

Collective Bargaining Agreement

Between

NuPath, Inc. and Local 509, SEIU

October 23, 2024 — October 22, 2027

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## **PREAMBLE**

Agreement entered into this 23rd day of October 2024 by and between NuPath, Inc. (hereinafter referred to as "NuPath") and the employees of NuPath, Inc. represented by Local 509, Service Employees International Union, (hereinafter referred to as "The Union").

The purpose of this Agreement is to set forth rates of pay, hours of work, and other terms and conditions of employment for employees in the bargaining unit represented by the Union and to assure an efficient operation and high standards of service by promoting a harmonious relationship between the parties.

## **ARTICLE 1 RECOGNITION**

### **Section 1.1 The Collective Bargaining Unit**

In accordance with the provisions of the certification of the National Labor Relations Board in Case No. 1-RC-115624, NuPath, Inc. recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other terms and conditions of employment for: All non-professional full-time and part-time (i.e., working an average of four hours per week), but excluding all professional employees, licensed practical nurses, RNs, administrative, clerical, dispatch, drivers, maintenance, monitors, all other non-direct care employees, guards, managers, confidential employees, and supervisors as defined in the Act, including Coordinators, Directors, Associate Directors, Program Managers, and Assistant Program Managers employed by NuPath.

### **Section 1.2 Definitions**

The terms "employee" and "employees" as used hereinafter in this Agreement shall refer only to individuals included within the bargaining unit as defined above.

## **ARTICLE 2 RESPECT & DIGNITY / CODE OF CONDUCT**

The parties agree that all individuals should be treated with respect and dignity. Accordingly, employees shall be treated with respect and dignity, and likewise employees shall treat managers, supervisors, and fellow employees with respect and dignity. Additionally, at all times, bargaining unit employees shall treat the clients by NuPath, as well as their families and guests, with respect and dignity.

Failure to act in conformance with this standard shall be grounds for discipline, including termination of employment.

As a condition of employment, employees shall be required to sign and adhere to NuPath's Code of Conduct, which is attached at Appendix A.

### **ARTICLE 3 NON-DISCRIMINATION**

Neither NuPath nor the Union will tolerate discrimination or harassment against another individual, including employees, clients, or vendors, on account of the individual's race, color, religion, national origin, sex, age, physical or mental disability, sexual orientation, gender identity/expression, marital status, political belief, veteran status, union membership/activity, or other characteristic protected by law.

Harassment based upon an individual's protected characteristic(s) is prohibited by state and federal law, and is grounds for disciplinary action, including immediate discharge.

### **ARTICLE 4 HEALTH AND SAFETY**

#### **Section 4.1 Safe Work Environment**

NuPath shall strive to provide a safe work environment for all employees.

#### **Section 4.2 Reporting Injuries**

Employees shall report workplace injuries in writing within 24 hours to their supervisor. Injury Reports shall be easily accessible to all staff.

#### **Section 4.3 Employee ID**

Employees will be issued an employee card or other form of identification indicating their name and their status as a NuPath employee.

#### **Section 4.4 Safety Committee**

NuPath shall continue its existing Safety Committee to promote a safe environment for employees, clients, visitors and the community. The Committee shall be comprised of management and non-management employees and shall meet periodically to discuss safety issues. The Committee shall bring specific recommendations and concerns forward to management for consideration.

### **ARTICLE 5 LABOR MANAGEMENT COMMITTEE MEETINGS**

The Union and NuPath agree to meet at the request of either party at mutually agreeable times and places to discuss workplace matters affecting the parties. Employees representing the Union shall be allowed to attend. The requesting party will submit to the other party a list of items to be discussed in advance of the meeting.

Such meetings shall not be for the purpose of initiating or continuing bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such

meeting shall be exclusive of the grievance and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects of such meetings.

## **ARTICLE 6   JOB DESCRIPTIONS**

Employees shall be provided with a copy of his/her job description upon hire, upon changing positions, and upon request.

Employees agree to sign the job description and return the signed copy for filing in their personnel file.

## **ARTICLE 7   PROBATIONARY PERIOD**

### **Section 7.1   Expectations During Probation**

During the probationary period, the employee will have an opportunity to learn the duties of his/her position and will provide NuPath with an opportunity to determine whether the employee is qualified and well-suited for the position.

During the probationary period, employees are expected to complete all courses and trainings that are required by NuPath and/or the law.

A probationary employee may be disciplined or discharged at will at the sole discretion of NuPath at any time during the probationary period or any extension thereof, and said discipline or discharge shall not be subject to the grievance procedure and/or arbitration provisions of this Agreement.

### **Section 7.2   Full-Time Employees**

At a minimum, for full-time employees, the first three months of an employee's employment, excluding time lost for sickness and other leaves of absence, shall be considered a probationary period.

### **Section 7.3   Part-Time Employees**

At a minimum, for employees scheduled for three days a week or less, the probationary period shall be 60 actual days worked.

## **Section 7.4 Extending the Probation Period**

NuPath may choose to extend an employee's probationary period by up to an additional three (3) months upon written notification to the employee. The written notification shall include the end date for the extended probationary period, the reason for extending the probationary period, and the steps the employee must take to successfully complete the extended probationary period.

If an employee's probationary period is to be extended, the Union will be notified within three (3) business days of the decision. During the extended probationary period, the employee will have access to the grievance procedure solely for the purpose of grieving the extension of his/her probationary period.

## **Section 7.5 Rehire**

Any employee who resigns or is discharged during the probationary period, and who is subsequently rehired by NuPath after a break in service of more than six (6) months shall be treated as a new employee for purposes of this Article.

## **ARTICLE 8 PROGRAM ORIENTATION**

NuPath will provide training to all newly hired employees prior to their start date and site-specific training to employees in advance, whose work location has been changed. Employees shall be responsible for reviewing each site-specific training manual located at the site, and to ask any relevant questions necessary of the current employees who shall act as mentors to the employee new to the site.

Employees shall be responsible for being aware of policies and procedures maintained in the employee handbook. Each employee shall be provided with a copy of the employee handbook prior to employment and be notified of any subsequent changes. A copy of the Employee Handbook shall be electronically posted on NuPath's website.

## **ARTICLE 9 TRAINING, CERTIFICATIONS & COMPLIANCE**

### **Section 9.1 Training and Certifications**

NuPath expects all staff to be adequately trained, compliant with regulatory requirements and to remain current in all required certifications for employment.

Training activities and calendars are posted regularly by NuPath (ex; Employee Portal, emails and copies posted at work sites) and staff are responsible for tracking and coordinating their needed trainings through their immediate supervisor.

Employees who register for training, but who do not report or call their supervisor for the designated training, shall be subject to progressive discipline as appropriate.

The outline below defines the required trainings optional and/or mandated certifications, and the compliance expected from all staff regarding their training updates and review requirements:

**A. Annual CORE Trainings**

New employees must complete the ORIENTATION CURRICULUM for the current year of hire. The Curriculum is to be completed during Orientation week, or within the first three months of employment.

During the new calendar year (January 1-December 31) all employees are required to complete all online CURRICULUM TRAININGS assigned annually by the VP of Quality and Training.

**B. PABC Training and/or Clinically Relevant Trainings**

All regular employees hired and/or transferred into the identified designated programs must be certified in PABC (Proactive Approaches to Behavioral Challenges): Autism Residential Division, Woburn St., and Identified Day CBDS programs. At least two staff on shift in Identified Day (CBDS) settings, Behavioral 1:1's and Behavioral Monitors, or as identified by the Clinical Team or Directors must be certified.

Employees must complete any relevant trainings identified as clinically relevant to NuPath's clients.

**C. CORI Updates**

All employees are subject to regular updated CORI reviews through the CORI Process. When requested, all employees will complete and submit to HR the required documents to update their CORI review.

**D. Vehicle Orientation & Driver's License Renewal**

Employees who transport clients in NuPath vehicles, but are not hired through the Transportation Department, are required to complete Vehicle Orientation every two years.

Vehicle Orientation Renewal includes retraining in the NuPath Vehicle Orientation as well as submission of an updated driving record and copy of a current MA or NH driver's license to Human Resources.

## **E. CPR / First Aid**

All employees involved in direct services and transportation are required to be certified in Current American Heart or Red Cross CPR and First Aid (FA).

## **F. MAP**

Residential support employees and managers, as well as designated Day Support Staff, shall be Medication Administration Program (MAP) certified. New employees shall be certified within the first six (6) months of their employment.

Employees who are not properly certified shall be discharged or transferred to Flexer I if the employee is otherwise in good standing with NuPath.

## **G. M.A.R.T Certification**

MART routes were added to Nupath in 8/2017. Although, job responsibilities of employees driving clients are unchanged, employees must now maintain MART eligibility for those driving routes now, or in the future, identified and regulated under MART. This means existing or current employees are required to pass a one-time drug screen and maintain existing MART certification as required by contractual agreement with MART. New employees hired into positions involving MART routes will be drug screened upon hire.

## **Section 9.2 - Non-Compliance**

In the event employees let their certifications expire, and/or are non-compliant with training requirements and/or do not follow up with requests for updated documentation, they will be subject to the following disciplinary process:

1. NuPath employees will receive a written warning placing them on unpaid administrative leave.
2. Employees will have 30 days to complete and produce documentation of the required training.
3. If completion and documentation is not produced within the 30 days of expiration, the employee will be terminated from NuPath employment.

NuPath will not assume financial burden or reimburse an employee for the cost of required trainings if the required training has been previously offered at, or through NuPath, within the previous 90 days of the expiration of the employee certification date.

## **Section 9.3 - Optional Certifications**

Employees have the opportunity to receive additional compensation if they possess supplemental certifications that potentially enhance their work performance and knowledge. See Article 31.

## **ARTICLE 10 HOURS OF WORK**

NuPath and the Union agree that services must provide the greatest value to the taxpayers and the Commonwealth of Massachusetts and provide the maximum flexibility in meeting the needs of the clients.

