

AGREEMENT

Between

ELIOT COMMUNITY HUMAN SERVICES, INC.

and

LOCAL 509, SEIU

July 1, 2023 – June 30, 2026

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – MANAGEMENT RIGHTS	5
ARTICLE 3 – PROBATIONARY PERIOD	6
ARTICLE 4 – UNION ACTIVITIES	7
New Employees / Program changes	7
Union Security	7
Voluntary Dues Deduction	8
Union Representative	9
Union Steward	9
Union Activities on ECHS Premises	10
Lobby Days	10
Bulletin Boards	11
ARTICLE 4A – COPE DEDUCTION	11
ARTICLE 5 – NON-DISCRIMINATION	11
ARTICLE 6 – HOURS OF WORK / STAFFING PATTERNS	12
Work Schedule	12
Overtime / Forced Extra Shifts / Call-in's	13
Staffing Patterns	14
ARTICLE 7 – SENIORITY	15
Seniority	15
Loss of Seniority and Employment Rights	15
Reemployment in Good Standing	15
New Program Seniority	16
Seniority Comparisons	16
Relief Seniority	16
Fee-For-Service Seniority	17
ARTICLE 8 – JOB OPENINGS	18
Postings	18
Selection	18
Transfers	18
ARTICLE 9 – REDUCTION IN FORCE	19
Layoffs	19
Selection of Affected Positions	19
Voluntary Layoff	19
Selection of Affected Employee	19

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Bumping	20
Benefits of Laid Off Employees	20
Miscellaneous	20
Recall	21
ARTICLE 10 – HOLIDAYS	21
Holidays Observed	21
ARTICLE 11 – VACATION	23
ARTICLE 12 – SICK LEAVE	26
Accumulation of Sick Leave	26
Use	27
Notification	28
Buy Back	28
Verification	29
Fitness for Duty	29
ARTICLE 13 – LEAVES	29
Leaves of Absence Without Pay / Non-Medical	29
Massachusetts Paid Family and Medical Leave (PFML)	30
Family and Medical Leave (FMLA)	30
Medical Leaves (Non-PFML / FMLA)	32
Paternal Leave	33
Worker’s Compensation Leave	33
Bereavement Leave	33
Jury Duty Leave	34
Military Leave	34
Immigration Leave	34
Employment Elsewhere During a Leave	34
ARTICLE 14 – DISCIPLINE	35
ARTICLE 15 – GRIEVANCE AND ARBITRATION	35
Grievance	35
Informal Discussions	36
Grievance Procedure	36
Arbitration Procedure	37
ARTICLE 16 – PROFESSIONAL RESPONSIBILITIES	38
Confidentiality of Information	38
Private Practice	39
ARTICLE 17 – PERSONNEL FILES	39
ARTICLE 18 – EMERGENCY CLOSING	39

PREAMBLE

Agreement entered into this _____ by and between ELIOT COMMUNITY HUMAN SERVICES, INC. (hereinafter referred to as "ECHS") and the 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 Union and ECHS. Neither this preamble nor its contents shall be subject to the arbitration provisions of this Agreement.

ARTICLE 1 – RECOGNITION

Section 1.1.

All full-time and regular part-time employees who work eight (8) or more hours/week and all relief employees who work an average of four (4) hours or more per week employed by the ECHS at its locations, but excluding:

The President, Sr. Vice President, Vice President of Finance, Vice President of Human Resources, Vice President of Mental Health and Homeless Services, , Vice President of Youth Programming, Vice-President of Ambulatory Services, Vice President of Development and Specialized Services, Director of Human Resources, Director of Workforce Development, Director of Real Estate, Director of Investigations, HR Benefits Representative, HR Operations Coordinator, HR Representative, HR Training Coordinator, Director of Contracts Management, Contract Billing Specialist, Controller, Business Manager, Director of Facilities, Facility Managers, Division Directors, Assistant Division Directors, Director of Nursing, Clinical Directors, Assistant Clinical Directors, Director of Quality Assurance MH, Medical Director, Billing Manager, Assistant Billing Manager, Senior Clinical Supervisor, Director of Nutritional Services, Director of Housing, Information Technology Director, Assistant Director of Information Technology, Regional Directors, Regional Managers, Service Directors, Team Leaders, Team Managers, Program Managers, Assistant Program Managers, Employment Supports Manager, Program Directors, Assistant Program Directors, Program Supervisors, Recruiting Coordinator, Clinical Coordinator, Program Coordinator, Residential Coordinators, Office Managers, Executive Assistants (confidential), Third Party Specialists, Staff Accountants (confidential), Payroll Manager, Accounts Payable Specialists, Accounts Receivable Specialists, Representative Payees, managerial employees, confidential employees, guards and supervisors as defined in the Act.

Section 1.2.

- A. Regular full-time employees are those employees who are employed in a classification covered by this Agreement who are scheduled to work at least forty (40) hours per week on a regular and continuous basis.
- B. Regular part-time employees are those employees who are employed in a classification covered by this Agreement who are regularly scheduled to work eight (8) hours or more per week but less than forty (40) hours per week on a regular and continuous basis.
- C. Relief employees are employees who work on an as needed basis.
- D. In the event a relief employee refuses or fails to respond to all requests to work over any four (4) month period, such employee shall be considered to have voluntarily resigned.

Section 1.3.

Exclusions from this Agreement shall include:

- A. Any employees, except relief employees as described above, who are employed for under eight (8) hours per week shall not be part of the bargaining unit.
- B. All temporary employees who are hired for a period of not more than six (6) months. If a temporary employee is hired to perform the work of an employee who is out on an extended leave of absence, then the temporary employee may be hired for up to one (1) year. All employees hired on a temporary basis shall be informed at the time of hire that employment is for such a limited period.
- C. All employees of the Commonwealth of Massachusetts, if covered under another collective bargaining agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes the right of ECHS to operate and manage ECHS. All rights and authority of ECHS are retained by ECHS, except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. No such rights or authority shall be deemed waived or modified unless the waiver or modification is in writing and signed by ECHS and the Union. The exercise of the management rights set forth herein shall not be subject to the grievance and arbitration provisions of this Agreement, except as to the reasonableness of the action taken with respect to mandatory subjects of bargaining and/or unless exercised so as to directly contravene another specific section of this Agreement.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

ARTICLE 3 – PROBATIONARY PERIOD

Section 3.1.

Any newly hired employee shall be a probationary employee for a period of six (6) months. A newly hired relief employee shall be a probationary employee for a period of six (6) months or five hundred twenty (520) hours worked whichever comes later. During their probationary period, a probationary employee may be disciplined or discharged without regard to just cause, and neither the employee nor the Union shall have any recourse to the grievance and arbitration procedure. While on probation, employees are eligible for accrued paid sick leave days. Upon completion of four (4) months of service, the original date of hire of an employee shall be used to compute their benefits.

Section 3.2.

In the event that a newly hired employee is absent from work during said probationary period, the probationary period shall be extended by the number of days that the employee is absent. If the employee's absence is as a result of an extenuating circumstance, the employee will receive up to a three (3) day grace period prior to their probationary period being extended.

Section 3.3.

An employee who severs their employment with ECHS must serve an additional probationary period upon reemployment whether in the same or a different job title.

Section 3.4.

- A. In the event a relief employee who has completed their probationary period becomes a regular employee they shall complete a new ninety (90) day special probationary period. During this special probationary period the employer may transfer the employee back to relief status and neither the employee nor the Union shall have any recourse to the grievance and arbitration procedure however for any other disciplinary action the employee shall not be considered to be on probation and shall have access to the grievance and arbitration procedure.
- B. In the event a relief employee who has not completed their probationary period becomes a regular employee, they shall complete a six (6) month probationary period as described in 3.1 above. Time worked as a relief staff will be credited toward fulfillment of the probationary period according to the following formula:

8 hours worked = 1 day; 5 days = 1 week.

ARTICLE 4 – UNION ACTIVITIES

Section 4.1. New Employees / Program Changes.

- A. ECHS shall provide the following information to the Union on a monthly basis with respect to new hires and terminations: Name, Home Street Address, Home City, Home State, Home Zip Code, Gender, Date of Birth, Last four (4) digits of Social Security Number, Home Phone Number, Cell Phone Number, Work Phone Number, Personal Email, Work Email, Job Title, Hire Date, Work Location Street Address, Work Location City, Work Location State, Work Location Zip Code, Employee ID Number, Rate of Pay, Date of Termination (if applicable).

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

- B. ECHS will advise all new employees in the bargaining unit at the time of their employment that the Union is their collective bargaining representative and provide the name of the steward, and Union staffer assigned to ECHS, to the employee, if known to ECHS.
- C. A representative from the Union will meet with bargaining unit employees during Agency New Staff Orientation. The union will be provided with a roster for each New Staff Orientation of all union member attendees. The roster will be sent to the person designated by the union no later than the Friday prior to each New Staff Orientation week.
- D. ECHS will notify the union representative of any program/site opening, closing or relocation.

Section 4.2. Union Security.

- A. All employees who are members of the Union on the effective date of this Agreement or the date of execution of this Agreement, whichever is later, shall remain members in good standing by the payment of their regular dues as a condition of employment. All employees and future hires covered by this Agreement shall within thirty (30) days of hire or within thirty (30) days of the effective date of this Agreement or the date of execution of this Agreement, whichever is later, as a condition of employment, either (1) acquire and maintain membership in the Union in good standing, or (2) tender to the Union a service fee equal to the periodic dues uniformly required as a condition of membership in the Union.
- B. Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which holds conscientious objections to joining or financially supporting labor organizations shall

Eliot Community Human Services Collective Bargaining Agreement

Effective July 1, 2023 through June 30, 2026

not be required to join or financially support the Union as a condition of employment, provided, however, that such employee shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to such dues to a charity to be jointly agreed upon by the Employer, the Union and the employee involved.

- C. The Union shall indemnify, defend and save ECHS 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 ECHS for the purpose of complying with this Section.

Section 4.3. Voluntary Dues Deduction.

- A. ECHS agrees to deduct dues on a bi-weekly basis for membership in the Union from the earnings of any employee who has voluntarily authorized the making of such deduction by filing written authorization with ECHS. Such deductions shall be in the amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership and shall be made in accordance with the terms of said authorization. Withheld amounts will be forwarded to the Secretary-Treasurer of the Union by the twentieth (20th) day of the calendar month following the actual withholding. ECHS 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 at least equal to the deductions. ECHS shall cease to make 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. Every month, included in with the check will be a list of each bargaining unit Employee whose dues and/or agency fee were deducted. The list shall contain the following information: Name, Social Security Number (Last 4 digits), Employee ID Number, Job classification/title, Gross pay subject to dues, Hourly pay rate, Hours subject to dues worked, pay period end date, Amount of dues deducted, Amount of agency fees deducted, Amount of Political Education Fund (COPE) Fees deducted (if applicable).

This information shall be provided electronically, in a password protected Microsoft Excel spreadsheet. Each data point will be represented in its own column. Each employee will have their information combined for the entire pay period into one row. The file will be named using the "EmployerName-DuesReport-ReportDate.xlsx" naming convention. The information will be sent to dues@seiu509.org

- B. ECHS assumes no obligation, financial or otherwise, arising out of the provisions of this subsection. The Union shall indemnify, defend and save harmless ECHS 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 ECHS for the purpose of complying with this subsection.
- C. The Employer will also provide the Union with the following information regarding all bargaining unit members on a monthly basis: Name, Home Street Address, Home State, Home City, Home Zip Code, Gender, Date of Birth, Last four (4) digits of Social

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Security Number, Home Phone Number, Cell Phone Number, Work Phone Number, Personal Email, Work Email, Job Title, Hire Date, Work Location Address, Work Location City, Work Location State, Work Location Zip Code, Employee ID Number, Rate of Pay, Date of Termination (if applicable).

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

- D. ECHS assumes no obligation, financial or otherwise, arising out of the provisions of this subsection. The Union shall indemnify, defend and save harmless ECHS 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 ECHS for the purpose of complying with this subsection.

Section 4.4.

ECHS agrees to recognize Union stewards and officers duly elected and/or appointed by the Union.

Section 4.5. Union Representative.

A duly authorized representative of the Union may visit ECHS's facilities in order to meet with bargaining unit members to conduct Union business related to ECHS. Requests for such access will be made to management in advance and will not be unreasonably denied.

Such meetings with bargaining unit members will take place during non-working time, unless otherwise provided for in the Agreement or approved by the Executive Director or designee in an emergency and will not interfere with any operations of ECHS.

Section 4.6. Union Steward.

- A. The Union shall provide ECHS with a list of such stewards and officers. The Union shall provide ECHS with any changes to said list. Union stewards shall not be restricted from performing their duties at other work sites as the need arises. A steward's activities shall not interfere with the performance of the steward's work or the operation of ECHS. Requests for time off will be made in advance to the Program Director / Manager and shall not be unreasonably denied. The Union will provide Management with the name of the steward assigned to handle a particular grievance.
- B. Programs at a site with fifteen (15) or more Union members may have two (2) stewards except that only one (1) may be released with pay to attend a given Union meeting or contract negotiations. Each will be allowed to attend Basic Union training with pay. If a program at a site has thirty (30) or more Union members, that program may have

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

both stewards released with pay to attend a given Union meeting or contract negotiations.

- C. A union steward shall be permitted to use a reasonable amount of work time with pay to process a grievance and/or briefly transmit necessary information regarding Union business. ECHS will not pay for the time lost in connection with the arbitration of grievances.

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.

- D. If ECHS has reason to believe that a union steward is abusing the amount of reasonable time needed to perform their steward functions, then disciplinary action may be taken against that steward.

Section 4.7. Union Activities on ECHS Premises.

There shall be no Union meetings on ECHS premises at any time except upon prior approval of the Executive Director or designee in the exercise of their discretion, or as specifically authorized by this Agreement.

Section 4.8. Lobby Days.

Stewards and up to five (5) staff per Eliot division and up to fifteen (15) staff for the MH division can attend one (1) SEIU state house lobby day on a paid basis during each fiscal year of the current contract. Eliot Divisions:

- 1) Ambulatory
- 2) Mental Health
- 3) Developmental and Specialized Services
- 4) Homeless Services
- 5) Juvenile Justice
- 6) Prevention
- 7) Social Services
- 8) Wraparound

In addition, up to two (2) Union members can attend public hearings on a paid basis for the purpose of testifying. Requests for such time off need to be made at least one (1) week in advance and be approved by the employee's supervisor.

Section 4.9. Bulletin Boards.

ECHS will provide the Union with the right half space of each already existing program bulletin board, or a separate bulletin board if space allows, for the purpose of posting Union materials. These spaces will be labeled Union Bulletins. Union stewards will monitor and sign off on any material that is posted. No material shall be posted that is inflammatory, profane, or defamatory.

ARTICLE 4A – COPE DEDUCTION

- A. 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 Eliot and shall bear the signature of the employee. An employee may withdraw her/his political education fund fee authorization by giving written notification to Eliot's payroll department who will forward a copy of the cancellation letter to the Union.
- B. Eliot 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 5 – NON-DISCRIMINATION

Section 5.1.

The parties are mindful of their obligations under federal and state laws pertaining to discrimination and affirmative action in employment. ECHS and the Union agree that neither will discriminate against any employee with respect to matters relating to employment because of such employee's race, religion, national origin, sex, age, disability, or activity with respect to the Union in violation of such federal or state laws, nor will either so discriminate against any employee with respect to sexual orientation, gender identity, marital status or political belief or affiliation.

Section 5.2.

ECHS and the Union agree to cooperate in aggressively implementing affirmative action goals and timetables for hiring personnel so as to more accurately reflect the national and racial composition of the clients served by ECHS.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

ARTICLE 6 – HOURS OF WORK / STAFFING PATTERNS

Section 6.1. Work Schedule.

- A. The normal work week will begin on Sunday at 12:01 AM. and end Saturday at midnight.
- B. ECHS shall assign a work schedule to each employee at the time of their hire. Such schedule may require rotation or varying workdays or work hours. ECHS may from time to time establish a different permanent work schedule for an employee when ECHS in its reasonable judgment determines that its operating needs so require. Before instituting any such changes in work schedules, Eliot shall give notice to the relevant employee(s) and the Union. ECHS will give due consideration to the convenience of the employee (s) involved by discussing the anticipated change with the employee(s). ECHS will give twenty-one (21) calendar days' notice to the employee(s) affected and to the union representative for any permanent change in schedule, except in emergency situations. In the event there is more than one (1) person whose schedule change can address ECHS' operating needs the change shall be made first by volunteers among that group and if none by inverse seniority.
- C. ECHS may release an employee from work prior to their usual quitting time for the day with pay in the event of snow emergencies or other circumstances deemed advisable by ECHS, (i.e., early release due to a holiday).
- D. It is recognized that full-time employees, who are normally scheduled to work at least forty (40) hours per week will receive one-half (1/2) hour paid time for lunch each workday. Part-time employees who work a shift of six (6) hours or more will be entitled to receive one-half (1/2) hour paid time for lunch for work that day.
- E. The Union and ECHS acknowledge that due to the nature of exempt employees' job responsibilities, it is not possible to prescribe precise daily hours of work and that it sometimes will be necessary to work in excess of the normal workweek. Before working such excess hours, the employee must obtain supervisory approval. When an exempt employee works both more than a half-hour (1/2) in a day and two (2) or more hours in a week (hereafter "earned compensatory time"), the employee may discuss this with their supervisor or designee. The supervisor or designee will make a reasonable effort to adjust the employee's schedule within the two (2) week pay period to provide the compensatory time off. Supervisors may allow adjustments in hours beyond the two (2) week pay period where a situation requires flexibility. The employee is responsible for noting, and the supervisor is responsible for reviewing, any earned compensatory time for which time off has been requested, and for listing compensatory time off when taken, in the comment section on the time sheet.

If an employee consistently works over their scheduled hours and is therefore unable to take off the earned compensatory time, for more than two (2) months, and the supervisor is unable to identify how changes can be made in the employee's schedule to accommodate compensatory time off, then the employee may request to be paid

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

for those hours. Once approved, the employer will reimburse the employee at his or her regular rate of pay for such hours.

- F. Employees may be assigned or approved to work remotely, for varying lengths of time. Such an assignment is discretionary and dependent upon the needs of the client, effectiveness, operational demands of the program, policies, and regulatory requirements.

The parties agree that a committee of union members and management will meet periodically, at the request of either party, to review the experience with remote work.

- G. ECHS may require, as a condition of employment, that clinical employees work a reasonable number of prime-time hours.
- H. Employees who are not exempt from the overtime provisions of the FLSA, shall be paid at the rate of one and one-half times (1.5x) their regular hourly rate for all hours worked in excess of forty (40) hours in a week, when such work is approved by the supervisor, as soon as possible, when such need arises. When mutually agreeable to the employee and the immediate supervisor, each in their sole discretion, the employee may instead be compensated for such overtime by taking, within the same payroll period in which the overtime was worked, compensatory time at the rate of one and one-half (1.5) hour's compensatory time for each hour of such overtime.
- I. An employee who, by request or permission of the employer, reports to work on any date at any time set by the employer, regardless of whether actual work is assigned, shall be paid for at least three (3) hours on such day at the employee's base pay rate. Prior to or at the conclusion of any paid meetings, any staff not scheduled for a regular shift will not be required to perform additional duties.

Section 6.2. Overtime / Forced Extra Shifts / Call-in's:

- A. If a shift vacancy occurs, voluntary coverage shall be sought in the following order by seniority:
- on-site voluntary PT staff,
 - other voluntary PT staff,
 - single pool of qualified full-time staff and Eliot relief staff by seniority on a rotating basis.
 - then outside agency, if applicable.

A voluntary overtime list shall be maintained in each program listing all staff (regular staff and relief) eligible to work in the program who are interested in voluntarily working extra shifts or overtime. Employees may update their information for the list at any time by notifying their program manager in writing.

- B. Mandatory / Forced stays will be done by on-site staff by seniority on a rotating basis. The Employer shall make reasonable efforts to avoid forced overtime, including calling as many people as reasonably possible from the voluntary overtime list.

Employees who are voluntarily working an extra shift (extra straight time or overtime) shall be the last choice to be forced onto the next shift except that Relief staff shall be the last choice to be forced onto the next shift when there is a regular staff person working.

The Union and the Employer agree to review the use of forced overtime on a quarterly basis. In the event that there is significant usage of forced overtime (examples include: frequent occurrences of individual staff being forced more than once (1x) a week, a substantial increase in the amount of forced overtime in consecutive weeks) in a particular program then the Employer and the Union shall take steps to address the situation. Such steps may include one (1) or more of the options listed in Appendix D.

The situation shall be reviewed one (1) month after implementing any of the options listed in Appendix D to determine whether to continue such implementation.

- C. Anyone forced to stay an extra shift in excess of one (1) hour, regardless of when it falls during the workweek, will be paid time and a half for all time worked, including the first hour, or if at the end of the workweek the employee has worked in excess of forty (40) hours, then the employee will be paid double time for all forced hours over forty (40) hours, again regardless of when the forced time occurs during the week.
- D. When call-ins occur, on-call manager will make calls.
- E. If forced stay would endanger the health or safety of a third (3rd) party as by reasonable judgment, Eliot will provide immediate coverage so the employee may leave immediately. Chronic failure to be available for forced shift coverage may be grounds for progressive disciplinary action up to and including termination.

Section 6.3. Staffing Patterns.

Staffing Patterns will be posted in each residential program site and will be sent to the union, with updates on at least a quarterly basis.

When management deems it necessary to make changes in staffing patterns, the following procedure will be followed. The union will be notified, and bargaining will begin within five (5) days. The union will have ten (10) days to bargain with management over the proposed change. After these ten (10) days management can implement the staffing pattern change, and the union has the right to picket at the corporate office as an exception to Article 24.

In an emergency situation, the change may be made immediately, with the above procedure to be followed after the fact.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

ARTICLE 7 – SENIORITY

Section 7.1. Seniority.

Seniority means length of continuous employment with ECHS from the most recent starting date of employment, except as provided in Section 7.2 below. Each employee who has successfully completed their probationary period shall be credited with seniority measured by hours paid for work from their last date of hire. Employees shall not accrue seniority during periods of layoff or leave of absence.

Section 7.2. Loss of Seniority and Employment Rights.

An employee will lose all seniority and employment rights by and/or upon:

- A. Resignation or other form of voluntary quit.
- B. Discharge or termination.
- C. Failure to report for work at the expiration of an approved leave of absence without notifying their supervisor and providing a satisfactory explanation.
- D. Employment elsewhere during an authorized absence from work or during an approved leave of absence without prior approval from the Executive Director or designee.
- E. Failure to notify ECHS that they accept a recall within ten (10) calendar days of the date of mailing by registered or certified mail of a recall notice; or failure to report for work while on layoff status within two (2) weeks in the case of a support employee or within four (4) weeks in the case of a professional employee of the date the employee notifies ECHS that they accept the recall.
- F. Absence from work for any reason, including layoff, for a continuous period equal to their seniority, but not to exceed one (1) year unless on an extended leave of absence within the timeframes indicated in Article 13.5, provided that an employee who was absent due to an on-the-job injury will have their seniority reinstated if they return to work.

Employees on an unpaid leave of absence and without disability, workers compensation or Eliot pay will not accumulate seniority during such a leave nor shall employees on any leave of absence be entitled to paid benefits other than as described in Article 13.1.D.

Section 7.3. Reemployment in Good Standing.

If an employee resigns in good standing after working at least twelve (12) months and is re-employed within one (1) year, they will regain their prior seniority after working six (6) additional months, provided that seniority shall not accrue during the period of absence.

Eliot Community Human Services Collective Bargaining Agreement

Effective July 1, 2023 through June 30, 2026

In order to remain in good standing, an employee must give at least a two (2) week written notice of resignation and have received no discipline within the six (6) month period prior to the resignation date.

Section 7.4. New Program Seniority. (pertains to Eliot takeover of existing single program with existing staff hired).

- A. Employee will be placed into their new position at the entry level pay rate unless their current salary is higher in which case they will maintain their pay rate.
- B. No waiting period for health and dental insurance.
- C. Former employer seniority date to be used for internal seniority issues (Lay-off, bumping rights, and time off).
- D. Eliot date of hire to be used for all other purposes such as: benefit eligibility, external bumping rights, anniversary increases and leaves of absence.

