

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
LOCAL 509**

AND

BRIDGEWELL

July 1, 2023

to

June 30, 2026

"Those who profess to favor freedom, and yet depreciate action, are people who want crops without plowing the ground; they want rain without thunder and lightning; they want the ocean without the roar of its many waves.

"The struggle may be a moral one, or it may be a physical one, or it may be both. But it must be a struggle. Power concedes nothing without a demand; it never has and it never will."

Frederick Douglass, 1857

Your Rights on the Job

Everyone wants smooth working relationships, but problems arise in every workplace. As an SEIU member, you have the right to Union protection and representation. This right is guaranteed by your contract.

When problems arise, talk to your steward

If you think your employer has violated your rights, or if you have questions about work, talk with your Steward. Your Steward is your on-the-job Union representative for answering questions and resolving problems. When you have questions or concerns, it's always best to talk to a Steward or Field Representative promptly.

If your boss has violated a right protected by your contract, you have the right to file a formal complaint, called a "grievance". Grievances must be filed within a specific number of days, so read your contract to find out the exact procedure and timeline for your workplace.

You have a right to Union Representation

You have the right to representation by your Steward or Field Representative during conversations with any supervisor that could potentially lead to discipline or termination. These include investigations. These are your "Weingarten rights," a right that only union workers have!

If you think that answering your boss's questions could lead to you being disciplined or fired, you must follow these important steps:

- 1. Request union representation.** You must ask for a union steward or representative before or during the interview.
- 2. Do not answer any questions or make any statements without a steward or union representative present.** You cannot be forced to make a statement or answer questions. Just keep repeating that you want a union representative present. If your steward is unavailable tell the supervisor that you want to reschedule the meeting for a time when a steward can make it. Contact your steward right away and he or she can make the appropriate arrangements.

The Weingarten rights do not apply to everyday conversations between members and supervisors regarding regular job duties or performance.

Your Rights and Responsibilities in the Union

Your Rights:

- √ The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.
- √ The right to choose the leaders of the union in a fair and democratic manner.
- √ The right to a full accounting of union dues and the proper stewardship over union resources.
- √ The right to participate in the union's bargaining efforts and to approve union contracts.
- √ The right to have members' concerns resolved in a fair and expeditious manner.

Your Responsibilities:

- √ The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's coworkers and all workers.
- √ The responsibility to get informed about the internal governance of the union and to participate in the conduct of the union's affairs.
- √ The responsibility to contribute to the support of the union.
- √ The responsibility to treat all workers and members fairly.
- √ The responsibility to offer constructive criticism of the union.

How to Participate in Your Union

Be a vigilant union member. The rights we have earned depend on you to protect them. Read your contract. Talk with your co-workers.

Attend union meetings when you can.

Worksite Stewards are SEIU's primary representatives in the workplace. Stewards help other members by providing information and assistance on grievances, contract questions, and other issues.

Chapter Officers. Each Local 509 chapter elects its own officers and representatives to the Joint Executive Board. Members who serve as a Chapter Officer, or on the local's Executive Board, help to ensure that the local addresses members' needs and interests.

Committees and Caucuses. Our committees and caucuses work to protect workers from discrimination and unsafe working conditions. Local 509 has many active committees and caucuses including the Organizing Committee, the Veterans Committee, the Lavender Caucus, and the Health and Safety Committee.

Member Organizers are active members who help organize non-union workers into SEIU. Organizing others in our industry who don't have the benefit of union jobs – and raising their standard of living – is an important way we can improve our own jobs. We can make a better life for our families if we stand together and organize for strength in our industry.

Member Political Organizers (MPOs) are members who help organize co-workers around political activities that will improve life for working families. MPOs work on local political campaigns and have opportunities to travel to assist on campaigns in other areas.

SEIU encourages members to be politically active. We need to register to vote and go to the polls on election day. We must use our strength in numbers to build political strength, and to hold lawmakers accountable for protecting our rights and supporting the issues important to working families.

The Committee on Political Education (COPE) raises voluntary contributions from SEIU members to help identify and support legislators who are supportive of our issues.

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PREAMBLE

Agreement effective this 1st day of July, 2023 by and between Bridgewell, hereinafter called “Employer” or “Agency” and Service Employees International Union, Local 509, hereinafter called the “Union.”

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative of employees in the bargaining unit set forth in the Certification of Representative, NLRB Case 01-RC- 022527. Dual function employees whose primary function are managerial or supervisory shall not be in the bargaining unit.

ARTICLE 2 – RESPECT AND DIGNITY

The parties agree that all employees shall be treated with dignity and respect. This includes not only supervisors treating bargaining unit employees with respect and dignity, but also bargaining unit employees treating staff with dignity and respect. Additionally, bargaining unit employees shall treat the individuals the Agency services, and their families and guests, with dignity and respect.

ARTICLE 3 – NON-DISCRIMINATION

The Agency and the Union will not discriminate against any employee on account of race, color, religion, national origin, citizenship, political belief, sex, age, physical, intellectual or emotional disability, gender identity or expression, sexual orientation, marital status, veteran status, union membership or activity, or any other characteristic protected by law. The Agency and the Union will not tolerate discrimination or harassment, including but not limited to sexual harassment.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 Except as expressly restricted by a specific provision of this Agreement, the Agency retains all rights, powers, and authority exercised or held by it prior to the certification by the National Labor Relations Board of the Union as the collective bargaining agent of the employees covered by this Agreement.

4.2 Without limiting the generality of the foregoing, these rights shall include, but are not limited to, the exclusive right and sole discretion to: direct and manage its business; determine all business and financial policies; determine all methods and means of operation; select and determine the number and qualifications of employees required; direct the work force; schedule and assign work or shifts to specific employees; determine the starting and ending time and the number of hours to be worked; determine and change the methods of operating its business; add or discontinue processes or operations in whole or in part, temporarily or permanently; hire, assign, transfer and promote employees; lay off, terminate or otherwise relieve employees from duty for lack of work or other business reasons; suspend, demote, discipline and discharge employees for just cause; determine and change at its sole discretion the number of locations of its operations; relocate its operations; abide by directives of contracting authorities or funding sources as to operations governed by such contracts or funding provided those directives do not conflict with a specific provision of the Agreement; to adopt workplace policies provided those policies do not conflict with a specific provision of the Agreement; and adopt from time to time reasonable rules and regulations for the purposes of efficiency, safety and discipline.

4.3 The foregoing enumeration of specific rights retained by the Agency is not

intended to be a waiver of any rights of the Agency not listed unless specifically surrendered in this Agreement, whether or not such rights have been exercised by the Agency in the past.

4.4 The management rights recited above are not subject to the grievance and/or arbitration procedure of this Agreement unless in the exercise of such rights the Agency has violated a specific provision of this Agreement. Nevertheless, the Union reserves the right to grieve/arbitrate a claim that a rule or regulation adopted by the Agency is unreasonable.

ARTICLE 5 – UNION SECURITY

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

5.2 Any employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting

an employee organization shall not be required to join or financially support the Union. Those employees may, in lieu of Agency Fees, pay sums equal to such Agency Fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. If the need to designate such charitable funds arises, the parties shall meet to select any such funds.

5.3 An employee may consent in writing to the authorization of the deduction of Union dues and/or agency service fees from his/her pay and to the designation of the Union as the recipient thereof.