### **Section 10.1 - Hours of Work**

1. NuPath employees who work in community homes are able to eat with the people they serve and share family style meals, or to take clients to restaurants in the community. In both instances, NuPath provides meals to the employees. Meals purchased must comply with MA Executive Order 509.
2. NuPath employees who work in more flexible service models are allowed meal breaks. NuPath does not pay for these meals.
3. All employees are allowed other breaks (i.e., for smoking, etc.) during the course of their shifts as long as break time does not interfere with the immediate needs of the clients. Employees working Day Services within the facilities are entitled to a time limited break and should contact their manager who will oversee coverage needs. Managers for Day Services will ensure coverage for breaks.
4. Employees working in the designated Facility Based Day program are entitled to a 30-minute paid break/lunch period for each consecutive six (6) hour work period and must remain at their worksite. Each employee must coordinate his/her break/lunch period with his/her Supervisor recognizing their commitment to clients. If requested by the employee, their Supervisor will provide a break schedule at the beginning of each workweek. The standard workweek shift for these employees will remain at 37.5 hours/week unless otherwise noted, which includes the 30- minute break period. (See Appendix D for a listing of standard workweeks for each program).

### **Section 10.2 – Scheduling & Minimum Hours**

Scheduling staff is the responsibility of the employee's immediate supervisor. Schedules are made based on programmatic needs. NuPath will take into account the wishes of the employee. It is the continued responsibility of NuPath to arrange coverage for all employee absences. In the event staff are scheduled by management, but not needed, to work, NuPath will reassign the employee to another work site no more than twenty-five (25) miles to ensure no loss of scheduled hours for that shift for the employee.

NuPath agrees to pay the employee mileage from the existing site to the reassigned site. Mileage calculations will be based on the least amount of miles identified through MapQuest, whether or not the employee drives the designated MapQuest route.

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

An employee who attends an in-person training outside of their regularly scheduled hours shall be paid at a minimum of three (3) hours at their regular rate of pay or overtime if applicable. This will include, but is not limited to, CPR/First Aid, Van Trainings, and MAP recertification trainings.

### **Section 10.3 - Long-Term Reassignment**

1. When NuPath desires to make long term changes to the scheduling pattern (including days off and/or shifts) within a program, NuPath will notify affected employees in writing as soon as possible, and, whenever possible, provide a minimum of fourteen (14) days' notice.
2. NuPath will make every effort to provide at least fourteen (14) days' notice for long term schedule changes. In circumstances in which such notification was not possible, NuPath will work collaboratively with the affected employees to address conflicts and minimize disruptions.
3. NuPath will make such schedule changes by first soliciting volunteers within the affected program. Volunteers will choose from among the available schedules by seniority. If there are no volunteers, NuPath may then proceed with the involuntary schedule change of the affected employees.
4. The selection of an employee for involuntary schedule change shall be based on inverse seniority among qualified employees. If an employee is reassigned through this procedure, he/she shall not receive a reduction in pay, and NuPath will make every available effort to make sure that the employee does not receive a reduction in hours.

### **Section 10.3A – Short-Term Reassignment**

1. Reassignment to another NuPath work location may be necessary when additional coverage is needed due to staffing issues and/or if the needs of the people we serve have changed. Reassignment decisions will be based upon the clinical needs of the clients impacted.
2. NuPath supervisors will try to give staff as much notice as possible that they may need to relocate to perform alternate duties for their shift, but there may be

circumstances where reassignments are not planned ahead of time and employees will need to immediately adhere to the supervisors request to relocate, or perform alternate job functions, such as supervision for a client in a hospital setting.

3. NuPath supervisors will make reassignment decisions on staffing by volunteers first, then by a rotation basis but will always need to keep the clinical needs of the clients as the primary determining factor for the decision.

4. Reassignment may also occur when clients are not home for weekends, away for vacations, etc. and usual coverage is not needed at the usual work site. In this situation only, employees will be offered the opportunity to:

1. Accept reassignment as determined by their supervisor(s);
2. Choose not to work and use their vacation time for pay; or
3. Choose not to work use unpaid time and not receive pay for that shift.

#### **Section 10.4 - Meal and Rest Periods**

1. Employees who work in community homes are able to eat with the people they serve and share family style meals, or to take clients to restaurants in the community. In both instances, NuPath provides meals to the employees. Meals purchased must comply with MA Executive Order 509.
2. Employees who work in more flexible service models are allowed meal breaks. NuPath does not pay for these meals.
3. All employees are allowed other breaks (i.e., for smoking, etc.) during the course of their shifts as long as break time does not interfere with the immediate needs of clients. Employees working Day Services within the facilities are entitled to a time limited break and should contact their manager who will oversee coverage needs. Managers for Day Services will ensure coverage for breaks.
4. Employees working in the designated Facility Based Day program are entitled to a 30-minute paid break/lunch period for each consecutive six (6) hour work period and must remain at their worksite. Each employee must coordinate his/her break/lunch period with his/her Supervisor recognizing their commitment to clients. If requested by an Employee, their Supervisor will provide a break schedule at the beginning of each workweek. The standard workweek shift for these employees will remain at 37.5 hours unless otherwise noted, which includes the 30-minute break period. See Appendix B for a listing of standard workweeks for each program.

## **ARTICLE 11 OVERTIME & FILLING SHIFTS**

### **Section 11.1 - Overtime**

Employees shall receive one and one-half times their straight time hourly rate as determined in Article 31, for all hours worked in excess of 40 hours per week. Paid leave shall not count as time worked for the calculation of overtime.

### **Section 11.2 - Filling Shifts**

It is the goal of NuPath to fill overtime shifts with employees who regularly work at the program and who are qualified to meet the needs of the clients in the program.

Overtime, or any extra available shifts, shall be distributed equitably and impartially among employees with priority going to employees who regularly work in the program and who are qualified to meet the needs of the clients in the program where the overtime or extra shifts are needed. If no such employees are available other employees may be contacted. Overtime/extra shifts shall be offered to employees as detailed in this Article before being filled by non-bargaining unit employees or outside agency staff. Employees and any non-bargaining unit employees filling shifts shall work in the program where the shifts are needed. Schedules in each program shall be posted at least one (1) week in advance.

### **Section 11.3 - Mandatory Overtime**

Mandatory overtime is overtime as a result of an emergency that necessitates required ratio coverage continuing in a home or program. NuPath shall determine what constitutes an emergency. In the event that employees are required involuntarily to work beyond their normal shift they will be paid time and a half for all such hours worked.

NuPath shall make every effort to avoid such a situation, first by finding voluntary coverage and then by having non-bargaining unit or agency staff cover whenever possible.

NuPath shall be responsible for finding coverage to replace employee absences.

## **ARTICLE 12 – USE OF FLEXER STAFF**

### **Section 12.1 - Flexer 1 & 2**

Flexer 1 and Flexer 2 employees are defined as potentially available staff that are identified on a call list for coverage as needed. The call list identifies the Flexer employees name, gender, phone number, available times able to work, preferred site to work at and current certification status. The Flexer employee is responsible to report, in

writing, to Human Resources, any changes in demographics, or scheduling or site preferences.

**Flexer 1 Employees**—Flexer 1 employees are expected to work at least 48 hours in a three-month period and do not accrue, nor are they paid for vacation, personal time, or holidays. Flexer 1 employees are entitled to accrue up to 40 hours of paid sick time in accordance with the MA Earned Sick Time Law. Flexer 1 employees that have been unwilling to accept working hours in 3 months may be removed from the Nupath call list and deemed 'inactive and separated from Nupath, with notice to the Union within 7 days of doing so. Flexer 1 employees can be reactivated within a two-month period of being made inactive, subject to all legal requirements being satisfied and provided (1) they are in good standing with Nupath upon departure, (2) submit their request to Human Resources in writing to be reactivated, (3) ensure their current certifications are on file, and (4) able to commit to working as provided in the contract.

**Flexer 2**—Flexer 2 employees are expected to work a minimum of 20 hours per week and are eligible for prorated holiday, personal time, and vacation benefits, and eligible for Health and Dental Benefits.

Flexer 2 employees who do not meet this work requirement may be converted to a Flexer 1 employee.

Flexer 1 and 2 employees who sign up for a shift and who subsequently call out for the shift more than three times in a 3-month period may be subjected to progressive discipline and/or be deemed inactive and separated from Nupath.

### **Section 12.2 - Call List**

The Flexer employee call list shall be updated monthly and shall be available to all Managers and Directors responsible for arranging coverage.

Flexer employees are called, or scheduled, to work by NuPath Managers or Directors who are responsible for coverage oversight and scheduling.

### **Section 12.3 - Schedules**

Flexer employees are not to be given scheduled hours on a regular basis. Should a Flexer employee work a regular schedule, as identified on a Master Program Schedule, which will be posted weekly at each site, and the position is not being held for another employee on leave, the Flexer employee will be offered the opportunity to pick up the established work schedule and become a regular employee at that program site and for those established hours if they are in good standing with the agency and meet all required program criteria.

### **Section 12.4 - Vacancies**

If a vacancy exists at any Program site, Flexer employees will be afforded the same opportunities as regular employees to apply for vacant positions, as posted.

## **Section 12.5 - Conditions of Employment**

Flexer employees are subject to all conditions of employment and conduct as are other NuPath employees.

### **ARTICLE 13 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 upon completion of the Probationary Period.

An employee's seniority will be lost upon resignation, discharge for just cause, fails to return in a timely manner from a leave, and/or failure to accept an offer of recall when having recall rights. However, if the employee returns to work within a six-month period from the date of resignation, or re-hire, he/she shall retain the seniority and pay rate that they previously had (or the pay rate on the appropriate seniority tier on the wage scale, whichever is greater).

### **ARTICLE 14 SLEEP SHIFTS**

Employees working third shift asleep shifts shall be provided with and shall use properly, a bed, futon, or pull-out couch to sleep on during their overnight shift. All efforts will be made to maintain reasonable privacy for the employee while sleeping, provided the employee's privacy does not compromise the enjoyment of, or access to, the client's home. Additionally, employee privacy may be compromised due to the safety needs of the clients, such as when a manager has determined that a sleeping employee must be positioned to prevent elopement of a client or to respond to a client's medical or behavioral needs.

### **ARTICLE 15 STAFFING RATIOS**

NuPath is committed to providing adequate staff coverage at all times to provide optimal care to clients.

The ratios of staff to clients for each program are in compliance with all licensing agents and clinical recommendations. Employees working in each program shall be informed of said ratios and staffing ratios shall be posted in a visible location at each program. Ratios shall not be reduced without corresponding changes in the needs of the clients.

Managers shall not be counted in such ratios unless they devote their full attention at the time to direct care functions.

## **ARTICLE 16 PERSONNEL FILES**

### **Section 16.1 Requests to Review File**

Upon written request of an Employee to Human Resources, the Employee shall be permitted to examine his/her personnel file as soon as is practical according to the availability and workload of Human Resources staff, but in any case within three (3) business days. The review shall take place at the Human Resource Office during normal business hours. An Employee shall be given a copy of his/her personnel file (or requested portions thereof) as soon as is practical according with the availability and work load of Human Resources staff, but in any case within five (5) business days of a written request for such copy.

### **Section 16.2 Right to Comment**

Employees have the right to comment, in writing, on anything placed in his/her personnel file. Employees shall receive a copy of any evaluations, disciplinary notices or any descriptions of their performance that are placed in their personnel file. An employee may not file a grievance seeking to amend, redact, alter, or otherwise challenge the wording or contents of such.

## **ARTICLE 17 UNION SECURITY, DUES CHECK-OFF & UNION ACTIVITIES**

### **Section 17.1 New Employees/Program Changes**

- A. On a monthly basis, NuPath shall provide the following information to the Union regarding any employees hired into a bargaining unit position: (1) name, (2) address, (3) phone number, (4) date of hire, (5) job title, and (6) starting rate of pay.

NuPath will also notify the Union of any terminations in the bargaining unit that occurred that month.

- B. NuPath will advise all new employees in the bargaining unit at the time of their hire that the Union is their collective bargaining representative and provide the name of the steward and Union staffer assigned to NuPath, if known.
- C. NuPath will notify the assigned union representative of any program/site opening, closing or relocation.

## **Section 17.2 Union Security**

All employees who are members of the Union on the effective date of this Agreement shall remain members in good standing by the payment of their regular dues as a condition of employment. All other current or future employees covered by this Agreement shall, within thirty (30) days of the effective date of this Agreement or hire, whichever is later, as a condition of employment, either: (1) acquire and maintain membership in the Union in good standing or (2) tender to the Union the requisite Service Fee.

In the event that an Employee covered by this Agreement shall refuse and fail to become a union member or to tender the Union the periodic dues that are obligations of members or pay to the Union an agency service fee, the Employer shall suspend said Employee's employment within fourteen (14) calendar days following receipt of written notice from the Union. If during such fourteen (14) day period the required payments in arrears are not made, the employee's employment shall be terminated.

Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion that holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such employee shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to such dues to a charity to be jointly agreed upon by the Union and the employee involved.

The Union shall indemnify, defend, and save NuPath harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by NuPath for the purpose of complying with this Section.

## **Section 17.3 Dues Check-Off**

NuPath agrees to deduct union dues and/or agency service fees from the pay of employees who voluntarily authorize such deductions by submitting the appropriate signed authorization to the Employer. If an Employee wishes to revoke his/her dues or agency service fee deduction authorization, the Employee may do so by providing written notice to the Union and NuPath. Monthly deductions will be made in the amounts certified by the Union as those uniformly required as a condition of acquiring or maintaining membership, or satisfying an Employee's agency fee obligations, and will be made in accordance with the terms of said authorization. NuPath agrees to remit to the Treasurer of the Union all such authorized deductions no later than the end of the calendar month following the month in which the deductions were made. Included with the check will be a list of each Employee whose dues and/or agency service fee were deducted along with their:

- Name
- Pay Rate

- Gross Pay
- Amount deducted (Dues, agency fee, Objector fee and Cope)
- Numbers of hours worked in the pay period
- Job classification/title
- Contact information for new hires
- Names of workers who have left bargaining unit (through termination or job change)

Withheld amounts will be forwarded to the Secretary-Treasurer of the Union by the last business day of the calendar month following the actual withholding. NuPath shall not be required to make deductions with respect to an employee for a payroll period in which the employee is on an approved unpaid leave of absence or layoff, or for which the employee shall not have received net wages, after required withholdings such as taxes, garnishments, and health and dental insurance contributions, at least equal to the union deductions. NuPath shall cease to make union deductions upon the employee's termination or transfer to a position not covered by this Agreement, or upon revocation of the authorization in accordance with its terms or with applicable law.

NuPath assumes no obligation, financial or otherwise, arising out of the provisions of this subsection. The Union shall indemnify, defend and save harmless NuPath against any and all claims, demands, suits or other forms of proceedings or liability that may arise out of, or by reason of, any action taken or not taken by NuPath for the purpose of complying with this subsection.

#### **Section 17.4 Union Visitation**

With at least 48 hours' notice, and upon receiving approval from NuPath, a duly authorized representative of the Union may visit NuPath's facilities in order to meet with bargaining unit employees to conduct Union business related to NuPath. Requests for such access will not be unreasonably denied.

Such meetings with bargaining unit members will take place during non-working time in nonresidential/client areas and will not interfere with any operations of NuPath.

#### **Section 17.5 Union Steward**

NuPath agrees to recognize Union stewards and officers duly elected and/or appointed by the Union. Each month the Union shall provide NuPath with a list of such stewards and officers. The Union shall provide NuPath with any changes to said list.

Union stewards shall not be restricted from performing their duties as a steward at other work sites as the need arises. A steward's union activities shall not interfere with the performance of the steward's responsibilities as an employee of NuPath or the operation of NuPath. Requests for time off will be made in advance to the Program

Director/Manager and shall not be unreasonably denied. The Union will promptly inform NuPath of what steward is assigned to handle a particular grievance.

Programs at a site with 15 or more union employees may have two stewards except that only one may be released without pay to attend a given Union meeting or contract negotiations. Each will be allowed to attend Basic Union training without pay.

A union steward may use work time to assist an Employee with an interview or investigation involving Weingarten Rights of employees. NuPath will not pay for the time spent in connection with a grievance/arbitration.

Union Stewards will submit prior written requests, as soon as possible, to their immediate supervisor in order to take time off from scheduled work hours to conduct union business. Supervisors will respond to requests, as soon as possible, in writing authorizing or denying the request.

In situations where prior written approval cannot be secured due to time restrictions, oral authorization can be given by the steward's immediate supervisor provided that a written request be submitted and signed off on by the supervisor as soon as possible after the oral authorization was given.

If NuPath has reason to believe that a union steward is performing their steward functions on work time, then disciplinary action may be taken against that steward.

### **Section 17.6 Union Activity on NuPath Premises**

There shall be no Union meetings on NuPath premises at any time except upon prior approval of NuPath's President or his/her designee in the exercise of his/her discretion.

The bargaining unit will provide a bulletin board of reasonable size, for the purpose of posting Union materials. If space does not allow for a bulletin board, a binder may be used and stored in the available office space. These spaces will be labeled Union Bulletins or Binder. Union stewards will monitor and sign off on any material that is posted. No material shall be posted that is inflammatory, profane or defamatory. NuPath assumes no responsibility or liability for information posted on said boards or in binders.

### **Section 17.7 COPE Deduction**

An employee may consent in writing to the authorization of the deduction of a political education fund fee from her/his wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to NuPath and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving written notification to NuPath's payroll department who will forward a copy of the cancellation letter to the Union.

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

## **ARTICLE 18 GRIEVANCE PROCEDURE & ARBITRATION**

### **Section 18.1 Informal Resolutions**

The parties recognize that many day-to-day issues and concerns affecting employees may be resolved directly between the employee and the employee's immediate supervisor. Such informal discussions are encouraged, but shall not have an effect upon the time limits and provisions contained herein. It is understood that any resolution at this level shall not establish a precedent for the resolution of any other or similar matter between any employee and NuPath.

### **Section 18.2 Time Periods**

All time periods described in this article may be shortened, extended or waived if mutually agreed to in writing by both parties.

### **Section 18.3 Grievance Procedure**

Any grievance concerning discipline of an employee or the interpretation/application of this Agreement that cannot be resolved through discussion between the employee and his/her supervisor shall be resolved in the following manner:

**Step 1:** An Employee, with or without a Union representative, shall present the grievance in writing to the manager responsible for the employee's program (or his/her designee) within twelve (12) business days from the date of the event giving rise to the grievance. The manager or his/her designee shall give his/her written answer to the grievance within twelve (12) business days thereafter. A resolution at Step 1 shall not constitute a precedent.

**Step 2:** If the matter is not resolved at Step 1, then the grievance shall be presented in writing by the employee or the Union to the Chief Executive Officer and/or his designee(s) twelve (12) business days after the conclusion of Step 1. A meeting may be held within twelve (12) business days after the grievance has been submitted pursuant to Step 2, unless the parties agree to the contrary in writing. Within twelve (12) business days after the meeting or within twelve (12) business days after receipt of the grievance, as the case may be, the Chief Executive Officer and/or his designee(s) will answer the grievance in writing.

Grievance resulting from suspension or termination of employment may start at Step 2.

**Step 3:** If the grievance is not resolved at Step 2, within twelve (12) business days of NuPath giving its answer at Step 2, then either party may with written notice to the other request that the grievance be submitted to binding arbitration.

#### **Section 18.4 Arbitration Procedure**

A. Selection of an Arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) calendar days after receipt of written notice of the desire to submit the matter to arbitration, then either party may submit the matter to the American Arbitration Association or other Arbitrator as mutually agreed to by the parties.

B. Authority of the Arbitrator. The arbitrator shall have no authority to add to, subtract from, change or disregard any of the terms or provisions of this Agreement, or authority or power to award back pay or other settlement to be retroactive beyond the date on which the event forming the basis of the grievance occurred. The arbitrator shall be bound by the principle that there are no restrictions intended on the rights or authority of NuPath other than those expressly set forth in this Agreement.

The arbitrator shall have the authority to only hear one (1) grievance at a time unless the parties otherwise mutually agree and shall have authority to rule on procedural arbitrability.

C. Fees. The fees and other charges of the arbitrator shall be divided equally between the parties.

D. Award. The arbitrator shall render his award within thirty (30) calendar days of the close of the hearing unless otherwise excused from doing so in writing by the parties.

E. Rules. Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then applicable to voluntary labor arbitrations, except to the extent that such rules may be in conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall govern. Each grievance shall be separately processed in any proceedings hereunder unless the parties otherwise agree.

#### **Section 18.5 NuPath Grievances**

NuPath shall have the right to utilize the grievance and arbitration procedure with respect to any grievance which it may have against the Union or any union employees.

Such an action shall be initiated by a letter from NuPath to the Union within thirty (30) calendar days of the event giving rise to the matter.

### **Section 18.6 Failure to Answer**

If NuPath fails to answer the grievance in the time period provided or within any agreed-to extensions thereof, the Union may advance the grievance to the next step. Any grievance not carried to the next step by the Union within the prescribed time limits, or such written extension which may have been agreed to, shall be automatically closed upon the basis of the last disposition by NuPath.

### **Section 18.7 Grievances Regarding CEO or Board Decisions**

If an employee and/or the Union wishes to grieve a matter solely decided by the Chief Executive Officer or Board of Directors, then that grievance may be commenced at Step 2 in accordance with this Section.

### **Section 18.8 Common Grievance**

Any common grievance brought by two (2) or more employees who do not share the same Program Director/Manager, may be filed at Step 2 of the grievance procedure.

### **Section 18.9 Survive Expiration (Grievance, Arbitration & Management Rights)**

Grievance and Arbitration and Management Rights the articles shall continue past expiration of this Agreement unless and until the parties specifically negotiate otherwise.

## **ARTICLE 19 DISCIPLINE & DISCHARGE**

### **Section 19.1 Just Cause**

NuPath shall have the right to discipline, including suspend or discharge, any non-probationary employee for just cause.

### **Section 19.2 Probationary Employees**

NuPath may discipline and discharge employees who have not completed the probationary period, for any reason without recourse by the employee or the Union to grievance and/or arbitration processes.

### **Section 19.3 Progressive Discipline**

Where appropriate, NuPath will utilize progressive discipline for non-probationary employees. Generally, the steps of progressive discipline shall be imposed in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension Without Pay
4. Discharge

However, NuPath may deviate from these steps in a non-arbitrary or capricious manner, depending on the severity of the offense.

### **Section 19.4 Corrective Counseling**

In an effort to address performance issues, NuPath has the right to issue Corrective Counseling, which may be provided orally or in writing. Corrective Counseling is not considered discipline and thus is non-grievable and non-arbitrable under this Agreement. Employees have the right to attach a statement or response to any Corrective Counseling.

### **Section 19.5 Administrative Leave**

Employees placed on Administrative Leave will be paid pending the investigation of any disciplinary matter.

### **Section 19.6 Notice to Union**

The Union shall be given notice of the suspension or termination of an Employee within three (3) working days.

### **Section 19.7 Immediate Discharge**

Certain conduct shall be subject to immediate discharge. If discipline is grieved and arbitrated, an arbitrator shall only decide whether the employee engaged in any of the following conduct, and, if so, the grievance shall be denied. The offenses subject to this section are:

1. Substantiated abuse or neglect, either verbal or physical, towards a client, visitor, or employee;

2. Conduct in the workplace or while on duty, that is harmful to the health, welfare, or safety of a client or employee, including conduct harmful to property or the community;
3. Knowing violations of safety or fire regulations (e.g., burning candles, smoking in NuPath 's programs, leaving a house with a clothes dryer operating, improper use of extension cords, etc.);
4. Engaging in any activity that could be construed as exploitation of a client, be it sexual, financial, or social;
5. Willfully permitting any non-employee or any employee who is not authorized to work or use keys to enter NuPath's property;
6. Falsification, alteration or misuse of any NuPath record or report, such as an employment application, a medical report, time sheet, or expense account, including clocking in another employee or accepting compensation for work not performed;
7. Selling to or buying personal property or services from a client;
8. Borrowing money or accepting money, from a client, except as permitted by NuPath's policies;
9. Possession of any weapons, as defined in Massachusetts General Laws, on NuPath's premises, property or while on duty;
10. Except as defined in NuPath's Drug and Alcohol Policy, reporting for work while under the influence of alcohol, illegal drugs, or prescribed narcotics;
11. Possessing or selling illegal narcotics or drugs on NuPath's property;
12. Use of intoxicants on NuPath's property unless authorized by NuPath;
13. Participating in gambling on NuPath's property or with clients;
14. Failure to return to work from an authorized leave of absence or vacation, except due to circumstances beyond the employee's control;
15. Illegal activity on NuPath's property or that impacts the employee's ability to perform his/her job, or that impacts NuPath's reputation or ability to achieve its mission;

The parties recognize that the list of offenses for which NuPath may discipline or discharge set forth above is not intended to be all-inclusive. If an employee is

disciplined or discharged for a reason that is not set forth above, the provision of Section 19.1 shall apply.

### **Section 19.8 Return of NuPath Property**

Upon discharge, an employee must return all NuPath property to his/her supervisor or manager, including, but not limited to, all keys issued by NuPath.

## **ARTICLE 20 PROMOTIONS, VACANCIES AND SELECTIONS**

### **Section 20.1 Notice of Vacancies**

1. When vacancies occur, every effort will be made prior to filling the vacancies to rearrange existing hours within the program so as to address, in order of priority: (1) the interests of full-time staff to adjust their regularly scheduled hours, (2) the interests of part-time staff to achieve a full-time position, and (3) the interests of part-time staff to adjust their regularly scheduled hours, provided that these efforts will not result in a vacancy that involves irregular or otherwise difficult to fill shifts or that the adjustment does not include two or more consecutive working shifts.

2. When there is a vacancy in a bargaining unit position, a newly created position, and/or an increase of hours in the bargaining unit work, which NuPath determines will be filled on a regular basis, a notice of such vacancy (Internal Posting) shall be emailed to each employee and hard copies posted by Managers at each program site. Internal postings will remain open/available for current employees for a period of ten consecutive days.

3. In the event that management determines that due to the immediacy to fill a position, or that special qualifications are required by the position, simultaneous posting and advertising may also occur.

4. All such notices shall include:
- a. Job title;
  - b. Job responsibilities;
  - c. Starting salary and/or salary range;
  - d. Qualifications needed for the position;
  - e. A listing of the promotional factors in order of priority;
  - f. Other pertinent information.

The parties agree that the following statement, and contact person, shall be displayed prominently on each job posting:

"All persons interested in this job posting should contact Human Resources to apply for the position and/or to inquire about the job duties and assignments. The actual job duties and assignments may vary slightly depending on the needs of the clients."

5. In the case that the job posting changes, it will be reposted. NuPath reserves the right to rescind Internal Postings as they deem necessary.

## **Section 20.2 Candidate Selection**

1. A qualified employee shall be selected for the position.
2. Internal applicants shall be considered and be given preference over external candidates for the filling of vacancies. In filling a vacancy in a bargaining unit position, the Employee with the most seniority shall be given preference to fill the vacancy or new position provided that he/she has the necessary qualifications to perform the duties of the job involved and is in good standing with NuPath. Good standing is defined as no written warnings six months prior to the date of application of the vacancy, or promotion and a satisfactory rating in all areas of the last performance review.
3. NuPath may consider the following factors, in order of priority it determines is appropriate for a particular position, for promotions made pursuant to this article:
  - Ability to do the job
  - Work history
  - Experience in related work
  - Expressed desires of consumers and/or their family
  - Education and training directly related to the duties of the vacant position
  - Other relevant qualifications as determined by NuPath to be appropriate for a particular position
4. If two or more applicants are determined by NuPath to be equal in accordance with the foregoing factors, the length of service with NuPath shall be the deciding factor.
5. Should an employee apply for a position that would be considered a promotion, their candidacy will be carefully evaluated to determine a match for the position.
6. Employees must be in good standing with NuPath and have all required certifications current.
7. All internal applicants will be evaluated prior to considering external candidates and all internal employees are required to complete credentialing through e-academy prior to promotion.

8. NuPath and the Union seek to assist each employee to grow professionally and to promote from within whenever possible. Both parties also recognize the importance of internal promotions to the long-term success of NuPath and agree that efforts should be made for the career advancement of current employees. NuPath and the Union also recognize the desirability for NuPath to attract candidates with diverse backgrounds.
9. As positions become available, NuPath will give preference to existing employees for all openings including promotions. NuPath does not grant promotions automatically based upon any set formula of years served or skill sets acquired. Promotions at NuPath are hierarchal advancements based upon position availability and skills required for the position.
10. The CEO / President or his/her designee will make all final decisions for promotions.
11. NuPath and the Union agree that nothing contained in this Agreement shall limit NuPath's complete 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 transfer, promotion or otherwise and retains its management rights with regard to filling open positions. NuPath and the Union agree that nothing in this paragraph is meant to undermine or negate the agreements earlier in this Article concerning notification and filling of vacancies.

### **Section 20.3 Additional Duties**

Where the assignment of additional duties are pre-planned and expected to be performed regularly, and results in additional compensation, the position shall be posted, as above, so that all employees have the opportunity to apply for the position in accordance with this Article. However, if it is a site-specific additional duty resulting in additional compensation, the position shall be posted only in the specific site where such additional duty is performed.

### **Section 20.4 Transfers**

An employee who transfers from one position into a position with an equal start rate will maintain their current pay rate in the new position.

An employee who transfers into a position with a higher start rate will be paid at their appropriate seniority tier for that position, unless their current rate of pay is greater, in which case they will maintain their current rate of pay.

An employee who transfers into a position with a lower start rate will be paid at their appropriate seniority tier for that position. However, if an employee transfers to a lower

paid position and then transfers back to their previous position, they will have their previous wage rate restored (if previous wage rate is greater than the seniority tier that they would be placed on at the time of transfer).

## **ARTICLE 21   IMMIGRATION**

### **Section 21.1   Work Authorization**

NuPath currently participates in E-Verify, an electronic program through which employers verify the employment eligibility of their employees after hire. The program was authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA). In short, NuPath shall submit information taken from a new hire's Form 1-9 (Employment Eligibility Verification Form) through E-Verify to the Social Security Administration and U.S. Citizenship and Immigration Services (USCIS) to determine whether the information matches government records and whether the new hire is authorized to work in the United States.

NuPath abides by all rules and regulations governed by the E-verify program and follows their guidelines for any reports of misinformation.

### **Section 21.2   Time to Comply**

If an Employee needs to obtain valid documentation to maintain employment, he/she may be permitted, consistent with operational needs by the employer, a reasonable unpaid time off period to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided NuPath is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested. When practical and permissible under law the employer will notify the union prior to taking action. Upon request, the Employee shall have an unpaid leave of absence for up to 3 months to resolve issues relating to proper work documentation.

### **Section 21.3   Terminated Employees**

Employees terminated according to this article who remedy the issue that resulted in termination, if rehired at NuPath's discretion within 6 months, shall retain their seniority.

## **ARTICLE 22   LEAVES OF ABSENCE**

### **Section 22.1   Applicable Leave Laws**

NuPath agrees to fully comply with requirements and standards of the Family and Medical Leave Act (FMLA), the Massachusetts Maternity/Paternity Leave Act and the Small Necessities Leave Act, Domestic Violence Leave Act and/or any additional Leave

Acts enacted by MA or Federal Laws. Accrued paid leave time may be used during leave pursuant to this section at the employee's option.

## **Section 22.2 Family and Medical Leave Act**

1. It is the responsibility of the employee to keep their supervisor and Human Resources apprised of their FMLA status including any changes in regard to return to work dates, updated medical documentation, etc. If a person is unable to return to their job due to a reason other than the continuation, recurrence, or onset of a serious medical condition which would entitle an employee to FMLA leave, or other circumstance beyond the employee's control, the employee will be required to reimburse NuPath for its share of health insurance, or other related employee expenses paid on the employees behalf during the FMLA leave. If an Employee meets all qualifications for FMLA, NuPath will maintain the employees health benefits as if the employee was continuing to actively work. NuPath will reinstate the employee to the same or equivalent job with the same pay history, benefits and terms of employment, if the Employee provides medical documentation clearing the Employee to return to their original job function.
2. NuPath's policy requires the use of paid leave (sick, vacation, personal time) in its entirety during the course of FMLA leave. Leave is granted up to 12 weeks in any year but can be taken intermittently. NuPath will use a rolling 12 month schedule which means counting backwards from any requested FMLA leave. Foreseeable leaves should be requested 30 days in advance.
3. For the 12 weeks of the leave, an employee is guaranteed their job back if they are medically cleared to return to their original job function. Employees on FMLA are not protected from a general lay off that would have impacted them had they been working actively. Intermittent leave must be scheduled in advance whenever possible.
4. If an employee is unable to return to work at the end of their FMLA, the employee, or their supervisor must inform Human Resources, who after consultation with the CEO/President of NuPath, will make a determination about continuing to hold the job for the employee. A decision will be communicated, in writing, to the employee by the Human Resource Department.

## **Section 22.3 Maternity and Paternity Leaves**

1. Employees who request maternity or paternity leaves for the purpose of birth or adoption of a child will be eligible for an unpaid leave of absence for up to 3 months. Employees may use accrued paid leave time at the employee's option. The employee will continue to accrue sick and vacation time during the period of the leave.

2. Any full-time employee, who has completed at least three months employment and requests maternity or paternity leave for the birth or adoption of a child, will be eligible for the following:

1. An unpaid leave of absence of up to 3 months.
2. Use of all accrued sick time for that period (legally defined as eight weeks).
3. Use of any accrued vacation time.

In addition, an Employee will continue to accrue sick and vacation time during the period of the leave. It is the Employee's responsibility to notify his/her supervisor as soon as possible of the impending leave with a request for reinstatement and benefits but in no case later than three months prior to the requested time off.

3. Upon returning to work, the Employee will be restored to the employees previous position or a similar position with the same status, pay and length of service credit as of the date of his/her leave unless the employees medical status has changed and the employee is no longer able to perform the essential functions of the job, or the position has been eliminated by an economically induced lay off or by changes in operating conditions.

4. Time Off for Maternity and Paternity Leaves is incorporated into the allowable time off through the FMLA guidelines.

#### **Section 22.4 Other / Discretionary Leaves of Absences**

1. Unpaid Leave of absence for full-time and part-time employees may be allowed at the discretion of the NuPath CEO/President for up to six months duration. Employees must complete 1 year of continuous service and be in good standing with NuPath to be eligible for consideration of any Leave of Absence.

2. The approval of a leave of absence is not a guarantee that the employee will resume their previous position. Employees returning from such leave will be placed in the same position if available, otherwise a similar position.

3. In the event that all positions in that level are filled, the Employee may be asked to accept a position in the next closest lower level. If this alternative is not acceptable, or if all positions in NuPath are filled, the Employee will be considered for other or future possible openings. In the event the Employee's position was eliminated as part of a reduction in force the Employee shall have rights pursuant to Article 31 (Reduction in Force).

4. Requests for unpaid leaves of absence must be submitted in writing to the employee's direct supervisor and the Human Resource Department for approval. The written request must include the reason for the request, the length of time the Employee

is expected to be out of work and any medical or other support documentation that supports the need for the request.

5. Additionally, if an Employee is approved for a Leave of Absence and they receive Health and/or Dental Coverage through payroll deductions, use of time and/or payment arrangements and agreements must be projected out prior to the leave to ensure that health and/or dental premiums may be paid during the medical leave.

6. During leaves of absence, Employees will not continue to accrue paid time off; however, Employees will resume these benefits at the time of re-employment at the previous level (e.g. an Employee who was accumulating vacation time at the rate of 25 days per year will continue at that level).

7. During an Employee's leave of absence, NuPath will not be responsible to provide health benefits. If an Employee wishes to continue health benefits, the entire cost must be paid in its entirety by the Employee.

### **Section 22.5 Military Leave**

An employee who serves in any branch of the armed forces of the United States, shall, upon completion of such service be reinstated to his/her former position in accordance with the applicable law. In the event that it becomes necessary to lay off another employee in order to reinstate an employee returning from military service such layoff shall be in accordance with the terms of this Agreement.

## **ARTICLE 23 SICK LEAVE**

### **Section 23.1 Benefit**

Sick leave benefits will accrue on the basis of 7.5 hours a month for 37.5 hour positions, and 8 hours a month for 40.0 hour positions available after the last pay period of the month. Days may be accumulated up to sixty days, but are not reimbursable upon termination of employment.

An incident of sick use is defined as one or more consecutive use of a sick day(s). Employees who are not able to report for work due to illness must call and speak to their immediate supervisor each day of illness unless the employee is unable to do so due to said illness. Sick days may be used for employee illness, or care for a spouse, child or elderly parent. Sick days may also be used for medical tests upon presentation of a note from a physician verifying the day or days needed and the need for the tests.

## **Section 23.2 Doctor's Note**

If an Employee is out three consecutive days or more, verification of illness from a doctor is required.

## **Section 23.3 Probationary Employees**

Employees, who exhaust their sick time use during their Probationary Period, will be subject to termination as in accordance with the Probationary Period Policy.

## **Section 23.4 Massachusetts Sick Leave Law**

Nupath shall comply with the Massachusetts Earned Sick Time Law, including its accompanying regulations.

## **Section 23.5 Calling Out**

Employees must speak to a supervisor; text messaging, emailing and leaving voice messages are not acceptable forms of communicating sick calls. If an Employee cannot reach their immediate supervisor, they must call the next supervisor in the chain of command. Employees who fail to follow the above timelines will be subject to progressive disciplinary action.

- A. Day Program Employees are required to call out sick and speak to their immediate supervisor between the hours of 6:00 a.m. and 7:00 a.m. of the day they are calling out sick. This is necessary to allow time sufficient time to make any necessary arrangements: arrange coverage, transportation, etc. during an Employee's absence.
- B. Residential Employees must speak with their immediate supervisor at least 4 hours prior to the scheduled start of their shift.

## **Section 23.6 Progressive Discipline**

In the event an Employee has frequent absences, the Employee will be asked to provide a note from a physician. An Employee may be a candidate for disciplinary action, up to and including termination, for excessive sick use, inadequate documentation when requested by the supervisor, or unexplained or unexcused absences using the following guidelines:

## Number of Incidents of Absence Within a 12-Month Period

Seven = Verbal Warning

Eight = Written Warning

Nine = 2 Days Suspension (or final written warning)

Ten = Termination

In the event that an Employee calls in sick before or after a holiday, vacation, personal day or leave of absence, during the previous twelve-month period, the employees' actions will result in progressive disciplinary action unless proper medical documentation to support the absence is provided by the employee.

In accordance with Massachusetts Earned Sick Time law, this section does not apply to the first 40 hours of sick time utilization during this 12-month period.

### **Section 23.7 Constructive Resignation**

If a person has not called in to inform his/her supervisor of his/her absence for two consecutive days and is not present at their worksite within 30 minutes of their scheduled shift start time on the third day, he/she will be considered to have voluntarily resigned his/her position from NuPath. However, if the Employee failed to call in because he/she was hospitalized and provides documentation of their hospitalization within 30 days of their failure to call in, this provision shall not apply.

### **Section 23.8 Perfect Attendance**

In the event that an Employee has perfect attendance for one year, (i.e. does not use any of their sick days) then the employee will be entitled to trade one accumulated sick day for one personal day to be used in conjunction with the three other personal days.

## **ARTICLE 24 PERSONAL DAYS**

### **Section 24.1 Benefit**

Full time personnel are entitled to three (8-hour days for residential staff and 7.5-hour days for day staff) Personal Days. Personal Days are credited annually on the anniversary hire date. Personal days, if taken one at a time, may be taken at any time, provided that arrangements are made with the immediate supervisor at least 48 hours in advance. In the event of any emergency, the immediate supervisor may allow notice of less 48 hours in advance.

Employees will not be able to combine personal days with other benefits to have more than two days paid time off with less than two weeks' notice.

Personal days are not reimbursable upon resignation or termination of employment. Employees will be permitted to transition up to four (4) hours of personal time into vacation time every year prior to the time being lost. Up to four (4) hours will be automatically converted into vacation time within the month following an employee's anniversary date when the time would otherwise be lost (provided that this would not cause an Employee to exceed 25 days of accrued vacation).

### **Section 24.2 Part-Time / Flexer Employees**

Part-time and Flexer 2 employees who work at least 20 hours per week are entitled to three pro-rated personal days per year according to the amount of hours worked per week. Part-time employees must follow the same rules on using these days as specified above.

### **Section 24.3 Probationary Employees**

Employees are not entitled to use personal days during their probationary period. Personal days will be added to their time at the end of the probationary period and will become available again on the hire anniversary date.

### **Section 24.4 Call Out Before a Holiday or Other Scheduled Day Off**

In the event an Employee calls in sick before or after a holiday, vacation, personal day or leave of absence, during the previous twelve (12) month period, the Employee's actions will result in progressive disciplinary action unless proper medical documentation to support the absence is provided by the Employee. In accordance with Massachusetts Earned sick time law, this section does not apply to the first 40 hours of sick time utilization during this 12-month period.

## **ARTICLE 25 BEREAVEMENT LEAVE**

### **Section 25.1 Benefit**

In the event of a death in an Employee's immediate family (spouse, life partner, child, parent, sibling, grandparent, grandchild, mother-in-law or father-in-law), the employee shall be entitled to up to four (4) consecutive days off and shall be paid for any time lost from his/her regular schedule as a result of such absence.

In addition, when an Employee's spouse or child dies, the Employee shall be allowed up to two weeks of unpaid leave. At the Employee's election, vacation time and/or personal time may be used during the leave period.

Employees may be asked to furnish verification of the death and relationship to the deceased. Employees must provide documentation within 10 days of the death. Employees may take additional un-paid leave if extreme transportation or travel is necessary for Bereavement Leave. Supporting documentation will be provided by employee. Employee may use accrued personal and/or vacation time.

Leaves for periods longer than four (4) consecutive days may be granted at the discretion of the President/CEO or his/her designee, which shall not be unreasonably denied.

## **ARTICLE 26   VACATION**

### **Section 26.1   Vacation Accrual**

Employees shall accrue vacation for all hours paid as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>
Less than 3 years	3 weeks = 15 days
4th and 5th years	4 weeks = 20 days
Five years or more	5 weeks = 25 days

Employees shall receive their accrued vacation time on a bi-weekly basis. Vacation leave may be carried from one year to the next. Employees shall not accrue more than 25 days of vacation. Once 25 days of vacation are accrued, accruals for the employee will stop.

On a quarterly basis, employees will be reminded by email of the accrual cap and how they may check their vacation accruals.

Part-time and Flexer II employees that work 20 hours per week shall accrue vacation on a prorated basis.

### **Section 26.2   Use of Vacation Time:**

1. All requests for vacation must be made through NuPath's time and attendance system and with the following advance notice: (1) week prior notice for one day vacation; two (2) weeks prior notice for 2 consecutive vacation days; and three (3) weeks prior notice for 3 or more consecutive vacation days.
2. Time off requests will not be accepted more than twelve (12) months prior to the requested time.

3. The Employer will provide approval or denial of vacation requests within one (1) week of the receipt of the request from the employee. If the vacation request is denied, the Employer will provide a reason for the denial.
4. Requests for vacation will be granted on first come first serve basis. If simultaneous requests are submitted, preference will be given to the most senior employee with the overall determining factor based on programmatic needs.
5. During the probationary period, Employees will accrue vacation time, but are not eligible to use accrued time until after the first 12 weeks of employment, unless said vacation request was approved prior and will be taken unpaid. Employees, who do not successfully complete the Probationary Period and are terminated from NuPath, are not entitled to vacation pay out.
6. In the event that an Employee calls out sick from work, or calls in requesting an unscheduled personal or vacation day before or after scheduled vacation time, the Employee has used unauthorized time to extend time off and will be subject to discipline unless proper medical documentation to support the absence is provided by the employee. In accordance with Massachusetts Earned sick time law, this section does not apply to the first 40 hours of sick time utilization during this 12 month period.

### **Section 26.3 Vacation Pay Out**

All benefit eligible employees who accrue vacation will be allowed to receive a vacation payout of up to 20 hours at his/her base hourly pay rate. Employees may choose to accept the entire payout or any whole increment of hours of their accrued vacation time up to that amount. If an Employee has less than 20 hours accrued, he/she may opt for the entire amount available or whole increments up to that number of hours. Vacation cash out will be processed once a year and distributed on the requesting Employee's anniversary date.

## **ARTICLE 27 HOLIDAYS**

### **Section 27.1 Designated Holidays**

Employees will be given 12 paid holidays per year:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Patriot's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day

9. Columbus Day\*
10. Thanksgiving Day
11. Thanksgiving Friday
12. Christmas Day

At the discretion of the President / CEO, Columbus Day can be celebrated on another date to allow for a long weekend around another holiday.

Any veteran who is honorably discharged from the service, who is regularly scheduled to work on Veterans Day, may take the day off with pay with advance approval from his/her supervisor,

For twenty-four (24) hours programs, the holiday is considered to begin at 11 p.m. the evening before the holiday and end the following 11 p.m. on the day of the holiday.

### **Section 27.2 Call Out Before a Holiday**

In the event an Employee calls in sick before or after a holiday, vacation, personal day or leave of absence, during the previous twelve (12) month period, the Employee's actions will result in progressive disciplinary action unless proper medical documentation to support the absence is provided by the Employee. In accordance with Massachusetts Earned sick time law, this section does not apply to the first 40 hours of sick time utilization during this 12-month period.

### **Section 27.3 Employees Who Work a Holiday**

Employees who work on a holiday set forth in Article 27.1 will be paid double time for all hours worked on that holiday.

## **ARTICLE 28 GROUP HEALTH CARE PLAN / INSURANCE**

### **Section 28.1 Benefits**

All full-time employees, part-time employees, and Flexer employees who are regularly scheduled to work 20 or more hours a week may participate in the NuPath's health insurance plan. All eligible employees may participate in the plan under the same terms and conditions. Accordingly, Nupath shall have the right to change carriers/administrators, decide to self-insure, or alter the plan design.

### **Section 28.2 Employee Contribution**

Employees who choose to participate in NuPath's health insurance plan shall contribute to the cost of the plan. Employees shall contribute at the same rate and in the same manner. NuPath presently pays 85% of the cost of an individual plan and 70% of the

cost of a dual or family plan. NuPath agrees to maintain these percentages unless the cost of the health plan increases 10% or greater during the term of the collective bargaining agreement. If, as a result of said 10% increase in cost, changes are made in the rates or plan, NuPath shall inform the Union of said changes to its health insurance plan(s) or its rate of contribution.

### **Section 28.3 NuPath's Right to Change Insurance Plan**

NuPath shall have the right to change its current insurance plan if such change would be more beneficial to the majority of the employees of NuPath. Any such change will not discriminate against employees in the bargaining unit. NuPath will notify the Union of such change.

## **ARTICLE 29 TRANSPORTATION AND MILEAGE**

### **Section 29.1 NuPath Vehicles**

NuPath encourages all employees to use NuPath vehicles for clients' transport needs during their work hours.

### **Section 29.2 Personal Vehicles**

In the event employees have authorization to use their personal vehicle for authorized work, NuPath will reimburse the employee at the current IRS rate per mile. If the funding DDS provides NuPath for mileage increases the above rate will adjust accordingly. For employees using their personal vehicles and required to begin or end their work shift from a location other than their regular work site, NuPath will pay the Employee the difference in the mileage, if the relocation is of further distance to/from the regular work site and the Employee's home.

### **Section 29.3 Reassigned Work Location**

For employees already at a work location and then reassigned by their supervisor during their work shift to another work site, NuPath will pay the mileage from the existing site to the reassigned location.

### **Section 29.4 Mileage Calculation**

All mileage calculations will be based on the least amount of miles identified through the MapQuest driving site, whether or not the employee drives the designated MapQuest route. All parties agree that all employees are required to maintain a valid and current

Massachusetts or New Hampshire Driver's License on file with NuPath and appropriate levels of insurance. Employees are required to notify their supervisor and or Human Resources immediately of any change in their legal right to operate or drive a motor vehicle, including suspensions, revocations or other RMV restrictions. An Employee who drives a vehicle on NuPath time and has not maintained a valid license status will be terminated from employment. Under no circumstance will NuPath reimburse for traffic or parking violations.

**Section 29.5 Mileage Reimbursement Requests**

Requests for mileage reimbursement should be submitted by the employee to their supervisor on a monthly basis. Reimbursement will occur by the end of the month following the expense submission.

**ARTICLE 30 PAYCHECK ERRORS**

Inaccurate paychecks shall be corrected in the following manner: The Employee notifies their immediate supervisor who confirms the error and notifies the Payroll Department of the error. The payroll department shall correct the error and process an additional direct deposit to the Employee within two business days if the amount exceeds \$25. If the error is under \$25 the adjustment will be added to the following payroll. If no error is found, the Employee shall be notified in writing.

**ARTICLE 31 WAGES**

1. Pay Rates

**Effective October 23, 2024**, employees' base pay shall be increased by the greater of:

1. The Rates set forth below (based upon the employee's seniority and job title); or
2. An 8% increase.

<b>Salary Chart</b>	<b>Start</b>	<b>3 yrs</b>	<b>5 yrs</b>	<b>7 yrs</b>	<b>10+ yrs</b>
Team Leader	\$21.02	\$21.65	\$22.30	\$22.97	\$23.66
Day Life Coach/Dev Specialist/Paraprofessional	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79
Residential Life Coach	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79
Overnight Resident Life Coach-Awake	\$20.25	\$20.86	\$21.48	\$22.13	\$22.79
Overnight Resident Life Coach-Asleep	\$17.00	\$17.51	\$18.04	\$18.58	\$19.13
Flexer 1 (below 20 hrs/week)	\$19.00	\$19.57	\$20.16	\$20.76	\$21.38

Flexer 2 (20 hrs+/week)	\$19.50	\$20.09	\$20.69	\$21.31	\$21.95
Overnight Relief-Asleep	\$16.75	\$17.25	\$17.77	\$18.30	\$18.85

Employees will continue to advance to the step on the wage scale consistent with their seniority. All new hires will start at the “start” rate for their respective job title.

**Effective 10/23/25** the wage scale will be increased by 4% and all bargaining unit employees will receive a 4% increase to their base wage.

**Effective 10/23/26** the wage scale will be increased by 3.25% and all bargaining unit employees will receive a 3.25% increase to their base wage.

**Signing Bonus** - Employees on the payroll as of December 12, 2024 will receive a one-time bonus distributed as follows:

<b>Employee Seniority:</b>	<b>Bonus Amount</b>
Less than 5 yrs	\$275
5 years to 9 yrs	\$825
10 yrs +	\$1,000

**Differentials:**

A. Effective 10/23/24, employees with a MAP certification (where MAP certification is a job requirement and/or MAP duties are performed) will receive a differential of \$1.00 an hour to be paid on top of their base rate on the wage scale. In the event an employee lets their certification lapse, the employee will no longer receive the certification differential and will return to their base hourly rate until they become recertified.

Team Leaders hired after December 12, 2024 will be required to get MAP certification and receive the additional hourly pay of \$1.00/hr. Team leaders hired prior to December 12, 2024 will be encouraged to attain MAP certification but will not be required.

There will be an additional ten (10) MAP positions added to the Westford day program and an additional twenty (20) MAP positions added to the New Boston day program. These positions will first be offered to existing employees at the program currently performing MAP duties. The remaining positions will be posted, applied for and filled in accordance with Article 20.

B. Employees hired prior to December 12, 2024 will retain any differential they currently receive for a CNA certification (.75/hr) or a Bachelor’s degree (.75/hr) or an Associate’s degree (.50/hr). Current CNA certifications must continue to be submitted

to management to be eligible for this differential. These differentials will be paid on top of base pay under Section 1 of this Article; however, there will be no pyramiding of any differentials (differentials cannot be combined-- e.g., an employee will not receive a CNA/BA/AA differential on top of a MAP differential;) and no employee will receive more than \$1.00 total for differential pay.

## **ARTICLE 32 RETIREMENT**

Upon hire, employees are eligible to participate in NuPath's 403B Plan. Eligibility requirements for NuPath's approved match are set forth in the Employee Handbook.

## **ARTICLE 33 REDUCTION IN FORCE**

### **Section 33.1 Layoff / Reduction In Hours**

In the event NuPath 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 and will post at all NuPath locations a notice announcing the need for layoffs or reduction in hours and the affected programs and classification(s) of employees.

Any employee within the affected classification(s) willing to accept voluntary layoff or reduction in hours shall notify the NuPath of his/her desire to do so.

**Absent sufficient volunteers, the order of layoff or reduction in hours within the program targeted for layoff or reduction in hours shall be as follows:**

1. Volunteers; and
2. Then, in reverse order of seniority (last in, first out), the least senior employee.

### **Section 33.2 Bumping**

If an Employee is laid off from a program, he/she will be offered to fill any vacancy in that department for which he/she is qualified. If there are no such vacancies and he/she has at least four (4) years of seniority, he/she may bump the least senior person in his/her classification in that department or, if none exist, then he/she may bump the least senior employee in that department regardless of classification provided that, in any of these cases, the less senior employee has less than two (2) years of seniority.

A laid off employee may bump into a position only if he/she meets the qualifications as specified in the posting. If the Employee does not choose to fill any vacancies, he/she may be terminated without further recourse to the bumping procedure set forth herein.

### **Section 33.3 Notification**

To the extent possible, NuPath will notify employees to be laid off, or to have hours reduced, a minimum of four (4) weeks in advance. Upon layoff, an Employee will be paid for unused accrued vacation.

### **Section 33.4 Recall**

An Employee who is laid off will be eligible for recall for 1 year. Whenever vacancies occur in bargaining unit positions, employees who are on layoff will be offered recall on the basis of seniority. An employee who is recalled to his/her former position (same classification, hours, shift and work site) and refuses the position shall thereby lose recall rights.

### **Section 33.5 Offers of Additional Hours**

When an Employee has had his/her hours involuntarily reduced, NuPath shall make every effort to give the Employee additional hours to make up the difference. Such Employee shall have first preference to be given additional hours should they become available. An Employee who is offered the same hours (same time and work site) that he/she involuntarily lost and refuses them shall lose the above-mentioned right to first preference.

### **Section 33.6 Flexer Employees**

Flexer employees in a position targeted for layoff will be offered the opportunity to work relief in any other program for which they are qualified and for which they indicate an interest. With respect to reduction in force, flexer personnel shall not have any seniority rights, bumping rights or recall rights.

## **ARTICLE 34 MAINTENANCE OF PROPERTIES**

Employees shall not be required as part of their normal work duties to mow lawns or move furniture or other heavy objects belonging to clients or NuPath other than routine housekeeping duties with the exception of designated positions in employment services including the landscaping supervisor, housecleaning supervisor, janitorial supervisor and painting crew supervisor.

Employees shall not be required as part of their normal work duties to shovel snow, except for the purpose of maintaining ingress and egress to the property and emergency egresses. Employees will be expected to remove snow from the house and or program van prior to operation to maintain safety and abide by all state laws.

### **ARTICLE 35 NO STRIKE & NO LOCKOUT**

During the life of this Agreement or extension thereof there shall be no picketing (at any building or facility in any way associated with or related to NuPath), no strikes of any kind whatsoever (whether general sympathy, related to unfair labor practices), walkouts, work stoppages, sit down, slowdowns, sickouts, mass absenteeism, or any other direct or indirect interference with NuPath's activities or operations during the term of this Agreement and any extensions and renewals thereof.

Any or all employees participating in or promoting any activity prohibited by Section 1, shall be subject to disciplinary action, including termination, and any such action imposed shall not be subject to the grievance and/or arbitration procedures of this Agreement except for the purpose of determining whether the employee engaged in such acts.

NuPath agrees not to conduct a lockout during the term of this Agreement and any extension and renewal thereof.

### **ARTICLE 36 MANAGEMENT RIGHTS**

NuPath has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of NuPath and direction of the working forces, including, but not limited to the following:

1. To determine the organization and standards of NuPath services, to manage its operations, assets and finances, and to direct its workforce.
2. To determine the selection, maintenance, and operation of facilities and equipment used for, and on behalf of, the purposes of NuPath.
3. To determine and change the number and location of its operations.
4. To establish, continue, modify, or discontinue policies, practices and procedures for the conduct of NuPath business, including setting standards of conduct, productivity and performance, introducing new technologies or methods, and determining the methods, schedules and process, of the services to be performed.
5. To establish, expand, modify, or discontinue processes or operations, or to establish, expand, modify, or discontinue their performance by employees.

6. To select its employees, including the standards and methods used to select employees, and to determine the number and types of employees required to perform NuPath's operations.
7. To hire, direct, evaluate, transfer, promote or demote employees.
8. To schedule and assign work or shifts to specific employees, including determining the number of shifts, the starting and ending time, and number of hours to be worked, including requiring overtime.
9. To layoff or otherwise relieve employees from duty for lack of work.
10. To discipline, suspend, or discharge employees for just cause.
11. To permit supervisory employees, temporary employees, and/or independent contractors to perform bargaining unit work.
12. To subcontract or transfer work, or use the services of auxiliary employees, temporary employees or volunteers.

Management Rights and the Grievance and Arbitration articles shall continue past expiration of this Agreement unless and until the parties specifically negotiate otherwise.

### **ARTICLE 37   LEGAL CONFLICTS**

Should any federal or state law, municipal ordinances, or any court or administrative order or ruling conflict with any provision of this Agreement, the provision so affected shall be made to conform to the law, ordinance, order or ruling, and otherwise the Agreement shall continue in full force and effect. NuPath agrees to comply with Massachusetts Earned Sick Time law and its accompanying regulations as may be amended from time to time (see Appendix B for excerpts from the Sick time Law Q&A referenced here within).

### **ARTICLE 38   SCOPE OF CONTRACT**

This Agreement constitutes the entire agreement between NuPath and the Union. No agreement, additions, waivers, understanding, deletions, changes or amendments of any term or provision of this Agreement shall bind NuPath or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed or initialed and dated by NuPath and the Union.

NuPath and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

NuPath shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement.

**ARTICLE 39 EFFECTIVE DATE & DURATION OF AGREEMENT**

Except as otherwise provided within, this Agreement shall become effective as of October 23, 2024 and continue in full force and effect through October 22, 2027 and thereafter from year to year unless terminated by written, certified notice given by either party to the other party 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, or until a successor agreement is executed or an impasse in negotiations is reached.

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION,

By:  Date: 6.25.25  
Its: D.F. David Foley, President

NUPATH, INC.

By: Daniel Harrison Date: 6/26/25  
Its: Daniel Harrison, President & CEO

## **APPENDIX A: CODE OF CONDUCT**

As NuPath employees, we demand that all people are treated with the respect, dignity, caring and interest we all deserve in our lives. We can accept no less!

All employees and officials of NuPath agree to:

- Respect the rights and dignity of all.
- Ensure the emotional and physical safety for all.
- Encourage all to recognize their own self-worth.
- Assist all to communicate their wants and needs.
- Empower all clients to speak up for themselves and make choices in their lives.
- Follow all ethical practices of business.
- Respect cultural ethnic diversity in all people.
- Support all people in their quest for independence in both their work and personal life.
- Promote the people we serve in a positive way through integration in work and social settings.
- Participate in the development of policy to enhance service delivery.
- Encourage people to embrace all civil and human rights in order to maximize potential in their lives.
- Respect the Mission Statement as the driving force of the organization.

All employees of NuPath agree to follow this code and report any abuse of disrespect.

All NuPath employees are hired into a position for one basic reason. That is to serve the consumers of NuPath in whatever capacity necessary. The needs of the people we serve are paramount, and drive all of our decisions. My signature below indicates I have read and completely understand the NuPath Code of Conduct. My signature also indicates my complete willingness to abide by all principles of the Code. Any violation of the Code of Conduct may result in disciplinary action up to and including termination.

## **APPENDIX B: EXCERPTS FROM EARNED SICK TIME LAW (Q&A)**

Excerpts from: Massachusetts Attorney General's Office — Earned Sick Time FAQs

For an entire listing of this Earned Sick time FAQs, visit:

<http://www.mass.gov/lago/doc.sAvorkplace/earned-sick-iiiire/esi-jims.pdf>.

For the entire regulations and laws regarding this Earned Sick time law, visit:

<http://www.mass.gov/ugodoes/regulations/940-cmr-33-00.pdf>

### **SECTION 3: GENERAL RULES - SUBSECTION A: HOW IS EARNED SICK TIME ACCRUED?**

Q: How do employees earn sick time?

A: Employers have several options to provide their employees earned sick time. Employees can accrue time as they work, or may be provided with a lump sum on a monthly or yearly basis.

Q: If accruing earned sick time based on number of hour worked, at what rate is it accrued? A: One hour of earned sick time is accrued for every 30 hours worked. In other words: employers must allow employees to accrue at a rate no slower than 1 hour earned for every 30 hours worked.

Q: If employers provide earned sick time in a lump sum each month or year, how much earned sick time must be given to employees?

A: The amount must be the equivalent of no less than 1 hour of earned sick time for every 30 hours worked. For more options about earned sick time schedules, please see "Section 5: Using Other Paid Time Off (PTO) Policies Instead."

Q: How much earned sick time do employees get?

A: An employee must be allowed to accrue 40 hours per benefit year if the employee works sufficient hours. For example, an employee who accrues on hourly basis would have to work 1,200 hours to accrue 40 hours of earned sick time. Employees must be allowed to use up to 40 hours per year for authorized purposes if they have earned that time.

Q: When does an employee start accruing?

A: Employees begin accruing earned sick time on their first date of actual work.

Q: What hours count towards accrual?

A: All hours worked by an employee, including overtime and hours worked outside of Massachusetts, count towards the accrual of earned sick time. Example: If an employee

for a catering company located in Massachusetts works 900 hours in Massachusetts and 150 hours in other states, that employee will earn sick time on all 1,050 hours worked for the company.

Q: Do employees accrue earned sick time while they are on vacation or other leave?

A: No. Employees are only entitled to accrue earned sick time for hours actually worked.

### **Employees Eligible for Earned Sick Time**

Q: Which employees are eligible for earned sick time?

A: Most employees who work in Massachusetts are eligible, including full-time, part-time, seasonal, per diem, and temporary employees. To be eligible, an employee's primary place of work must be in Massachusetts.

### **PERMISSIBLE USES OF EARNED SICK TIME**

Q: When can an employee begin using earned sick time?

A: An employee may begin using earned sick time on the 90th calendar day after an employee starts working for the employer. Example: Jasper's first date of actual work as a salesperson at a shop is October 1, 2016. Jasper will be eligible to use any accrued earned sick time 90 days later, which is December 30, 2016.

Q: What can earned sick time be used for?

A: Earned sick time can be used to care for the employee's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care. Earned sick time can be used to care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care. Earned sick time can be used to attend a routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse. Earned sick time can be used to address the psychological, physical or legal effects of domestic violence. Earned sick time can be used to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Q: What is "preventative medical care"?

A: Preventative medical care typically is routine health care that includes screenings, checkups, and patient counseling to prevent illnesses, disease, or other health problems. For examples of preventative care, go to [HealthCare.gov:https://www.healthcare.gov/what-are-my-preventive-care-benefits/](https://www.healthcare.gov/what-are-my-preventive-care-benefits/).

Q: Who is considered a child under the law?

A child includes a biological, adopted, or foster child, as well as a stepchild, a legal ward, or a child for whom an employee has assumed the responsibilities of parenthood.

Q: Can employees use earned sick time for the health care of adult children?

A: Yes.

Q: Can an employee's use of earned sick time be counted toward leave under other laws?

A: Yes. An employee's use of earned sick time may be counted toward concurrent leave under federal or state law, such as the Family Medical Leave Act (FMLA). Employees may choose to use, or employers may require employees to use, earned paid sick time to receive pay when taking other statutorily-authorized leave that would otherwise be unpaid.

Q: When can a per diem or on-call employee use earned sick time?

A: Per diem or on-call employees can use earned sick time only for hours they have been scheduled to work. Being "scheduled to work" does not include shifts for which an employee has been asked to be available or on call, unless the employee is required to remain on call on the employer's premises.

## **SECTION 6: NOTIFICATION REQUIREMENTS AND OPTIONS FOR EMPLOYEES USING EARNED SICK TIME**

Q: Do employees need to notify their employers before they use earned sick time?

A: Yes. An employee must make a good faith effort to provide notice of the need in advance of the use of earned sick time.

Q: Does an employee have to reference "Earned Sick Time" in order to use earned sick time?

A: No. An employee does not need to reference the law or the term "earned sick time" to his or her employer in order to use earned sick time.

Q: What sort of notification system can an employer use?

A: Reasonable ones. Reasonable notice may include compliance with an employer's reasonable notification system that the employee customarily uses to communicate with the employer for absences or requesting leave. If an employer does not have an existing policy and procedure for providing reasonable notice, the employer shall establish such a policy or procedure, preferably in writing. The policy or procedure

should enable the employee to effectively provide reasonable notice in a way that can be documented.

Q: Can an employer require advance notice about a pre-scheduled use of earned sick time like an annual check-up?

A: Yes, employers may require up to seven days' notice if the employee has a pre-scheduled or anticipated time the employee plans to take off to use earned sick time.

Q: What notice can an employer require for multi-day absences?

A: If an employee uses multiple earned sick days (more than one), an employer may require notification on a daily basis from the employee or the employee's surrogate (e.g., spouse, adult family member, or other responsible party), unless the circumstances make such notification unfeasible.

Q: Can an employer require post-use written verification from employees?

A: Yes, employers may require employees to submit written verification that they used earned sick time for allowable purposes after using any amount of time. An example form may be found on the Attorney General's Earned Sick Time webpage ([www.mass.gov/ago/earnedsicktime](http://www.mass.gov/ago/earnedsicktime)). In no event, however, may an employer request additional medical or other documentation from an employee substantiating the need to use earned sick time until the employee uses more than 24 consecutive hours or 3 days of earned sick time.

## **SECTION 7: DOCUMENTATION REQUIREMENTS AND OPTIONS FOR EMPLOYERS**

Q: May an employer require an employee to provide written documentation, like a doctor's note, when the employee uses earned sick time?

A: It depends. An employer can require written documentation if:

- (1) The employee is absent from work for more than 24 consecutively-scheduled work hours;
- (2) The employee is absent for three consecutively-scheduled work days;
- (3) The employee's absence occurs within two weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary workers; or
- (4) The employee's absence occurs after four unforeseeable and undocumented absences within a three-month period.

Q: What kind of documentation can an employer require?

A: If the employee is absent for medical reasons, the employer may require a statement from a health care provider that the absence was for a purpose covered by the law. An employee who does not have a health care provider may sign a written statement that earned sick time was needed for a reason covered by the law.

The Attorney General's Office provides a model statement on its website at [www.mass.gov/ago/earnedsicktime](http://www.mass.gov/ago/earnedsicktime) that employers can use as a guide. An employer may never require further information about the details of a medical condition.

Q: What if an employee is absent from work due to domestic violence?

A: If the employee is absent from work due to domestic violence, the employer must accept any of the following documentation:

- (1) A restraining order or court document;
- (2) A police record documenting the abuse;
- (3) Documentation that the perpetrator of the abuse has been convicted of one or more of the offenses enumerated in M.G.L. c. 265 where the victim was a family or household member;
- (4) Medical documentation of the abuse;
- (5) A statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate, or other professional who has assisted the employee in addressing the effects of the abuse on the employee or the employee's family; or
- (6) A signed written statement from the employee attesting to the abuse. An employer may never require further information about the details of the domestic violence.

## **APPENDIX C: SMOKE FREE BUILDING POLICY**

NuPath is a smoke free environment. Smoking, or use of E-cigarettes, is not allowed in any NuPath properties and smoking can only occur outside at least 50 feet away from the building entrances. Cigarette containers will be provided in order to effectively maintain smoking debris. These containers will be the responsibility of the staff and program participants who choose to smoke. The containers will be emptied and replaced as necessary on a regular basis by the smokers.

There is no smoking in NuPath vehicles. Smoking is also prohibited in personal vehicles when employees or representatives of NuPath are transporting program participants.

NuPath staff and program participants assigned to community work sites will obey the smoking policies of the particular company.

## **APPENDIX D: PROGRAM STAFFING PATTERNS**

### **Martin Center (Day Hab)**

Developmental Specialist Facility Based Position (37.5 hours)

Life Coach Facility Based Positions (37.5 hours; some are 30 hour positions)

### **Westford (Day Hab)**

ASD Program

Developmental Specialist

Life Coach Day

No Walls Program

On-Site

Community Based Day

### **New Boston Street Program (Day hab)**

ASD Programs

Life Coach Day

No Walls Program

On-Site

Community Based

Residential

Start at residence and do transportation (both Facility based and Community 40 hours)

Facility Based Position (37.5 hours)

Facility based position (37.5 hours and some 30 hours)

Facility Based Positions (37.5 hours; some are 30 hour positions)

In the community full time, from start to finish (40 hours)

Directly to the community worksite (40 hours)

Facility based Position (37.5 hours)

Start at residence and do transportation (both Facility based and Community 40 hours)

Facility Based Position (37.5 hours)

Facility based position (37.5 hours and some 30 hours)

Facility Based Positions (37.5 hours; some are 30-hour positions)

In the community full time, from start to finish (40-hours)

Directly to the community worksite (40 hours)

Facility based Position (37.5 hours)

In the community (40 hours unless otherwise stated)

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION,

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

Its: \_\_\_\_\_

NUPATH, INC.

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

Its: \_\_\_\_\_