Section 7.5. New Program Seniority. (pertains to Eliot Mergers or multiple program takeovers with existing staff hired).

- A. Before setting the terms and conditions of newly acquired employees in these transactions, Eliot will first negotiate with the Union on a case- by- case basis. Eliot will give reasonable notice to the Union before completing a takeover of a new program.

Section 7.6. Seniority Comparisons.

- A. When comparing two (2) or more full-time employees' seniority, length of service will be used.
- B. The parties agree to meet during the life of this agreement to negotiate methods for comparing different types of employees' seniority. Options include using the length of service and using the number of hours paid for work.
- C. When identifying seniority for the purposes of Article 6.2, a relief staff's date of hire shall be used.
- D. In the event that two (2) or more employees have the same seniority date, and a tiebreaker is needed, hours paid for work shall be used to determine relative seniority.

Section 7.7. Relief Seniority.

In the event a relief employee becomes a regular employee:

- A. Time spent working relief shall not count toward pay rate, toward calculating eligibility for benefits or toward seniority for the purpose of calculating benefit accruals.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

- B. The employee shall be placed at the entry level pay rate in their new classification unless their pay rate is higher, in which the employee will be paid the pay rate they had been receiving as relief.

Section 7.8.

When Relief employees are scheduled to work regular shifts (substantially the same days and hours at the same worksite) for a minimum of sixteen (16) hours per week, over a three (3) month period, these shifts may be converted to permanent positions provided that the relief staff is not filling in for another staff that is on an approved leave of absence.

Upon notification from the Union, Eliot will investigate the particular circumstances of the situation and determine if the hours need to be posted as a regular position.

Section 7.9. Fee-For-Service Seniority.

In the event a fee-for-service employee becomes a regular employee:

- A. Time spent working fee-for-service shall count toward calculating eligibility for benefits, and for seniority for all purposes described in the collective bargaining agreement.

1. When calculating seniority for vacation accrual, for each year or fraction of a year worked, starting from employee's initial date of hire, Fee-for-service time shall be calculated by averaging the number of hours paid per week during that year and then applying the following formula:
 - 8-11 hours paid per week – 25% of 1 year.
 - 12-15 hours paid per week – 50% of 1 year.
 - 16-19 hours paid per week – 75% of 1 year.
 - 20 or more hours paid per week – 1 year.
2. When calculating seniority for the purposes of layoffs, transfers, promotions and other non-benefit related purposes, the employees original date of hire will be used.
3. When calculating seniority towards the waiting period for benefits, every eight (8) hours paid equals one day towards the waiting period.

- B. The employee shall be placed at the entry level rate of the new position.

ARTICLE 8 – JOB OPENINGS

Section 8.1. Postings.

Whenever a permanent vacancy in a bargaining unit position occurs which ECHS has determined will be filled, a notice of such vacancy, including shift schedule information, will be posted on the Eliot web site for a period of ten (10) business days and an electronic copy of the posting will be sent to the Union Representative or designee. An employee interested in applying for such a position must apply online within the time limits of the posting period. This provision shall in no way limit ECHS's right to seek applicants from any outside source.

The Agency will post all management positions on the Eliot web site for a period of (10) ten business days. Qualified internal candidates will be interviewed by the Agency. *Collective bargaining unit employees who are interviewed for management positions* will be notified within fourteen (14) workdays of the interview as to their status.

Section 8.2. Selection.

In filling a permanent vacancy in a bargaining unit position, ECHS will make its decision on the basis of qualifications such as education, training, experience, and other relevant qualifications. Bargaining unit employees will be given preference over outside applicants who are equally or less qualified. When it is determined by the hiring manager that two (2) or more employees' qualifications are equal, ECHS will give preference to the employee with the greatest seniority.

Section 8.3. Transfers.

Any employee wishing to transfer to another location must apply online and notify their program manager of their intent to apply for a transfer.

An employee may only transfer into a position of equal or lesser qualification. An employee who voluntarily transfers into an equal position will maintain his or her current pay rate in the new position. An employee who transfers into a lesser position will be paid at the appropriate rate for that position.

Transfers shall be granted by seniority, provided the employee has completed their probationary period and meets the qualifications and requirements for the position.

In the event that an employee has disciplinary action pending or has received an unsatisfactory performance evaluation within the past six (6) months prior to the request, a transfer may be denied.

ARTICLE 9 – REDUCTION IN FORCE

Section 9.1. Layoffs.

A. ECHS shall have the right to reduce its workforce through the layoff process. In the event ECHS decides it is necessary to reduce its work force, it will notify the Union.

B. Selection of Affected Positions.

ECHS shall notify the Union of any intent to lay off workers including job titles in specific programs within two (2) weeks of the proposed layoff unless there is an emergency situation, in which the Union will be notified as soon as possible.

C. Voluntary Layoff.

Upon notification of layoff, any employee within the affected program willing to accept a voluntary layoff shall apply in writing to the Vice President of Human Resources with a copy to the Union within two (2) workdays of the notification. This action by the employee should not limit their ability to receive unemployment compensation.

D. Selection of Affected Employee.

1. ECHS will make every effort to give the affected employee as much notice as possible, and in no event less than two (2) weeks' notice, except that such notice shall not be required when the layoff is caused by reasons unforeseen by ECHS or by an emergency such as an Act of God, explosion, fire, flood, or water damage, or by some other reason beyond the reasonable control of ECHS. As soon as practical after the layoff, or within two (2) weeks of separation, ECHS will provide the affected employee with a letter of recommendation which shall include a statement regarding the reason for layoff.
2. Within each independent program site, layoffs are made according to seniority, with consideration given to job function. The least senior employee at the affected program in the identified job classification will be laid off first (1st) with the following exceptions:
 - a. If a particular employee is required for licensure, certification or contract obligation, the next least senior employee will be laid off.
 - b. If the employee to be laid off is performing a unique and/or necessary job function not readily replaced by the remaining staff, then the next least senior employee will be laid off (examples include psychiatrists required for medical and emergency coverage).

- c. If the least senior employee is a minority and such a layoff would reduce minority staff below the parity levels established for the Area by the Massachusetts State Data Center.
3. If a laid off employee is senior to a non-laid off employee with the same job classification or a lower job classification, then they shall have the option to exercise bumping rights into that job classification, if the senior employee has the appropriate training and job experience, required by the job description equal to or greater than the employee being bumped.
4. Laid off employees shall have the right to bump across programs within their respective division pursuant to the conditions in section 9.D.3. above provided that no more than twenty-five percent (25%) of the staff in any given program can be bumped at any one time.
5. Laid off employees, on a case-by-case basis, that have the required training, Eliot experience in that division and qualifications to work in programs in other divisions may, pursuant to the conditions in section 9.D.3. above and pursuant to the twenty-five percent (25%) restriction above, bump outside of their divisions.
6. Bumping Process.

The affected employee will have a period of ten (10) calendar days after the layoff becomes effective to notify management of their intention to exercise bumping rights and into what position they wish to bump.

E. Benefits of Laid Off Employees.

1. Upon layoff, an employee will be paid for all unused accrued vacation time.
2. The employee may opt to continue on their health plans for up to eighteen (18) months, if they pay the full cost of the insurance premium(s) with no administrative fee to be charged.

F. Miscellaneous.

For purposes of layoff, Social Workers, M.Ed's, and Psychologists in out-patient shall be considered as one job category except in the following circumstances:

1. In a program where assigned job duties between the two (2) classifications are sufficiently distinct as to warrant differentiation; or
2. In order for a program to remain in compliance with, and reimbursable under, a contract or regulations.

Section 9.2. Recall.

- A. ECHS shall maintain a recall roster. Any employee who is laid off is eligible for recall for a continuous period up to one (1) year. Whenever a vacancy occurs in a bargaining unit position, employees in that position who are on layoff will be recalled in reverse order in which they were laid off.
- B. Notice of recall shall be in the form of a registered letter to the last address of the laid-off employee; copies of this letter shall be sent to the Union. Employees will have ten (10) calendar days to respond to the recall notice.
- C. An employee who is offered recall to a position in the same classification as the classification from which he/she was laid off and who refuses such offer shall be removed from the recall list and his/her recall rights shall be terminated at that time.
- D. The employee assumes the obligation to inform ECHS of his/her proper address, including any temporary address where he/she can be reached if the employee will be traveling or otherwise away from his/her current mailing address.
- E. Upon an employee's return from recall the following conditions apply;
 - 1. Employee will receive credit for prior seniority.
 - 2. Employee will receive the pay rate they were being paid at the time they were laid off.
 - 3. Employees who were enrolled in medical, dental, STD, LTD and life insurances at the time of their lay off are eligible to re-enroll in those insurances effective the first (1st) of the month following their return to work provided that they meet the eligibility requirements.
 - 4. Employees will begin to accrue vacation and sick leave upon their return to work according to their previous seniority.

ARTICLE 10 – HOLIDAYS

Section 10.1. Holidays Observed.

The following holidays are observed by ECHS:

- | | |
|------------------------|------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| President's Day | Indigenous Peoples Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth | Christmas Day |

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

- A. All holidays will be observed at ECHS on the same day they are observed nationally. Holidays that fall on a Saturday, will be observed on the preceding Friday, and when they fall on Sunday, they will be observed on the following Monday.

Residential employees, including Respite, CCS and ACCS, will observe holidays on the actual holiday day. Employees in job classifications that are normally scheduled Monday through Friday in these programs will observe holidays as outlined in the paragraph above.

- B. For each of the days observed as a paid holiday under this Agreement, an employee will receive holiday pay, provided they are not on unpaid leave the day before or after that holiday.
- C. Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence, layoff, terminal vacation, or during a period when the employee is not scheduled to work.
- D. Holiday pay will not be granted if an employee is on an unexcused absence the day prior to or after the holiday.
- E. Any Non-residential employee who is normally scheduled to work on a day which is observed by the Agency as a Holiday, during which time the program is closed, that Employee will receive their regular pay for that day as Holiday pay.

Section 10.2.

- A. When a holiday occurs on a regularly scheduled Business of an employee, they if not required to work that day, shall receive their regular day's pay for such holiday.
- B. When a holiday occurs on a regularly scheduled workday of an employee, they if required to work that day, shall receive double time (2x) for all hours worked on that holiday, in lieu of receiving that holiday as time off.

Non-residential employees, including PACT, and ACCS will observe holidays on the actual holiday day. If an employee is required to work on the actual holiday day, then the employee will receive double pay (2x) for that holiday, in lieu of receiving that holiday as time off. Employees in job classifications that are normally scheduled Monday through Friday in these programs will observe holidays as outlined in the first paragraph of Article 10.1.A.

- C. When a holiday occurs on a day that is not an employee's regular workday, they do not receive payment for the holiday.

Section 10.3.

Regular part-time employees shall receive pro-rated holiday pay on the basis of the percentage their part-time schedule bears to full-time employment in accordance with Article 10.2 above.

Section 10.4.

Religious holidays and election days may be taken off by an employee with the approval of the supervisor, and if granted, may be taken off without pay, or charged against accrued vacation leave.

Upon request, Employees shall be allowed up to two (2) hours with no loss of pay to vote on the Presidential Election Day. This time will be at a time requested in advance by the employee and approved by the employee's supervisor.

Section 10.5.

If a holiday falls during the employee's vacation, the employee will not lose a vacation day.

Section 10.6.

Managers will make every reasonable effort to accommodate staff not normally scheduled to work holidays, but who wish to work on holidays.

Section 10.7.

The Executive Director, or designee shall determine, within their sole discretion, the holidays staffing needs of each program. Employees who work on a holiday will be paid double time (2x) for all hours worked on that holiday in lieu of receiving that holiday as time off. ECHS will make reasonable efforts to equitably rotate employees who are required to work on a holiday. Employees' seniority will be a factor in establishing the rotation and granting work preferences.

ARTICLE 11 – VACATION

Section 11.1.

Vacation leave with pay for full-time employees, upon successful completion of four (4) months of service, shall be based on the following:

First Year: 4.6154 hours for each two (2)-week pay period on payroll but not to exceed one hundred twenty (120) hours (fifteen (15) days).

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Second Year: 6.1538 hours for each two (2)-week pay period on payroll but not to exceed one hundred sixty (160) hours (twenty (20) days).

Fifth Year: 7.6923 hours for each two (2)-week pay period on payroll but not to exceed two hundred (200) hours (twenty-five (25) days).

Section 11.2.

If an employee uses one to ten (1-10) hours of unpaid time off during the two (2) -week pay period, then she/he will lose twenty-five percent (25%) of her/his two (2) -week accrual for vacation time.

If an employee uses eleven to twenty (11-20) hours of unpaid time off during the two (2) -week pay period, then she / he will lose fifty percent (50%) of her/his two (2) -week accrual for vacation time.

If an employee uses twenty-one to thirty (21-30) hours of unpaid time off during the pay period, then she/he will lose seventy-five percent (75%) of her/his two (2) -week accrual for vacation time.

If an employee uses thirty-one (31) or more hours of unpaid time off during the two (2) -week pay period, then she/he will lose one hundred percent (100%) of her/his two (2) -week accrual for vacation time.

There shall be no loss of bi-weekly accruals due to attendance at union meetings.

Section 11.3.

Regular part-time employees who work a minimum of twenty (20) hours per week shall be entitled to accrue vacation time on a prorated basis subject to the conditions contained in this Article, including the forfeiture provisions herein. Upon the ratification of this Agreement, any part-time employee, working less than twenty (20) hours per week, who is currently earning vacation time will continue to do so at their current rate of accrual.

Section 11.4.

All vacation requests need to be submitted through the Human Resources Information System (HRIS) Portal. Requests given with thirty (30) or more days' notice will be granted by seniority. In the event that an employee requests one (1) week or more with one hundred twenty (120) or more days' notice and granting such time might affect other more senior staff, the employer will post the request to determine if anyone else plans to request that time off. If the employer receives no requests for the same time period from more senior employees within fourteen (14) calendar days, the employer may grant the vacation request. Vacation requests submitted with less than thirty (30) days' notice will

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

be granted on a first come first serve basis. Programs may work out alternative scheduling procedures with the approval of the Employer and the Union. Such procedures may include mutually agreed upon exceptions to the first four (4) sentences of this section. Approval will be granted in advance by the program manager and will be based upon the operational and staffing needs of the program. The program manager shall make every effort to grant vacation requests. Vacation requests shall not be unreasonably denied. Employees shall receive a response through the HRIS portal that provides the reason for any such denial.

In addition, vacation requests for two (2) or more weeks must be submitted through the Human Resources Information System (HRIS) Portal at least six (6) weeks in advance.

All vacation requests will be responded to within two (2) weeks of submission. The above time limits may be waived by mutual written agreement.

When the requests of two (2) or more employees in a program are in conflict and the supervisor does not resolve based on staffing needs, preference in granting requests shall be equitably rotated, with such rotation beginning with the employee with greatest seniority.

Section 11.5.

Employees are not required to find their own coverage, nor to make up vacation time taken, nor to work during their vacations.

Section 11.6.

Vacation will not be earned during a leave of absence, layoff or any other unpaid absence.

Section 11.7.

The vacation year shall run from year to year based upon the seniority date of an employee.

Section 11.8.

Employees shall be paid for unused accrued vacation time upon death, resignation, termination, or retirement from ECHS.

Section 11.9.

Regular full-time employees shall be entitled to accrue up to a maximum of one (1) year's vacation, prorated for less than full-time. Vacation days accrued above the maximum

accrual shall be forfeited without prior written authorization from the employee's immediate supervisor to extend the forfeiture period.

Section 11.10.

Employees shall have access to the amount of earned vacation time they have available on the Human Resources Information System (HRIS) portal.

Section 11.11.

The employee's vacation pay shall be computed on the basis of their regular salary at the time they begin their vacation.

Section 11.12.

Employees may utilize up to three (3) personal days per fiscal year either by a) converting up to three (3) vacation days per fiscal year into personal days and/or b) purchasing up to three (3) personal days from their sick leave balances (six (6) sick days equals three (3) personal days) in lieu of buy back as per Article 12 Section 5. In no event may an Employee utilize more than three (3) personal days per fiscal year.

Notification to use these days is the same as the notification process to use sick leave. Personal days cannot be used on days observed as holidays by Eliot, on severe weather situations or on days that had already been previously denied as vacation requests as outlined in Article 11.4.

Personal days purchased through sick leave buy back will not be forfeited at the end of the fiscal year if they are not utilized. These carry over personal days will count toward the maximum allowed (three (3) total) in any future fiscal year.

Article 12 – Sick Leave

Section 12.1. Accumulation of Sick Leave

- A. All full-time employees shall earn 3.6923 hours of sick leave for each completed two (2)-week pay period of employment to a maximum of ninety-six (96) hours per year. Any unused sick leave in one (1) year may be carried over to the next year to a maximum of four hundred seventy-five (475) hours.
- B. Regular part-time employees who work a minimum of twenty (20) hours per week shall earn sick leave on a prorated basis.
- C. Variable hour employees (Relief and FFS) accrue sick time at the rate of one (1) hour for every thirty (30) hours worked to a maximum of forty (40) hours per year.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Employees may carry over up to forty (40) hours of sick leave into the following year; however, no more than forty (40) hours of sick leave can be used in any year, and the maximum accrued balance at any given time is forty (40) hours. Eliot calculates the “year” based upon the employee’s anniversary date of hire.

D. Eliot shall comply with the Massachusetts Earned Sick Time Law and its accompanying regulations as may be amended from time to time.

E. Employees on layoff, leave of absence or any unpaid leave shall not accrue sick leave.

Section 12.2.

If an employee uses one to ten (1-10) hours of unpaid time off during the two (2)-week pay period, then she/he will lose twenty-five percent (25%) of her/his two (2) -week accrual for sick time.

If an employee uses eleven to twenty (11-20) hours of unpaid time off during the two (2) -week pay period, then she/he will lose fifty percent (50%) of her/his two (2) -week accrual for sick time.

If an employee uses twenty-one to thirty (21-30) hours of unpaid time off during the two-week pay period, then she/he will lose seventy-five percent (75%) of her/his two (2) -week accrual for sick time.

If an employee uses thirty-one (31) or more hours of unpaid time off during the two (2) -week pay period, then she/he will lose one hundred percent (100%) of her/his two (2) -week accrual for sick time.

There shall be no loss of bi-weekly accruals due to attendance at union meetings.

Employees shall have access to the amount of earned sick time they have available on the Human Resources Information System (HRIS) portal.

Section 12.3. Use.

Subject to this Article, an employee shall be entitled to paid sick leave for time lost from their normally scheduled work only for the following reasons:

A. 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.

B. Up to a maximum of five (5) days per calendar year to care for the employee’s child, stepchild, spouse, significant other, parent, stepparent, in-law, sibling, grandparent or a person regularly living in the employee’s household who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

medical diagnosis or care or preventative medical care. A request of more than five (5) days may be granted with submission of satisfactory medical evidence.

- C. To attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of a spouse.
- D. To address the psychological, physical, or legal effects of domestic violence.
- E. Travel to and from an appointment, pharmacy, or other location related to the purpose for which the time was taken.
- F. Childbirth or adoption leave.
- G. When, through exposure to contagious disease, the presence of the employee at their work location would jeopardize the health of others. If an employee does not have sick leave accrued and ECHS is requiring them to utilize sick leave, ECHS will pay the employee for such leave.

Section 12.4. Notification.

- A. An employee who works in one (1) of the Agency's Day programs, who desires to utilize sick leave must notify their immediate supervisor as soon as possible prior to the time that they are scheduled to work.
- B. An employee who works in one (1) of the Agency's Residential (twenty-four (24) hour a day) programs, who desires to utilize sick leave must notify their immediate supervisor four (4) hours prior to their scheduled reporting time. (Unless C. applies)
- C. An employee who works in one (1) of the Agency's Residential (twenty-four (24) hour a day) programs who desires to utilize sick leave must notify their immediate supervisor two (2) hours prior to their scheduled reporting time if that employee's scheduled shift begins between the hours of 5:30 AM and 10:00 AM.
- D. In emergency cases where the above time frames cannot be met, the immediate supervisor must be notified as soon as possible.
- E. Failure to comply with this section may result in disciplinary action.

Section 12.5. Buy Back.

Each July 1 employees may buy back up to two (2) weeks of unused accrued sick leave at a rate of fifty percent (50%) of the dollar value provided that after the buy back, the employee still has a minimum of forty (40) hours sick leave accrued on the books. This buy back is pro-rated for less than full time employees. Requests for buy back are required to be submitted to the Finance department no later than the last day of the fiscal year (June 30th). Sick leave buy backs will be paid by the second (2nd) pay day in July.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Upon separation after twenty (20) years of service, employees shall be paid for twenty percent (20%) of the value of their unused accrued sick leave, provided that the employee is not involuntarily terminated from their employment with Eliot.

Section 12.6. Verification.

- A. Eliot credits the first forty (40) hours of sick leave used towards the Massachusetts Earned Time Law. Eliot shall comply with the verification requirements of the Law for the first forty (40) hours of sick leave taken.
- B. For sick leave that is utilized beyond forty (40) hours, when a supervisor of an employee has reason to believe that sick leave is being abused, the supervisor may require the submission of satisfactory medical evidence. Failure to provide such evidence within ten (10) days of its request will result in denial of sick leave and/or disciplinary action. ECHS shall not act unreasonably in exercising its discretion under this paragraph.

Section 12.7. Fitness for Duty.

If ECHS has reason to believe that an employee is not fit for work due to illness or injury, then ECHS may require medical evidence satisfactory to ECHS in order to assure ECHS that an employee is fit to resume or continue their duties without jeopardizing the health or safety of the employee, consumers or other staff. ECHS shall not act unreasonably in exercising its discretion under this paragraph.

ARTICLE 13 – LEAVES

Section 13.1. Leaves of Absence Without Pay / Non-Medical.

- A. A limited number of full-time and/or part-time employees, with one (1) year of seniority may be entitled to a leave of absence without pay for a non-medically related reason.

The purpose of a leave is to provide time off from work with the Executive Director's approval except where legally mandated. Each approved leave will specify the date which the employee must return to work. Failure to return on or before that date will result in termination unless the person requests, and ECHS approves, an extension in writing. The Executive Director or designee will consider such leaves in a reasonable manner and in light of the operational and staffing needs of the employer.

- B. Application Procedure.

A Leave Request Form must be submitted to the employee's Program Manager at least thirty (30) days in advance. In cases of emergency, where the thirty (30) day advance notice cannot be given, Human Resources may accept a shorter notice. The

Program Manager will review the request for leave with their Supervisor and submit it with a recommendation to Human Resources for action.

C. Benefits Coverage.

Medical, dental, life, and disability insurance, and other paid benefits will continue, but the full cost of medical and dental coverage through COBRA will be charged to the employee. Payments are due on the first (1st) of each month unless other arrangements are made at the time that the leave is granted. An employee's failure to make such payment will result in the immediate termination of coverage.

D. Use of Accruals.

Employees on any unpaid leave of absence must use accumulated vacation time. For any leave that is paid through vacation, the employee may continue to pay medical and dental premiums, through payroll deduction, at the employee rate in effect at the time. Once accrued vacation time is exhausted the employee is responsible for the full cost of their medical and dental insurances as described above in section C. for the remainder of the COBRA period.

E. Seniority / Benefits.

Employees while on an unpaid leave of absence and without disability, workers compensation or Eliot pay will not accumulate seniority during such a leave.

Employees on any unpaid leave of absence are not entitled to paid benefits other than as described in Article 13.1.C (unless they are receiving pay from Eliot).

Section 13.2. Massachusetts Paid Family and Medical Leave (PFML).

A. The Massachusetts Paid Family and Medical Leave (PFML) law provides most Massachusetts employees the right to paid family and medical leave. Eliot agrees to comply with the PFML law and its accompanying regulations as the law may be amended from time to time.

PFML eligibility determinations are made solely by the Department of Paid Family and Medical Leave.

Section 13.3. Family and Medical Leave (FMLA).

A. Pursuant to the Family Medical Leave Act of 1993 (FMLA), employees who meet the required federal guidance are eligible for up to twelve (12) weeks of unpaid job protected leave. Eliot agrees to comply with the FMLA law and its accompanying regulations as the law may be amended from time to time.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Any additional guidance including but not limited to; notice and documentation requirements, accruals while on leave, benefits coverage, and payments while on leave, reinstatement and Union Seniority will be outlined in Eliot's Policy Manual and updated as regulations are changed.