5.4 The Employer agrees to deduct Union dues and/or agency service fees from the pay of employees who voluntarily authorize such deductions by submitting the signed authorization to the Employer. If an employee wishes to revoke his/her dues or agency service fee deduction authorization, the employee may do so by providing written notice to the Employer who will forward a copy of such notice to the Union. Deductions shall be made in the amounts certified by the Union as those uniformly required as a condition of acquiring or maintaining membership, or satisfying an employee's agency fee obligations and shall be made in accordance with the terms of said authorization.

The Employer shall remit to the Treasurer (or designee) of the Union all such authorized deductions no later than the end of the calendar month following the month in which the deductions were made. Included with the check consisting of employee deductions 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 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. The file shall be named using the “EmployerName-DuesReport-ReportDate.xlsx” naming convention. The information will be sent to dues@seiu509.org.

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

5.6 The Employer shall advise all new employees at the time of hire that the Union is their collective bargaining representative and of the Union Security clause in this Agreement. Coinciding with the dues transmittal, the Employer shall also notify the Union

of each new and terminated employee including the following information. Employer shall provide an updated bargaining unit list on a monthly basis, including the below information:

- First and last Name
- Address
- Phone Number
- Job Title
- Hire Date
- Work Location; and
- Rate of Pay
- Last four digits of Social Security #
- Employee ID
- Termination Date (if applicable)

Employer shall provide the union with bi-weekly or monthly reports with terminated employees; such will include:

- Employee First Name and Last Name
- Job Title
- Department
- Termination Date

Employer shall provide the union with bi-weekly or monthly reports of employees on a Leave of Absence; such report will include:

- Employee First Name and Last Name
- Job Title
- Department
- Leave Start Date
- Expected Leave End Date

5.7 The Employer shall also notify the Union of each terminated employee including the date of termination. Notifications of new hires and terminations shall be made electronically.

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

ARTICLE 6 – UNION BUSINESS

6.1 VISITATION. A duly authorized representative of the Union shall be provided access to 10 Dearborn Rd, Peabody, MA or 35 Market Street, Lowell, MA, to visit with employees during non-working hours. The Union must provide the designated Employer representatives no less than forty-eight (48) hours' notice in advance of any such meeting. The duly authorized Union representative and employee(s) will not interfere with any services employees are providing and/or the facilities operation or in any manner interrupt or impair the work of any employee. There will be no Union meetings in any Bridgewell facility, property or in any vehicle except as described above.

6.2 UNION STEWARDS AND OFFICERS. Within thirty (30) calendar days of the execution of this Agreement, the Union shall furnish to the Employer a complete list identifying the Union stewards and officers acting as agents of the Union. The Union further agrees to update this list as necessary to reflect changes. The Employer shall recognize these listed individuals as agents of the Union and shall not be required to recognize or deal with anyone not identified to the Employer in writing.

6.3 Union stewards shall be permitted a reasonable amount of work time (typically no more than one steward at a time) to perform legitimate Union duties only if those duties

cannot be performed during their non-working time and only if those duties do not interfere with work duties. Union stewards will submit written requests to their immediate supervisor as soon as possible if time off from work is required to conduct union business. Supervisors will respond to requests in writing as soon as possible authorizing or denying the request.

6.4 UNION HIRE. The Employer will advise all new employees in the bargaining unit during orientation that the Union is their collective bargaining representative and provide the name of the Union Representative to the employee. The Union will be allowed thirty (30) minutes to meet with employees during any such orientation. If orientation is held remotely the employer shall provide an electronic meeting invite to the new hires so they can participate at a predetermined date and time during orientation.

6.5 UNION EVENTS. Up to ten (10) Union members shall be allowed time off (without pay unless the employee chooses to use accrued paid time) to attend up to three (3) one day SEIU 509 Events (e.g.: conferences, lobby days, or union training) subject to staffing needs and provided that the Employer is given at least fourteen (14) days advance notice.

6.6 UNION MEETINGS. At such point in time that the state of Massachusetts moves from restrictions on meetings and size of gatherings based on COVID, then on a quarterly basis, the union shall be allowed to use a conference room at the employers' main office or training site to provide Union training to Bridgewell employees. The use of the meeting space will be at a time consistent with business operations and requests will be made at least thirty (30) days in advance. Use of space will be based on availability and meeting size will be limited to fifteen (15).

ARTICLE 7 – GRIEVANCE PROCEDURE AND ARBITRATION

7.1 For the purpose of this Agreement, the term “grievance” is defined as a dispute between the Employer and employees or groups of employees or between the Employer and the Union, which dispute involves the application, interpretation or compliance with the specific terms and provisions of this Agreement, including a claim that discipline, including discharge, has been imposed without just cause.

7.2 Grievances shall be presented within fourteen (14) calendar days of the act giving rise to the grievance. Grievances shall be handled in the following manner:

Step 1:

The aggrieved employee, with or without his/her union steward, shall present his or her grievance to the next level senior Bridgewell manager (not the grievant’s immediate supervisor). The grievance shall be presented in writing and signed by the aggrieved employee and the union steward/representative if requested by the employee. The employer may hold a meeting at this step at the employer's discretion and shall answer the grievance in writing within seven (7) calendar days after presentation of the grievance or, if a meeting is held, within seven (7) calendar days after the meeting. A grievance will be considered timely if signed only by the steward provided the employee signs the grievance prior to it moving to Step 2.

Step 2:

If the Step 1 answer is deemed unsatisfactory, the grievance may be referred to the Director of Human Resources or designee within seven (7) calendar days after the Step 1 answer is received. The Employer shall hold a meeting at this step within fourteen (14) calendar days (unless mutually agreed otherwise) and answer the grievance in writing within seven (7) calendar days after the meeting.

A grievance concerning a suspension or termination, or a class action grievance, may be initiated at Step 2.

7.3 Any grievance as defined above that has not been settled pursuant to the grievance procedure may be submitted to arbitration by either party giving notice to the other

within twenty (20) calendar days from when the written Step 2 answer was received.

7.4 In the absence of an agreement as to the selection of an arbitrator, either party may submit a request to the American Arbitration Association or Labor Relations Connection for a panel of arbitrators from which an arbitrator shall be selected consistent with the procedures of said American Arbitration Association or Labor Relations Connection. The expenses and fee of the arbitrator shall be shared equally by the parties. The award of the arbitrator shall be limited to the specific issue or issues submitted at arbitration. The arbitrator shall have no authority or power to add to, subtract from, or modify any of the terms of provisions of this Agreement. No award may be retroactive prior to the effective date of the first agreement.

7.5 Unless waived by agreement of the parties, the decision or award of the arbitrator shall be in writing and shall issue within thirty (30) days after the filing of briefs, or, in the absence of briefs, within thirty (30) days after the close of the hearing. A copy of the decision or award shall be delivered promptly to each of the parties. The decision of the arbitrator rendered within his or her jurisdiction shall be final and binding on the parties.

7.6 Any grievance not submitted for arbitration in accordance with the time limits established in Section 7.3 above shall be considered waived unless the time limit is extended by mutual agreement in writing.

7.7 The arbitrator shall arrive at a decision based solely upon the facts, evidence and arguments presented by the parties during the arbitration proceeding and in the parties' briefs. The arbitrator shall not consider any evidence which was not introduced by the parties during the arbitration proceeding.

7.8 No employee shall have the right to require arbitration that right is reserved to the EMPLOYER and UNION exclusively.

ARTICLE 8 – LABOR MANAGEMENT & PROGRAM REVIEW MEETINGS

The Union and the Employer agree to meet at the request of either party at mutually agreeable times and places to discuss workplace matters affecting the parties. Up to two (2) employees representing the Union shall be allowed to attend on work time subject to operating needs. The party requesting the meeting shall provide an agenda for the meeting at least 72 hours in advance of the meeting. The other party may add items to the agenda provided it does so at least 24 hours in advance of the meeting.

Neither party shall request more than two (2) meetings per year as related to Labor Management Meetings.

The Union and the Employer also agree to meet quarterly to build communication and discuss workplace matters affecting the parties. Bridgewell Leadership and up to 8 bargaining unit employees will meet with the SEIU 509 Union Rep to participate in this discussion.

These 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 the Agreement.

ARTICLE 9 – NO STRIKE / NO LOCKOUT

During the term of this Agreement or any extensions thereof, there shall be no strikes of any kind, stoppages or interruption of work, slowdowns, sickouts, picketing, handbilling of the Agency, Agency events or its properties/programs, or any other interference with the

efficient operations of the Agency by employees covered by this Agreement. This clause is intended to prohibit the above-referenced actions not only over matters which are subject to the grievance/arbitration procedures, but also over those matters that are not subject to the grievance/arbitration provisions of this Agreement.

Neither the Union nor any of its officers, stewards, other agents or representatives shall participate in, cause, urge, encourage or otherwise induce a violation of this Article. The Employer shall have the right to discipline or discharge any employee or employees who participate in, cause, urge, encourage or otherwise induce a violation of this Article. If such discipline or discharge is grieved, the only issue shall be the participation of the grievant in any of the activities prohibited by this Article. The Union further agrees that in the event of any violation of this Article, it will immediately order such violation to cease and will make every effort to end such activity.

The Employer agrees that during the term of the Agreement or any extensions thereof it will not lockout any employees.

ARTICLE 10 – HEALTH AND SAFETY

The Employer agrees to provide a safe and healthful work environment for all employees.

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.

When an individual served by the Agency is known by the Agency to have a history of violent behavior, employees working with this individual shall be informed of that

history.

The Agency will maintain its current safety committee. The Union may designate up to four (4) bargaining unit employees to participate on the safety committee provided that those four (4) employees come from different programs or components of the Agency. The committee shall continue to meet regularly and at the request of either party for the purpose of promoting the safest possible work environment for employees and the individuals they serve. Employees shall be paid for time spent attending safety committee meetings.

Any general health/safety concern of any nature is an appropriate subject to be raised at safety committee meetings. If an employee becomes aware of a general health/safety concern, he/she should report it to the safety officer or a representative to the safety committee. If the health/safety concern represents an immediate danger, it should be reported immediately to the employee's supervisor.

ARTICLE 11 – INTRODUCTORY PERIOD

Any newly-hired employee, whether full-time or regular part-time shall complete an introductory period of three (3) months; Per Diem employees will be provided an introductory period of 6 months.

An employee may be discharged or disciplined during his/her introductory period with or without just cause and neither the employee nor the Union shall have any recourse to the grievance and arbitration procedure for that discipline or discharge. By mutual agreement, the parties may agree to extend the introductory period for up to an additional sixty (60) days.

Should a newly hired staff not have attained required certification within the

introductory period, an additional four (4) weeks to complete the required training and certification will be granted, provided the staff has enrolled in and successfully completed a sufficient majority of the program so that completion of the certificate is attainable within the additional four weeks provided. During this extension, the employee shall remain an introductory employee. Failure to complete the required training and/or certify within that time frame will result in termination of employment, and such termination will not be subject to the grievance and arbitration provisions.

ARTICLE 12 – SENIORITY

An employee's seniority is defined as an employee's length of continuous employment with the Employer from his/her most recent date of hire. An employee shall acquire seniority from his/her date of hire upon completion of the introductory period. An employee's seniority will be lost upon resignation, discharge for just cause, failure to timely return from an authorized leave of absence, and/or failure to timely accept an offer of recall when having recall rights. An employee who is rehired into a bargaining unit position within a period of six (6) months from the employee's date of resignation shall receive an adjusted date of service to provide credit for his/her prior employment.

ARTICLE 13 – VACANCIES

Whenever a vacancy in a bargaining unit position occurs or there are regular hours of bargaining unit work which the Employer determines will be filled, a notice of such vacancy will be posted on the Agency's employee intranet. The notice shall include: (a) job title; (b) wage rate; (c) job site; and (d) shift and schedule. Any employee interested in the vacancy may apply at any time until the position is filled.

When choosing among applicants for a vacancy, the position will be awarded to the applicant who the Employer determines is the best qualified as determined by their skills and ability, experience with the relevant population, and work performance. Whenever the Employer determines that two or more applicants have approximately equal qualifications then the position will be awarded to the bargaining unit member with the greatest seniority.

- Performance concerns impacting the ability to transfer into a posted vacancy will be managed as follows: Staff with a Verbal or Written Corrective Action will be allowed to apply for an internal position one (1) month after- the issuance of the corrective action.
- Staff with a Final Warning or Suspension will be allowed to apply for an internal position three (3) months from the date of the issuance of the corrective action. Any staff with an expired certification or mandatory training and/or on a Performance Improvement Plan will not be allowed to apply for a vacant position.

Extenuating circumstances related to corrective action may be presented to the Chief Human Resources Officer or designee for review and exception to policy. Exceptions require the approval of the Chief Human Resources officer or designee.

The Agency reserves the right to transfer employees consistent with its operational needs. The Agency, however, shall not exercise this right in an arbitrary or capricious manner.

ARTICLE 14 – REDUCTION IN FORCE

In the event that the Employer decides that it is necessary to reduce the work force, it shall notify the Union of any such decision within twenty-one (21) days of the proposed layoff unless there is an emergency situation or state-mandated closure, in which event it

will notify the Union as soon as possible. Upon request, the Employer will sit down with the Union to consider possible alternatives although any such meeting will not delay implementation of the layoff.

Layoffs

The selection for and order of layoff will be based on the program or programs impacted and seniority of staff within any given program, cluster, or business unit. Reverse order of seniority (last in, first out) will be the selection criteria. Exceptions will be made based upon areas including licensure, certification, or contract obligations.

An employee designated for layoff shall be provided the opportunity at the time of layoff to fill any vacant position in his/her job classification or any other vacant position for which he or she is determined by the Employer to be qualified based on skills and ability, experience with the relevant population, and work performance. Such positions shall be filled in order of seniority within that location or work with that specific population.

Employees are also able to maintain employment status by transferring to Per Diem status.

Recall

- An employee who is laid off shall have recall rights for twelve (12) months into their prior position.
- Employees who are recalled shall receive notification via phone call, certified mail, and e-mail.
- Employees are responsible for informing the employer of their current address, email, and phone number for recall purposes at the time of layoff and updating management during the course of the recall period of any changes.

- Employees will have seven (7) days to notify Bridgewell of their acceptance of recall after receipt of notification of recall.
- An employee who fails to timely respond or refuses an offer of recall to his/her same position shall thereby lose recall rights.
- Employees who are on layoff shall be offered recall on the basis of seniority within the impacted program provided the individual is determined by the Employer to be qualified for the vacancy based on skills, ability, and experience with the relevant work population, and work performance.
- Employees who are on layoff are encouraged to view the Bridgewell Vacancy List posted weekly to determine if other positions currently available outside of their department or program may be suitable for transfer.
- Employees that have transferred to Per Diem status at the onset of the layoff or accepted another position within the agency to maintain employment, will be afforded recall rights and will be contacted for recall based on CBA recall criteria.

ARTICLE 15 – WAGES

A. Wage rates, effective the first pay period in July 2023, July 2024 and July 2025, respectively, are outlined in Appendix A.

B. **Registered Behavior Technician:** This position will be classified under the wage scale of DSP Level 3 (Residential Autism Program) with a \$2.50 per hour wage enhancement per certified staff. The number of staff certified at any autism program where an RBT is required will be designated by Bridgewell and based on the DDS requirement for RBT

hours at a program site. Bridgewell reserves the right to determine where to slot new hires depending on their skills and experience\

C. DSP Credentialing: Employees with current DSP Credentialing premiums will maintain those premiums during the course of the contract.

D. In the event the Commonwealth makes available additional funding specifically identified as being for the purpose of improving wages and/or benefits, provided the proposed contract rate is greater than 3% above the combined rate increases in years 2 and 3 of this Agreement (i.e., a proposed contract rate greater than 13%), the Agency shall notify the Union and upon request by the Union shall enter into an economic reopener for negotiations about such improvements. During the period of the economic reopener, all terms of the collective bargaining agreement shall remain in effect.

E. In the event the Commonwealth makes available additional funds for pay increases for employees who participate in trainings, so-called Quality Care payments, Bridgewell will distribute those funds in accordance with state requirements. To the extent distribution of these funds or related training requirements are discretionary, the parties agree to reopen the contract for the purposes of bargaining over such discretionary distribution and related training requirements.

F. During the course of the CBA, employees will receive a step increase on their applicable anniversary dates.

G. Employees are paid bi-weekly and will receive their pay through mandatory direct deposit into their designated bank account.

H. No employee who joins Bridgewell as a result of a merger or acquisition shall be

required to take a reduction in their hourly rate or salary in order to fall within the wage scale set forth in Appendix A, above. This provision shall apply to any mergers or acquisition which took place on or after July 1, 2011. Upon request, the Agency will meet with the Union to discuss integration of employees employed by Bridgewell as a result of merger or acquisition.

I. Program Levels: Staff that accept shifts to work in Program Levels different than their home base will be paid as follows:

- Those reassigned due to business need by their manager will receive whichever rate is higher – their current rate or the rate of the program they are covering.
- For employees voluntarily taking another shift at a program, they will receive the assigned rate for the program location being covered.

J. Appendix B attached hereto and made a part hereof is the list of locations as of July 1, 2023, and the level assigned to each such location. The Agency and the Union will meet to discuss the level assigned to any new location. The final determination of what level will be assigned to the new location shall be made by the Commonwealth of Massachusetts or the Agency. The Union and Bridgewell will meet once a year upon request to discuss Program Levels. If the parties are unable to complete the discussion during the agreed upon hours of the meeting, they agree to continue the discussion another time until completed.

K. MAP: Effective July 1, 2017, any employee who had previously been grandfathered into a MAP Bonus program will no longer be eligible for the bonus.

L. **Relief in a Higher Classification:** In the event an employee is requested by management to fill a vacant position or an extended absence in a higher position

classification, the employee will be paid a stipend per pay period for coverage. In order to be eligible for the stipend, the covering employee must: Formally be requested/notified they are covering a position designated by management and agree to take on all hours and duties as assigned in that position as detailed by management.

- This article does not include taking on partial duties to cover for a vacancy to meet a business need.
- Provide coverage for a position known to be available for an extended period of time - minimum of two weeks.
- Be able to fulfill a minimum of 90% of the duties of the position they are providing

Compensation:

- Employees providing coverage for a management level role will receive a stipend of \$125 per work week.
- Employees providing coverage for a senior level role - defined as Assistant Residential Manager, Developmental Specialist, or Service Manager will receive the following stipends:
- Developmental Spec/ Service Manager \$50 per week.
- Assistant Residential Manager \$75 per week.

ARTICLE 16 – MINIMUM PAY

An employee called in to work outside their regularly scheduled hours and reports to

work shall be paid a minimum of two (2) hours pay at their regular rate of pay or overtime rate if applicable. In lieu of pay, the Agency and employee may agree to flex the hours.

ARTICLE 17 – OVERTIME

Employees shall receive one and one-half times their straight hourly rate for all hours worked in excess of 40 hours per week.

Overtime shall be offered in a fair and equitable manner to bargaining unit employees before being filled by non-bargaining unit employees. It is the goal of the Agency to fill overtime shifts with employees who regularly work at the program. If overtime shifts cannot be filled with employees who regularly work at the program, shifts will be made available via Bridgewell’s e-scheduling system to all bargaining unit employees. This will become effective by October 1, 2023.

The Employer shall make every effort to avoid mandatory overtime, first by attempting to find voluntary coverage and then by having non-bargaining unit employees cover when possible.

ARTICLE 18- HOLIDAYS

18.1 For the purposes of this Article, the following holidays are observed:

- | | |
|------------------------|----------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | The Day after Thanksgiving |
| Juneteenth | Christmas Day |
| Independence Day | |

Programs and facilities that operate 24/7 will observe holidays on the actual holiday day with the exception of residential exempt staff and administrative employees. Programs and facilities that do not operate 24/7 will observe holidays on the same day they are observed nationally. Holidays that fall on a Saturday will be observed on the preceding Friday and holidays that fall on Sunday will be observed on the following Monday.

18.2 Employees who work on a holiday set forth in Article 18.1 will be paid double time for all hours worked on that day in lieu of holiday pay.

18.3 Employees working thirty-five (35) or more hours per week who are not scheduled to work on a holiday set forth in Article 18.1 will receive holiday pay, pro-rated based on a five-day workweek. If that employee elects to work on the holiday, the employee will be paid in accordance with Article 18.2 and will not receive additional compensation beyond that.

Employees other than Per Diem employees who are regularly scheduled to work more than 24 hours a week and less than thirty-five (35) hours a week who are scheduled to work on a holiday will receive pro-rated holiday pay if they don't work that day. Any employee who works the holiday, will receive double time pay per Article 18.2 above.

18.4 Other than as set forth in Articles 18.2 and 18.3 above, an employee will not receive payment for the holiday when that holiday occurs on a day that is not the employee's regular workday.

18.5 Employees who work a shift that includes hours that span both a holiday and non-holiday will receive double time for hours worked on the actual holiday. Hours worked

on the part of the day not considered a holiday will be paid at the employee's regular rate of pay.

18.6 An employee working thirty-five (35) or more hours per week scheduled to work who elects to take the holiday off will receive holiday pay at the rate of one times their regular rate of pay for all hours scheduled on that day.

18.7 An employee who takes an unapproved day off the day before or after a holiday will not receive compensation for the holiday. Employees on a leave of absence are not eligible for holiday pay. Employees taking approved vacation time during a period in which a holiday occurs will not lose holiday pay if otherwise eligible.

ARTICLE 19 – BIRTHDAY DAY OFF

Full-time and part-time employees regularly scheduled to work 24 or more hours per week will be eligible for a birthday day off subject to the following:

- a) the birthday must be taken off within one week before or one week after the birthday.
- b) employees who have not completed 90 days of employment and *per diem* employees are not eligible for a birthday day off;
- c) employees transferring from a non-benefit eligible position into a benefit eligible position will not be eligible for the birthday day off if it falls during the first 90 days of employment in the benefit eligible position;
- d) employees who do not take the day off as prescribed are not eligible to take the time off at a later date and will not receive replacement compensation if the time is not taken;

- e) employees scheduled to work 40 hours per week will receive a Birthday day off benefit of eight (8) hours paid at straight pay; employees working 24-39 hours per week will receive a *pro rata* benefit;
- f) employees will be eligible for this benefit commencing the first day following ratification of the contract.
- g) the Birthday day off shall not be deducted from the employee's Earned Time.

ARTICLE 20 – EARNED TIME

20.1 Full-time and part-time employees regularly scheduled to work 24 or more hours per week will be eligible for Earned Time. Employees hired as *per diem* are not eligible to received compensated Earned Time.

20.2 Earned Time will be accrued on a bi-weekly basis. The amount of accrual will be based on an employee's regularly scheduled hours and tenure as detailed in the Earned Accrual Schedule listed below. Additional hours worked beyond regularly scheduled hours will not be considered in the calculation of Earned Time hours. An employee will become eligible for the next "tier" of Earned Time accrual (after initial hire) on an employee's anniversary or benefit eligible date as applicable.

20.3 Employees may accrue Earned Time up to a maximum balance of one year's accrual. Once the one year's maximum balance is reached, employees will no longer accrue time until they take time off and their balance falls below the maximum.

Earned Accrual Schedule (based on 40-hour employees)

	Days/Hours Accrued Per Year	Hours Accrued Bi- Weekly
Upon Hire	12 days/96 hours	3.69
Following completion of 1 year of service	16 days/128 hours	4.92
Following completion of 2 years of service	21 days/168 hours	6.46
Following completion of 5 years of service	24 days/192 hours	7.39
Following completion of 10 years of service	27 days/216 hours	8.3
Following completion of 15 years of service	30 days/240 hours	9.23
Following completion of 20 years of service	33 days/264 hours	10.16
Following completion of 25 years of service	36 days/288 hours	11.08

Part-time, benefit eligible employees who are regularly scheduled for 24-39 hours per week will have a prorated allocation based on actual hours scheduled.

20.4 Earned Time Carry Over: Each July 1, an employee will be allowed to carry over up to three weeks of accrued but unused Earned Time. Any Earned Time accrued but not used above that amount will be forfeited.

20.5 Earned Sick Leave Reserve: The ESLR program will be open to employees for the purpose of allowing employees to bank unused Earned Time for use during periods of unpaid absences for a significant medical concern.

- Employees may deposit into the ESLR account up to two weeks of Earned Time at the end of any fiscal year. Employees must notify Human Resources at least two weeks in advance of the fiscal year's end of the request to transfer time into the ESLR.

- The maximum amount of time able to be accrued is one year's accrual of Earned Time.
- ESLR hours are intended only for the use of extended sick leave and may not be used for other purposes including, but not limited to vacation, personal time, time off otherwise provided for through the family medical leave act or other leaves of absence not related to personal medical concerns.
- Employees receiving short term disability, worker's compensation or other pay replacement benefits will only be eligible to receive payment from ESLR for uncompensated time.
- Medical certification will be required to substantiate the medical leave.
- ESLR hours can be used after five (5) days of absence. Earned Time and Personal Time must be used for the first five (5) days of absence.
- When an employee terminates their employment, all time in the ESLR will be forfeited. An employee subsequently rehired will not have the forfeited time reestablished as a current benefit.
- The ESLR at no time has any cash value to the employee, nor is transferrable back into Earned Time.
- Approval of ESLR payments will be made by the Director of Human Resources.

20.6 Earned Time Cash Out: In December and May of each year employees will be allowed the opportunity to "cash out" up to 1 week of Earned Time based on their regularly scheduled weekly work hours at the rate of 100% of the value of the Earned Time. Paperwork requesting the Cash Out must be received by December 1st and May 1st. Employees not

requesting the Cash Out by December or May 1st will have their requests declined. Bridgewell reserves the right to provide additional opportunities for this benefit during any fiscal year.

20.7 Earned Time Donation: Employees may voluntarily donate accrued but unused Earned Time to an employee who otherwise does not have sufficient earned or sick time available to cover time off related to a medical concern. The request to donate earned time must be put in writing. Once the donation of earned time is made, the time will be deducted from the accrued Earned Time of the employee and will not be able to be returned. Employees donating time must have sufficient time accrued to match the amount donated. The Earned Time donation is not intended for delivery to employees with general time off needs related to occasional illnesses, but rather for those with a personal medical issue requiring absence from work.

20.8 The Agency agrees to comply with the Massachusetts Earned Sick Time law.

Using Earned Time

- Employees must request scheduled time off via the e-Pay system;
- Employees requesting one week or less of earned time must submit their request within seven (7) days. Time off requests of this duration shall be responded to within two (2) business days.
- Employees requesting two weeks or less of earned time must submit the request at least three (3) weeks in advance.
- Employees requesting earned time in excess of two (2) weeks must submit the request at least four (4) weeks in advance via the “Extended Earned Request” form to their immediate supervisor for initial approval.

- Managers will follow the appropriate process of approval, per Bridgewell policy. Except as outlined above in bullet no. 2, above, Managers will make every effort to respond to all time off requests within 7 calendar days and Managers will post the shift on the E-Scheduling system, as soon as possible. Posting the shift on the E-Scheduling system does not constitute an approval of the request. If the Earned Time request is denied, Employer shall give a reason why the request was denied.

ARTICLE 21 – PERSONAL TIME

Full-time employees and part-time employees regularly scheduled to work 40 hours per week will be provided five (5) personal days per year. Employees working 24 – 39 hours will receive a prorated benefit. Employees hired as Per Diem and Temporary are not eligible to receive compensated Personal Time.

ARTICLE 22 - LEAVES OF ABSENCE

22.1 A limited number of full and part-time employees who have completed the introductory period may be entitled to a leave of absence without pay. The purpose of the leave is to provide time off from work with the Agency's approval when there is no legally required basis for the leave. A written leave of absence request must be submitted to the employee's Program Director at least thirty (30) days in advance of the request except in cases of emergency in which case the written leave of absence request must be submitted as soon as possible. Each approved leave will specify the date upon which the employee must return to work. Failure to return to work on or before that date will result in termination unless a written request for extension is submitted and approved by the Agency.

22.2 The Employer agrees to comply with the Family Medical Leave Act

("FMLA"), the Massachusetts Maternity Leave Act ("MMLA"), the Paid Family & Medical Leave Act ("PFML") and the Small Necessities Leave Act ("SNLA"). Paid leave must be used pursuant to this Section until and unless exhausted.

22.3 Employees with a year or more of service shall be eligible for a leave of absence of up to four (4) consecutive weeks per fiscal year for the purpose of visiting family or tending to family affairs. This leave cannot be split into separate leaves during the fiscal year, nor can an employee roll over any unused leave into the subsequent fiscal year. This leave is subject to the ability of the Agency to accommodate the leave. This leave shall be unpaid except that employees must first use all accrued earned time and personal time.

22.4 Employees may take an unpaid leave of absence if elected to Union office or for the purpose of working for the Union. The employee must provide at least one (1) months' notice to the Employer to be eligible for leave under this Article. An employee may take more than one (1) unpaid leave of absence for this purpose provided the employee has returned to work for a minimum of six (6) months before taking the additional leave of absence. The maximum overall leave during the length of the contract will continue to be six (6) months. This leave is subject to the ability of the Agency to accommodate the leave.

22.5 Approval of military leave will be granted in accordance with the Uniformed Service Employment and Re-Employment Rights Act ("USERRA"). In the event that it become necessary to lay off another employee in order to reinstate an employee returning from military leave, such layoff shall be in accordance with the terms of this Agreement.

22.6 An unpaid leave of absence of up to twelve (12) months shall be granted to

an employee who is unable to work because of an occupational injury or illness arising out of his/her employment who has provided satisfactory medical substantiation of need for absence. The twelve (12) month period begins on the date of injury or first day of absence from work should that date be later than the date of injury.

22.7 Authorization to Work in the United States

Bridgewell participates in the e-Verify system to confirm an employee's ability to work in the United States, and this eligibility is confirmed at the time of hire. Any employee who has been hired on a temporary visa or who holds a work authorization with an expiration date is expected to apply with sufficient notice for renewal of any such status so as not to impact their employment. Failure to apply for renewal timely may result in lack of ability to maintain a position within Bridgewell based on immigration law.

An employee who has previously been deemed eligible to work at Bridgewell, who experiences an expired work authorization while employed, will be placed on an unpaid leave of absence for a maximum of 45 days to correct the situation. The 45-day period may be extended up to a maximum of 90 days based on extenuating circumstances with the written approval of the Director of Human Resources. The employee may use any Earned Time or Personal Time accrued during that time. During this leave of absence, Earned Time as a benefit will not be accrued per policy.

Failure to receive renewed authorization to work within that timeframe will result in termination of employment. Employees in good standing at the time of the leave of absence whose employment is ultimately terminated are eligible to reapply for employment at such time as work authorization is obtained, but are not guaranteed rehiring.

Employees are required to notify the Human Resources Department immediately if there is an issue or concern with eligibility to work in the United States. Any employee who finds an error in their work authorization paperwork should notify the Human Resources Department immediately after contacting the appropriate authorities so that an action plan can be developed proactively related to continued employment.

In all cases of work authorization concerns Bridgewell will comply with current immigration law.

22.8 Except as required by law, employees will not accrue seniority, paid time off or benefits during any leave of absence. Employees on an approved leave of absence may continue insurance coverage provided he/she timely pays the full cost for such coverage.

22.9 The Agency will attempt to reinstate employees to their previous position prior to their leave to the extent feasible and provided the employee returns timely from his/her leave. If the Agency cannot place an employee returning from a leave into a position in the same location, classification or shift, then the employee will have preference in returning to a comparable position, if available, within the Agency.

22.10 Nothing in this Article shall prevent the Employer from granting an unpaid leave of absence at its discretion to any employee.

ARTICLE 23 – BEREAVEMENT LEAVE

23.1 All employees regularly scheduled to work twenty-four (24) hours or more per week are eligible for bereavement leave. Employees categorized as Per Diem and temporary are not eligible for compensation for bereavement leave.

23.2 Eligible employees will be granted a maximum of five (5) days' pay due to

the loss of an immediate family member. Immediate family member is defined as: father, mother, brother, sister, husband, wife, domestic partner, children, grandmother, grandfather, father-in-law, and mother-in-law. Eligible part-time employees will be paid at a pro-rated rate.

23.3 Bereavement leave days must be taken at the time of loss and be consecutive unless otherwise approved by management. Bereavement leave at a time other than time of loss may be granted at the discretion of management. Bereavement time must be approved by management. Documentation supporting the leave is required. Failure to provide the requested documentation will result in the time off requested and/or approved being unpaid.

ARTICLE 24 – HEALTH INSURANCE

The Agency agrees to provide full-time employees and part-time employees who are regularly scheduled to work 30 hours per week with the opportunity to participate in its group health insurance program. The Agency reserves the right to make changes to its health insurance program should costs increase during the term of this Agreement. These changes may include, but are not limited to, the right to change carriers or administrators, the right to implement or change co-pays and the right to change premium contributions provided, however, that during the term of this Agreement the percentage of the health insurance premium paid by employees covered by this Agreement shall not exceed the percentage being paid on the date this Agreement is entered into. Upon request, the Agency agrees to impact bargaining concerning the effects of any health insurance changes, including but not limited to change in plans, in co-pays, or costs of premium contributions.

Also, before committing to any changes with their carrier, the Agency agrees to meet and confer with representatives of the Union about the options the Agency is considering. Any proposals made by the Union regarding health insurance that would go into effect during the term of the collective bargaining agreement are strictly advisory.

- HMO
 - Bridgewell will continue to subsidize the cost of the HMO or similarly titled health insurance benefit at 78% of the premium
 - The deductible for the HMO will be \$300 single/ \$600 Family.
- FOCUS HMO
 - Bridgewell will subsidize the cost of the FOCUS HMO, or comparable alternate benefit, at 80% of the premium.
 - The deductible for the FOCUS HMO will be \$150 single/ \$300 Family.
 - Health Insurance Opt Out Provision:

Employees who are enrolled in the Bridgewell sponsored health insurance plan during any open enrollment period during the terms of this contract will have the ability to opt out of the medical insurance for the next benefit year and receive a bonus in the next fiscal year for opting out of the health insurance plan. To be eligible, an employee must be actively enrolled in the health insurance plan during the prior year, submit documentation in a timely manner during the Opt Out Period during Open Enrollment and provide proof of insurance through another source. Payment of the bonus will be made in 13 equal installments beginning in January of the new benefit year. This option is only provided during the Open Enrollment period.

Opt Out Bonus:

- I. If an employee has single coverage and declines coverage for the next benefit year: \$500.
- II. If an employee has family coverage and moves to a single plan the next benefit year: \$500.
- III. If an employee has family coverage and declines all health insurance coverage

for the next benefit year: \$1,000

Any employee eligible for the bonus who during the reimbursement period of the bonus is required by law to be returned to the Bridgewell health insurance will forfeit any portion of the bonus not yet paid.

ARTICLE 25 – OTHER BENEFITS

25.1 Employees working a minimum of twenty (20) hours per week may make a pre-tax deduction into a 403(b)–retirement savings account. The Agency may exercise its discretion to match all or any portion including no match at all of an employee's contribution.

25.2 Employees may make pre-tax deductions to an account – Flex 125 Plan for eligible expenses pertaining to health, dental, vision and dependent care.

25.3 Employees may elect to purchase dental insurance through pre-tax deductions.

25.4 Full-time employees regularly scheduled to work forty (40) hours per week shall be provided life insurance paid for by the Agency in an amount equal to one (1) time annual salary. These employees may elect to purchase additional optional life insurance.

25.5 Full-time employees regularly scheduled to work thirty-five (35) hours or more per week shall be covered by the Agency's Long-Term Disability and Accidental Death & Dismemberment (AD&D) policy. Employees are eligible for this benefit after 90 days of employment.

25.6 The benefits referred to above in this Article are subject to the terms of the plans providing for these benefits. The provision and operation of the benefits referred to above in this Article shall not be subject to the Grievance and Arbitration provisions of this

Agreement.

ARTICLE 26 – TUITION REIMBURSEMENT

Full-time employees and part time employees regularly scheduled to work 24 hours or more per week who have a minimum of one year of employment are eligible to apply for tuition reimbursement as follows: Bridgewell will reimburse employees in undergraduate and graduate programs (maximum degree of Master's) as follows:

Undergraduate: up to \$500 per course with a maximum per fiscal year of \$1,000

Graduate: up to \$1,000 per course with a maximum per fiscal year of \$2,000

Reimbursement will be for tuition and related course fees charged by the school, however, will not include fees for items such as books, parking, technology fees, health insurance or other fees as determined not eligible by management. Employees awarded scholarships covering tuition and fees will have such considered in the final calculation of tuition reimbursement awarded. Bridgewell will budget \$15,000 per fiscal year toward tuition assistance to bargaining unit employees.

Courses must be work-related and relevant to a viable career track within the agency.

Bridgewell will send employees an email mid-year to advise them how much budgeted money remains for tuition reimbursement.

ARTICLE 27 – DISCIPLINE & DISCHARGE

27.1 No employee who has completed his or her introductory period shall be disciplined or discharged except for just cause.

27.2 Notification to Union. The Employer shall notify the Union within 72 hours of any suspensions or discharges. Failure of timely notice will not negate the discipline

given.

27.3 Investigatory Interviews. Any employee who is required to attend an investigatory interview shall have the right upon request to have a Union representative accompany him or her.

27.4 It is agreed that a disciplinary action limited to a Corrective Action at the level of a verbal or written warning, although being subject to just cause, will not be subject to arbitration. It is also agreed that a Record of Discussion is not a disciplinary action, is not subject to just cause and will not be the subject of a grievance or arbitration.

27.5 If any employee receives a disciplinary warning, and does not have any further discipline for a period of twelve (12) months, said warning will not be considered by the Agency for purposes of future discipline. If an employee receives a disciplinary suspension, and does not have any further discipline for a period of twenty-four (24) months, said suspension will not be considered by the Agency for purposes of further discipline.

ARTICLE 28 – FITNESS FOR DUTY

If the Employer has reason to believe that an Employee is not fit to work due to illness (physical or psychological) or injury, then the Employer may immediately remove the Employee from duty and may require medical evidence from the Employee's health care provider attesting to the Employee's fitness to continue his/her duties without jeopardizing the health or safety of the Employee, individuals served or other staff. When feasible, a manager's belief that an Employee is not fit for duty will be confirmed by a second manager.

If the Employee's health care provider attests to the Employee's fitness for duty within forty- eight (48) hours of the Employee's removal from duty, then the Employer shall

reimburse the Employee for any health insurance co-pay paid by the Employee provided a receipt of same is submitted.

Whenever an Employee is removed from duty under this Section, the employee shall be paid for the remainder of that workday. Any additional days away from work prior to a fitness for duty release being submitted may be compensated for by Earned Time, Personal Time, or any other insurance available to or elected by the Employee. This Fitness for Duty clause does not cover removal from the worksite due to drug and/or alcohol use.

ARTICLE 29 – PERSONNEL FILES

An employee shall be permitted to examine his/her personnel file and to have copies of its contents made at his/her request. An employee shall have the right to comment in writing on anything placed in his/her personnel file and have such comment inserted into the file.

ARTICLE 30 – JOB DESCRIPTION

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

ARTICLE 31 – PER DIEM EMPLOYEES

Per Diem employees are required to utilize e-scheduling to pick up any available shifts. Approval must be obtained by a manager in order to work at any program site or on any requested shift. Per Diem employees will be trained in E-scheduling protocol during New Hire orientation and will be provided equal access to available positions within e-scheduling.

- Effective upon ratification, per diem staff must work a minimum of 64 hours in a 3-month period in order to maintain employment with Bridgewell. Training hours will be

calculated as hours worked for the purposes of maintaining per diem status. The provision will not apply to employees on an approved leave of absence.

Per Diem's may take up to four (4) weeks of unpaid time off with the approval of their Supervisor.

- Staff transitioning from per diem to regular status who have worked a minimum of 624 hours each year in any consecutive prior years, will have those years credited for purposes of seniority and earned time accrual rates.

- Per Diem Rates will be as detailed in Appendix A.

- Regular full-time and part-time employees who have attained DSP credentialing and currently receive a premium to their wages for this credentialing will continue to receive this premium should they transition to per diem status.

- The Agency will make every effort to ensure that all open shifts are posted on Bridgewell's e-scheduling system.

- Qualified Per Diem employees will have access to open shifts at all Bridgewell programs.

ARTICLE 32 – ABSENCE OF INDIVIDUALS WE SERVE

When the individuals served by an employee are spending time at home with their families, on vacation or otherwise temporarily not in need of services from employees, the Agency and employee will attempt to agree on one of the following options:

- Working their regular hours at a different site when hours and transportation are available;

- Using accrued paid leave time;
- Taking unpaid leave;
- Any other assignment mutually agreed upon.

If no agreement can be reached, the Agency will select one of the above options for the employee.

ARTICLE 33 – MAINTENANCE OF PROPERTIES

Employees shall not be required as part of their normal work duties to mow lawns or move furniture or other heavy objects belonging to the individual or the Employer other than routine housekeeping duties. Employees shall not be required as part of their normal work duties to shovel snow except for the purpose of maintaining ingress and egress to the property.

ARTICLE 34 – REIMBURSEMENT

The Employer shall reimburse employees for costs due to loss or damage to an employee's property during the performance of assigned job responsibilities if the following guidelines are met:

- The damage was caused by job-related activity;
- The property damaged was appropriate for the work environment in accordance with the Agency's policies;
- The staff followed correct procedures for the situation in accordance with the Agency's policies.

Reimbursement shall be limited to the costs due to loss or damage that are not covered

by the employee's insurance policies.

ARTICLE 35 – PAYCHECK ACCOUNTING

Employees shall have access to a computer and printer at their work location sufficient to be able to confidentially view and print their pay stub. The pay stub shall clearly list the hours worked, the type of hours worked and the rate of pay for each hour worked, plus all accrued leave time.

ARTICLE 36 – MISCELLANEOUS

The Agency has the unlimited right to introduce technological advances, including GPS devices, into the workplace. Employees and the Union will be provided a minimum of fourteen (14) days' notice prior to the introduction of any such technological advances. Upon request, the Agency agrees to impact bargain concerning the effects of technological advances on bargaining unit employees. Any such bargaining will not delay implementation of the technological advance.

ARTICLE 37 – SCOPE OF CONTRACT

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

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of

collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE 38 – LEGAL CONFLICTS

Should any Federal or State law, municipal ordinances, or any court or administrative order or ruling conflict with any provision of this Agreement, the provision so affected shall be made to conform to the law, ordinance, order or ruling, and otherwise the Agreement shall continue in full force and effect.

ARTICLE 39 – TRAININGS

Any staff who is more than one (1) month behind in a required certification or training will be placed on administrative leave for a maximum period of six weeks to afford them time to be recertified. This applies to industry, state, federal or Bridgewell required trainings of staff. Should the staff not complete the required training, their employment will be ended.

Employees are required to complete defined federal, state and funder mandates. Most of these trainings are presented through an online Learning Management System. Employees failing to complete these required trainings will be subject to progressive discipline.

Bargaining Unit Employees shall be paid for all time spent completing training required by Bridgewell. Employees will report to their supervisor once each training is completed. All trainings must be completed at a Bridgewell location. If additional time is needed to complete the training, requests must be made to the employee's supervisor.


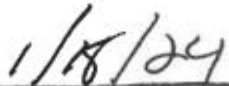
At the request of the employer and/or the Union, both parties will meet to discuss mandatory trainings.


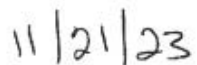
ARTICLE 40 – EFFECTIVE DATE & DURATION

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

BRIDGEWELL, INC.

LOCAL 509, SEIU


Name

Date

Name 
Date 

APPENDIX A – WAGES

RESIDENTIAL PROGRAMS		Year 1 (effective July 1, 2023)			Year 2 (6% Annual Increase, effective July 1, 2024).			Year 3 (4% Annual Increase, effective July 1, 2025).		
Position	Years of Experience	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
DSP, AWON, Aide/Driver	0-1 Year	\$18.25	\$18.75	\$19.25	\$19.35	\$19.88	\$20.41	\$20.12	\$20.67	\$21.22
	1-5 years	\$18.45	\$18.95	\$19.45	\$19.55	\$20.08	\$20.61	\$20.32	\$20.87	\$21.42
	5-10 years	\$18.65	\$19.15	\$19.65	\$19.75	\$20.28	\$20.81	\$20.52	\$21.07	\$21.62
	10+ years	\$18.85	\$19.35	\$19.85	\$19.95	\$20.48	\$21.01	\$20.72	\$21.27	\$21.82
ASON	0-1 Year	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
	1-5 years	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
	5-10 years	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
	10+ years	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
ARM	0-1 Year	\$20.75	\$21.25	\$21.75	\$22.00	\$22.53	\$23.06	\$22.87	\$23.43	\$23.98
	1-5 years	\$20.95	\$21.45	\$21.95	\$22.20	\$22.73	\$23.26	\$23.07	\$23.63	\$24.18
	5-10 years	\$21.15	\$21.65	\$22.15	\$22.40	\$22.93	\$23.46	\$23.27	\$23.83	\$24.38
	10+ years	\$21.35	\$21.85	\$22.35	\$22.60	\$23.13	\$23.66	\$23.47	\$24.03	\$24.58
C.N.A./AWON C.N.A	0-1 Year			\$19.75			\$20.94			\$21.77
	1-5 years			\$19.95			\$21.14			\$21.97
	5-10 years			\$20.15			\$21.34			\$22.17
	10+ years			\$20.35			\$21.54			\$22.37
ASON C.N.A	0-1 Year			\$15.00			\$15.00			\$15.00
	1-5 years			\$15.00			\$15.00			\$15.00
	5-10 years			\$15.00			\$15.00			\$15.00
	10+ years			\$15.00			\$15.00			\$15.00
RBT	0-1 Year			\$21.75			\$23.06			\$23.98
	1-5 years			\$21.95			\$23.26			\$24.18
	5-10 years			\$22.15			\$23.46			\$24.38
	10+ years			\$22.35			\$23.66			\$24.58
Per Diem C.N.A.			\$19.75			\$20.54			\$20.94	
Per diem	No MAP	\$17.75	\$18.25	\$18.75	\$18.82	\$19.35	\$19.88	\$19.57	\$20.12	\$20.67
	With MAP	\$18.25	\$18.75	\$19.25	\$19.35	\$19.88	\$20.41	\$20.12	\$20.67	\$21.22

DAY PROGRAMS		Year 1 (effective July 1, 2023)			Year 2 (6% Annual Increase, effective July 1, 2024).			Year 3 (4% Annual Increase, effective July 1, 2025).		
Position	Years of Experience		Level 2	Level 3		Level 2	Level 3		Level 2	Level 3
DSP 1, 2, 3, Emp. Spec, Aide/Driver, Aide	0-1 Year		\$18.75	\$19.25		\$19.88	\$20.41		\$20.67	\$21.22
	1-5 years		\$18.95	\$19.45		\$20.08	\$20.61		\$20.87	\$21.42
	5-10 years		\$19.15	\$19.65		\$20.28	\$20.81		\$21.07	\$21.62
	10+ years		\$19.35	\$19.85		\$20.48	\$21.01		\$21.27	\$21.82
Service MGR (A.S./Exp)	0-1 Year		\$19.75	\$20.25		\$20.94	\$21.47		\$21.77	\$22.32
	1-5 years		\$19.95	\$20.45		\$21.14	\$21.67		\$21.97	\$22.52
	5-10 years		\$20.15	\$20.65		\$21.34	\$21.87		\$22.17	\$22.72
	10+ years		\$20.35	\$20.85		\$21.54	\$22.07		\$22.37	\$22.92
Dev. Specialist (B.A)	0-1 Year		\$20.75	\$21.25		\$22.00	\$22.53		\$22.87	\$23.43
	1-5 years		\$20.95	\$21.45		\$22.20	\$22.73		\$23.07	\$23.63
	5-10 years		\$21.15	\$21.65		\$22.40	\$22.93		\$23.27	\$23.83
	10+ years		\$21.35	\$21.85		\$22.60	\$23.13		\$23.47	\$24.03
TRANSPORTATION		Year 1 (effective July 1, 2023)			Year 2 (6% Annual Increase, effective July 1, 2024).			Year 3 (4% Annual Increase, effective July 1, 2025).		
	Years of Experience	Rate of pay			Rate of pay			Rate of pay		
Driver	0-1 Year	\$18.25			\$19.35			\$20.12		
	1-5 years	\$18.45			\$19.55			\$20.32		
	5-10 years	\$18.65			\$19.75			\$20.52		
	10+ years	\$18.85			\$19.95			\$20.72		
Transp. Assistant	0-1 Year	\$19.75			\$20.94			\$21.77		
	1-5 years	\$19.95			\$21.14			\$21.97		
	5-10 years	\$20.15			\$21.34			\$22.17		
	10+ years	\$20.35			\$21.54			\$22.37		
Monitor	0-1 Year	\$17.25			\$18.29			\$19.02		
	1-5 years	\$17.45			\$18.49			\$19.22		
	5-10 years	\$17.65			\$18.69			\$19.42		
	10+ years	\$17.85			\$18.89			\$19.62		

Full-time Employees working 40-hours per week, who do not receive a raise in year 1 because they make more than the wage rates outlined below in Year 1, will receive a \$1,000 bonus, \$500 to be paid on the first pay period of July , 2023 and \$500 to be paid on the first pay period of September , 2023.

Full-time Employees working 40-hour weeks, who receive a raise in year 1 that is less than \$.25 per hour in Year 1, will receive a bonus payment of \$1,000, less the annualized increase to their hourly rate (e.g., if an employee receives a \$.20/hour raise, or

\$416/year, the employee would receive a bonus of \$584), half paid on the first pay period of July __, 2023 and the other half to be paid on the first pay period of September __, 2023.

Part-time, benefit eligible employees who are regularly scheduled for 24-39 hours per week who do not receive a raise in year 1, or who receive a raise that is less than \$.25 per hour in Year 1, will receive a prorated bonus based on the hours hired per week, paid in two payments, and in the same manner as outlined above.



APPENDIX B - PROGRAM LEVELS (at the time of ratification)

Level 1 Programs: have individuals that require basic support for ADL and relatively few behavioral issues. The DDS residential programs in this level have an ALTR Direct Care Staff Intensity Level in the Basic Service Model.

25 Cedarcrest Ave, Salem
27 Cedarcrest Ave, Salem
Ansie Road, Chelmsford
Burrill Street, Swampscott
Chandler Street, Tewksbury
Chestnut Street, Lynn
Columbia Road 6B, Wakefield
Erie Street, Lynn
Granite Street, Peabody
Graves Avenue, Lynn
Johnson Street (Recovery Housing, DPH), Lynn
Lewis Street (Individual Home Supports), Lynn
Metro North Individual Home Supports, Wakefield
Montcastle Drive, Chelmsford
North Shore Individual Home Supports 1 and 4, Lynn
Normandy Drive, