in any and/or all of the following:

- *Medication auditing, ordering, documentation of delivery
- *Staff scheduling, finding coverage, payroll

- *Preparation and follow-up tasks related to consumer medical appointments
- *Attending medical appointments
- *Tasks related to preparation and implementation of an ISP
- *Verification of data collection and documentation
- *Communication with other service providers, families or DDS
- *Documentation of financial transactions
- *Providing orientation and training for other employees
- *Documentation of any incidents or medical issues

The Assistant to the Manager will not act as a Supervisor or take disciplinary action toward other bargaining unit members. An employee who is the Assistant to the Manager will be compensated at an hourly rate which is 10% above their current rate.

On-Call Coverage

On-call coverage will also be considered an additional duty. Employees providing On-call coverage will be expected to come in to work in an emergency, and find staff coverage when needed. Staff providing On-call coverage will be compensated at the rate of \$1.00/1 hour period. Employees on On-call coverage who come in to work during that time will also be paid their regular rate (or overtime rate if applicable) for all such hours worked.

ARTICLE 30. TRANSPORTATION

Employees who are not qualified to drive at the time of hire shall be employed as relief staff only.

Some positions require use of personal vehicle, which must be pre-approved by management for verification of insurance, inspection sticker and safety. BCL reserves the right to determine which positions require the use of personal vehicles. BCL shall negotiate the impact of these decisions, if requested by the Union. Prior to requiring use of personal vehicle, every effort will be made to utilize existing agency vehicles.

Employees who become unable to drive after hire will maintain employment status for up to 30 calendar days while transfers to open shifts not requiring driving are arranged, if necessary. If there are no such open shifts, the Employer will meet with the Union to seek out volunteers to transfer with this employee. If arrangements are not available, the Employer may reduce hours of the employee, or convert the employee to relief status, if necessary. Such employee shall have the right to apply for any part-time or full-time available shifts that do not require driving and Article 20 and any other relevant articles shall apply as with any other employee.

License Verification

Employees must carry a valid driver's license on his/her person while driving. Valid driver's license will be verified by the manager to ensure staff have valid driver's license. Valid driver's license will be verified at least annually.

Supportive Transportation Devices

Supportive transportation devices include wheelchairs and bicycles and similar devices. A team plan will be developed to facilitate the transportation of consumers. This team plan shall include use of available public transportation resources, BCL vehicles and employee-owned vehicles.

Of paramount concern is the continued integration of consumers into the community. The development of the team plan will include consideration of factors such as: safety, required staffing levels, availability of adaptive lift equipment, availability of agency vehicles and staff-owned vehicles, staff rotation, and public transportation resources.

Safety

If staff is concerned about behaviors while driving vehicles they should not drive the vehicle because it would create unsafe conditions. Smoking is not permitted in agency vehicles. Staff is expected to take reasonable safety measures and to respect the health needs of the consumer while using any vehicles as part of their employment. Additional safety issues will be addressed in the ISP guidelines.

Mileage

Personal vehicle mileage will be reimbursed at the current IRS rate per mile.

Standard mileage totals are available at the Administrative and Business Office. Mileage forms are also available upon request. Submit these forms into Business Office for reimbursement within 15 days.

When reimbursing for mileage, the employee's justification of the miles traveled will be considered acceptable if it reasonably fits one of the following criteria:

- standard mileage
- quickest route
- safest route
- only route that the employee knew or was comfortable driving

Staff will designate any deviation from standard mileage by writing "q", "s", or "o".

Insurance

Personal vehicle driver will use his/her own insurance as well as assuming responsibilities for any damages to their own vehicle not covered by Article 37 -- Reimbursement. The agency does carry an automobile policy and an umbrella policy that exceeds the primary insurance policy of the owner of the car. In the event of an accident in which the employee is not at fault, the agency will pay for any deductible costs (up to \$500 per accident; \$1,000 limit per employee) charged to the employee. This reimbursement of deductible cost will be approved after receipt of letter from employee's insurance carrier, which verifies that employee has no other means available for reimbursement from insurance coverage of person causing the accident. All accidents will be promptly reported and agency reporting policy will be followed.

Destinations

BCL will establish guidelines for destinations (see Procedure for Vehicle Use).

ARTICLE 31. NO HARASSMENT

We do not tolerate the harassment of applicants, employees, customers, or vendors. Any form of harassment relating to an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law is a violation of this policy and will be treated as a disciplinary matter.

In Massachusetts, the following also are a protected class: Religious creed; sexual orientation; gender identity; ancestry; veteran status; admission to a mental facility; status as a registered qualifying medical marijuana patient or registered primary caregiver; and military membership.

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please see the BCL 'No Harassment' policy in the Employee Handbook.

ARTICLE 32. INSURANCE

Health Insurance

Eligible full-time employees who work 30 hours or more may enroll in a single or a family contract after completing their introductory period. Eligibility may be defined by state law and/or by the insurance contract.

For each employee choosing to enroll, the following portion of the insurance premium cost shall be paid by the Employer effective the first pay period following ratification of the 7/1/20 Agreement:

	EMPLOYER CONTRIBUTION	
	Individual	Family
Full-time employees (30+)	75 %	65 %

The Employee is responsible for the remainder of the premium. Information and enrollment forms may be obtained from human resources.

To assist you with the cost of this insurance, BCL pays a portion of a single, or a family plan. Employees are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan.

Dental Insurance & Vision Insurance

Eligible employees who are regularly scheduled for 20 hours or more may enroll in a single or a family plan after completing their introductory period. Information and enrollment forms may be obtained from human resources.

Employees are responsible for paying the complete cost through payroll deductions.

A booklet containing the details of the plan and the eligibility requirements may be obtained from human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan.

At the end of employment you may be entitled to continuation or conversion of the group dental insurance and/or group vision insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact human resources.

Life Insurance

The Employer will make available life insurance coverage for full-time employees in an amount equal to one year's annual salary rounded to the nearest \$1000. The Employer will pay 100% of the cost of the insurance.

Supplemental Insurance:

The employer provides a group supplemental insurance with the following supplemental insurance: Short Term Disability, Long Term Disability, Accidental Insurance and Cancer Insurance. Employees are responsible for paying the complete cost through payroll deductions.

A booklet containing the details of the supplemental insurance may be obtained from human resources.

At the end of employment supplemental insurance are portable and you are responsible for the payment privately. For more information, contact human resources.

ARTICLE 33. HEALTH AND SAFETY

Consistent with BCL Personnel Policy 1.55, the Employer agrees to continue to provide a safe and healthful work environment for all employees, and further agrees to ensure optimum working conditions, and to provide for the highest standards of workplace safety, sanitation, ventilation, cleanliness, light, noise control, adequate heating and air conditioning, and health and safety, in general. The Employer further agrees to comply with all local, state and federal health and safety laws and regulations.

Employees may refuse to perform unsafe tasks.

The Safety Committee will annually review safety issues related to weather (e.g. snowstorms, hurricanes, blizzards). The Safety Committee will develop a written plan to maintain egress in compliance with QUEST standards. The Administration will manage snow removal from driveways and removal of large debris. No excessive or unreasonably repetitive (such as every hour) removal of snow or debris will be required of the staff. Employees shall be responsible for shoveling walkways, and clearing snow from BCL vehicles.

Consistent with providing a safe work environment for staff, the Union and the Employer recognize the need to intervene early on and take appropriate steps to reduce the potential of bedbug infestation at Agency homes. In order to detect problems early on and provide a rapid response to prevent the spread of bedbugs which pose a threat to the safety of staff and consumers, staff are strongly encouraged to come forward immediately should they find a bedbug at their worksite or at their own home. Staff should report information to their house manager or to the Health and Safety liason at BCL. Reports made by staff will be kept confidential and BCL will work with the staff member to address the problem.

A. If a bedbug is found at a BCL home:

BCL will bring in an inspector to determine the extent of the infestation and treat the home accordingly. BCL will work with staff to ensure proper safety precautions before, during, and after treatment to reduce the likelihood of the bedbugs spreading outside of the home. BCL will also offer to employees to have an inspector determine if there are bedbugs at their personal homes.

B. If an employee finds a bedbug at their own home:

BCL will keep the information reported by the employee confidential and offer to have an inspector determine the extent of the infestation. Every effort will be made to allow the employee to continue working while following preventative safety precautions to reduce the likelihood of the bedbugs spreading to a BCL home. If BCL determines that it is in the best interest of the health and safety of other staff that the employee not report to work until the issue is resolved at home, BCL will provide up to two weeks of paid administrative leave and discuss ways in which the agency may be able to provide additional support to the employee in order to help expediently resolve the issue.

ARTICLE 34. LEAVES OF ABSENCE

Employees who are part-time or full-time, have completed their probationary period, and have worked at least one year, shall be eligible for unpaid leaves of absences. Emergency medical leave requests, for individuals with less than one year of employment, will be reviewed on a case by case basis by the Chief Executive Officer. All requests for a leave of absence that exceeds 5 days shall be requested at least 30 days in advance (except in cases of emergency) and shall be approved by the Employer in a timely fashion. An employee may use PTO while on leave. An employee shall accrue seniority while he/she is on an approved leave of absence but shall not accrue benefits. The Employer shall endeavor to temporarily replace an employee on a leave of absence.

Family and Medical Leave

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for BCL in the preceding seven years (limited exception apply to the seven-year requirement;
 2. have worked at least 1,250 hours for BCL over the preceding 12 months;
- and
3. currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a covered service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details);

or

6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a covered service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A “covered service member” is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

The term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12 Month Period

The 12-month period in which 12 weeks of leave may be taken from July 1 to June 30 of the fiscal year. For leave to care for a covered service member, BCL calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt BCL's operations.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or BCL may require you) to use accrued paid leave (Paid Time Off), concurrently with some or all of your FMLA leave. In order to substitute

paid leave for FMLA leave, an eligible employee must comply with BCL's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, BCL will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, BCL may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions; a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform BCL if the requested leave is for a reason for which FMLA leave was previously taken or certified.
2. If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the BCL normal call-in procedures, absent unusual circumstances.
3. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of BCL request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including discharge. Second or third medical opinions and periodic re-certifications may also be required;
4. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
5. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. BCL will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including discharge.