- B. FMLA will operate concurrently (at the same time) with other Leaves of absences currently available to Eliot Employees, including but not limited to; MA Paid Family and Medical Leave Act (PFML), Short Term Disability, and Massachusetts Parental Leave. The eligibility of an employee for all of the other above-mentioned leaves (not including FMLA) will continue to be determined by guidelines set in Eliot's HR Policy Manual.
- C. Pursuant to the Family Medical Leave Act of 1993 (FMLA), employees who meet the required federal guidance are eligible for up to twelve (12) weeks of unpaid job protected leave. Eliot agrees to comply with the FMLA law and its accompanying regulations as the law may be amended from time to time.

Any additional guidance including but not limited to; notice and documentation requirements, accruals while on leave, benefits coverage, and payments while on leave, reinstatement and Union Seniority will be outlined in Eliot's Policy Manual and updated as regulations are changed.

D. Benefits Coverage.

Employees who are enrolled in agency sponsored insurance benefits (medical, dental, LTD, life insurance) at the time of the leave shall be eligible to continue those benefits.

E. Additional Leave Time for Employee's Own Serious Health Condition.

1. If an employee has four (4) years seniority, s/he will be granted a maximum twenty-six (26) week job-protected leave. The employee may remain on a leave for up to a year from the first day of disability, however, only twenty-six (26) weeks will be job-protected.
 2. If an employee has ten (10) years seniority, s/he will be granted a maximum twenty-six (26) week job-protected leave. The employee may remain on a leave for up to sixteen (16) months from the first day of disability, however only the first twenty-six (26) weeks will be job-protected.
- F. The Executive Director or designee reserves the right to require that the employee provide a physician's verification of illness or disability throughout the term of the leave of absence.
 - G. COBRA Coverage. Employees who are unable to return to work at the expiration of their FMLA leave and are enrolled in the agency's medical and dental insurance may continue their coverage through COBRA. Eligible staff with additional leave time due

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

to their own serious health condition may continue to receive medical and dental insurance by paying the employee portion of the premium in effect at the time for the first three (3) months of COBRA. After the first three months of COBRA, employees are responsible for the full cost of the insurance for up to an additional fifteen (15) months. Payments are due on the first (1st) of each month. Failure to make such payment will result in the immediate termination of coverage.

Section 13.4. Medical Leaves (Non-PFML / FMLA)

A. An employee who has not worked the required time to fulfill the eligibility requirements for a family and medical (PFML / FMLA) leave and has certification from a health care provider stating they is unable to work due to their own serious health condition is eligible for medical leave as follows:

1. If the employee has six (6) months seniority and worked a minimum of five hundred twenty (520) hours during that time, then up to a four (4) week job protected leave may be granted. An employee may only take a total of four (4) weeks' time prior to their first-year seniority date.

The Executive Director or designee reserves the right to require that the employee provide a physician's verification of illness or disability throughout the term of the leave of absence.

B. Application Procedure.

Employees must submit a Leave Request Form to their Program Manager, to the extent practicable, thirty (30) days prior to the commencement of the leave.

Employees are also responsible for notifying Human Resources as soon as possible of their leave and for submitting the appropriate supporting medical documentation indicating the need for the leave.

C. Benefits Coverage.

Employees who are enrolled in agency sponsored insurance benefits (STD, LTD, life insurance) at the time of the leave shall be eligible to continue those benefits at no cost to the employee.

D. Use of Accruals.

Employees taking medical leave for their own illness are required to exhaust all accrued sick and vacation time. This time is counted towards the four (4)-week leave period. Employees who are eligible for disability will not be required to use accrued time once disability has been approved by the insurance company. Employees may elect to make up the difference between their regular pay and their disability pay with

their accrued time in order to get full wages each week. At no time may the employee receive full sick and/or vacation pay from Eliot combined with disability payments. Total pay received cannot exceed one hundred percent (100%) of an employee's regular weekly pay.

- E. Once all accrued time is exhausted, no additional vacation or sick time will be accrued during the leave.

Section 13.5. Parental Leave.

Full time employees who have completed at least three (3) consecutive months of employment may request, with a minimum of fourteen (14) day notice, an unpaid leave for up to eight (8) weeks for the purpose of giving birth, a partner giving birth, or for adopting a child. For those who are eligible for PFML / FMLA, any such leave will also be treated as PFML / FMLA per Articles 13.2 and 13.3.

Section 13.6. Worker's Compensation Leave.

An unpaid leave of absence shall be granted to an employee who is absent from work with satisfactory medical substantiation because of an occupational accident or illness arising out of their employment at ECHS in accordance with Article 13.2. Such a leave shall be afforded in accordance with the Massachusetts State Law regarding Worker's Compensation and in conjunction with FMLA if the employee is eligible. If an employee's injury is the direct result of a restraint or client physical assault, the Agency will pay the first five (5) days of lost time and allow the employee to earn their full accruals (vacation and sick) provided that the injury did not result from employee misconduct.

An employee who goes out on an unpaid workers compensation leave after their six (6) months of seniority and has worked a minimum of five hundred twenty (520) hours but before becoming eligible for FMLA leave is eligible for the four (4) week job protected leave provided in Article 13.3.

Section 13.7. Bereavement Leave.

- A. Each employee shall be entitled to pay at their regular pay based on an eight (8) hour day for work hours actually lost for up to four (4) calendar days following the death of a person in the immediate family, or someone with a close familial-type relationship living in the employee's household. These (4) days may be taken over a thirty (30) day period for the purpose of attending the funeral or to take care of such matters necessarily attendant to said death.
- B. "Immediate family" shall include mother, father, spouse or significant other, son, daughter, stepchildren, brother, sister, grandmother, grandfather, grandchild, mother- or father-in-law and sister- or brother-in-law. Notification of such leave must be given to the employee's supervisor as soon as possible after the need for such leave arises.

Eliot Community Human Services Collective Bargaining Agreement

Effective July 1, 2023 through June 30, 2026

Leaves for periods longer than four (4) consecutive days may be granted at the discretion of the Executive Director.

- C. Employees who need time off to attend a funeral for an individual who is not designated as “immediate family” as defined above, may be entitled to use accrued vacation time with prior supervisory approval.

Section 13.8. Jury Duty Leave.

Employees who are required to report for and serve jury duty shall be excused from work for such duty and shall be paid their regular salary for work actually missed during the first three (3) days of jury duty (less amounts paid for jury duty) for serving such duty. The employee shall submit to their immediate supervisor proper evidence of jury service, and of the amount of juror's compensation received, validated by the clerk of the court. If an employee is excused or released from jury service during his/her regular workday, he/she shall return to work.

Section 13.9. Military Leave.

Approval of military leave will be granted in accordance with the Uniformed Service Employment and Re-Employment Rights Act (USERRA). A copy of the USERRA guidelines is available from the Human Resources Department upon request by an employee to their Program Manager or to Human Resources.

Section 13.10. Immigration Leave.

Employees may take up to thirty (30) days of unpaid leave to investigate and remedy work related immigration issues. Accrued vacation time must be used first.

If within this thirty (30) day period, the employee does not remedy the issue or provide valid documentation that the issue is in the process of being remedied the employee will be terminated.

If within the thirty (30) day period, the employee provides valid documentation that the issue is in the process of being remedied the employee shall be granted an additional thirty (30) days of unpaid leave to resolve the matter. If the matter is not resolved within the sixty (60) day period, the employee will be terminated.

Section 13.11. Employment Elsewhere During a Leave.

An employee on an approved leave of absence in accordance with this Article who engages in employment elsewhere that is inconsistent with the purpose of the absence shall be deemed to have quit voluntarily.

ARTICLE 14 – DISCIPLINE

- A. No collective bargaining unit employee who has been employed in a bargaining unit position described in Article 1 of this Agreement, who has completed their probationary period, shall be disciplined or discharged except for just cause.
- B. The Employer will promptly notify the union representative in writing of any formal warnings, suspensions and terminations. If the letter comes later to the union, it will not negate the discipline given.
- C. Warnings / Disciplinary actions not related to gross misconduct will be removed from the employees personnel file after one (1) year provided that there is no reoccurrence of that behavior during that period of time.
- D. Employees suspended pending an investigation of an Agency related allegation against them, shall be suspended with pay unless the allegation is a terminable offence.
- E. Employees suspended without pay pending an Agency internal investigation of an accusation must be restored to full pay if the investigation and suspension last more than twenty-one (21) days. Employees who are also the subject of state investigations of an accusation must be restored to full pay if the investigation and suspension last more than thirty-five (35) days. During the unpaid days, employees may use vacation and holiday time to offset their loss of pay and staff with five (5) or more years seniority can thereafter use up to forty (40) hours of accrued sick time (pro-rated for less than full time) to further offset their loss in pay.
- F. Employees suspended due to criminal charges / investigations will remain out of work on an unpaid status indefinitely or until the Agency makes a decision on the employee's employment status. During the unpaid days, employees may use vacation and holiday time to offset their loss of pay and staff with five (5) or more years seniority can thereafter use up to forty (40) hours of accrued sick time (pro-rated for less than full time) to further offset their loss in pay.
- G. Employees subject to an investigation of an allegation against them shall be notified of their right to union representation prior to the start of an investigatory interview.

ARTICLE 15 – GRIEVANCE AND ARBITRATION

Section 15.1. Grievance.

Grievance is defined as a dispute regarding the interpretation or application of a specific Section or Article of this Agreement which arises during the term of the Agreement between the Union and ECHS or any written extensions thereof. No grievance shall be considered under the grievance procedure unless it is presented as provided below. The ***Eliot Community Human Services Collective Bargaining Agreement*** Effective July 1, 2023 through June 30, 2026

grievance and arbitration procedure provided for herein shall be the exclusive procedure for resolution of disputes concerning the interpretation or application of the Agreement. A grievance shall only be processed in the following manner:

A. Informal Discussions.

The parties recognize that day-to-day problems affecting employees may be discussed and resolved between the employee and the employee's immediate supervisor. Such informal discussions are encouraged, but no such discussions shall be inconsistent with the terms of this Agreement or have an effect upon the time limits stated herein. It is understood that any resolution at this level shall not establish a precedent for the resolution of any other or similar problem between any employee and ECHS.

Section 15.2. Grievance Procedure.

A. Any grievance which cannot be adjusted as contemplated by Article 15.1.A above shall be subject to resolution in the following manner:

Step 1: Any employee, with or without a Union representative(s) of the employee's choice shall take up a grievance, with the manager responsible for the employee's program (or their designee) within fourteen (14) business days from the date the grievance arose or the employee should have known that the grievance had arisen. The manager or his designee shall give their written answer to the grievance within seven (7) business days. A resolution at Step 1 shall not constitute a precedent.

Step 2: If settlement is not reached in Step 1, then the grievance shall be presented in writing by Union representatives to the Director of Human Resources seven (7) business days after the conclusion of Step 1. A meeting may be held within seven (7) business days after the grievance has been submitted pursuant to Step 2 unless the parties agree to the contrary in writing. Within seven (7) business days after the meeting or within twelve (12) business days after receipt of the grievance, as the case may be, the Director of Human Resources will give ECHS's answer in writing to the designated Union official.

B. Grievances resulting from suspension or termination of employment may start at this step.

Step 3: If resolution is not reached at Step 2, then either party may with written notice to the other, submit the grievance to binding arbitration, provided that such notice is given within fifteen (15) business days after ECHS has given its decision at Step 2. Either party has thirty (30) days after

the written notice has been received by either party to formally file the grievance to arbitration.

Section 15.3. Arbitration Procedure.

A. Selection of an Arbitrator.

If the parties are unable to agree upon an arbitrator within five (5) business days after receipt of written notice of the desire to submit the matter to arbitration, then either party may request that the American Arbitration Association and/or the Labor Relations Connection designate an arbitrator to hear any grievance which is arbitrated under the terms of this Agreement.

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 ECHS other than those expressly set forth in this Agreement.

C. Effect of Arbitrator's Decision.

The decision of the arbitrator on any grievance properly submitted to him/her hereunder, if within the scope of his/her authority and power, shall be final and binding upon ECHS, the Union and the aggrieved employee(s).

D. Fees.

The fees and other charges of the arbitrator shall be divided equally between the parties. 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 15.4.

ECHS shall have the right to utilize the grievance and arbitration procedure with respect to any grievance which ECHS may have against the Union or any of its members. Such an action shall be initiated by a letter from ECHS to the Union.

Section 15.5.

Any grievance upon which a disposition is not made by ECHS within the time limits prescribed, or any written extension which have been agreed to, may be referred to the next step in the grievance procedure. Under such circumstances, the time limit shall run from the date when time for the disposition expires. 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 ECHS.

Section 15.6.

If an employee and/or the Union wishes to grieve a matter solely decided by the Executive Director or Board of Directors, that grievance may be commenced at Step 2 in accordance with this Section. The term " business days " whenever used in this Article, shall mean and include any calendar day other than a Saturday, Sunday, or a day when ECHS is officially closed.

Section 15.7.

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 15.8.

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.

ARTICLE 16 – PROFESSIONAL RESPONSIBILITIES

Section 16.1. Confidentiality of Information.

All employees are responsible for assuring confidentiality in the services given ECHS and for abiding by statutes and regulations protecting the confidential communication of clients and personal information in ECHS's possession about other employees.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Section 16.2. Private Practice.

Employees may not conduct private practice or consultative services during their hours of employment by ECHS or at ECHS's facilities. Employees may not provide such services to any individual who is then a client of ECHS or who has been treated by ECHS within the preceding ninety (90) days, without the prior written approval of the Executive Director. Employees may not directly or indirectly compete with ECHS with respect to clients, consumers or services that otherwise would be provided by ECHS.

Section 16.3.

New hired ECHS clinical employees must sign a covenant not-to compete covering post-employment in order to work at ECHS prior to being hired.

ARTICLE 17 – PERSONNEL FILES

Each employee shall have the right, upon written request, to examine and copy, at their own expense, at a reasonable cost not to exceed five cents (\$0.05) per page, any and all materials contained in that employee's personnel file. The Union shall have reasonable access to an employee's record upon written authorization by the employee involved and a twenty-four (24) hour advance notice is given to ECHS.

ARTICLE 18 – EMERGENCY CLOSING

Section 18.1.

From time to time, ECHS will close due to emergency and/or inclement weather (Emergency Closing). ECHS is solely responsible for deciding when this occurs. Each of Eliot's service divisions has its own program specific inclement weather/emergency closing policy and staffing protocols which are posted in an accessible area at each program. Employees are responsible for adhering to these procedures in inclement weather and emergency closing situations.

Section 18.2.

Notwithstanding anything in this Article to the contrary, residential employees and employees designated as essential by the Executive Director are expected to work on days when ECHS is closed due to an emergency closing. Essential employees cannot take personal leave on days deemed as an emergency closing.

- A. Eliot Division Vice Presidents or their designees may designate any position to be Non-Essential on any given day that is designated as an emergency closing day.

- B. Residential employees and those employees designated as essential cannot leave their shift in emergency situations prior to being relieved or without supervisory approval.
- C. Residential employees and those employees designated as essential who are required to stay beyond their normally scheduled shift at the request of ECHS because of an emergency closing situation, shall be entitled to be paid for all hours of work.
- D. Non-essential employees who are scheduled to work on days when there is an emergency closing, whether determined by Eliot or as a result of the declaration of a state of emergency in the town/city that the program is located, and as a result of that determination do not work that day shall be paid their regular rate of pay for the day.
- E. Non-essential employees who work on days when ECHS is closed due to an emergency closing whether determined by Eliot or as a result of the declaration of a state of emergency in the town/city that the program is located shall be paid their regular rate of pay.
- F. Employees who are scheduled to work on days when there is an emergency closing whether determined by Eliot or as a result of the declaration of a state of emergency in the town/city that the program is located and are approved by their supervisor to perform their duties remotely on that day shall be paid their regular rate of pay for the day.

Section 18.3.

Fee-for-Services employees are not entitled to be paid for work lost due to an emergency closing.

ARTICLE 19 – HEALTH AND SAFETY

- A. The Employer will act promptly upon all reasonable health or safety requests and concerns by employees.
- B. Each program shall have a protocol for what to do in the event of an emergency, including the threat of or the occurrence of violence, and each employee shall be trained in this protocol.
- C. When an ECHS client has a history of violent behavior, any employees working with this client shall have access to that history and management shall inform staff of any urgent safety concerns as soon as possible.
- D. The Union and ECHS have set up a joint committee to address safety issues. The committee shall meet regularly and at the request of either party for the purpose of

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

promoting the safest possible work environment for employees and clients. The committee will review the following on a monthly basis:

1. Incidents of assault that result in injury to the Staff.
2. Serious instances of threatening behavior.
3. Other safety-related issues as defined by the committee.

ARTICLE 20 – LABOR-MANAGEMENT COMMITTEE

In order to provide a means for continuing communications between the parties and for a forum to discuss issues related to quality of client services, for promoting a climate of constructive labor-management relations, a Labor-Management Committee shall be established which shall consist of three (3) representatives designated by ECHS and three (3) representatives designated by the Union. Said Committee shall meet periodically to discuss topics of mutual concern to the parties, but such meetings shall not be for the purpose of conducting negotiations or discussing pending grievances, nor shall any matters discussed or decided upon at such meetings be subject to the grievance and arbitration provisions of this Agreement. The parties will strive to hold such meetings at least twice (2x) a year.

ARTICLE 21 – BENEFITS

Section 21.1.

Participation in ECHS insurance plans listed below shall be available to employees covered by this Agreement who are eligible in accordance with the terms of the plans and the coverage commencement dates of the plan.

Section 21.2.

Employees and their eligible dependents may participate in the medical and dental plans beginning on the first (1st) day of the month following two (2) months of employment. (Insurance for Fee-for-Service employees is addressed in Article 22.)

A. Health Maintenance Organization

Employees, excluding Relief employees, who are regularly scheduled to work twenty (20) or more hours per week are eligible. Those employees who regularly work between twenty (20) and twenty-four (24) hours per week will contribute fifty (50) percent towards the cost of the plan selected. ECHS will contribute the remaining fifty (50) percent of the plan selected. Employees who are regularly scheduled to work twenty-five (25) hours or more per week will contribute twenty-five percent (25%)

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

towards the plan selected. ECHS will contribute the remaining seventy-five percent (75%) of the plan selected.

B. Dental Insurance

Employees, excluding Relief employees, who are regularly scheduled to work at least twenty-five (25) hours per week are eligible. ECHS will contribute seventy-five percent (75%) toward the cost of the plan. Those eligible employees will contribute the remaining twenty-five percent (25%) of the plan. Employees who are regularly scheduled for twenty to twenty-four (20-24) hours per week, may enroll in this plan at no cost to ECHS.

C. The current contribution percentages and eligibility requirements for medical and dental insurances will remain in effect until June 30, 2026.

Section 21.3.

Eligible employees may participate in the following insurance programs:

A. Life Insurance.

Employees who are regularly scheduled to work for thirty (30) or more hours per week are eligible on the first (1st) of the month following the date of hire. ECHS will contribute one hundred percent (100%) of the total monthly premium. Any Grandfathered employee working between twenty-five and twenty-nine (25-29) hours per week, who is currently enrolled in ECHS's life insurance plan, will continue to receive this benefit.

B. Long Term Disability.

Employees who are regularly scheduled to work thirty (30) hours or more per week are eligible on the first (1st) of the month following ninety (90) days of employment. ECHS will contribute one hundred percent (100%) of the total monthly premium.

Section 21.4.

ECHS may implement changes with respect to insurance programs and may substitute for the present plans, another substantially equivalent plan. ECHS will notify the Union of its intention to change in a timely manner.

Section 21.5.

ECHS shall be entitled to any dividends or refunds in connection with the insurance programs.

Section 21.6.

Consistent with the rest of this Article, decisions made by an insurance carrier pertaining to the payment of benefits under existing policies or substituted policies as provided in this Article shall not be cause for nor subject to the grievance procedure or to arbitration under this Agreement.

Section 21.7.

Should any federal or state legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on ECHS, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative, and ECHS shall be relieved of the cost thereof.

Section 21.8. Dependent Care.

ECHS will provide a dependent care assistance program at no cost to ECHS. Employees who work twenty (20) hours or more per week are eligible to participate.

Section 21.9. Employee Assistance Program.

ECHS will offer an employee assistance program to eligible employees.

Section 21.10. Professional Development.

Employees may request and shall be granted up to three thousand dollars (\$3,000.00) per fiscal year as a reimbursement benefit to pay for relevant courses that are taken after the completion of the employee's probationary period. The agency will spend up to three hundred thousand dollars (\$300,000.00) per year running from each July 1 to June 30 of the next year. The reimbursement benefit can be used for the following:

- Courses for continued licensure or certification.
- Job related courses, seminars, conferences and workshops.
- Professional license renewal.

A. Requests to use this reimbursement benefit for relevant courses, continued licensure, certification or to attend relevant seminars and workshops need to receive prior supervisory approval and will not be unreasonably denied.

B. In order to receive payment of the benefit for a course:

- Course must have received prior approval by Manager.
- Employee must earn a grade of C or better, or a "pass" in a pass / fail course.

- ▶ Employee must submit documentation of the cost of the course and the grade received for the course within two (2) months following the completion of the course.
- C. Any employee who uses this benefit will remain employed for at least three (3) months after the benefit has been paid to the employee. Failure to adhere to this expectation will result in the employee having to repay the agency the full amount of the payment they received. This amount will be deducted from the employee's final paycheck.
- D. This benefit is paid on a pro-rated basis based upon the total hours paid for the previous twelve (12)-month period. Fee-for-Service (who bill less than eight (8) hours per week), Relief and Per Diem employees are not eligible for this benefit.

Eligible FFS staff are paid this benefit on a pro-rated basis based upon the average of the total hours billed over the course of the previous fiscal year July to June. The benefit will be paid based upon the average hours billed per week as follows:

- ▶ 8-11 hours billed per week – 25% of benefit.
- ▶ 12-15 hours billed per week – 50% of benefit.
- ▶ 16-19 hours billed per week – 75% of benefit.
- ▶ 20 or more hours billed per week – 100% of benefit.

Each eligible FFS staff will have their tuition benefit credit calculated at the **end of** each fiscal year to be used for the following fiscal year.

Section 21.11. 401(K) Retirement Plan.

All employees except non-resident aliens and Relief employees are eligible to enroll in the 401(k) plan on the January 1st, April 1st, July 1st or October 1st following their date of hire.

Effective January 1, 2021, Eliot will add a socially responsible investment fund option to the plan.

Effective with the ratification of the Agreement, for each employee who contributes to the plan, the Employer shall contribute to the employee's account an amount equal to fifty percent (50%) of the amount contributed by the employee, to a maximum of three percent (3%) of the employee's gross earnings.

Employer contributions shall vest according to the terms of the plan. Effective with the date of ratification, Employer contributions shall vest in accordance with the following schedule based on the employee's years of service. A year of service is defined as one thousand (1,000) paid hours in a calendar year.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Vesting Schedule

<u>Years of Service</u>	<u>Vested %</u>
Less than 1 year	0%
At least 1 year, but less than 2	25%
At least 2 years, but less than 3	50%
At least 3 years, but less than 4	75%
4 years or more	100%

ARTICLE 22 – CLINIC SERVICE EXPECTATIONS

Section 22.1.

During the term of this Agreement, the standard of productive time established by ECHS will be a sixty-five percent (65%). If the percentage of the productive time averages below sixty-five percent (65%) for a period of four (4) months from the start of the fiscal year, disciplinary action can be taken. When productivity returns to sixty-five percent (65%) in any one (1) of the remaining months of the same fiscal year, documentation of any disciplinary action will be removed from the record. Clinicians whose productivity standard is lower than sixty-five percent (65%) as of the effective date of this agreement shall retain the lower standard.

Section 22.2. Definition of Productive Time for Salaried Clinicians.

Productive time for the general outpatient programs includes the following:

- A. All face-to-face billable clinical hours.
- B. All face-to-face billable C&E (consultation and education) hours.
- C. Therapy groups must have a minimum attending membership of three (3) clients. This number is acceptable on a temporary basis to allow time for active recruitment of new members. If a group remains at this level for more than four (4) consecutive meetings, the Clinical Director must be notified in order to decide if the group must end or will continue for a determined period of time.
- D. A single two (2) hour credit per four (4) hours intake shift.
- E. Time spent at other activities as requested by the Clinical Director. These may include but are not limited to:
 - Staff Supervision
 - Coordination, marketing, and PR assignments
 - Travel

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

- Utilization Review
 - Seminars and training presented
 - Student supervision
 - No call / no show appointment when ECHS collects full fee for the appointment hour
 - Staff Meetings
 - Quality Assurance meetings
- F. In order to receive productivity credit for direct service hours, clinicians should submit all necessary paperwork by the end of the business day that the client was seen but no later than by the close of business on Friday in the week in which the client was seen.
- G. The salaried clinician positions created in Lynn and Everett by the Pilot Program described as the “Agreement on Pilot Program for salaried Clinic Positions” shall be made into regular permanent bargaining unit positions under the terms and conditions of the collective bargaining agreement, thus eliminating the terms and conditions of the original Pilot Agreement. Eliot agrees to continue the Outpatient Clinician (formerly Pilot) incentive bonuses.

Section 22.3. Fee-for-Service Clinicians.

- A. Fee-for-Service (FFS) Clinicians will be paid based on the “Clean Claim” report and the additional approved hours submitted by the FFS clinician. A claim is considered “clean” if all necessary paperwork for billing purposes is submitted within the specified time frames.
- B. Fee-for-Service Clinicians are expected to provide at least eight (8) hours of billable service a week at a time that is convenient to the clinic.
- C. Fee-for-Service Clinicians who wish to take time off from their job need to give a reasonable notice.
- D. Fee-for-Service Clinicians who cannot attend work due to an illness must contact the Clinic Director at least two (2) hours prior to their scheduled reporting time.
- E. Eliot reserves the right to pilot different initiatives that reward higher utilization, positive clinical outcomes, decrease in no-show / cancellation rates etc. These initiatives will be negotiated with the Union prior to implementation.
- F. It is expected that all FFS clinicians will complete a diagnostic evaluation on all clients who they will see at the beginning of treatment. FFS staff will be paid at the diagnostic evaluation rate (rate x 1.5) for completing a diagnostic evaluation.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

- G. All FFS clinicians who provide between fifteen and nineteen (15-19) billable hours per week, will be paid an additional two (2) incentive credit hours, and who bill twenty (20) or more hours per week will be paid an additional one (1) incentive credit hour (for a total of three (3) additional hours) as “incentive credits”.
- H. FFS clinicians who provide twenty (20) or more billable hours on a weekly basis are eligible to obtain their health insurance from Eliot, beginning on the first (1st) of the month after they become eligible, provided that the standard waiting period of sixty (60) days has been completed, and Eliot will pay in at fifty percent (50%) of the total cost. FFS clinicians who provide twenty (20) or more billable hours on a weekly basis (on average for a one (1) month period) are eligible to buy into the dental insurance beginning on the first (1st) of the month after they become eligible, provided that the standard waiting period of sixty (60) days has been completed, at one hundred percent (100%) of the cost. If a clinician provides less than twenty (20) hours for three (3) consecutive months (not counting approved time off) then their health and dental insurance will be terminated. Reinstatement will not be an option until the next open enrollment period.
- I. Fee-for-Service employees who attend Eliot sponsored training, with prior supervisory approval, will be paid at fifty percent (50%) their normal pay rate but no less than fifteen dollars (\$15.00) per hour for such training(s).
- J. FFS Clinicians will be paid at their regular rate for attending staff meetings, Utilization Review meetings, Quality Assurance meetings, and for providing supervision or attending other meetings that the Clinic Director may from time-to-time request.
- K. Recognition:

FFS clinicians who work less than an average of thirty-five (35) hours per month will be excluded from the bargaining unit. Specialized clinicians who regularly worked less than thirty-five (35) hours per month but were in the former Tri-City bargaining unit will remain in the bargaining unit for the duration of their Eliot employment.
- L. Fee-for-service employees shall be paid at the rates described in Appendix (A) (before any increases described elsewhere in this agreement). Those employees currently being paid at higher rates will retain their current rates.
- M. As FFS employees reach ten (10) years and fifteen (15) years respectively their rates will be increased by three percent (3%).

Section 22.4. Early Intervention.

- A. The productivity standard for Early Intervention salaried staff is fifty-five percent (55%) of the hours worked each week/month.

- B. When the Early Intervention Director requires attendance at a special meeting fee-for-service clinicians who attend shall be paid at their regular rate.
- C. Fee-for-Service Clinicians will be paid based on the “Clean Claim” report and the additional approved hours submitted by the FFS clinician. A claim is considered “clean” if all necessary paperwork for billing purposes and for the DPH EIS system is submitted within the specified time frames.
- D. In order to receive productivity credit for direct service hours, clinicians should submit all necessary paperwork by the end of the business day that the client was seen but no later than by the close of business on Friday in the week in which the client was seen. When clients are seen on a Friday, the billing can be submitted by the end of the business day on the following Monday.
- E. FFS clinicians who provide twenty (20) or more billable hours on a weekly basis are eligible to obtain their health insurance from Eliot, beginning on the first (1st) of the month after they become eligible, and Eliot will pay in at fifty percent (50%) of the total cost. FFS clinicians who provide twenty (20) or more billable hours on a weekly basis (on average for a one (1) month period) are eligible to buy into the dental insurance beginning on the first (1st) of the month after they become eligible at one hundred percent (100%) of the cost. If a clinician provides less than twenty (20) hours for three (3) consecutive months (not counting approved time off) then their health and dental insurance will be terminated. Reinstatement will not be an option until the next open enrollment period.

ARTICLE 23 – NO STRIKES AND LOCKOUTS

Section 23.1.

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 ECHS), no strikes of any kind whatsoever (whether general sympathy, related to unfair labor practices), walkouts, work stoppages, sit down, slowdowns, sickouts, mass absenteeism, boycotts, or any other direct or indirect interference with ECHS activities or operations during the term of this Agreement and any extensions and renewals thereof.

Section 23.2.

The Union agrees that, in the event of any violation of Article 23.1 above, the Union shall order immediately that such violation cease, and that work be fully resumed. No grievance or other dispute shall be taken up for discussion and settlement by the parties until all such violations have ended. The Union and its agents or officials agree that they will not authorize, investigate, aid, or condone any of the activities prohibited in Article 23.1 above.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Section 23.3.

Any or all employees participating in or promoting any activity prohibited by Section 23.1, 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.

Section 23.4.

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

ARTICLE 24 – TEMPORARY TRANSFERS

Section 24.1.

Employees may be temporarily transferred to a classification in the bargaining unit other than their own. When such transfers occur, an employee shall be paid at the rate of the classification to which they are transferred or at their own rate, whichever is higher. A transfer is defined as performing a substantial amount of duties of another classification in the bargaining unit on a regular basis for eight (8) hours in a pay period.

Section 24.2.

This Article shall not apply in the following situations:

- A. If the employee temporarily fills in for another employee in a different classification as part of their normal duties.
- B. If an employee fills in for another employee in a different classification due to vacation, personal leaves without pay, jury duty, holidays, bereavement leave, educational leave or medical leave, for three (3) days or less.
- C. An employee is temporarily performing in another classification in order to be trained for that job.

ARTICLE 25 – CLASSIFICATION / COMPENSATION

Section 25.1.

- A. Wage and classification policies are as follows:

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Part 1: Union Classifications with a start rate less than twenty dollars (\$20.00) per hour with Associated Compression (See Appendix A attached):

Union classifications that have a start rate less than twenty dollars (\$20.00) per hour (excluding Relief, FFS and asleep overnights) and those affected by compression:

Effective 7/1/2023 (FY2024), classifications identified in Appendix A will have their start rates increased by one dollar (\$1.00) per hour. Incumbents in these classifications will receive the same increases to their start rates on 7/1/2023. Affected staff will not receive their anniversary increases unless the one dollar (\$1.00) per hour increase is less than the agreed upon year one percentage (1%) increase of five percent (5%). If the one dollar (\$1.00) per hour increase is less than five percent (5%), the staff will receive the difference on their anniversary date to reflect a total five percent (5%) increase.

Effective 7/1/2024 (FY2025), classifications identified in Appendix A that are still under twenty dollars (\$20.00) per hour will be increased by seventy-five cents (\$0.75) per hour. Incumbents in these classifications will receive the same increases to their start rates on 7/1/2024. Affected staff will not receive their anniversary increases unless the seventy-five cents (\$0.75) per hour increase is less than the agreed upon year two (2) percentage increase of three percent (3%). If the seventy-five cents (\$0.75) per hour increase is less than three percent (3%), the staff will receive the difference on their anniversary date to reflect a total three percent (3%) increase.

Effective 7/1/2025 (FY2026), classifications identified in Appendix A that are still under twenty dollars (\$20.00) per hour will be increased by fifty cents (\$0.50) per hour. Incumbents in these classifications will receive the same increases to their start rates on 7/1/2025. Affected staff will not receive their anniversary increases unless the fifty cents (\$0.50) per hour increase is less than the agreed upon year three percentage (3%) increase of three percent (3%). If the fifty cents (\$0.50) per hour increase is less than three percent (3%), the staff will receive the difference on their anniversary date to reflect a total three percent (3%) increase.

Once the job classification reaches the twenty dollars (\$20.00) per hour benchmark, employees in that job classification will resume earning anniversary increases in future years of the contract.

Part 2: Union Classifications Excluding Those Impacted by Part 1 or Part 3:

FY 2024: Fiver percent (5%) Salary Increase on Anniversary Date

FY 2025: Three percent (3%) Salary Increase on Anniversary Date

FY 2026: Three percent (3%) Salary Increase on Anniversary Date

Relief employees:

7/1/2023 (FY2024) Relief rate will be increased to nineteen dollars (\$19.00) per hour.

7/1/2024 (FY2025) Relief rate will be increased to twenty dollars (\$20.00) per hour.

FFS employees:

FY 2024: Two percent (2%) Salary Increase on Anniversary Date

FY 2025: Two percent (2%) Salary Increase on Anniversary Date

FY 2026: Two percent (2%) Salary Increase on Anniversary Date

Part 3: Union Classifications Starting Rate Adjustments:

Effective July 1, 2023 (FY 2024), increase the starting rates of the below identified FFS job classifications:

<u>FFS</u>	<u>Old Rate</u>	<u>New Rate</u>
LICSW (EI)	\$37.03	\$40.00
LCSW (EI)	\$30.27	\$35.00
BA Developmental Specialist (EI)	\$30.37	\$35.00
MA Developmental Specialist (EI)	\$33.64	\$40.00
Speech Language Pathologist (EI)	\$57.42	\$60.00
Occupational Therapist (EI and SS)	\$57.42	\$60.00
Physical Therapist (EI)	\$57.42	\$60.00
LPN	\$25.74	\$35.00
RN	\$39.88	\$55.00
Translator	\$26.62	\$30.00
Group Facilitator – Batterers Intervention	\$20.00	\$30.00
Partner Contact	\$30.00	\$40.00

<u>PACT</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
PACT Case Manager	\$20.52	\$42,680.00	\$23.08	\$48,000.00
PACT Dual Diagnosis Clin	\$28.43	\$59,134.40	\$30.99	\$64,459.20
PACT MA Voc Specialist	\$26.90	\$55,960.00	\$29.46	\$61,276.80
PACT Peer Specialist	\$20.52	\$42,680.00	\$23.08	\$48,000.00
PACT Recovery Coach	\$20.52	\$42,680.00	\$23.08	\$48,000.00

<u>PATH</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
HLS Engagement Counsel. BA	\$20.04	\$41,680.00	\$23.08	\$48,000.00
HLS Engagement Counsel. MA	\$25.33	\$52,680.00	\$26.44	\$55,000.00

Eliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

<u>RESPITE</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
LPN	\$26.87	\$55,900.00	\$28.85	\$60,000.00
Mobile Rec. Case Manager BA	\$19.77	\$41,126.26	\$23.08	\$48,000.00
Mobile Rec. Case Manager MA	\$21.48	\$44,680.00	\$24.04	\$50,000.00

<u>JUV JUSTICE</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
JJ Residential Clinician	\$23.88	\$49,680.00	\$26.44	\$55,000.00
JJ Res Clinician LICSW, LMHC	\$25.09	\$52,180.00	\$28.84	\$60,000.00

<u>EARLY INTERVENTION</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
EI Dev Specialist BA	\$20.67	\$43,000.00	\$23.07	\$48,000.00
EI Dev Specialist MA	\$22.60	\$47,000.00	\$26.44	\$55,000.00
EI LCSW	\$23.08	\$48,000.00	\$26.44	\$55,000.00
EI LICSW	\$24.04	\$50,000.00	\$28.84	\$60,000.00
EI LMHC	\$24.04	\$50,000.00	\$28.84	\$60,000.00
EI Mental Health Specialist MA	\$22.60	\$47,000.00	\$26.44	\$55,000.00
EI Occupational Therapist	\$26.44	\$55,000.00	\$31.25	\$65,000.00
EI Physical Therapist MA	\$25.00	\$52,000.00	\$28.84	\$60,000.00
EI Speech Lang Pathologist-MA	\$25.00	\$52,000.00	\$28.84	\$60,000.00
EI Speech Lang Pathologist-Lisc.	\$26.44	\$55,000.00	\$31.25	\$65,000.00

<u>FAMILY NETWORK</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
FN Education Coordinator	\$23.88	\$49,679.97	\$26.44	\$55,000.00
FN Service Coordinator	\$21.48	\$44,678.40	\$23.07	\$48,000.00

<u>MENTAL HEALTH CONSULTATION</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
MHC Mental and BH Coach	\$20.04	\$41,683.20	\$22.59	\$47,000.00
MHC MA, Licensed Eligible	\$23.88	\$49,670.40	\$26.44	\$55,000.00
MHC, Licensed	\$25.09	\$52,187.20	\$28.84	\$60,000.00

<u>SOCIAL SERVICES</u>	<u>Old Hourly</u>	<u>Old Salary</u>	<u>New Hourly</u>	<u>New Salary</u>
SS Clinical Case Manager	\$24.88	\$51,760.00	\$26.44	\$55,000.00
SS Clinical CM LICSW, LMHC	N/A	N/A	\$28.84	\$60,000.00
SS LPN	\$28.84	\$60,000.00	\$29.80	\$62,000.00
SS Registered Nurse	\$32.78	\$68,180.00	\$40.86	\$85,000.00
SS Service Intake Coord	\$23.88	\$49,680.00	\$26.44	\$55,000.00
SS Service Intake Coord (licensed)	\$24.61	\$51,180.00	\$28.84	\$60,000.00

Incumbents in any of the job classifications identified in Part 3 will be brought up to the new starting rate of pay for their classification on July 1, 2023 and will not receive their FY24 anniversary increase unless their increase is less than the agreed upon year one (1) percentage increase of five percent (5%). If their increase is less than five percent (5%), the staff will receive the difference on their anniversary date to reflect a total five percent (5%) increase.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Incumbents in any of the above classifications identified in Part 3 who are already earning over the new start rates will receive their anniversary date increases.

B. In the event the Commonwealth makes available additional funds for pay increases for employees, the employer will distribute the funds in accordance with state requirements. To the extent distribution of such funds are discretionary, the parties agree to reopen the contract for the purposes of bargaining over such discretionary distribution.

C. Promotions.

Any employee receiving a promotion within the bargaining unit will receive a pay increase equal to the percentage difference in the starting rates between the classifications involved.

D. Transfers to Lower Paid Job.

Any employee who transfers to a lower paid job will receive a pay decrease equal to the percentage difference in the starting rates between the classifications involved.

E. Fill-in at Lower Paid Job.

ECHS will pay an employee's regular pay rate if the employee fills in any open shifts in a lower paid job.

Section 25.2. Seniority Bonus Adjustments.

A. On a one-time basis, effective 7-1-2023, all regular full and part time employees with between five and nine (5-9) consecutive years in their current job classification, shall earn no less than ten percent (10%) over the current starting pay rate for their classification. Any rate adjustment would be effective on 7-1-2023. These employees would still receive their five percent (5%) FY24 salary adjustments on their anniversary dates of hire.

On a one (1)-time basis, effective 7-1-2023, all regular full and part time employees with ten (10) or more consecutive years in their current job classification, shall earn no less than fifteen percent (15%) over the current starting pay rate for their classification. Any rate adjustment would be effective on 7-1-2023. These employees would still receive their five percent (5%) FY24 salary adjustments on their anniversary dates of hire.

Current regular full and part time employees who will achieve five (5) consecutive years in their current job classification, during the first year (FY 24) of the contract, will also earn no less than ten percent (10%) over the current starting pay rate for their classification. This adjustment would be paid on the employees' FY24 anniversary

date of employment, after the negotiated five percent (5%) anniversary increase had been applied.

No other seniority rate adjustments would be made after 6-30-2024.

B. On 7-1-2024 the following Seniority Bonus Language will take effect:

Each employee who reaches the following anniversaries with the agency will receive bonuses in the accompanying amounts:

<u>Anniversary</u>	<u>Bonus (pro-rated)</u>
5th	\$1,000
10th	\$1,500
15th	\$2,000
20th	\$2,500
25th	\$3,000
30th	\$3,500

Fee-For-Service and Relief employees are excluded from this proposal.

Section 25.3. Payment of Wages.

- A. All employees are required to be enrolled in direct deposit as a condition of employment.
- B. Wages shall be paid on a bi-weekly basis in accordance with the terms of this Agreement. Entry level pay rates for each job classification can be found in Appendix G.
- C. Fee-For-Service employees will be paid in accordance with Article 22.3 (see Appendix G for FFS rates).
- D. Employees pay information is provided on the Human Resources Information System (HRIS) portal. Paper pay stubs are not provided to employees.

Section 25.4 Bilingual Pay.

If the Employer requires foreign or sign language ability as an essential requirement for a bargaining unit position that is initially posted as such, the Employer will pay that employee a differential equal to six percent (6%) of an employee's base salary.

If an employee's job responsibilities change over time to require a foreign language ability, the employee may request to receive the six percent (6%) bi-lingual differential as of the date of the requirement subject to management review and approval.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

When an employee leaves a position that has been designated as bilingual, they will no longer receive the bilingual pay differential associated with that position.

Employees shall not be assigned more cases than other employees because they are bilingual.

ARTICLE 26 – COMPLETENESS OF AGREEMENT

Section 26.1.

The parties 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.

This Agreement contains the complete agreement of the parties, and no additions, waivers, deletions, changes or amendments shall be effective during the life of this Agreement, unless evidenced in writing, dated and signed by the parties hereto. A waiver or failure to enforce any provision or provisions of this Agreement in a specific case shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement, nor preclude either party from relying upon or enforcing such provision or provisions in any other case.

Section 26.2.

Any prior Agreement or previous past practices covering bargaining unit employees shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE 27 – MISCELLANEOUS

Section 27.1.

All references to "Executive Director" are intended to be references to the Acting Executive Director, if the position of Executive Director is vacant or to the Executive Director's designee, if the Executive Director chooses to delegate any responsibility under this Agreement. If the Executive Director designates someone to act in their place in connection with the grievance and arbitration procedure, whenever possible, the Union shall be notified of the identity of the designee at least one (1) day in advance.

Section 27.2.

The Agency will reimburse the IRS mileage rate to be adjusted non-retroactively on July 1 of each year.

Section 27.3.

ECHS will take whatever actions are necessary to comply with the Americans Disability Act.

Section 27.4. Recruitment.

Any employee who recruits a new employee who remains employed for at least six (6) months will receive a three-hundred-dollar (\$300.00) bonus.

Article 27.5. On-call Reimbursement

ACCS Intensive Case Managers will receive a seventy-five dollar (\$75.00) payment per week for providing additional week(s) of on-call above their normal on-call team rotation. These payments will be made on a quarterly basis.

To the extent possible, employees will not be required to be on-call on their scheduled days off.

Section 27.6. Parking Tickets.

A. Employees who receive a parking ticket while on-duty and who believe circumstances warrant that Eliot reimburse for the ticket may file a request to the ECHS Senior Vice President who may, in her/his judgment, choose to reimburse.

B. Employees using Eliot vans in the course of their employment duties are responsible for payment of any toll violations.

Section 27.8. Job Descriptions.

All job descriptions ending with a broad statement of availability for duties will use the following statement for this purpose: "Employee will perform other 'job-related' duties as assigned".

Section 27.9. Training.

All staff, upon request of the employee, may receive training to work in other divisions. The Employer shall notify employees at least ninety (90) days prior to the expiration of any trainings and/ or certifications required for that job classification.

Section 27.10. Maintenance of Properties.

- A. Employees shall not be required to shovel snow, except, when residential employees are in emergency situations that either compromise the programs operations and or jeopardize the health and safety of the staff and clients.
- B. Employees shall not be required to mow lawns, perform landscaping or maintenance duties. Non-routine housekeeping duties will be addressed on a case-by-case basis.
- C. In no event shall employees be required to move items weighing more than thirty-five pounds (35 lbs).

Section 27.11. Transportation Insurance.

ECHS will provide automobile liability coverage for employees who use their own vehicles on ECHS business, with supervisory approval, for protection specifically from lawsuits regarding Bodily Injury and Property Damage.

Section 27.12. Damage to Employee Property.

ECHS agrees to cover the cost of damage to employees' property during work time by clients. If ECHS in its discretion, without acting arbitrarily or capriciously, determines that an employee's vehicle, eyeglasses, hearing aids, braces or other similar prosthetic devices are damaged by a client, ECHS agrees to pay an amount equal to the deductible for damages or the cost of the item, whichever is less.

Section 27.13. Dignity and Respect.

Eliot and the Union value and embrace the commonalities and differences of all employees, supervisors and managers and respect the personal dignity of each individual. Together we are committed to an anti-racist organization in which there is no place for violence, or any form of discrimination. We will work to promote a safe, equitable and supportive work environment which fosters open engagement and dialogue. All employees, supervisors, managers and persons served must be treated with dignity and respect.

ARTICLE 28 – CONTRACT SAVINGS CLAUSE

It is understood and agreed that this Agreement is subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. Accordingly, if any provision of this Agreement is in contravening of such laws, regulations, rulings or orders such provision of the Agreement shall be made to conform to the law, ordinance, order or ruling, and otherwise the Agreement shall continue in full force and effect.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

ARTICLE 29 – SUCCESSORSHIP

In the event of merger, sale, or transfer of the ownership of Eliot Community Human Services Inc., or any part thereof, ECHS Inc. will notify the Union within thirty (30) days prior to final board approval of such merger, sale, or transfer. This Collective Bargaining Agreement shall be binding upon the Union and ECHS Inc., or any successor thereof. In the event ECHS desires an agreement to merge, sell or transfer ownership and/or management of its operations in whole or in part, it shall be a condition of any such agreement, and be inserted into any such agreement that this Collective Bargaining Agreement and all the obligations thereof shall be binding upon any purchaser, transferee or other successor.

ARTICLE 30 – EFFECTIVE DATE AND DURATION

Except as otherwise provided within, this Agreement shall become effective as of July 1, 2023 and continue in full force and effect through June 30, 2026 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of 1st day of July 2023.