Employer Responsibilities

To the extent required by law, BCL will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, BCL will provide them with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, BCL will provide a reason for the ineligibility. BCL will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the

employee's leave entitlement. If BCL determines that the leave is not FMLA-protected, the BCL will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to BCL's standard leave of absence and attendance policies. This may result in discharge if you have no other BCL-provided or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, BCL's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Massachusetts Paid Family and Medical Leave (PFML)

The Agency agrees to comply with the Massachusetts Paid Family and Medical Leave (PFML) law and its accompanying regulations as may be amended from time to time.

Individual Staff Medical Leave

Employees employed at least one year may request a leave for a personal medical condition not to exceed six (6) months. Employee is responsible for his/her portion of health coverage premium payments. Arrangements for payment may be made through the Business Office. The Employer will provide up to six (6) months of Employer's share of health coverage payments. Return to work status will follow guidelines A or B, (see below). This leave shall be concurrent with FMLA leave for the first twelve weeks.

Personal Leave

Employees may request a leave of absence for personal reasons. An unpaid personal leave under 5 days must be submitted in writing 14 days prior to leave request and may be approved by the Site Manager. A personal leave of 5 days or more will be requested in writing at least 30 days in advance (except in cases of emergency) to the Chief Executive Officer, along with recommendations from the Site Manager. Employee is solely responsible for payment of any health insurance coverage. Return to work status will follow guidelines A or B, (see below).

Military Leave

Employees shall be granted military leave in accordance with applicable law.

Jury Duty Leave

Employees shall be granted leave for jury duty in accordance with applicable law.

Small Necessities Leave Act

Employees shall be granted SNLA leave in accordance with applicable law.

Workers Compensation Leave

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to human resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

The Employer will provide up to six (6) months of Employer's share of health coverage payments. Return to work status follows guidelines A or B, (see below).

For employees who have been employed for less than one year, the Employer will pay its share of health insurance coverage for a three-month period, following FMLA leave. Return to work status follows guidelines A or B, (see below).

Return to Work

Employees will be required to submit a Return to Work notice from physician. Upon return to work, employment status will be designated as follows:

- A. For a leave of absence of 3 months or less, an employee will return to work and be placed in the same classification, number of hours, shift, schedule and worksite as he/she was in prior to the leave or would have been, if the leave had not been taken, unless program changes occur which are not a direct result of the leave.
- B. For a leave of absence over 3 months but less than 6 months, staff will return to the same number of hours per week.

Employees, who are rehired within 60 days of the end of their approved leave, will retain seniority.

ARTICLE 35. DRUG TESTING

It is the policy of Better Community Living, Inc. to protect individuals' rights to safety while under the care of this agency. It is also the policy of Better Community Living, Inc. to protect the rights to safety of all staff.

Confidentiality is a priority throughout this drug testing process.

Volunteer Treatment

Staff who voluntarily admit to having a problem with drugs/alcohol, before being asked to take a drug test, will be placed on unpaid leave and offered the opportunity to enter a recognized drug/alcohol treatment program. Upon receipt of documentation that the employee has satisfactorily completed the program, staff will then be allowed to return to his/her former position. Such employees will not receive disciplinary action but may be subject to further testing without notice.

Workplace Testing

Where there is a reason to suspect that an employee is reporting to work under the influence of drugs/alcohol, or is consuming drugs/alcohol at the workplace, the Employer may require the employee to submit to drug testing. Such reason to suspect shall include observations of an employee's condition while working. The Employer will have a supervisor and, if possible, another witness, observe the employee prior to making the determination to require drug testing.

Discovery of drugs or drug paraphernalia at or near the worksite, or in or around vehicles used for BCL business, may result in drug testing for all employees who were at the worksite within a 72-hour time period of incident.

The basis for the reasonable suspicion shall be documented and signed by the Employer. A copy shall be given to the suspected employee. Prior to requiring drug testing, the employee must be informed of his/her right to Union representation. The employee shall be given the right to give admission or explanation for his/her condition which shall be considered before requiring drug testing.

An employee who is tested shall be provided with the following upon written request:

- A copy of the testing policy
- A list of tests to be used
- The test results in writing

Refusal to follow this requirement for drug screening may result in immediate dismissal.

If the test results are positive for drug, the employee will be entitled to get a re-test of the same specimen before any disciplinary determination is made. No second opinion for alcohol due to time limits.

A positive test result will be considered grounds for termination.

Staff tested for drugs or alcohol may be subject to further testing without notice.

Violation of this policy shall result in disciplinary procedures, up to and including dismissal.

ARTICLE 36. DRESS CODE

Staff is expected to exhibit a neat, well-groomed appearance. Employee's appearance should follow the following guidelines:

- Be safe
- Be appropriate for the environment
- Be non-provocative
- Not attract attention

If the Site Manager decides that a staff person is in violation of this dress code, the staff person may be asked to go home and change. The time required to do this is unpaid.

The ID badge should not be worn visibly unless the employee is working in a hospital setting with an individual; however, BCL employees should carry their badges with them while on shift, in the event they need to be identified as a BCL employee.

ARTICLE 37. REIMBURSEMENT

The Employer will reimburse employees for costs due to repairing damage to employee's property caused by individuals served by the Employer if the following guidelines are met:

- The damage was caused by work-related activity
- The property damaged was appropriate for work environment
- The staff followed correct procedures for the situation

Requests for such reimbursement should be submitted by filling out an incident report within 24 hours of the event. Such requests will be reviewed by a sub-committee of the Worker Participation Committee which may request additional information. Their recommendation will be submitted to the Chief Executive Officer and will not be unreasonably denied.

ARTICLE 38. PAID TIME OFF (PTO)

Paid Time Off (PTO) is accrued as follows:

Full-time staff (35+ hours/week) accrues PTO as described below:

Seniority	Days	Time Accrued
0 - 3 years	20	6.15 hours/pay period
3 – 6 years	23	7.07 hours/pay period
6- 10 years	26	8.00 hours/pay period
10 – 15 years	29	8.92 hours/pay period
15+	32	9.85 hours/pay period

Part-time staff who have worked over 500 hours and who have been employed at the agency for over six (6) months and who are consistently scheduled for twenty (20) hours per week or more shall accrue PTO as follows. Once the staff begins to accrue PTO his/her Earned Sick time will be converted to Paid Time Off (PTO). Maximum amount to be converted to PTO is 40 hours.

	< 3 years seniority	3-6 yrs seniority	> 6 years seniority
Hours worked: 29-34	4.155 hours accrued per pay period	4.845 hours accrued per pay period	5.535 hours accrued per pay period
Hours worked: 20-28	2.77 hours accrued per pay period	3.23 hours accrued per pay period	3.69 hours accrued per pay period

If a per-diem relief staff accepts a part time or full time position which accumulates PTO, his/her Earned Sick time will be converted to Paid Time Off (PTO). Maximum amount to be converted to PTO is 40 hours.

PTO leave may be used for sickness, vacation or personal days, and is totally interchangeable by a staff person.

PTO for vacation use must be requested 14 days in advance and approved by the Site Manager or supervisor. Such requests will be granted unless unusual circumstances exist and granting such a request would cause programmatic hardship. PTO leave for vacation days cannot be taken during the probationary period, but months worked during the probationary period are included in computing PTO.

When two or more employees request PTO for vacation use at the same time, and both leave requests cannot be granted, the request of the more senior employee(s) will be granted, provided that they have made their request at least four (4) weeks in advance unless a junior employee has requested and obtained approval for vacation time requiring prepaid reservations or a deposit for travel and/or accommodations.

Approved vacation requests will be posted in the staff log book or similar documentation located at each site and be available to all staff.

In the event that two or more employees request the same dates off for vacation two or more years in a row, and the requests cannot all be granted, then the employee(s) request will be granted in an equitable manner by rotation.

The Agency agrees to comply with the Massachusetts Earned Sick Time Law and its accompanying regulations as may be amended from time to time. Time away from work due to a permissible use of Earned Sick Time will be with pay to the extent that the employee has PTO or Earned Sick Time available. Employees should try to give at least eight (8) hours prior notice to his/her supervisor when possible.

PTO Accumulation

Employees can accumulate and retain from year to year a maximum of 1.5 year's worth of PTO accrual. Once this accumulation total has been reached, the employee can no longer accrue PTO unless the employee has requested to use PTO and been denied. In this circumstance, the employee will continue to accrue PTO until he or she is granted PTO time off or until 30 days goes by without a request being made. Accrual of PTO will resume when the employee's total PTO falls below the limit of 1.5 years' worth of PTO accrual.

The Chief Executive Officer has the authority to approve any transfer of PTO hours between staff.

PTO Cash-out

Employees with more than sixty (60) hours of accrued PTO are eligible to cash out additional PTO hours up to a maximum of eighty (80) PTO hours per pay period. Employees must maintain a sixty (60) hour balance of PTO after cash-out. Requests to cash in PTO time will be processed upon receipt of a written request by the employee to the payroll coordinator and are subject to the availability of funds. Requests must be made at least two weeks prior to scheduled pay date. PTO pay-out will be processed along with the regular payroll and included in the employee's paycheck.

ARTICLE 39. NEPOTISM

No employee will be permitted to hire, supervise, evaluate or otherwise make employment decisions regarding a relative or someone with whom they are having a close personal relationship.

Employees who are married or involved in a close personal relationship will not work together at the same location on the same shift.

Better Community Living discourages members of the same immediate family from working at the same worksite and the same shift. If complaints from co-workers, consumers or family members are raised, Better Community Living will address each situation on a case by case basis.

ARTICLE 40. VACATIONS OF INDIVIDUALS WE SERVE

Staff will not be required to go on overnight trips with individuals being served. Staff volunteering to go on such trips will be compensated in accordance with a plan developed in advance of the trip. Guidelines for developing the plan include the amount of work being performed by staff on the vacation in comparison with the amount of work normally performed by staff in the house. The plan will be approved and signed off by the Union, the Employer and the employee.

ARTICLE 41. SCHEDULES WHEN INDIVIDUALS WE SERVE ARE AWAY FROM HOME

When the individuals served by an employee are spending time at home with their families or otherwise temporarily not in need of services from employees, the employee will continue to work their regular hours for the Employer or the Employer and the employee may mutually agree to allow employee to use PTO time.

Notwithstanding the above, management maintains their right to schedule staff consistent with Article 17 – Hours of Work and with the management rights clause.

ARTICLE 42. COMMITTEE ON POLITICAL EDUCATION

The Employer agrees to honor the voluntary contribution deduction authorizations from its employees who are Union members to the Union's Committee on Political Education in the form provided for by the Union once the technology is in place to make such voluntary deductions feasible.

ARTICLE 43. BEREAVEMENT LEAVE

In the event of a death of a close personal friend or relative not named in the family list, the staff may request immediate leave time of one or two (1-2) days. At the discretion of the Chief Executive Officer, such leave may be allowed.

Documentation of the relationship may be required by the Chief Executive Officer.

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately. Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Paid bereavement leave is granted according to the following schedule:

Full-time and part-time employees are eligible upon hire for bereavement leave up to three (3) paid days for the death of someone in an employee's immediate family. Bereavement leave up to three (3) scheduled days includes the day of funeral services. Time off after funeral services may be requested as PTO.

Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, and children, children of domestic partners, grandchildren, grandparents, parents-in-law, step children, step parents, step brother, step sister and parents of domestic partner.

Up to two (2) paid days may be allowed for a death of specific other family members. This includes the following: son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt and uncle.

BCL, Inc. reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

ARTICLE 44. SUBCONTRACTING

Bargaining unit work shall not be given to any subcontractors unless:

- It has first been offered to any and all eligible bargaining unit members, including as overtime;
- Any subcontractors performing the work are subject to the same work rules and qualifications as entry-level BCL employees.

ARTICLE 45. IMMIGRATION LEAVE

The parties recognize that questions involving an employee's immigration/work status or personal information may arise during the course of his/her employment, and that errors in an employee's documentation may be due to mistakes or circumstances beyond an employee's control. The parties agree to attempt to minimize the impact of such issues on both the affected employees and the Employer by working together to fairly resolve such while complying with all applicable laws.

1. In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee in writing and forward a copy of such notification to the Union. The letter shall contain a concise statement of the issue and reference an employee's rights under this Article. If the issue involves the expiration of an employee's authorization to work, the employee shall be suspended until such time as the matter is remedied or other action is taken consistent with this Article. Employees are responsible for filing the necessary application or petition sufficiently in advance to reasonably expect to maintain continuous employment authorization or valid employment authorization documents.
2. If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded reasonable opportunity to remedy the identified problem or secure acceptable documentation demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment unless there is a break in service. If the bargaining unit member does not remedy the issue or provide valid documentation that the issue is in the process of being remedied within 30 days the bargaining member may be discharged. If within 30 days there is documentation that a process to remedy the issue is commenced, then the employee has up to 90 days to remedy the process and avoid termination. If the Employee has verified that the identified problem is in the process of review or correction the employee shall not be discharged, but may be suspended provided this is consistent with applicable law. It is understood that if the work authorization has expired an employee cannot work even if the matter is under review. It is understood that an employee suspended pursuant to this paragraph shall not accrue seniority or any other benefits while suspended. Employees terminated according to this article who remedy the issue which resulted in termination, if rehired at the Employers' discretion within 6 months, shall retain their seniority.
3. If the bargaining unit member obtains the valid documentation as referenced in paragraph 2 above, when necessary, he/she may, consistent with operational needs as determined by the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested.
4. Upon request the Employer agrees to meet with the Union and discuss the employee's issue/problem. When practicable, and permissible under applicable law and/or regulations, this meeting will take place before the Employer initiates any adverse employment action. The Union and the Employer understand and agree that under no circumstances do the terms of this Agreement void any current or future Local, State or Federal Immigration Laws for which the Employer is required to adhere to and be in compliance with appropriate laws and regulations.


ARTICLE 46. DURATION

Except as otherwise provided herein, this Agreement shall become effective as of **July 1, 2023** and shall continue in full force and effect through **June 30, 2026** and thereafter from year to year unless terminated by notice in writing given by either party to the other of not less than ninety (90) days prior to the expiration of the above-stated period or any subsequent year of the existence of this Agreement.

Notwithstanding the above, if the cost of health insurance increases by greater than 6%, the Employer may open the Agreement for changes in health insurance only by giving written notice to the Union of

such intention. The no-strike provisions of this Agreement shall remain in effect during any such reopener.

In witness whereof the parties have executed this Agreement, as of the day and year first written above.

DocuSigned by:

91F4F4F56B8B496...

Better Community Living, Inc.

8/4/2023

Today's date

DocuSigned by:

8792E01C898D409...

Local 509, Service Employees International Union

8/7/2023

Today's date

APPENDIX I -- BARGAINING UNIT TITLES COVERED BY THIS AGREEMENT:

Residential Instructor
Community Support Staff (Individual Support Staff/Family Support Staff/AWC Staff)
Skills Trainer
Driver
Nurse
LPN
Clerk

TITLES NOT COVERED BY THIS AGREEMENT:

Chief Executive Officer
H.R. Director Clinical Director
Clinical Coordinator
Payroll Coordinator
Chief Financial Officer
Quality Enhancement Director
Human Resource Coordinator
Finance Manager
Human Resource Training Coordinator/Medical Coordinator (Confidential)
Human Resource Director
IT Project Manager
Program Administrator/Data Analyst
Nurse Supervisor
Program Director
Residential Manager
AWC Manager
Community Support Manager
Family Support Managers
Administrative Assistant to the Chief Executive Officer
SEASONAL EMPLOYEES

APPENDIX II – WAGE CHARTS

MAP-Certified Residential instructors, Individual Supports Staff, Family Supports Staff, AWC (Base Rate), Drivers	14% increase	3% increase	3% increase
	7/1/23	7/1/24	7/1/25
Less than 3 years	\$19.16	\$19.74	\$20.33
3 yrs to 6 yrs	\$20.01	\$20.61	\$21.23
6 yrs to 9 yrs	\$20.60	\$21.22	\$21.85
9 yrs to 12 yrs	\$21.20	\$21.84	\$22.50
12 yrs to 15 yrs	\$21.87	\$22.52	\$23.20
15 yrs +	\$22.93	\$23.61	\$24.32

Non-MAP certified Residential Instructors	\$1.50 less than MAP-Cert Res Instructors		
	7/1/23	7/1/24	7/1/25
Less than 3 years	\$17.66	\$18.24	\$18.83
3 yrs to 6 yrs	\$18.51	\$19.11	\$19.73
6 yrs to 9 yrs	\$19.10	\$19.72	\$20.35
9 yrs to 12 yrs	\$19.70	\$20.34	\$21.00
12 yrs to 15 yrs	\$20.37	\$21.02	\$21.70
15 yrs +	\$21.43	\$22.11	\$22.82

Asleep Residential Instructors	14% increase	3% increase	3% increase
	7/1/23	7/1/24	7/1/25
Less than 3 years	\$17.18	\$17.70	\$18.23
3 yrs to 6 yrs	\$17.86	\$18.40	\$18.95
6 yrs to 9 yrs	\$18.22	\$18.76	\$19.33
9 yrs to 12 yrs	\$18.58	\$19.14	\$19.71
12 yrs to 15 yrs	\$18.96	\$19.53	\$20.11
15 yrs +	\$19.73	\$20.33	\$20.94

Skills Trainers	14% increase	3% increase	3% increase
	7/1/23	7/1/24	7/1/25
Less than 3 years	\$21.56	\$22.20	\$22.87
3 yrs to 6 yrs	\$22.52	\$23.19	\$23.89
6 yrs to 9 yrs	\$23.18	\$23.87	\$24.59
9 yrs to 12 yrs	\$23.85	\$24.56	\$25.30
12 yrs to 15 yrs	\$24.59	\$25.33	\$26.09
15 yrs +	\$25.79	\$26.56	\$27.36

RN	14% increase		3% increase		3% increase	
	7/1/23		7/1/24		7/1/25	
	Non-MAP	MAP Trainer	Non-MAP	MAP Trainer	Non-MAP	MAP Trainer
Less than 1 years	\$38.57	\$39.34	\$39.72	\$40.52	\$40.91	\$41.74
1 to 3 yrs	\$39.40	\$40.20	\$40.58	\$41.40	\$41.80	\$42.64
3 o 5 yrs	\$40.24	\$41.05	\$41.45	\$42.28	\$42.69	\$43.55
5 to 7 yrs	\$41.11	\$41.94	\$42.34	\$43.20	\$43.61	\$44.49
7 to 10 yrs	\$42.01	\$42.85	\$43.27	\$44.14	\$44.57	\$45.46
10 yrs +	\$42.91	\$43.76	\$44.20	\$45.08	\$45.52	\$46.43



Respite Care

The Hotel Respite program is a requirement of our Family Support Center services (it's temporary ARPA money). We take individuals to a Hotel or AirBNB for the weekend to give the families a break. This is an individual/family driven program and all expenses are paid by BCL.

Initially we had our Family Support Managers doing this so it was not a union issue, but staff have shown interest. We now have some individuals who want the staff to take them for the weekend.

Depending on the schedule of activities for the weekend, this program may violate Article 17.8 Maximum Scheduled Shift Length related to the number of hours worked over a three (3) day period. With that being said, we would like to send you this MOA in order for Union members to participate in this program. Staff who participate, they will be compensated with overtime pay when applicable and they are paid while sleeping/traveling as well.

Generally, the individuals or family choose the employee to accompany them and these folks are mostly familiar with our Day Program staff, so a handful of SEIU members would be affected if "chosen" by the individuals to go.

Except as set forth in this Memorandum of Agreement, all other provisions of the Parties' July 1, 2023 - June 30, 2025 collective bargaining agreement shall remain in full force and effect.

Agreed and Accepted:

FOR SEIU LOCAL 509:

DocuSigned by:
Signature: Tranton Reich
4EC0F3904617413...

Date: 11/2/2023

FOR BETTER COMMUNITY LIVING, INC:

DocuSigned by:
Signature: Tracy Cordeiro
31F4F4F36D6B490...

Date: 11/2/2023

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Masters Level Skills Trainer Wage Chart

During bargaining, a new wage table for our Skills Trainer staff members who have Master's Degrees was omitted. This is a family-driven contract, (see article 14) and in the past, families have identified their own staff with Master's degrees. In order to attract and appropriately compensate Master's Level employees, this wage chart will be used.

Below you will see the attached wage range proposal for Skills Trainer staff members who have Master's Degrees. This proposal also includes the 3% increases to be in alignment with other contracts covered in the current CBA between BCL and SEIU.

Years of experience	7/1/2023	7/1/2024 (3% increase)	7/1/2-25 (3% increase)
Less than 3 years	\$25.50	\$26.27	\$27.06
3-6 years	\$28.50	\$29.36	\$30.24
6-9 years	\$31.50	\$32.45	\$33.42
9-12 years	\$34.50	\$35.54	\$36.61
12-15 years	\$37.50	\$38.63	\$39.79
15 or more	\$40.50	\$41.75	\$43.00

(Note: per CBA, families can choose a pay rate within this range)

Except as set forth in this Memorandum of Agreement, all other provisions of the Parties' July 1, 2023 - June 30, 2025 collective bargaining agreement shall remain in full force and effect.

Agreed and Accepted:

FOR SEIU LOCAL 509:

DocuSigned by:
Signature: Trenton Reich
4EC0F3984817413...

Date: 10/30/2023

FOR BETTER COMMUNITY LIVING, INC:

DocuSigned by:
Signature: Tracey Cordeiro
91F4F4F88C8B490...

Date: 11/2/2023

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MEMORANDUM OF AGREEMENT
Between Better Community Living and SEIU 509

Self Directed Programs Pay Rate Determination

Individuals and families enrolled in “self-directed programs” funded by DDS, such as Agency with Choice and the DESE/DDS Project are expected to create their own budget and set the pay rates for their staff members, within certain parameters set forth by DDS.

This Memo of Agreement allows individuals and or designated guardian/family members to determine the rate of pay for identified staff members in these contracts to be between **\$19.74-\$34.50 per hour** (or the minimum/maximum allowable rate set by DDS which does change periodically).

Other articles related to this group of employees will remain the same.

Except as set forth in this Memorandum of Agreement, all other provisions of the Parties’ July 1, 2023 - June 30, 2025 collective bargaining agreement shall remain in full force and effect.

Agreed and Accepted:

FOR SEIU LOCAL 509:

Signed by:
Signature: Trenton Reich
4EC0E3984817413

Date: 8/12/2024

FOR BETTER COMMUNITY LIVING, INC:

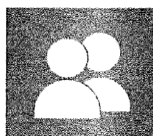
Signed by:
Signature: Tracey Cordeiro
91F4F4F96D8B490...

Date: 8/6/2024

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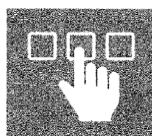
SELF-DIRECTION PROGRAMS



SUPPORT



EMPOWERMENT



CHOICE

Frequently Asked Questions for Agency with Choice Program

1. **Q: If I want to Self-Direct my DDS services with the Agency with Choice (AWC) how would I get started?**
A: To be enrolled in the **Agency with Choice** you should contact your DDS Service Coordinator. A person must be eligible for adult DDS services, have an assessed need and be prioritized for DDS services with an allocation. You must be willing to work with a DDS Service Coordinator as needed to learn about the aspects of the Agency with Choice.
2. **Q: At what age, can someone enroll in the Agency with Choice?**
A: Typically, DDS adult services begin at age 22 when school services end. Individuals who are eligible for ASD (Autism Services without Intellectual Disability) can receive services when they are 18 and leave school. Other situations should be discussed with your Service Coordinator or Area Office.
3. **Q. How does AWC differ from a traditional service provider?**
A. When an individual/family selects a traditional provider agency to deliver supports, the agency assumes the full responsibility for the hiring, screening, training, supervising and managing of the employee. When an individual/family chooses AWC they are entering into an agreement with the provider agency to share those responsibilities. Ideally the participant/family identify employees to hire however if they do not have anyone in their network the agency can assist in finding employees.
4. **Q. How is my AWC budget determined?**
A. Each Individual utilizing AWC is allocated a budget by the Department of Developmental Services based on identified needs. This budget allows for gross wages, tax and fringe for workers hired to provide support services identified, good and services, navigation hours and an administrative fee. In the planning process with the AWC provider, families make decisions about how their budgets are divided up between gross wages and goods and services within program guidelines.
5. **Q. Who is responsible for identifying and screening new employees?**
A. The AWC Provider is responsible for screening and vetting activities to include criminal background checks, fingerprinting, references, etc. Agencies are required to follow Federal and State Regulatory requirements. The AWC Service Navigator will support the individual and family in all activities related to the employment process including: creating job descriptions, writing advertisements, helping families identify resources and places to recruit workers, participate in interviews of identified applicants, help facilitate the hiring process, negotiate and establish rates of pay, and assist in completing annual performance evaluations.

Abby Clark, Home's AWC 2nd yr - 3rd Anna Rose AWC

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6. Q. Can I hire a family member to be an employee?

A. You may not hire a spouse or legal guardians to provide any services. Other family members may be hired as employees if they meet the AWC Provider's requirements. You should speak with your AWC Service Navigator and DDS Service Coordinator about specific guidance related to hiring family members.

7. Q. Who has the final decision about hiring a potential employee?

A. The AWC Provider has the final decision about hiring a potential employee because they are an employee of the agency. This means that the AWC Provider must agree to interview and screen potential candidates brought to their attention, and act in good faith and try to hire the people identified. However, the final decision about hiring belongs to the agency.

8. Q. Who is responsible for paying the employee?

A. The AWC Provider is responsible for processing payroll and employee timesheets. The individual/family is responsible for signing the employee timesheets in a timely manner, and in accordance with agency policies. No timesheets will be processed without employee, family/individual/supervisor signatures.

In addition, withholding, filing, and paying of all Federal, State, and local income and employment taxes, providing workers compensation and unemployment insurance, benefits, as well as issuing W-2 forms or 1099's (when appropriate) are the AWC provider's responsibility.

9. Q. Who decides what the employee will be paid and what benefits the employee will receive?

A. State law determines what the minimum amount a worker can be paid. The Department of Developmental Services has established a maximum amount that an employee, hired through AWC, can be paid. Employee pay rates and benefits are determined by the individual/family in consultation with the AWC Service Navigator. The individual/family can decide when to give pay raises. Please keep in mind raises cannot exceed the pay rates established by the Department of Developmental Services nor can the family spend more money than their budget allows. If the family decides to give an employee a raise, they must do this within their existing budget which means the individual may receive less hours of support services. Pay raises can only be given in consultation with the AWC Service Navigator.

10. Q. Who decides on the employee's daily schedule?

A. The individual/family is responsible for creating and managing the schedule of employees based on the hours that are determined by the individual's budget. The individual/family decides on the daily duties of the employee.

It is the responsibility of the individual/family to develop a backup plan, when necessary, for support if the employee is unable to come to work. Not all situations require a back-up plan. Schedules and time-off requests are determined by the individual/family, but they will need to share that information with the AWC Provider.

11. Q. Who is responsible for managing the day to day responsibilities?

A. The individual/family is responsible for assigning meaningful activities and the day to day management of staff. The AWC Provider is available to provide information, possible resources, and guidance on the training and supervision of employees.

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12. Q. Who decides on the training the employee needs to have?

A. The AWC Provider is responsible for providing the required trainings identified by the Department of Developmental Services (First Aid, CPR, Abuse and Incident Reporting-DPPC and Basic Safety Training, Preventing Financial Abuse and Exploitation). All employees must be certified in First Aid and CPR before they can support individuals alone. The individual/family is responsible for providing training on the daily support needs of the individual, as well as any other specific trainings that they want and believe are important to the delivery of quality supports and will be responsive to their unique needs. Individual agencies may require additional trainings in accordance with their best practices.

Please note that employees are paid for all their training time from the individual's budget, including the time to complete any mandatory training.

13. Q. Who evaluates the employee's job performance?

A. The AWC Service Navigator is responsible for assisting individual/families to complete an annual performance review on each employee.

14. Q. How is communication maintained between the individual/family and AWC Provider?

A. At the time of enrollment there is an agreement developed between the AWC provider and the individual/family, which outlines roles and responsibilities of each party. There is regular communication between the individual/family, AWC Service Navigator and DDS service coordinator through informal phone calls, emails and meetings as needed.

In addition, the AWC Service Navigator will set up quarterly face-to-face meetings to include discussion on; satisfaction with services, updates on the individual's AWC budget, staffing updates, progress the individual is making toward ISP goals, difficulties, concerns, and rates of pay for AWC staff.

15. Q. Who is responsible for managing the individual AWC budget?

A. It is the individual/family's responsibility to manage their budget. The AWC Service Navigator will provide to the individual/family "consumer-friendly" financial statements every month that reflects all expenditures to include gross wages, tax and benefits and flexible funding expenditures. These reports, along with informal conversations with the Service Navigator, help the family maintain and adjust spending throughout the year.

16. Q. Can a portion of the budget be utilized for "Goods and Services"?

A. Prior to purchases being made a discussion with the AWC Service Navigator should occur to ensure adherence with DDS guidelines. The individual/family is responsible for submitting all receipts in a timely manner to the AWC Service Navigator to ensure reimbursement. Payments can also be made to a vendor directly for services rendered on behalf of an individual.

17. Q. Can individuals/families participating in AWC services also participate in traditional service programs?

A. Yes, it is possible to have a combination of traditional services and AWC services. You should discuss with your DDS Service Coordinator.

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