For Eliot

For Local 509 SEIU AFL/CIO/CLC

DocuSigned by:
Joe Dodd
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DocuSigned by:
Melinda Matthews
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DocuSigned by:
Anson Katz
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DocuSigned by:
Wendy Beer
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DocuSigned by:
Sean Hamlett
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DocuSigned by:
Sheila Garzarian
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Lynne Wyckoff
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David Foley
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DocuSigned by:
Ben Mile
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Darvos Mi
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Mary Stathos
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Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

APPENDIX A

Effective July 1, 2023 the start rates of the following classifications increase as follows (PART 1 of Wages):

Ambulatory				
Job Title	Current	FY 2024	FY 2025	FY 2026
OP Admin Office Specialist	\$17.25	\$18.25	\$19.00	\$19.50
OP Administrative Assistant Concord	\$18.25	\$19.25	\$20.00	\$20.00
OP Administrative Assistant Danvers	\$18.25	\$19.25	\$20.00	\$20.00
OP Administrative Assistant Everett	\$18.25	\$19.25	\$20.00	\$20.00
OP Billing Specialist	\$17.25	\$18.25	\$19.00	\$19.50
OP Psychiatric Medical Asst Non-Certified	\$18.12	\$19.12	\$19.87	\$20.37
OP Recovery Coach Non-Certified	\$19.23	\$20.23	\$20.23	\$20.23
OP Recovery Coach Certified	\$21.63	\$22.63	\$22.63	\$22.63
Developmental and Specialized Services				
Job Title	Current	FY 2024	FY 2025	FY 2026
BI Awake Overnight Counselor	\$17.75	\$18.75	\$19.50	\$20.00
BI Residential Counselor	\$17.75	\$18.75	\$19.50	\$20.00
BI Support Services Specialist	\$18.25	\$19.25	\$20.00	\$20.50
DD Awake Overnight Counselor	\$17.25	\$18.25	\$19.00	\$19.50
DD Community Developer	\$18.25	\$19.25	\$20.00	\$20.50
DD Community Supports Case Manager	\$17.75	\$18.75	\$19.50	\$20.00
DD Employment Specialist	\$17.25	\$18.25	\$19.00	\$19.50
DD Residential Counselor	\$17.25	\$18.25	\$19.00	\$19.50
DD Support Services Case Manager (Kelliher)	\$20.25	\$21.25	\$22.00	\$22.50
BI Awake Overnight Counselor	\$18.25	\$19.25	\$20.00	\$20.50

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Prevention				
Job Title	Current	FY 2024	FY 2025	FY 2026
HF Admin Support Specialist	\$17.00	\$18.00	\$18.75	\$19.25
HF Home Visitor BA	\$20.00	\$21.00	\$21.75	\$21.75
HF Home Visitor HS	\$18.85	\$19.85	\$20.60	\$20.60
HF Family Support Specialist BA	\$20.00	\$21.00	\$21.75	\$21.75
HF Family Support Specialist HS	\$18.85	\$19.85	\$20.60	\$20.60
KN Administrative Assistant	\$17.00	\$18.00	\$18.75	\$19.25
Juvenile Justice				
Job Title	Current	FY 2024	FY 2025	FY 2026
JJ Administrative Assistant	\$17.25	\$18.25	\$19.00	\$19.50
JJ Youth Advocate	\$17.75	\$18.75	\$19.50	\$20.00
JJ Youth Advocate I	\$18.40	\$19.40	\$20.15	\$20.65
JJ Youth Advocate Coordinator	\$19.58	\$20.58	\$21.33	\$21.83
JJ Residential Cook	\$17.75	\$18.75	\$19.50	\$20.00
Nauset				
JJ Administrative Assistant	\$17.25	\$18.25	\$19.00	\$19.50
JJ Youth Advocate	\$18.75	\$19.75	\$20.50	\$21.00
JJ Youth Advocate I	\$19.47	\$20.47	\$21.22	\$21.72
JJ Youth Advocate Coordinator	\$20.76	\$21.76	\$22.51	\$23.01
Teamworks				
JJ Youth Advocate	\$19.30	\$20.30	\$21.05	\$21.55
JJ Youth Advocate I	\$20.01	\$21.01	\$21.76	\$22.26
JJ Youth Advocate Coordinator	\$21.31	\$22.31	\$23.06	\$23.56
Homeless				
Job Title	Current	FY 2024	FY 2025	FY 2026
HLS Overnight Awake Counselor	\$17.25	\$18.25	\$19.00	\$19.50
HLS Recovery Case Manager	\$18.25	\$19.25	\$20.00	\$20.50

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Mental Health				
Job Title	Current	FY 2024	FY 2025	FY 2026
ACCS Behavioral Health Specialist I	\$18.25	\$19.25	\$20.00	\$20.50
ACCS Behavioral Health Specialist II	\$19.25	\$20.25	\$21.00	\$21.50
ACCS Certified Nursing Assistant	\$18.25	\$19.25	\$20.00	\$20.50
ACCS Family Partner	\$20.52	\$21.52	\$22.27	\$22.77
ACCS Housing Specialist	\$21.48	\$22.48	\$23.23	\$23.73
ACCS Recovery Coach	\$20.52	\$21.52	\$22.27	\$22.77
BHCP Administrative Assistant	\$18.00	\$19.00	\$19.75	\$20.25
BHCP Engagement Specialist	\$20.19	\$21.19	\$21.94	\$22.44
Clubhouse Engagement Coordinator	\$18.75	\$19.75	\$20.50	\$21.00
Clubhouse Peer Advocate	\$17.25	\$18.25	\$19.00	\$19.50
Forensic PACT Behavioral Health Specialist III	\$20.60	\$21.60	\$22.35	\$22.85
PACT Administrative Assistant	\$17.25	\$18.25	\$19.00	\$19.50
Respite Mental Health Specialist II	\$18.25	\$19.25	\$20.00	\$20.50
Respite Peer Specialist	\$17.75	\$18.75	\$19.50	\$20.00
Social Services				
Job Title	Current	FY 2024	FY 2025	FY 2026
FN Data Coordinator	\$17.63	\$18.63	\$19.38	\$19.88
SS Administrative Assistant	\$17.25	\$18.25	\$19.00	\$19.50
SS Case Manager	\$20.52	\$21.52	\$22.27	\$22.77
SS Milieu Specialist I	\$17.75	\$18.75	\$19.50	\$20.00
SS Milieu Specialist II	\$18.75	\$19.75	\$20.50	\$21.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

APPENDIX B

The Employer will make every reasonable effort to have enough support staff such that their responsibilities can include:

1. File clinical paperwork, correspondence etc.
2. Continue to notify clinicians regarding prior approvals needed for insurance purposes.
3. Continue to copy and send out information for release of information requests.
4. Continue to follow up on fee collection and verify insurance status.
5. Continue to have all clinical forms on computers and have them available for clinician use during daytime hours.

Note:

The shortening of the language in this Appendix is not intended to transfer job duties from clerical to clinical staff.

APPENDIX C – FIRST MEMO OF AGREEMENT

PUNCH-IN'S, CALL-IN'S, OVERNIGHT POLICIES, STAFF MEETINGS FOR DCF OVERNIGHT STAFF

SEIU Local 509 (the Union) and Eliot Community Human Services (the Employer) agree to the following:

1. Effective 12:00 AM on Sunday, January 4, 2004, Eliot will not require any of its staff to punch in or call in or by any other method prove that they are awake more often than once per hour beginning one hour after the beginning of their shift. Any punch-in, call-in, etc. within five minutes of the required punch-in time will be valid.

For DYS:

Will continue current overnight practice of five (5) minute bed checks documented in the log and fifteen (15) minute log entries. For good cause, Eliot may institute a one (1)-hour punch-in/call-in procedure in the future. Eliot will notify the Union of its intent to do so if the need arises.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

For DCF:

If any punch-in is made late or not at all, it needs to be documented in the log. If there are two consecutive missed punch-ins, immediate on-call notification is required. Physical room checks and logbook entries will be required no more often than every fifteen (15) minutes.

2. If any State policy should require Eliot to implement stricter policies which violate the agreements in number one (1), Eliot will notify the Union immediately, provide a copy of the State policy to the Union Representative and the Union may bargain with Eliot over the implementation and the impact of the new policy.
3. For as long as Eliot holds to the agreements in number one (1) above, the Union agrees it will not make any claim to the NLRB in order to secure the inclusion of clinical coordinators and educational coordinators into the bargaining unit. However, no more than one (1) clinical coordinator or one educational coordinator will be excluded on this basis per worksite (Harvard House, Kelliher, etc.).

4. Regarding DCF:

- a) Programs with one overnight staff will not be required to do cleaning duties.
- b) For streamlining: there will be a log summary at top of each page indicating the names of the kids who are in the program and the bedroom and bed in which they are sleeping.
- c) As currently required, all client activity will be documented in the log when it occurs.
- d) As currently required, all staff correspondence will be documented in the log when it occurs.
- e) Damaged or malfunctioning clocks should be reported to on-call as soon as the problem is recognized. If clock is not working, then manual clock entries will be made on the timecard.

5. Regarding DCF Staff Meetings:

- a) DCF overnight staff will be required to attend only one (1) mandatory staff meeting a month. This meeting will be scheduled by the Program Manager.
- b) The date and time of this meeting each month will be scheduled at a time convenient for both management and overnight staff. This will be on a program-by-program basis.
- c) Day staff will be required to attend all four (4) meetings each month to the extent currently required in each program.
- d) Overnight staff will be responsible for the information/materials discussed or reviewed at staff meetings.

- e) Overnight staff will be required to read the minutes from the staff meetings they were not mandated to attend and sign off on those minutes.
6. This agreement is binding on the parties, but entirely non-precedent setting: nothing in this agreement may be considered or used as a precedent by either party for any purpose.

[signed December 29, 2003]

Appendix D

Options to reduce Forced Overtime (referred to in Article 6.2)

- A voluntary on-call system in which employees sign up to be on-call for certain shifts. The on-call staff would only be called if there were no volunteers to work the shift and would receive forced pay (as described in Article 6.2.C below) for any hours worked after being called in. The on-call staff would be called prior to forcing someone to stay an additional shift. On-call staff would have the same expectation to report to work if called in as for their regularly scheduled shifts.
- Offering overtime to employees in other programs in a similar service in the division or in other services or divisions at the Employer's discretion.
- Offering mileage reimbursement to and from the program in question to staff volunteering for overtime in programs other than their regularly assigned program.
- Offering overtime pay for any extra shifts worked in the program, regardless of whether or not the employee worked more than forty (40) hours in the week provided such employees do not call in sick later in the same week.

Appendix E

Transfers between Non-Union and Union positions.

If a union member with more than one (1) year seniority takes a non-union position and then gets hired back into another union position within a year of leaving the union, the following will take place:

- Back to same union position:
 - Seniority date adjusted (deducting the non-union time).
 - Return to their same union pay rate.
 - Adjusted seniority date to be used for future anniversary increases and seniority bonuses.
- Back to different union position:
 - Seniority date adjusted (deducting the non-union time).
 - Use promotion/transfer calculation to determine new pay rate.
 - Adjusted seniority date to be used for future anniversary increases and seniority bonuses.

If a union member with less than one year seniority takes a non-union position and then gets hired back into another union position within a year of leaving the union, the following will take place:

- Employee will be paid at the entry level rate for the position for which they are hired into.
- Employee's rehire date into the union will be used for seniority, anniversary increases and seniority bonuses.

If a union member with more than one (1) year seniority takes a non-union position and then gets hired back into another union position after a year of leaving the union, the following will take place:

- Employee will be paid at the entry level rate for the position for which they are hired into.
- Employee's rehire date into the union will be used for seniority, anniversary increases and seniority bonuses.

Appendix F

The parties agree to establish a labor management committee to discuss:

1. What constitutes a promotion versus a transfer.
2. What constitutes training activities for the purposes of receiving overtime pay while providing training during a regularly scheduled shift.

The committee will consist of three (3) representatives from the bargaining unit and three (3) representatives from management.

For Eliot CHS

DocuSigned by:
Joe Dodd
6EDA AF106341495... 11/2/2023 | 9:53 AM PDT

For SEIU 509

DocuSigned by:
Lynne Wyckoff
3E7E332954E8457 11/3/2023 | 12:05 PM EDT

DocuSigned by:
Sheila Charzarian
0BEESDFE08804E9... 11/2/2023 | 12:46 PM EDT

DocuSigned by:
Th
A32690EEB91342D... 11/9/2023 | 6:02 AM PST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Appendix GUnion Starting Rates
Effective 7/1/2023

Ambulatory		
JOB TITLE	Hourly	Annual
ADT Licensed Clinician	\$24.04	\$50,000.00
ADT Master Level Clinician	\$21.63	\$45,000.00
CBHC Administrative Assistant	\$20.18	\$42,000.00
CBHC Administrative Assistant Urgent Care	\$23.08	\$48,000.00
CBHC Care Manager	\$24.04	\$50,000.00
CBHC Case Manager BA	\$23.08	\$48,000.00
CBHC Case Manager MA	\$25.00	\$52,000.00
CBHC Clinician MA	\$31.25	\$65,000.00
CBHC Clinician Licensed	\$33.65	\$70,000.00
CBHC Clinician CCS MA	\$31.25	\$65,000.00
CBHC Clinician CCS licensed	\$33.65	\$70,000.00
CBHC Community Outreach Worker	\$20.00	\$41,600.00
CBHC Family Partner **	\$23.08	\$48,000.00
CBHC Medical Specialist	\$21.63	\$45,000.00
CBHC Navigator	\$33.65	\$70,000.00
CBHC Navigator Overnight	\$36.06	\$75,000.00
CBHC Navigator licensed	\$36.06	\$75,000.00
CBHC Navigator licensed Overnight	\$38.46	\$80,000.00
CBHC Peer Specialist Certified **	\$23.08	\$48,000.00
CBHC Peer Specialist Non Certified **	\$19.23	\$40,000.00
CBHC Receptionist	\$18.50	\$38,480.00
CBHC Recovery Coach Certified **	\$23.08	\$48,000.00
CBHC Recovery Coach Non certified **	\$19.23	\$40,000.00
CBHC Registered Nurse CCS	\$40.87	\$85,000.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

CBHC Registered Nurse Weekend/Overnight CCS	\$43.27	\$90,000.00
CBHC Stabilization Clinician unlicensed **	\$31.25	\$65,000.00
CBHC Stabilization Clinician unlicensed Overnight **	\$33.65	\$70,000.00
CBHC Stabilization Clinician licensed **	\$33.65	\$70,000.00
CBHC Stabilization Clinician licensed Overnight **	\$36.06	\$75,000.00
CBHC Stabilization Specialists **	\$23.08	\$48,000.00
CBHC Stabilization Specialists Overnight	\$27.88	\$58,000.00
CBHC Stabilization Specialists CCS	\$23.08	\$48,000.00
CBHC Triage Specialist	\$27.40	\$57,000.00
CBHC YCCS Clinician MA	\$31.25	\$65,000.00
Ambulatory (continued)		
CBHC YCCS Registered Nurse	\$40.87	\$85,000.00
CBHC YCCS Registered Nurse Weekend/Overnight CCS	\$43.27	\$90,000.00
CBHC YCCS Stabilization Spec.	\$23.08	\$48,000.00
CCBHC Psych Medical Assistant	\$21.00	\$43,680.00
FRC Family Partner	\$21.48	\$44,680.00
FRC Family Connector	\$21.62	\$44,969.60
FRC Family Support Worker	\$21.48	\$44,680.00
FRC School Liaison	\$21.48	\$44,680.00
FRC Senior Administrative Assistant	\$22.00	\$45,760.00
OP Admin Office Specialist	\$18.25	\$37,960.00
OP Administrative Assistant Concord	\$19.25	\$40,040.00
OP Administrative Assistant Danvers	\$19.25	\$40,040.00
OP Administrative Assistant Everett	\$19.25	\$40,040.00
OP Advanced Clinician	\$27.88	\$58,000.00
OP Billing Specialist	\$18.25	\$37,960.00
OP Certified Peer Specialist	\$20.52	\$42,681.60
OP Clinician LICSW,LMHC,LMFT	\$28.85	\$60,000.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

OP Clinician MA	\$24.04	\$50,000.00
OP Coord School Based Svcs Ind License	\$27.40	\$57,000.00
OP Coord School Based Svcs MA	\$26.44	\$55,000.00
OP Psychiatric Medical Asst Certified	\$20.52	\$42,681.60
OP Psychiatric Medical Asst LPN	\$28.69	\$59,675.20
OP Psychiatric Medical Asst Non Certified	\$19.12	\$39,769.60
OP Recovery Coach Non Certified	\$20.23	\$42,078.40
OP Recovery Coach Certified	\$22.63	\$47,070.40
OP Triage Specialist	\$27.40	\$57,000.00

Ambulatory (continued)		
** \$5,000.00 UC Rate if working in the following Urgent Care Departments:		
Lynn Tri-City Urgent Care		
AMCI (800)		
YMCI (851)		
North Shore Urgent Care		
AMCI (660)		
YMCI (661)		
CBHC Family Partner **	\$25.48	\$53,000.00
CBHC Peer Specialist Certified **	\$25.48	\$53,000.00
CBHC Peer Specialist Non Certified **	\$21.63	\$45,000.00
CBHC Recovery Coach Certified **	\$25.48	\$53,000.00
CBHC Recovery Coach Non certified **	\$21.63	\$45,000.00
CBHC Stabilization Clinician unlicensed **	\$33.65	\$70,000.00
CBHC Stabilization Clinician unlicensed Overnight **	\$36.06	\$75,000.00
CBHC Stabilization Clinician licensed **	\$36.06	\$75,000.00
CBHC Stabilization Clinician licensed Overnight **	\$38.46	\$80,000.00
CBHC Stabilization Specialists **	\$25.48	\$53,000.00

Eliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

Developmental and Specialized Services		
JOB TITLE	Hourly	Annual
BI Asleep Overnight Counselor	\$15.00	\$31,200.00
BI Awake Overnight Counselor	\$18.75	\$39,000.00
BI Residential Counselor	\$18.75	\$39,000.00
BI Support Services Specialist	\$19.25	\$40,040.00
DD Asleep Overnight Counselor	\$15.00	\$31,200.00
DD Awake Overnight Counselor	\$18.25	\$37,960.00
DD Community Developer	\$19.25	\$40,040.00
DD Community Supports Case Manager	\$18.75	\$39,000.00
DD Employment Specialist	\$18.25	\$37,960.00
DD LPN Residential	\$30.13	\$62,680.00
DD RN Residential	\$40.87	\$85,000.00
DD Residential Counselor	\$18.25	\$37,960.00
DD Support Services Case Manager (Kelliher)	\$21.25	\$44,200.00
Relief	\$19.00	
SPECIAL RATE: BI Awake Overnight Counselor	\$19.25	\$40,040.00
Pond Meadow - Braintree		
Cranberry Brook - Braintree		
Attleboro ABI-Achilles Way		
Stoughton ABI-Courtney Street		
Joseph Road - Framingham		
Winter Street - Burlington		

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Juvenile Justice		
JOB TITLE	Hourly	Annual
JJ Administrative Assistant	\$18.25	\$37,960.00
JJ Youth Advocate	\$18.75	\$39,000.00
JJ Youth Advocate I	\$19.40	\$40,352.00
JJ Youth Advocate Coordinator	\$20.58	\$42,806.40
JJ Life and Career Coach	\$23.88	\$49,680.00
JJ Residential Clinician	\$26.44	\$55,000.00
JJ Residential Clinician LICSW,LMHC	\$28.84	\$60,000.00
JJ Residential Cook	\$18.75	\$39,000.00
JJ Residential Cook – Teamworks	\$21.00	\$43,680.00
JJ Transitional Coordinator	\$17.25	\$35,880.00
Nauset		
JJ Administrative Assistant	\$18.25	\$37,960.00
JJ Youth Advocate	\$19.75	\$41,080.00
JJ Youth Advocate I	\$20.47	\$42,577.60
JJ Youth Advocate Coordinator	\$21.76	\$45,260.80
JJ Residential Clinician	\$26.05	\$54,180.00
JJ Residential Clinician LICSW,LMHC	\$27.37	\$56,930.00
Teamworks		
JJ Youth Advocate	\$20.30	\$42,224.00
JJ Youth Advocate I	\$21.01	\$43,700.80
JJ Youth Advocate Coordinator	\$22.31	\$46,404.80
JJ Residential Cook	\$23.10	\$48,048.00
Relief	\$19.00	

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Prevention		
JOB TITLE	Hourly	Annual
EI Dev Specialist BA	\$23.08	\$48,000.00
EI Dev Specialist MA	\$26.44	\$55,000.00
EI LCSW	\$26.44	\$55,000.00
EI LICSW	\$28.84	\$60,000.00
EI LMHC	\$28.84	\$60,000.00
EI Mental Health Specialist MA	\$26.44	\$55,000.00
EI Occupational Therapist	\$31.25	\$65,000.00
EI Physical Therapist DPT	\$28.84	\$60,000.00
EI Physical Therapist MA	\$25.00	\$52,000.00
EI Speech Language Pathologist-MA	\$28.84	\$60,000.00
EI Speech Language Pathologist-Licensed	\$31.25	\$65,000.00
HF Admin Support Specialist	\$18.00	\$37,440.00
HF Clinical Specialist	\$22.19	\$46,155.20
HF Home Visitor BA	\$21.00	\$43,640.00
HF Home Visitor HS	\$19.85	\$41,288.00
HF Intake and Outreach Coord	\$22.43	\$46,658.40
HF Family Support Specialist BA	\$21.00	\$43,640.00
HF Family Support Specialist HS	\$19.85	\$41,288.00
KN Administrative Assistant	\$18.00	\$37,440.00
PRV Mental and Behavioral Health Coach	\$22.59	\$47,000.00
PRV Mental Health Consultant MA, Licensed Eligible	\$26.44	\$55,000.00
PRV Mental Health Consultant, Licensed	\$28.84	\$60,000.00

Mental Health		
JOB TITLE	Hourly	Annual
ACCS Behavioral Health Specialist I	\$19.25	\$40,040.00
ACCS Behavioral Health Specialist II	\$20.25	\$42,120.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

ACCS Certified Nursing Assistant	\$19.25	\$40,040.00
ACCS Dietician	\$27.73	\$57,680.00
ACCS Family Partner	\$21.52	\$44,761.60
ACCS Housing Specialist	\$22.48	\$46,758.40
ACCS Intensive Case Manager BA ***	\$25.00	\$52,000.00
ACCS Intensive Case Manager MA ***	\$26.92	\$56,000.00
ACCS Occupational Therapist OTR/L	\$33.50	\$69,680.00
ACCS Peer Specialist	\$20.52	\$42,680.00
ACCS Recovery Coach	\$21.52	\$44,761.60
ACCS Registered Nurse	\$35.90	\$74,680.00
ACCS Substance Abuse Counselor - LDAC II, CADAC	\$23.88	\$49,680.00
ACCS Substance Abuse Counselor - LDAC	\$28.21	\$58,680.00
BHCP Administrative Assistant	\$19.00	\$39,520.00
BHCP Care Manager ***	\$24.04	\$50,000.00
BHCP Care Transitions Coordinator	\$24.04	\$50,000.00
BHCP Engagement Specialist	\$21.19	\$44,075.20
BHCP Enrollment Specialist	\$22.11	\$46,000.00
BHCP Lead Nurse	\$38.46	\$80,000.00
BHCP Nurse Care Manager LPN	\$27.88	\$58,000.00
BHCP Nurse Care Manager RN	\$33.65	\$70,000.00
Clubhouse Engagement Coordinator	\$19.75	\$41,080.00
Forensic PACT Behavioral Health Specialist III	\$21.60	\$44,928.00
Forensic PACT Case Manager Housing	\$27.88	\$58,000.00
Forensic PACT Case Manager Specialist	\$27.88	\$58,000.00
Forensic PACT Case Manager Substance Abuse	\$27.88	\$58,000.00
Forensic PACT Case Manager Vocational	\$27.88	\$58,000.00
Forensic PACT Peer Specialist	\$24.04	\$50,000.00
Forensic PACT Criminal Justice Specialist	\$32.69	\$68,000.00
Forensic PACT Dual Diagnosis Clinician	\$33.65	\$70,000.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Health Homes Care Manager	\$24.04	\$50,000.00
Health Homes RN	\$33.65	\$70,000.00
HLS Commercial Sexual Exploitation (CSE) Specialist	\$23.08	\$48,000.00
HLS Engagement Counselor BA - PATH	\$23.08	\$48,000.00
HLS Engagement Counselor MA - PATH	\$26.44	\$55,000.00

Mental Health (continued)		
HLS Harm Reduction Specialist	\$22.44	\$46,675.20
HLS Housing Coord. BA - Engage. Center***	\$23.08	\$48,000.00
HLS Housing Coord. MA - Engage. Center***	\$24.04	\$48,000.00
HLS Housing First Coord. BA - CSPECH***	\$23.08	\$48,000.00
HLS Housing First Coord. MA - CSPECH***	\$24.04	\$50,000.00
HLS Housing First Coord. BA - Flex Srv.***	\$23.08	\$48,000.00
HLS Housing First Coord. MA - Flex Srv.***	\$24.04	\$50,000.00
HLS Housing First Coord. BA - E Nav***	\$23.08	\$48,000.00
HLS Housing First Coord. MA - E Nav***	\$24.04	\$50,000.00
HLS Housing First Coord. BA - TPP***	\$23.08	\$48,000.00
HLS Housing First Coord. MA - TPP***	\$24.04	\$50,000.00
HLS Housing First Coord. BA - Low Threshold Housing***	\$23.08	\$48,000.00
HLS Housing First Coord. MA - Low Threshold Housing***	\$24.04	\$50,000.00
HLS Overnight Awake Counselor	\$18.25	\$37,960.00
HLS Peer Engagement Specialist HS/BA - PATH	\$20.04	\$41,680.00
HLS Peer Engagement Specialist MA - PATH	\$25.33	\$52,680.00
HLS Recovery Case Manager	\$19.25	\$40,040.00
HLS Recovery Coach (Non Certified)	\$20.52	\$42,680.00
HLS Recovery Coach (Certified)	\$22.44	\$46,680.00
HLS Recovery Coach-Engagement Center (Unlicensed)	\$21.15	\$44,000.00
HLS Recovery Coach-Engagement Center (Licensed)	\$23.08	\$48,000.00
PACT Administrative Assistant	\$18.25	\$37,960.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

PACT Case Manager ***	\$23.08	\$48,000.00
PACT Dual Diagnosis Clin	\$30.99	\$64,459.20
PACT LPN	\$27.92	\$58,073.60
PACT MA Voc Specialist ***	\$29.46	\$61,276.80
PACT Nurse Case Manager	\$37.34	\$77,680.00
PACT Peer Specialist	\$23.08	\$48,000.00
PACT Recovery Coach	\$23.08	\$48,000.00
Respite LPN	\$28.85	\$60,000.00
Respite Mental Health Specialist II	\$19.25	\$40,040.00
Respite Mobile Recovery Case Manager BA***	\$23.08	\$48,000.00
Respite Mobile Recovery Case Manager MA***	\$24.04	\$50,000.00
Respite Peer Specialist	\$18.75	\$39,000.00
Respite RN	\$34.88	\$72,560.00
Relief	\$19.00	
*** Relief Rate Effective 01.01.2021	\$21.25	
Social Services		
JOB TITLE	Hourly	Annual
FN Data Coordinator	\$18.63	\$38,750.40
FN Education Coordinator	\$26.44	\$55,000.00
FN Service Coordinator	\$23.08	\$48,000.00
SS Administrative Assistant	\$18.25	\$37,960.00
SS Case Manager	\$21.52	\$44,761.60
SS Clinical Case Manager	\$26.44	\$55,000.00
SS Clinical Case Manager LICSW, LMHC	\$28.84	\$60,000.00
SS Milieu Specialist I	\$18.75	\$39,000.00
SS Milieu Specialist II	\$19.75	\$41,080.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

SS LPN	\$29.80	\$62,000.00
SS Registered Nurse	\$40.86	\$85,000.00
SS Service Intake Coord	\$26.44	\$55,000.00
SS Service Intake Coord (licensed)	\$28.84	\$60,000.00
Relief	\$19.00	

Wraparound		
JOB TITLE	Hourly	Annual
CBHI IHT Clinician LICSW, LMHC, LMFT	\$31.25	\$65,000.00
CBHI IHT Clinician MA, LCSW	\$28.85	\$60,000.00
CBHI Intake Coordinator LICSW,LMHC, LMFT	\$28.85	\$60,000.00
CBHI Intake Coordinator MA, LCSW	\$26.44	\$55,000.00
CBHI Therapeutic Mentor	\$21.63	\$45,000.00
CBHI Therapeutic Training & Support Worker	\$22.59	\$47,000.00
CSA Care Coordinator BA	\$22.59	\$47,000.00
CSA Care Coordinator LICSW, LMHC, LMFT	\$28.85	\$60,000.00
CSA Care Coordinator MA, LCSW	\$26.44	\$55,000.00
CSA Family Partner	\$21.63	\$45,000.00
VOCA Clinician MA, LCSW	\$28.85	\$60,000.00
VOCA Clinician LICSW,LMHC,LMFT,LICPSYCH	\$31.25	\$65,000.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Fee-For-Service (FFS) Rates	
JOB TITLE	Rate/hour
Licensed Ph.D	\$43.00
Non-licensed Ph.D	\$34.55
MA	\$32.52
LICSW	\$40.00
LMHC	\$40.00
LMFT	\$40.00
LCSW	\$35.00
LADAC	\$38.25
CADAC	\$34.27
Diagnostic Evaluation-LCSW/MA	\$45.41
Diagnostic Evaluation-LICSW/LMHC	\$55.55
Diagnostic Evaluation-Ph.D	\$55.55
BA Developmental Specialist (EI)	\$35.00
MA Developmental Specialist (EI)	\$40.00
Speech Pathologist (EI)	\$60.00
Occupational Therapist (EI and SS)	\$60.00
Physical Therapist (EI)	\$60.00
LPN	\$35.00
RN	\$55.00
CCS LPN day/evening	\$41.86
CCS LPN weekend/overnight	\$49.36
CCS RN day/evening	\$57.00
CCS RN weekend/overnight	\$64.00
Translator	\$30.00
DUIL	\$61.61
DUIL-Intake	\$33.54
Groups-3-8 members unlicensed clinician	\$54.54

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Groups-3-8 members licensed clinician	\$64.14
Groups-9-10 members unlicensed clinician	\$65.65
Groups-9-10 members licensed clinician	\$76.76
Group Facilitator - Batterers Intervention	\$30.00
Partner Contact	\$40.00
Therapeutic Mentor	\$25.00
IHT Clinician -MA	\$35.27
IHT Clinician – LICSW	\$42.03
IHT Clinician – LMHC	\$41.03
CSA Family Partner	\$25.00
Therapeutic Training & Support Worker	\$25.00
Fee-For-Service Rates (Continued)	
Urgent Care*: External Clinical Staff	\$40.00
Urgent Care*: Internal Clinical Staff	\$45.00
Urgent Care*: External Stabilization Spec. BA	\$23.00
Urgent Care*: Internal Stabilization Spec BA	\$27.00
As FFS employees reach 10 years and 15 years respectively their rates will be increased by 3%	

Side Letter

Eliot Community Human Services, Inc. (ECHS) and SEIU Local 509 agree that the collective bargaining agreement effective 5/1/08 serves to create a single bargaining unit of employees represented by SEIU Local 509 at ECHS.

for Eliot Community Human Services, Inc.

Date

for SEIU Local 509

Date

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding a Recruitment and Retention Bonus Program for newly hired and existing employees.

Effective immediately following the effective date of this MOU, Eliot will pay a bonus in the amount of one thousand, five hundred dollars (\$1,500.00) to existing employees who recruit a new hire into one (1) of the job classifications listed below. The referral, if hired, will also be eligible for a retention bonus in the amount of one thousand, five hundred dollars (\$1,500.00). These bonus payments will be made to both the employee and the new hire according to the benchmarks indicated below. This agreement will remain in effect through **3/31/2021** at which time it will be reevaluated by Eliot as to its effectiveness from a recruitment/retention and budgetary perspective. In the event that the agreement isn't renewed any bonus money as described below will still be paid. The programs and classifications covered under this agreement are as follows:

Programs

- All ACCS residential programs
- All ACCS Respite programs

Classifications

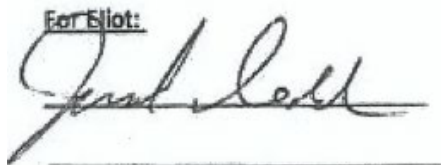
- Behavioral Health Specialist 1
- Behavioral Health Specialist 2
- Mental Health Specialist 2
- Overnight positions
- Certified Nursing Assistant

Bonuses will be paid to both the new hire and the recruiting staff in the following manner:

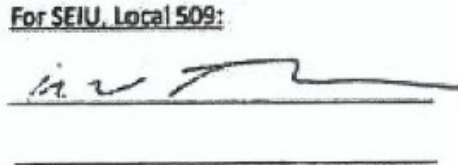
- \$500.00** will be paid after the completion of **two (2) weeks** of employment
- \$500.00** will be paid after the completion of **three (3) months** of employment
- \$500.00** will be paid after the completion of **six (6) months** of employment

In order to be eligible for the bonus, staff must refer candidates who are not already employed by Eliot or who are already contracted by other staffing agencies.

Candidates must indicate who referred them to Eliot upon application to one (1) of the positions listed above. The bonus payouts will remain in effect as long as the new hire remains employed at one (1) of the programs listed above.

For Eliot:


 Date: 12/18/20

For SEIU, Local 509:


 Date: 12/18/2020

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the entry-level pay rates for certain Boston based DYS residential positions.

Effective the Sunday following the date of this MOU, Eliot will increase the entry-level starting rates of pay for the following Boston based DYS residential job classifications by ten percent (10%). This increased rate of pay will remain in effect through **6/30/2021** at which time it will be reevaluated by Eliot as to its effectiveness from a recruitment/retention and budgetary perspective. The programs and classifications covered under this agreement are as follows:



Programs

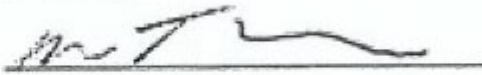

**Eliot Boy's Detention Unit (EBDU)
Eliot Short Term Treatment (ETC)**

Classifications

**Group Care Worker
Group Care Worker I
Group Care Worker II**

On the effective date of this agreement, existing staff employed in these programs, in these same classifications, will also receive a salary increase of ten percent (10%). This increase will remain in effect as long as the staff member remains employed at one (1) of the two (2) programs listed above. The increase described above is not transferable to any other Eliot program or position.

For Eliot:


Date: 1/11/21

For SEIU, Local 509:


Date: 1/11/21

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding the elimination of the DMH Overnight Counselor position in the Respite programs and reclassifying that job title to that of a DMH Mental Health Specialist 2 (MHS 2) effective 3/7/2021.

- The starting pay rate for the DMH MHS 2 position is sixteen dollars (\$16.00) per hour.
- Existing Full Time Respite Overnight staff members who can earn less than sixteen dollars (\$16.00) per hour. will have their rates increased to sixteen dollars (\$16.00) per hour. If the increased pay rate equates to less than a two thousand dollars (\$2,000.00) annual pay increase, the difference between, the annualized pay increase and two thousand dollars (\$2,000.00), will be paid as a one (1)-time bonus to total two thousand dollars (\$2,000.00).
- Existing Full Time respite Overnight staff members who already earn more than sixteen dollars (\$16.00) per hour. will receive a one-time two thousand dollars (\$2,000.00) bonus.
- All bonuses will be pro-rated for Overnight Respite staff members who work a less than full time schedule.

For Eliot:	For SEIU, Local 509:
DocuSigned by: <i>Joe Dodd</i> 3/30/2021 2:39 PM PDT	DocuSigned by: <i>[Signature]</i> 3/31/2021 9:39 AM EDT
DocuSigned by: <i>Sheila Charanian</i> 3/30/2021 4:42 PM EDT	

Date

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding the DD LPN classification:

- The starting salary for the DD LPN position will increase to fifty-eight thousand dollars (\$58,000.00), effective April 11, 2021.

For Eliot:

DocuSigned by:
Joe Dodd 4/15/2021 | 9:49 AM
DocuSigned by:
Sheila Charanian 4/15/2021 | 12:09 PM

For SEIU, Local 509:

DocuSigned by:
PTA TZA 4/15/2021 | 12:54 PM EDT
DocuSigned by:
PTA TZA 4/15/2021 | 12:55 PM EDT

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding the elimination of and reclassification of the Transitional Coordinator position to that of a CYF Group Care Worker II position in all of Eliot's DCF residential programs:

- Effective 4/1/2021 the Transitional Coordinator position in the DCF division will be reclassified as a CYF Group Care Worker II position (GCW II).
- All current DCF Transitional Coordinators will sign the new CYF II job description.
- The entry-level start rate for the CYF GCW II position will remain the same as the former DCF Transitional Coordinator starting rate of sixteen dollars and fifty cents (\$16.50) per hour.
- Effective 4/1/2021 all current DCF Group Care Worker I's will sign the new CYF GCW I job description.
- The starting rate of pay for the new CYF GCW I position will be fifteen dollars and fifty cents (\$15.50) per hour.
- Effective 4/1/2021 all current DCF Group Care Workers will sign the new CYF GCW job description.
- The starting rate of pay for the new CYF GCW position will remain at fifteen dollars (\$15.00) per hour.
- The DCF salary grids will be updated to reflect the changes.

For Eliot:

Developed for
Joe Dohd
4/22/2021 | 4:29
Developed by
Sheila Chapman
4/21/2021 | 5:13

For SEIU, Local 509:

Developed for
AM PDT
4/21/2021 | 6:07 PM ET
Developed by
PM EDK Landy
4/23/2021 | 6:38 AM ET

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the creation of a new position titled as Advanced Clinician in the Ambulatory / Outpatient clinics.

The requirement expectations for the position are listed below:

- The salary for the full-time position(s) will be fifty-eight thousand dollars (\$58,000.00) annually.
- The productivity requirement for the position(s) will be eighty percent (80%), or thirty-two (32) hours of billable outpatient mental health/ substance abuse treatment hours per week.
- Existing staff who are employed in one (1) of these positions will have a period of thirty (30) days to ramp up their caseload to the required eighty percent (80%) productivity rate.
- Newly hired staff employed in one (1) of these positions will have a period of ninety (90) days to ramp up their caseload to the required eighty percent (80%) productivity rate.
- Productivity expectations will be reviewed on a quarterly basis, after the completion of the respective ramp-up periods, to ensure compliance.
- Productivity reviews may occur on a more frequent basis if the employee is not achieving their productivity target.
- Employees, who fail to meet or maintain their productivity requirements, will be subject to either: disciplinary action for just cause, including, demotion, transfer, termination, or voluntary transfer, or a combination, based upon the employees' individual set of circumstances.

For Eliot:

Digitized by:
Joe Dodd

5/5/2021 | 3:24 PM PDT

For SEIU, Local 509:

Digitized by:
[Signature]

5/6/2021 | 9:19 AM EDT

Digitized by:

Sheela Agarwala

5/5/2021 | 4:24 PM EDT

Digitized by:

Mark Gallagher

5/6/2021 | 9:04 AM EDT

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the creation of two new Union pilot positions titled as Care Manager and Registered Nurse in the CCA Health Home/BHCP division.

- The salary for the full-time Care Manager position(s) will be fifty thousand dollars (\$50,000.00) annually.
- The salary for the full time Registered Nurse position(s) will be seventy thousand dollars (\$70,000.00) annually.

The length of the grant is for an unspecified period of time. Staff hired into these union positions will be covered under the terms and conditions of the Collective Bargaining Agreement (CBA).

For Eliot:

Designed by
Joe Dodd

5/7/2021 | 3:48 AM PDT

For SEIU, Local

Designed by
[Signature]

5/7/2021 | 10:44 AM EDT

Designed by
Shila Georgian

5/6/2021 | 7:18 PM EDT

Designed by
Atasha Maida

5/7/2021 | 9:59 AM EDT

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding changes to Eliot's Medical plans effective July 1, 2021.

Effective July 1, 2021, Eliot will implement changes to its medical insurance programs in order to reduce contribution costs to both Eliot and its employees who participate in one (1) of the Agency's medical insurance plans. Attached to the MOU are the agreed-upon plan designs and costs associated with each plan, which will take effect on 7/1/2021. Eliot and the SEIU also agree to the following:

Plan Year 7/1/2021 thru 6/30/2022 (for Staff earning \$19.25/hr. or less)

- Employees who are participating in one (1) of Eliot's medical plans on 7/1/2021 will not have their bi-weekly medical deduction increased for FY2022.
- Employees who change medical plans during open enrollment will have their rate frozen to the rates paid in FY2021 for the plan selected. (FY2021 rates attached)
- Employees will have their rate frozen for the entire FY2022 plan year regardless of any pay increases that may occur during the plan year.

Plan Year 7/1/2021 thru 6/30/2022 (for Staff earning more than \$19.25/hr.)

- Contribution percentages to the former Enhanced Value Plan (now called BCBS PLAN ONE) will remain the same.
- Eliot will increase its bi-weekly contribution to the former Options plan (now called BCBS PLAN TWO) to seventy-six percent (76%) of the total cost of the plan on a bi-weekly basis, effective 7/1/2021. Employees in the new BCBS Plan Two (former options plan) will contribute twenty-four percent (24%) the total cost of the plan on a bi-weekly basis.
- Contribution percentages to the former Access Blue Saver Plan (now called BCBS PLAN THREE) will remain the same.
- New Plan contribution cost contribution sheet attached for FY2022.

Plan Year 7/1/2022 thru 6/30/2023

- Employees who had their medical insurance contributions frozen during the FY2022 plan year (July 1, 2021, thru June 30, 2022), will have their contributions adjusted to the new cost of their respective plan, effective 7/1/2022.

Attachments:

- New plan designs for all three (3) BCBS medical plans being offered.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

- New Contribution costs for all three (3) BCBS medical plans being offered for employees earning more than \$19.25/hr. effective 7/1/2021.
- Contribution costs for all three (3) BCBS medical plans being offered for employees earning \$19.25/hr. or less, effective 7/1/2021.

For Eliot:

DocuSigned by:
Joe Dadd 5/7/2021 | 9:39 AM PDT

DocuSigned by:
Sheda Chapman 5/7/2021 | 12:08 PM EDT

For SEIU, Local 509:

DocuSigned by:
[Signature] 5/7/2021 | 12:12 PM EDT

DocuSigned by:
Samantha Martin 5/7/2021 | 12:16 PM EDT

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Regarding: Engagement Counselors Wage Adjustment

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following wage adjustment for Clubhouse Engagement Counselors:

Effective May 2, 2021, the starting rate for the Clubhouse Engagement Counselors shall be sixteen dollars and fifty cents (\$16.50). Incumbents shall receive a raise equal to one dollar and twenty cents (\$1.20) minus their FY2020 annual raise dollar amount.

For Eliot:		For SEIU, Local 509:
DocuSigned by: <i>Joe Dodd</i>	5/10/2021 10:16 AM EDT	DocuSigned by: <i>[Signature]</i> 5/10/2021 1:17 PM EDT
DocuSigned by: <i>Sheila Charanian</i>	5/10/2021 1:15 PM EDT	

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the entry-level pay rates for RN's, FFS RN's, and FFS LPN's in the ESP program:

Day RN would increase from \$19.24/hour to \$33.24/hour

Evening / Weekend RN would increase from \$31.08/hour to \$36.08/hour

Overnight RN would increase from \$33.02/hour to \$38.02/hour


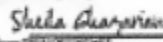
FFS RN currently at \$39.38/hour would be eliminated – creating two (2) new classifications titled:

- FFS RN day / evening at a starting rate of \$43.38/hour
- FFS RN weekend / overnight at a starting rate of \$46.38/hour

FFS LPN currently \$25.74/hour would be eliminated – creating two (2) new classifications titled:


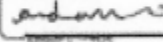
- FFS LPN day / evening at a starting rate of \$28.74/hour
- FFS LPN Weekend / overnight at a starting rate of \$31.74/hour

For Elliot:

DocuSigned by:
 8/18/2021 | 8:55 AM PDT
 Joe Dold
 DocuSigned by:
 8/18/2021 | 11:32 AM EDT
 Sheila Charvatin

Date: _____

For SEIU, Local 509:

DocuSigned by:
 8/18/2021 | 8:34 AM PDT
 [Redacted]
 DocuSigned by:
 8/18/2021 | 11:41 AM EDT
 [Redacted]

Date: _____

Eliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding a Recruitment and Retention Bonus Program for newly hired and existing employees.

Effective immediately following the effective date of this MOU, Eliot will pay a bonus in the amount of one thousand five hundred dollars (\$1,500.00) to existing employees who recruit a new hire into one (1) of the job classifications listed below. The referral, if hired, will also be eligible for a retention bonus in the amount of one thousand five hundred dollars (\$1,500.00). These bonus payments will be made to the employee and new hire according to the benchmarks below. This agreement will remain in effect through **12/31/2021** at which time it will be reevaluated by Eliot as to its effectiveness from a recruitment/retention and budgetary perspective. In the event that the agreement isn't renewed any bonus money as described below will still be paid. The programs and classifications covered under this agreement are as follows:

Programs

All ACCS residential programs
All ACCS Respite programs
DDS Residential Programs

Classifications

Behavioral Health Specialist 1
Behavioral Health Specialist 2
Mental Health Specialist 2
Overnight positions
Certified Nursing Assistant
DD/BI Residential Counselors
DD/BI Overnight Counselors
BI Support Specialists

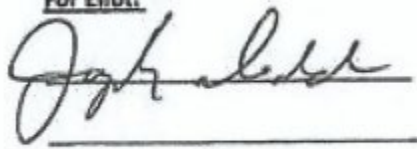
Bonuses will be paid to both the new hire and the recruiting staff in the following manner:

\$500.00 will be paid after the completion of **two (2) weeks** of employment
\$500.00 will be paid after the completion of **three (3) months** of employment
\$500.00 will be paid after the completion of **six (6) months** of employment

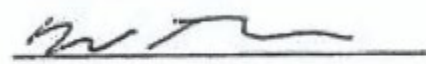
In order to be eligible for the bonus staff must refer candidates who are not already employed by Eliot or who are already contracted by other staffing agencies. Candidates

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

must indicate who referred them to Eliot upon application to one (1) of the positions listed above. The bonus payouts will remain in effect as long as the new hire remains employed at one (1) of the programs listed above.

For Elliot:


Date: 9/27/2021

For SEIU, Local 509:


Date: 9/10/21

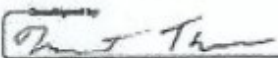
Draft Settlement Regarding Mandatory Covid-19 Vaccinations at Eliot

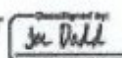
Eliot Community Human Services Inc. and SEIU Local 509 agree as follows:

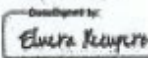
- 1) Effective 10/25/2021 and ongoing all Eliot employees shall be required as of 10/25/2021 as a condition of employment to either:
 - a) Be fully vaccinated against Covid-19, or
 - b) Request and be approved for a medical or religious exemption. Exemption request form is attached.
- 2) Employees who are in the process of becoming vaccinated or having their exemptions approved may be granted an extension beyond the 10/25/2021 deadline for reasonable cause.
- 3) In the event that booster shots become authorized the parties will meet to negotiate how to address booster shots in the context of this agreement.
- 4) Employees who receive an approved exemption from Eliot will be expected to continue to work at their previously assigned job, worksite and schedule and must follow CDC, federal, state, and Eliot guidelines that apply to non-vaccinated employees, including routine testing where required.
- 5) Eliot will not contest unemployment claims of any employees who become separated from employment with Eliot as a result of failing to comply with the requirements in Section 1 above.
- 6) Separation as a result of failing to comply with the requirements in Section 1 above shall not impact any employment reference the employer provides the employee.
- 7) Employees shall be allowed to access vaccination on work time. The time must be requested forty-eight (48) hours in advance and be approved by the Employee's supervisor. Approvals will be based on the operational demands of the program. Eliot will compensate the employee for travel to and from the vaccination site, provided that the company van is not available for use.
- 8) If an employee requires time off from work due to vaccine side effects, they will be able to access MA emergency Paid Sick Time or any similar state or federal-funded program that is in effect. If the employee has run out of such time, the employee will use their own accrued sick leave. Employees who have exhausted their own personal sick leave balance will be eligible to request to borrow up to forty (40) hours of additional sick leave from future earned sick leave. Any time borrowed that is not repaid to Eliot, prior to the employee leaving Eliot will be garnished from the employee's final paycheck.

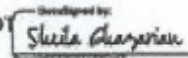
For SEIU 509

for Eliot

Digitally signed by  9/27/2021 | 7:47 AM PDT

Digitally signed by  9/27/2021 | 7:22 AM PDT

Digitally signed by  9/30/2021 | 11:56 AM EDT

Digitally signed by  9/27/2021 | 10:15 AM EDT

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding the entry-level pay rates for Outpatient Recovery Coaches.

Effective the Sunday following the signing of this MOU, the entry-level starting salaries for the **Outpatient Recovery Coaches** will be as follows:

Outpatient Recovery Coach (Non-Certified)	\$40,000.00
Outpatient Recovery Coach (Certified)	\$45,000.00

Those Outpatient recovery Coaches employed on the effective date of this agreement, who make less than the new rates, will have their rates increased to the new rate, retroactive back to 7/1/21 or their hire date whichever is more recent.

For Eliot:

DocuSigned by:
Joe Dodd 11/8/2021 | 2:38 PM EST
DocuSigned by:
Sheila Charanian 11/8/2021 | 3:25 PM EST

For SEIU, Local 509:

DocuSigned by:
[Signature] 11/8/2021 | 12:25 PM PST
DocuSigned by:
Deb Miele 11/8/2021 | 3:26 PM EST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding the entry-level pay rates for ESP Triage Supervisors.

Effective the Sunday, October 31, 2021, the entry-level starting salaries for the ESP Triage Supervisors will be as follows;

ESP Triage Supervisor (MA)	\$55,000.00
ESP Triage Supervisor (LMHC, LMFT, LSCW, MSN, Ph.D.)	\$60,000.00

For Eliot:

Decided by: *Joe Dodd* 11/8/2021 | 2:36 PM PST

Decided by: *Sheila Charanian* 11/8/2021 | 4:21 PM EST

For SEIU, Local 509:

Decided by: *[Signature]* 11/8/2021 | 1:56 PM PST

Decided by: *Ben Mile* 11/8/2021 | 4:22 PM EST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree as follows:

The following applies to start rates and incumbents in the Healthy Families positions of: Home Visitor, Intake and Outreach Coordinator, and Clinical Specialist.

Home Visitor with high school diploma	– \$17.00/hr.
Home Visitor with Bachelor’s Degree	– \$18.02/hr.
Intake and Outreach Coordinator	– \$21.23/hr.
Clinical Specialist	– \$22.19/hr.

Employees in the eligible positions listed above, who remain employed for two weeks from the Monday following the date of execution of this agreement shall be paid as follows:

- A) Those making the current start rate as of 7/1/2021 or after, shall be raised to the new start rate retroactive to 7/1/2021 or their date of hire, whichever is more recent. They will not receive a bonus.

- B) Those whose current pay is less than the new start rate but more than the old start rate shall be brought up to the new start rate and receive a bonus as described below. These increases are retroactive to 7/1/2021 or the date the employee started in the position, whichever is more recent.
 - 1. Those whose current pay is less than the new start rate by \$1.00/hr. or more will be brought up to the new start rate. They shall also receive a bonus payment calculated as follows:
$$(\$2.00 \times (\text{number of hours regularly scheduled per week}) \times 52) - (\text{new start rate minus previous pay rate}) \times (\text{number of regularly scheduled hours/week}) \times 52$$

 - 2. Those whose current pay is less than the new start rate by under \$1.00/hr. shall be given an increase of \$1.00/hr. They shall also receive a bonus payment calculated as follows:
$$(\$2.00 \times (\text{number of hours regularly scheduled per week}) \times 52) - \$1.00 \times (\text{number of regularly scheduled hours/week}) \times 52$$

- C) Those whose current pay is more than the new start rate shall receive increases and/or bonuses as described below. Pay increases are retroactive to 7/1/2021 or the date the employee started in the position, whichever is more recent.
 - 1. Those whose current pay is more than the new start rate shall receive increases and/or bonuses as described below. Pay increases are retroactive to

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

7/1/2021 or the date the employee started in the position, whichever is more recent.

$(\$5,000 \times (\text{number of hours regularly scheduled per week}/40)) - ((\text{new start rate} + \$1.00/\text{hr.}) \text{ minus previous pay rate}) \times (\text{number of regularly scheduled hours}/\text{week}) \times 52)$

- 2. Those whose current pay rate equals or exceeds the new start rate plus \$1.00/hr. will not receive a pay increase but shall receive a bonus calculated as follows:

$\$5,000 \times (\text{number of hours regularly scheduled per week}/40)$

D) All bonus amounts received in accordance with this MOU will be reduced by taxes and normal withholdings.

For Eliot:

in bill
Name

11/15/2021 | 12:50 PM PST
Date

Robert
Name

11/16/2021 | 6:19 AM PST
Date

Stella Chapman
Name

11/15/2021 | 3:43 PM EST
Date

For SEIU, Local 509:

[Signature]
Name

11/15/2021 | 12:53 PM PST
Date

Sophy Trang
Name

11/15/2021 | 3:47 PM EST
Date

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Incentive proposal for E.I. Salaried staff members

Any Early Intervention (E.I.) salaried staff that has completed a minimum of three (3) months of employment, and exceeds their productivity target of fifty-five percent (55%) for a full quarter (July-Sept, Oct-Dec, Jan-Mar, April-June) is eligible to receive a bonus payment. The bonus payment will be calculated as a set fee twenty-five dollars (\$25.00) for each additional hour billed as a clean claim above their cumulative target productivity. Productivity for groups is calculated based on staff time spent facilitating the group, not per child in attendance.

The staff must be in “good standing” and had not received disciplinary action during the quarter being bonused.

The data used to calculate productivity will come directly from the billing system. Serviced that were not reimbursed by insurers due to administrative issues will not be counted in the productivity calculation. The data used to calculate hours worked will come directly from the payroll system. It is staff’s responsibility to check their pay stubs in UKG to ensure that their time is being tracked appropriately. Any discrepancies in a staff’s payroll need to be brought to the immediate attention of the program manager so that the discrepancy can be investigated and corrected if necessary.

Quarterly bonus payments will be paid to eligible staff within forty-five (45) days of the close of the quarter. The program manager and finance department will compile all data and forward to the Division Director for review. After final review, payments will be initiated through payroll.

This pilot program will be reviewed prior to July 1, 2022, to determine if it should be made into a permanent agreement.

For Eliot;

For the Union:

DocuSigned by:
Joe Dodd 11/18/2021 | 7:37 AM PST
EEDNAF1603H495

DocuSigned by:
[Signature] 11/18/2021 | 4:44 AM PST
AD20018313420

DocuSigned by:
K. Smith 11/22/2021 | 5:44 AM PST
7C0F902802747E

DocuSigned by:
Sheila Chapman 11/22/2021 | 5:03 PM EST
D0E750FED0004E7

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the entry level salary for the Coordinator of School Based Services positions in the City of Somerville.

Effective the Sunday following the date of this MOU, Eliot will increase the entry level starting salary for the Coordinator of School Based Services positions working for the City of Somerville to the following:

Coordinator of School Based Services (MA)	\$55,000.00
Coordinator of School Based Services (Licensed)	\$57,000.00

For Eliot:

DocuSigned by:
Joe Dodd 11/29/2021 | 6:55 AM PST
61060F1063E1495...

For SEIU, Local 509:

DocuSigned by:
Tom T 11/29/2021 | 7:39 AM PST
A3260E2E817420...

DocuSigned by:
Sheila Ghazarian 11/29/2021 | 9:29 AM EST
D1CC50F18009EY...

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding regarding Compensation Increases Resulting from the
Receipt of ARPA Funding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree as follows:

The following applies to start rates and incumbents in eligible positions as described in the attached list of eligible job classifications.

1. Effective 7/1/2021 the start rates in eligible positions shall be increased by \$2.25/hr. In the event Eliot does not receive ongoing increases in funding sufficient to maintain these start rates, effective 7/1/2022 (and in successive fiscal years) these start rates will revert to their previously negotiated rates for employees hired in these classifications on or after 7/1/2022. Employees hired prior to 7/1/2022 will retain the pay rate provided for in this MOU.
2. Regular Employees in eligible positions as of 7/1/2021 who remain on the payroll as of the date of execution of this agreement shall be paid as follows:
 - a. Those making the start rate as of 7/1/2021 or after, shall be raised to the new start rate retroactive to 7/1/2021 or their date of hire whichever is more recent. They will not receive a bonus.
 - b. Those whose current pay is less than the new start rate, but more than the old start rate, shall receive increases and bonuses as described below. These increases are retroactive to 7/1/2021 or the date the employee started in the position whichever is more recent.
 - i. Those whose current pay is less than the new start rate by \$1.00/hr. or more will be brought up to the new start rate. They shall also receive a bonus payment calculated as follows:
$$(\$2.25 \times (\text{number of hours regularly scheduled per week}) \times 52) - (\text{new start rate minus previous pay rate}) \times (\text{number of regularly scheduled hours/week}) \times 52$$
 - ii. Those whose current pay is less than the new start rate by under \$1.00/hr. shall be given an increase of \$1.00/hr. They shall also receive a bonus payment calculated as follows:
$$(\$2.25 \times (\text{number of hours regularly scheduled per week}) \times 52) - \$1.00 \times (\text{number of regularly scheduled hours/week}) \times 52$$
 - c. Those whose current pay is more than the new start rate shall receive increases and/or bonuses as described below. Pay increases are retroactive to 7/1/2021 or the date the employee started in the position, whichever is more recent.
 - i. Those whose current pay is more than the new start rate shall receive increases and/or bonuses as described below. Pay increases are retroactive to 7/1/2021 or the date the employee started in the position, whichever is more recent.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

(\$5,000 x (number of hours regularly scheduled per week/40)) – ((new start rate+ \$1.00/hr.) minus previous pay rate) x (number of regularly scheduled hours/week) x 52)

- ii. Those whose current pay rate equals or exceeds the new start rate plus \$1.00/hr. will not receive a pay increase but shall receive a bonus calculated as follows:

(\$5,000 x (number of hours regularly scheduled per week/40))

- d. All bonus amounts received in accordance with this MOU will be reduced by taxes and normal withholdings.
2. Relief employees shall receive a pay increase of \$2.25/hr. retroactive to 7/1/2021 or the date the employees started in the position whichever is more recent. They do not receive a bonus.
 3. Fee-for-service employees in eligible positions shall receive a pay increase of \$2.25/hr. retroactive to 7/1/2021 or the date the employee started in the position, whichever is more recent. They do not receive a bonus.

Effective November 1, 2021, the three (3) year increase of \$2.00/hr. described in appendix G of the parties' collective bargaining agreement (Therapeutic Mentor, Family Partner, and TT&S - \$2.00/hr. increase on third year anniversary) shall no longer apply going forward.

For Eliot CHS

Digitized by Joe Dahl 11/19/2021 | 9:38 AM PST

Digitized by Melinda Matthews 11/30/2021 | 1:23 PM PST

Digitized by Sheela Agarwal 11/19/2021 | 12:18 PM EST

For SEIU 509

Digitized by [Signature] 11/19/2021 | 10:42 AM PST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding renaming the Parent Educator classification and increasing the starting pay rates of the positions:

Upon the signing of this agreement, the following changes will be made to the starting rates:

Replace Parent Educator (HS) @ \$15.00/hour with Family Support Specialist (HS) @ \$17.00/hour

Replace Parent Educator (BA) @ \$16.00/hour with Family Support Specialist (BA) @ \$18.02/hour

Existing staff will have their rates adjusted and be required to sign their respective renamed job descriptions upon the effective date of this agreement.

For Eliot:

DocuSigned by:
Joe Dodd 12/1/2021 | 12:29 PM PST
4006007400744432

For SEIU, Local 509:

DocuSigned by:
[Signature] 12/1/2021 | 12:50 PM PST
4006007400744432

DocuSigned by:
Shila Ghazarian 12/1/2021 | 3:28 PM EST
4006007400744432

DocuSigned by:
P. H. Amin 12/7/2021 | 12:42 PM EST
4006007400744432

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding the Emergency Service Team (EMS) Mobile Crisis Clinician position:

Effective upon signing this MOU:

Incumbent staff in the aforementioned job title shall receive:

- \$500.00 upon hire
- \$1,000.00 after thirty (30) days of employment
- \$1,000.00 after six (6) months of employment

ECHS may upon notification to the union payout sign-on bonuses for targeted new hire positions to the following schedule:

- \$500.00 upon hire
- \$1,000.00 after thirty (30) days of employment
- \$1,000.00 after six (6) months of employment

Should ECHS opt to offer the above sign-on bonus for new hires any staff who are in the Mobile Crisis Clinician position as of the date the sign-on bonus is first offered and who has not yet received a bonus under this MOU shall be eligible. Any Mobile Crisis Clinician who has received a bonus under the MOU shall not be eligible for future bonuses under this MOU.

This Agreement expires on December 31, 2022.

For Eliot:
 DocuSigned by:
Joe Dodd 12/9/2021 | 3:23 PM PST

For SEIU, Local 509:
 DocuSigned by:
[Signature] 12/9/2021 | 1:54 PM PST

DocuSigned by:
[Signature] 12/9/2021 | 4:35 PM EST

DocuSigned by:
Ben Miele 12/9/2021 | 4:37 PM EST

DocuSigned by:
Sheela Agarwala 12/9/2021 | 4:35 PM EST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding Behavioral Health Community Partner (BHCP) Registered Nurses:

Effective upon signing this MOU:

Incumbent staff who have not received a previous sign-on bonus nor have transferred into the BHCP program from another program as a registered nurse in the aforementioned job classification within the BHCP program shall receive:

- \$500.00 upon hire
- \$1,000.00 after thirty (30) days of employment
- \$1,000.00 after six (6) months of employment

Bonuses will be paid to the new hires in the aforementioned job classification and programs on the following manner:

- \$500.00 upon hire
- \$1,000.00 after thirty (30) days of employment
- \$1,000.00 after six (6) months of employment

For Eliot:

DocuSigned by:
Joe Dohd
12/9/2021 | 3:24 PM PST

For SEIU, Local 509:

DocuSigned by:
Robert T...
12/9/2021 | 1:55 PM PST

DocuSigned by:
[Signature]
12/9/2021 | 4:34 PM EST

DocuSigned by:
Sheela Charyan
12/9/2021 | 4:31 PM EST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding the Emergency Services Program (ESP) Per Diem pay rates;

Upon the signing of this agreement, the following will occur to the entry-level Ambulatory pay grid;

The ESP PDR Crisis Clinician rate will increase from \$25.00/hr. to \$30.00/hr.
The ESP PDS Crisis Clinician Overnight rate will increase from \$28.00/hr. to \$33.00/hr.
The ESP PDR Community Intervention Specialist rate will increase from \$18.27/hr. to \$21.52/hr.



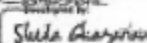
Upon the signing of this agreement, the following ESP Per Diem classifications will be created and added to the entry-level Ambulatory pay grid;

ESP PDR Triage Supervisor at a pay rate of \$32.00/hr.
ESP PDR Triage Supervisor Weekend/Overnight at a pay rate of \$35.00/hr.

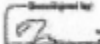
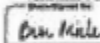
These new positions and rates will take effect beginning on Sunday, January 2, 2022. These new positions and rates will be re-evaluated prior to June 30, 2022, to determine whether they will be continued beyond June 30, 2022.

Current ESP Per Diem staff will have their rates adjusted accordingly on the effective date indicated above.

For Eliot:

	1/10/2022 12:57 PM PST
	1/11/2022 10:50 AM EST
	1/10/2022 3:33 PM EST

For SEIU, Local 509:

	1/11/2022 6:08 AM PST
	1/11/2022 10:10 AM EST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the Emergency Services Program (ESP) entry-level pay rates;

Upon the signing of this agreement, the following will occur to the entry-level Ambulatory pay grid:

<u>Job Classification</u>	<u>Old Rates</u>	<u>New Rates</u>
ESP Admin Office Specialist	\$15.00 \$31,200.00	\$17.25 \$35,880.00
ESP Community Intervention Specialist	\$18.27 \$38,000.00	\$20.52 \$42,681.60
ESP Family Partner	\$16.83 \$35,000.00	\$19.08 \$39,686.40
ESP Mobile Clinician LCSW	\$24.04 \$50,000.00	\$26.29 \$54,683.20
ESP Mobile Crisis Clinician MA	\$23.08 \$48,000.00	\$25.33 \$52,686.40
ESP Mob Cr Clin LICSR LMHC LMFT	\$25.48 \$53,000.00	\$27.73 \$57,678.40
ESP Peer Specialist	\$16.83 \$35,000.00	\$19.08 \$39,686.40
ESP Recovery Coach	\$18.27 \$38,000.00	\$20.52 \$42,681.60
ESP Triage Supervisor MA	\$26.44 \$55,000.00	\$28.69 \$59,675.20
ESP Triage Supervisor LMHC, LMFT, LCSW, LICSW, MSN, Ph.D.	\$28.85 \$60,000.00	\$31.10 \$64,680.00

ESP Staff who work in one (1) of the above job classifications who are employed as of the date of this agreement shall receive a \$2.25/hr. increase to their current pay rate effective Sunday January 2, 2022.

For Eliot:

1/10/2022 | 12:58 PM PST
 1/11/2022 | 10:51 AM EST
 1/10/2022 | 3:35 PM EST

For SEIU, Local 509:

1/11/2022 | 6:09 AM PST
 1/11/2022 | 10:11 AM EST

Eliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the Adult Day Treatment (ADT) and Outpatient pay rates and salaries;

Upon the signing of this agreement, the following will occur to the entry-level Ambulatory and Fee-for-Service pay grids;

<u>Job Classification</u>	<u>Old Rates</u>		<u>New Rates</u>	
ADT Licensed Clinician	\$18.27	\$38,000.00	\$24.04	\$50,000.00
ADT Bachelors Level Clinician	\$16.00	\$33,280.00	\$18.25	\$37,960.00
ADT Masters Level Clinician	\$17.31	\$36,000.00	\$21.63	\$45,000.00
OP Admin Office Specialist	\$15.00	\$33,280.00	\$17.25	\$35,880.00
OP Administrative Assistant Concord	\$16.00	\$33,280.00	\$18.25	\$37,960.00
OP Administrative Assistant Danvers	\$16.00	\$33,280.00	\$18.25	\$37,960.00
OP Administrative Assistant Everett	\$16.00	\$33,280.00	\$18.25	\$37,960.00
OP Billing Specialist	\$15.00	\$31,200.00	\$17.25	\$35,880.00
OP Certified Peer Specialist	\$18.27	\$38,000.00	\$20.52	\$42,681.60
OP Clinician LICSW, LMHC, LMFT	\$21.63	\$45,000.00	\$28.85	\$60,000.00
OP Clinician MA/LC	\$20.19	\$42,000.00	\$24.04	\$50,000.00
OP Psychiatric Medical Asst Certified	\$18.27	\$38,001.60	\$20.52	\$42,681.60
OP Psychiatric Medical Asst LPN	\$26.44	\$55,000.00	\$28.69	\$59,675.20
OP Psychiatric Med Asst Non-Certified	\$15.87	\$33,009.60	\$18.12	\$37,689.60

FEE-FOR-SERVICE

<u>Job Title</u>	<u>Old Rate</u>	<u>New Rate</u>
Licensed Ph.D.	\$37.06	\$39.28
Non-Licensed Ph.D.	\$32.30	\$34.55
MA	\$30.27	\$32.52
LICSW	\$37.03	\$40.00
LMHC	\$36.03	\$40.00
LMFT	\$36.03	\$40.00
LCSW	\$30.27	\$35.00
LADAC	\$36.03	\$38.28
CADAC	\$32.02	\$34.27
DUIL-Intake	\$33.54	\$35.79
Groups 3-8 members unlicensed clinician	\$54.54	\$56.79
Groups 3-8 members licensed clinician	\$61.14	\$66.39
Groups 9-10 members unlicensed clinician	\$65.65	\$67.90
Groups 9-10 members licensed clinician	\$76.76	\$79.01

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree as follows:

The following applies to start rate and incumbents in the **Kidsnet** position of **Administrative Assistant**;

Effective 7/1/2021 the start rate will increase by \$2.00/hr. to \$17.00/hr.

Regular Employees in the Administrative Assistant position shall be paid as follows:

A) Those making the current start rate as of 7/1/2021 or after, shall be raised to \$17.00/hr. retroactive to 7/1/2021 or their date of hire, whichever is more recent. They will not receive a bonus.

B) Those whose current pay rate is less than \$17.00/hr. shall be brought up to \$17.00/hr. and receive a bonus as described below. These increases are retroactive to 7/1/2021 or the date the employee started in the position (Whichever is more recent).

1) Those whose current pay rate is less than \$16.00/hr. will be brought up to the new start rate. They shall also receive a bonus payment calculated as follows:

$(\$2.00 \times (\text{number of hours regularly scheduled per week}) \times 52) - (\text{new start rate minus previous pay rate}) \times ((\text{number of regularly scheduled hours/week}) \times 52)$

2) Those whose current pay rate is between \$16.00/hr. and \$17.00/hr. shall be given an increase of \$1.00/hr. They shall also receive a bonus payment calculated as follows:

$(\$2.00 \times (\text{number of hours regularly scheduled per week}) \times 52) - \$1.00 \times (\text{number of regularly scheduled hours/week} \times 52)$

C) Those whose current pay rate is more than \$17.00/hr. shall receive increases and/or bonuses as described below. Pay rate increases are retroactive to 7/1/2021 or the date the employee started in the position (whichever is more recent).

1) Those whose current pay rate is between \$17.00/hr. and \$18.00/hr. will be brought up to \$18.00/hr. They shall also receive a bonus payment calculated as follows:

$(\$5,000 \times (\text{number of hours regularly scheduled per week}/40)) - (\$18.00/\text{hr. minus previous pay rate}) \times (\text{number of regularly scheduled hours/week} \times 52)$

2) Those whose current pay rate is more than \$19.00 will not receive a pay rate increase but shall receive a bonus calculated as follows:

Eliot Community Human Services Collective Bargaining Agreement

Effective July 1, 2023 through June 30, 2026

(\$5,000 x (number of hours regularly scheduled per week/40))

D) All bonus amounts received in accordance with this MOU will be reduced by taxes and normal withholding.

For Eliot:

DocuSigned by:
Joe Dodd 1/20/2022 | 7:40 AM PST

DocuSigned by:
Sheila Guzman 1/20/2022 | 10:40 AM EST

For SEIU, Local 509:

DocuSigned by:
[Signature] 1/20/2022 | 8:26 AM PST

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding regarding Compensation Increases Resulting from the
Receipt of ARPA Funding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree as follows:

The following applies to start rates and incumbents in the following Mental Health Consultation (MHC) job classifications.

	<u>Old Rate</u>	<u>New Rate</u>
MHC Mental Health and Behavioral Health Coach	\$17.79	\$20.04
MHC Mental Health Consultant MA	\$45,000.00	\$49,670.40
MCH Mental health Consultant, Licensed	\$47,500.00	\$52,187.20

1. Effective 7/1/2021 the start rates in the above referenced positions shall be increased by \$2.25/hr.

A) Those making the start rate as of 7/1/2021 or after, shall be raised to the new start rate retroactive to 7/1/2021 or their date of hire whichever is more recent. They will not receive a bonus.

B) Those whose current pay is less than the new start rate but more than the old start rate shall receive increases and bonuses as described below. These increases are retroactive to 7/1/2021 or the date the employee started in the position whichever is more recent.

i. Those whose current pay is less than the new start rate by \$1.00/hr. or more will be brought up to the new start rate. They shall also receive a bonus payment calculated as follows:

$(\$2.25 \times (\text{number of hours regularly scheduled per week}) \times 52) - (\text{new start rate minus previous pay rate}) \times ((\text{number of regularly scheduled hours/week}) \times 52)$

ii. Those whose current pay is less than the new start rate by under \$1.00/hr. shall be given an increase of \$1.00/hr. They shall also receive a bonus payment calculated as follows:

$(\$2.25 \times (\text{number of hours regularly scheduled per week}) \times 52) - \$1.00 \times ((\text{number of regularly scheduled hours/week}) \times 52)$

C) Those whose current pay is more than the new start rate shall receive increases and/or bonuses as described below. Pay increases are retroactive to 7/1/2021 or the date the employee started in the position, whichever is more recent.

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

- i. Those whose current pay is more than the new start rate shall receive increases and/or bonuses as described below. Pay increases are retroactive to 7/1/2021 or the date the employee started in the position, whichever is more recent.

$(\$5,000 \times (\text{number of hours regularly scheduled per week}/40)) - ((\text{new start rate} + \$1/\text{hr.}) \text{ minus previous pay rate}) \times (\text{number of regularly scheduled hours/week}) \times 52)$

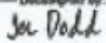
- ii. Those whose current pay rate equals or exceeds the new start rate plus \$1/hr. will not receive a pay increase but shall receive a bonus calculated as follows:

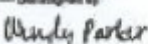
$(\$5,000 \times (\text{number of hours regularly scheduled per week}/40))$


D) All bonus amounts received in accordance with this MOU will be reduced by taxes and normal withholdings.

Incumbents will have their rates adjusted on the Sunday following the signing of this agreement, provided that they are still employed on that Sunday.


For Elliot CHS

Designated by:


Designated by:


Designated by:


For SEIU 509

Designated by:


Date: February 7, 2022

Elliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the Early Intervention (EI) entry-level pay rates;

Effective upon the signing of this agreement, the following EI job classifications will be removed from the Prevention salary grid.

- ▶ **Physical Therapist BA**
- ▶ **Registered Nurse**

Effective Sunday, April 3, 2022, ECHS will increase the entry-level starting rates in the following EI job classifications.


<u>Job Classification</u>	<u>Old Rates</u>		<u>New Rates</u>	
EI Dev Specialist BA	\$17.79	\$37,000.00	\$20.67	\$43,000.00
EI Dev Specialist MA	\$19.23	\$40,000.00	\$22.60	\$47,000.00
EI LCSW	\$19.62	\$40,804.00	\$23.08	\$48,000.00
EI LICSW	\$20.43	\$42,500.00	\$24.04	\$50,000.00
EI LMHC	\$20.43	\$42,500.00	\$24.04	\$50,000.00
EI Mental Health Specialist MA	\$19.23	\$40,000.00	\$22.60	\$47,000.00
EI Occupational Therapist	\$20.43	\$42,500.00	\$26.44	\$55,000.00
EI Physical Therapist DPT	\$25.00	\$52,000.00	\$26.44	\$55,000.00
EI Physical Therapist MA	\$22.60	\$47,000.00	\$25.00	\$52,000.00

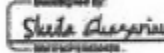
Effective Sunday, April 3, 2022, the EI Speech Language Pathologist job classification will be paid at a MA and Licensed rate as follows:

EI Speech Language Pathologist – MA	\$25.00	\$52,000.00
EI Speech Language Pathologist – Lisc.	\$26.44	\$55,000.00

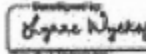
Effective Sunday, April 3, 2022, all incumbents will get the same amount of an increase as the entry-level increase for their classification (pro-rated for less than full time).

For Eliot:

Authorized by


 Authorized by


For SEIU, Local 509:

Authorized by


Date: April 4, 2022

Eliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU), Agree to the following changes in entry-level salaries for the following bargaining unit positions in the **ACCS Programs**, effective June 26, 2022:

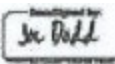

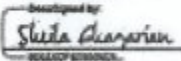
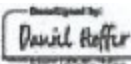
Intensive Case Manager, BA: salary will increase to fifty-two thousand dollars (\$52,000.00) annually, from forty-two thousand, six hundred and eighty dollars (\$42,680) annually.

Intensive Case Manager, MA: salary will increase to fifty-six thousand dollars (\$56,000.00) annually, from forty-six thousand, six hundred and eighty dollars (\$46,680.00) annually.

ECHS and SEIU also agree that incumbents in the above job classifications currently earning less than the new entry-level salaries in the above job classification shall have their salaries increased to the new minimum, (pro-rated for less than full-time employment), effective June 26, 2022.

Incumbents in the following **ACCS Program** bargaining unit position as of June 22, 2022 shall receive a one thousand dollar (\$1,000.00) bonus on June 24, 2022:

**Peer Specialists,
Housing Specialists,
Family Partners,
Recovery Coaches, and
Substance Abuse Counselors.**

For Eliot:  <hr/>  <hr/>  <hr/>	For the Union:  <hr/>
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Date: June 21, 2022

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the **Coordinator–School Based Services** entry-level pay rates and salaries;

Upon the signing of this agreement the following will occur to the entry-level Ambulatory pay grid:

<u>Current Job Classification</u>	<u>Old Rates</u>	<u>New Rates</u>
OP Coord School Based Services – Ind. License	\$24.04 \$50,000.00	\$27.40 \$57,000.00
OP Coord School Based Services – MA	\$23.08 \$48,000.00	\$26.44 \$55,000.00

The following two classifications will be removed from the Ambulatory pay grid effective 7/1/2022.

OP Coord School Based Services MA – Somerville
OP Coord School Based Services Ind. License – Somerville

These new rates will take effect beginning on **Friday, July 1, 2022**.

Incumbents in the coordinator – School Based Services classifications will have their rates/salaries adjusted accordingly, on the effective date indicated above, provided that they are employed with Eliot on July 1, 2022.

For Eliot: Joe Dodd
 For the Union: Lynne Wyzekoff
[Signature]
Sheela Ghargarian

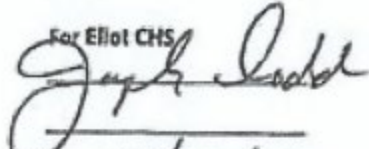
Date: July 5, 2022

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

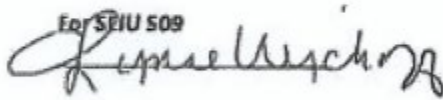
Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree as follows:

Effective 7/1/2022, a new classification will be added to the **Ambulatory** union pay scale titled **Family Partner – CCBHC** with a starting rate of pay of **twenty dollars (\$20.00) /hr., forty-one thousand, six hundred dollars (\$41,600.00) annualized.**

For Eliot CHS


7/22/22

For SEIU 509


Date: 7/22/22

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding CBHC starting pay rates and Job Descriptions:

Attachment 1: CBHC Union Job Classification and Pay Rates

Attachment 2: CBHC Union Job Descriptions

Incumbent ESP staff accepting offers into CBHC positions will receive their new CBHC position pay rate retroactive to 7/1/2022 after they sign their new job descriptions.

Incumbent ESP staff with between one to four (1-4) years of service with Eliot will receive an additional one dollar and twenty-five cents (\$1.25) to the starting pay rate of the CBHC position they are hired into.

Incumbent ESP staff with five and above (5+) years of service with Eliot will receive an additional two dollars and fifty cents (\$2.50) to the Starting pay rate of the CBHC position they are hired into.

Eliot Community Human Services Collective Bargaining Agreement

Effective July 1, 2023 through June 30, 2026

Incumbent ESP staff who apply for and get hired into a CBHC position that has a starting pay rate less than their current ESP position pay rate will keep their higher rate of pay provided that the new CBHC position is comparable to their current ESP position (as determined by Eliot).

Retention Bonus Program for incumbent ESP Staff who are hired into one (1) of the new CBHC Job Classifications:

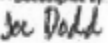
A. Five thousand dollars (\$5,000.00) retention bonus to incumbent ESP Staff employed prior to September 1, 2022 (excluding Per Diem Staff)

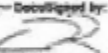
1. The bonus will be paid in two (2) equal payments of two thousand, five hundred dollars (\$2,500.00) as follows:
 - a. First (1st) payment: After applying for and accepting offer into any CBHC position including Management positions.
 - b. Second (2nd) payment: Six (6) months after accepting the CBHC position, provided that the union member is still in that CBHC position.

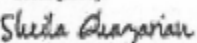
B. Two thousand, five hundred dollars (\$2,500.00) retention bonus to incumbent ESP Per Diem Staff who have maintained an average of eight (8) hours of work per week over the previous six (6) months from March 1, 2022 thru September 1, 2022.

1. The bonus will be paid in two (2) equal payments of one thousand, two hundred and fifty dollars (\$1,250.00) as follows:
 - a. First (1st) payment: After applying for and accepting offer into any CBHC position.
 - b. Second (2nd) payment: Six (6) months (from September 1, 2022), if they continue to maintain eight (8) hours of work per week during that time period.

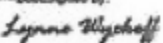
For Eliot:

Declassified by:


Declassified by:


Declassified by:


For SEIU, Local 509:

Declassified by:


Date: August 19, 2022

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the creation of the following bargaining union positions and entry-level salaries in the **Homeless Services** Division, effective October 2, 2022.

<u>Position</u>	<u>Hourly</u>	<u>Annual Salary</u>
HLS Housing Coord. BA – Engagement Center	\$23.08	\$48,000.00
HLS Housing Coord. MA – Engagement Center	\$24.04	\$50,000.00
HLS Housing First Coord BA – CSPECH	\$23.08	\$48,000.00
HLS Housing First Coord MA – CSPECH	\$24.04	\$50,000.00
HLS Housing First Coord BA – Flex	\$23.08	\$48,000.00
HLS Housing First Coord MA – Flex	\$24.04	\$50,000.00
HLS Housing First Coord BA – E Nav	\$23.08	\$48,000.00
HLS Housing First Coord MA – E Nav	\$24.04	\$50,000.00
HLS Housing First Coord BA – TPP	\$23.08	\$48,000.00
HLS Housing First Coord MA – TPP	\$24.04	\$50,000.00


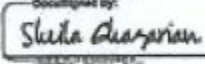
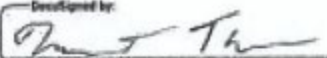

Incumbents will be placed into the corresponding union job descriptions associated with their current program and educational level.

Eliot will recognize incumbents original hire date with Eliot (adjusted per contract restrictions) as their union seniority date, to include anniversary increases.

Incumbents shall receive a two percent (2%) anniversary increase on their FY2022 anniversary date or be moved to the new start rate for their job classification on October 2, 2022, whichever results in a higher hourly rate.

Incumbents who received more than a two percent (2%) raise on October 2, 2022, shall not receive their FY2023 Anniversary raise, all other incumbents shall receive their negotiated increase on their anniversary date as per the collective bargaining agreement.

Incumbents will maintain their current vacation and sick leave accrual rates and then follow the union contract for future increase in vacation accrual.

For Eliot:  	For the Union:  
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Date: October 12, 2022

Eliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to increase the starting rates of pay for the classification of Home Visitor and Family Support Specialist in the Healthy Families program in the Prevention Division, effective November 14, 2022.

<u>Position</u>	<u>New Hourly</u>	<u>New Annual Salary</u>
Home Visitor HS – Healthy Families	\$18.85	\$39,208.00
Home Visitor BA – Healthy Families	\$20.00	\$41,600.00
Family Support Specialist – Healthy Families HS	\$18.85	\$39,208.00
Family Support Specialist – Healthy Families BA	\$20.00	\$41,600.00

Incumbents in the **HS** classifications will receive an hourly pay rate increase of **\$1.85/hr.** to their current pay rate and incumbents in the **BA** classifications will receive an hourly pay rate increase of **\$1.98/hr.** to their current pay rate. These increases to incumbents pay rates will take effect on Monday, November 14, 2022.

For Eliot: Deedigned by: Joe Dodd
Deedigned by: Sheila Chapman

For the Union: Deedigned by: Lynne Wietzoff
Deedigned by: Sarahy Keany

Date: November 1, 2022

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to increase the starting rates of pay for the following job classifications and FFS positions in the **Wraparound Division**, effective **November 28, 2022**.

<u>Job Title</u>	<u>New Hourly</u>	<u>New Annual</u>
CBHI IHT Clinician LICSW, LMHC, LMFT	\$31.25	\$65,000.00
CBHI IHT Clinician MA, LCSW	\$28.85	\$60,000.00
CBHI Intake Coordinator LICSW, LMHC, LMFT	\$28.85	\$60,000.00
CBHI Intake Coordinator MA, LCSW	\$26.44	\$55,000.00
CBHI Therapeutic Mentor	\$21.63	\$45,000.00
CBHI Therapeutic Training & Support Worker	\$22.59	\$47,000.00
CSA Care Coordinator BA	\$22.59	\$47,000.00
CSA Care Coordinator LICSW, LMHC, LMFT	\$28.85	\$60,000.00
CSA Care Coordinator MA, LCSW	\$26.44	\$55,000.00
CSA Family Partner	\$21.63	\$45,000.00
VOCA Clinician MA, LCSW	\$28.85	\$60,000.00
VOCA Clinician LICSW, LMHC, LMFT, Lic. Psych	\$31.25	\$65,000.00

<u>WRAP FFS Rate Increases</u>	<u>Old Rate</u>	<u>New Rate</u>
Therapeutic Mentor	\$22.25	\$25.00
IHT Case Manager	\$22.25	\$25.00
IHT Clinician – MA	\$32.52	\$35.27
IHT Clinician – LICSW	\$39.28	\$42.03
IHT Clinician – LMHC	\$38.28	\$41.03
Therapeutic Training & Support Worker	\$22.25	\$25.00
Family Partner	\$22.25	\$25.00

Incumbents in the **above listed job** classifications will receive the same hourly pay rate increase to their current pay rate. These increases to incumbents pay rates will take effect on Monday November 28, 2022.

For Eliot: _____
Identified by: *Joe Dold*

Identified by: *Sheila Amador*

For the Union: _____
Identified by: *Lynne Wyckoff*

Identified by: *[Signature]*

Identified by: *Sissy Velazquez*

Date: 11/28/2022

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to apply the DMH special relief rate of **twenty-one dollars and twenty-five cents (\$21.25) /hr.**, to the job classifications listed below, effective Sunday, **December 4, 2022.**

- HLS Housing Coord. BA – Engage. Center
- HLS Housing Coord. MA – Engage. Center
- HLS Housing First Coord. BA – CSPECH
- HLS Housing First Coord. MA – CSPECH
- HLS Housing First Coord. BA – Flex Srv.
- HLS Housing First Coord. MA – Flex Srv.
- HLS Housing First Coord. BA – E Nav
- HLS Housing First Coord. MA – E Nav
- HLS Housing First Coord. BA – TPP
- HLS Housing First Coord. MA – TPP
- HLS Housing First Coord. BA – Low Threshold Housing
- HLS Housing First Coord. MA – Low Threshold Housing

This agreement will remain in effect through June 20, 2023. Prior to the expiration of this MOU, it will be reevaluated by Eliot as to whether or not it will be extended beyond June 30, 2023.

For Eliot: Designated by: Joe Dadd
DocuSign Envelope ID: [redacted]

Designated by: Sheila Georgian
DocuSign Envelope ID: [redacted]

For the Union: Designated by: Lynae Wyckoff
DocuSign Envelope ID: [redacted]

Date: 12/12/2022

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

Ambulatory

<u>Job Title</u>	<u>Hourly</u>	<u>Annual</u>
ADT Licensed Clinician	\$24.04	\$50,000.00
ADT Bachelor Level Clinician	\$18.25	\$33,820.00
ADT Master Level Clinician	\$21.63	\$45,000.00
CBHC Administrative Assistant	\$20.18	\$42,000.00
CBHC Administrative Assistant Urgent Care	\$23.08	\$48,000.00
CBHC Case Manager BA	\$23.08	\$48,000.00
CBHC Case Manager MA	\$25.00	\$52,000.00
CBHC Clinician MA	\$31.25	\$65,000.00
CBHC Clinician Licensed	\$33.65	\$70,000.00
CBHC Clinician CCS MA	\$31.25	\$65,000.00
CHBC Clinician CSS Licensed	\$33.65	\$70,000.00
CBHC Family Partner **	\$28.85	\$48,000.00
CBHC Medical Specialist	\$28.85	\$45,000.00
CBHC Navigator **	\$26.44	\$65,000.00
CBHC Navigator Overnight **	\$33.65	\$70,000.00
CBHC Navigator Licensed **	\$33.65	\$70,000.00
CBHC Navigator Licensed Overnight **	\$36.06	\$75,000.00
CBHC Peer Specialist Certified **	\$23.08	\$48,000.00
CBHC Peer Specialist Non Certified **	\$19.23	\$40,000.00
CBHC Recovery Coach Certified **	\$23.08	\$48,000.00
CBHC Recovery Coach Non Certified **	\$19.23	\$40,000.00
CBHC Registered Nurse CCS	\$40.87	\$85,000.00
CBHC Registered Nurse Weekend / Overnight CCS	\$43.27	\$90,000.00
CBHC Stabilization Clinician Unlicensed **	\$31.25	\$65,000.00
CBHC Stabilization Clinician Unlicensed Overnight **	\$33.65	\$70,000.00
CBHC Stabilization Clinician Licensed **	\$33.65	\$70,000.00
CBHC Stabilization Clinician Licensed Overnight **	\$36.06	\$75,000.00
CBHC Stabilization Specialists **	\$23.08	\$48,000.00
CBHC Stabilization Specialists Overnight **	\$25.48	\$53,000.00
CBHC Stabilization Specialists CCS	\$23.08	\$48,000.00
CBHC YCCS Clinician MA	\$31.25	\$65,000.00
CHBC YCCS Clinician Licensed	\$33.65	\$70,000.00
CHBC YCCS Registered Nurse	\$40.87	\$85,000.00
CHBC YCCS Registered Nurse Weekend / Overnight CCS	\$43.27	\$90,000.00
CHBC YCCS Stabilization Specialists	\$23.08	\$48,000.00

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

CCBHC Case Manager BA	\$21.63	\$45,000.00
CCBHC Case Manager MA	\$24.04	\$50,000.00
CCBHC LPN	\$27.40	\$57,000.00
CCBHC Family Partner	\$20.00	\$41,600.00
CCBHC Triage Specialist	\$27.40	\$57,000.00
CCBHC Peer Specialist Certified	\$19.23	\$40,000.00
CCBHC Peer Specialist Non Certified	\$17.79	\$37,000.00
CCBHC Recovery Coach Certified	\$21.63	\$45,000.00
CCBHC Recovery Coach Non Certified	\$19.23	\$40,000.00
CCHBC Psych Medical Assistant	\$21.00	\$43,680.00
CSP Case Manager	\$16.00	\$33,280.00
FRC Family Partner	\$21.48	\$44,680.00
FRC Family Connector	\$21.62	\$44,969.60
FRC Family Support Worker	\$21.48	\$44,680.00
FRC School Liaison	\$21.48	\$44,680.00
OP Admin Office Specialist	\$17.25	\$35,880.00
OP Administrative Assistant Concord	\$18.25	\$37,960.00
OP Administrative Assistant Danvers	\$18.25	\$37,960.00
OP Administrative Assistant Everett	\$18.25	\$37,960.00
OP Billing Specialist	\$17.25	\$35,880.00
OP Certified Peer Specialist	\$20.52	\$42,681.60
OP Clinician LICSW, LMHC, LMFT	\$28.85	\$60,000.00
OP Clinician MA	\$24.04	\$50,000.00
OP Coord School Based Svcs Ind License	\$27.40	\$57,000.00
OP Coord School Based Svcs MA	\$26.44	\$55,000.00
OP Psychiatric Medical Asst Certified	\$20.52	\$42,681.60
OP Psychiatric Medical Asst LPN	\$28.69	\$59,675.20
OP Psychiatric Medical Asst Non Certified	\$18.12	\$37,689.60
OP Recovery Coach Non Certified	\$19.23	\$40,000.00
OP Recovery Coach Certified	\$21.63	\$45,000.00

** \$5,000.00 differential if working in Urgent Care Departments


Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

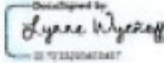
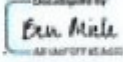
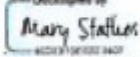
Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to increase the annual starting rates of pay by **five thousand dollars (\$5,00.00)** for the following Urgent Care job classifications, in the **Ambulatory Division**, effective **January 3, 2023**:

<u>Job Classification</u>	<u>New Hourly</u>	<u>New Annual</u>
CBHC Family Partner	\$25.00	\$52,000.00
CBHC Navigator	\$33.65	\$70,000.00
CBHC Navigator Overnight	\$36.06	\$75,000.00
CBHC Navigator Licensed	\$36.06	\$75,000.00
CBHC Navigator Licensed Overnight	\$38.46	\$80,000.00
CBHC Peer Specialist Certified	\$25.48	\$53,000.00
CBHC Peer Specialist Non-Certified	\$21.63	\$45,000.00
CBHC Recovery Coach Certified	\$25.48	\$53,000.00
CBHC Recovery Coach Non-Certified	\$21.63	\$45,000.00
CBHC Stabilization Clinician Unlicensed	\$33.65	\$70,000.00
CBHC Stabilization Clinician Unlicensed Overnight	\$36.06	\$75,000.00
CBHC Stabilization Clinician Licensed	\$36.06	\$75,000.00
CBHC Stabilization Clinician Licensed Overnight	\$38.46	\$80,000.00
CBHC Stabilization Specialists	\$25.48	\$53,000.00
CBHC Stabilization Specialists Overnight	\$27.78	\$58,000.00

Incumbents in the **above listed job** classifications will receive the same pay rate increase to their current pay rate. These increases to incumbents pay rates will take effect on January 3, 2023.

For Eliot: 


For the Union: 



Date: 2.1.2023

Eliot Community Human Services Collective Bargaining Agreement
 Effective July 1, 2023 through June 30, 2026

Memorandum of Understanding

Eliot Community Human Services (ECHS) and SEIU Local 509 (SEIU) agree to the following regarding increasing the hourly pay rates for the **CBHC CCS RN FFS** and **CBHC CCS LPN FFS** positions.

Effective Sunday, **February 5, 2023**, Eliot will increase the CBHC CCS FFS hourly rates for RN and LPN classifications as indicated below:

<u>Classification</u>	<u>Old Rate</u>	<u>New Rate</u>
CCS LPN Day / Evening	\$28.74	\$41.86
CCS LPN Weekend / Overnight	\$31.74	\$49.36
CCS RN Day / Evening	\$43.38	\$57.00
CCS RN Weekend / Overnight	\$46.38	\$64.00

Incumbents in the above listed job classifications will receive the same hourly pay rate increase to their current pay rate effective Sunday, **February 5, 2023**.

For Eliot:

DocuSigned by
Joe Dodd
EJ29AF 128M 1432

DocuSigned by
Sheila Asgarian
82E6L0P 6 822242 8

For SEIU, Local 509:

DocuSigned by
Lynne Metchoff
35 7E 3222048 0317

Date: February 10, 2023

Eliot Community Human Services Collective Bargaining Agreement
Effective July 1, 2023 through June 30, 2026

**CSA Memorandum of Understanding
August 18, 2025**

CSA Care Manager: \$55,000.00 BA level; \$60,000 MA level
CSA Family Partner: \$55,000.00 BA level; \$60,000 MA level

FIT Care Manager: \$60,000.00
FIT Family Partner: \$60,000.00
FIT Clinician: \$75,000.00 for (MA, LCSW) level; \$80,000.00 for independently licensed (LICSW, LMHC, LMFT)

Incentive Pay:

CSA/FIT staff, who work approved overtime, will be compensated in the following manner:

- **Hourly staff (Family Partners) will be paid overtime (1.5 x the staff's pay rate) for time worked over 40 hours in a week.**
- **Salaried staff (Care Managers) will be paid a rate #2 for additional time worked as indicated below;**
 - o **CSA Care Manager BA Level rate #2 - \$40.00/hr.**
 - o **CSA Care Manager MA Level rate #2 - \$43.00/hr.**
 - o **FIT Care Manager rate #2 - \$43.00/hr.**

Longevity pay:

Existing staff who stay on with Eliot will receive additional longevity pay in the following manner:

- Less than one year of service - move to starting rate of the new position.
- Over one year of service:

A) Move to the new starting rate for the position if the staff's current rate is lower and receive an additional 1% pay increase for each year of seniority up to a maximum of 10% total increase above the new starting rate.

B) If a staff is already making over the new starting rate for the position, the staff will keep their pay rate and receive an additional 1% pay increase for each year of seniority up to a maximum of 10% total increase above the staff's current pay rate.

C) Eliot will add **months of service * to the longevity calculation for staff with less than 10 years of seniority with Eliot.**

***Example: If a staff member has 5 years and 5 months seniority, their increase would be a 5.5% increase to their pay rate.**

For Eliot:

DocuSigned by:
Joseph Dodd
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10/27/2025 | 3:44 PM EDT

DocuSigned by:
Anson Katz
UC875B4C2F9D41B...

10/27/2025 | 4:04 PM EDT

DocuSigned by:
Sheila Charzarian
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10/27/2025 | 3:38 PM EDT

For SEIU, Local 509:

DocuSigned by:
Sydney Wyckoff
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10/28/2025 | 11:01 AM EDT

DocuSigned by:
Angelo Colucci
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10/28/2025 | 10:57 AM EDT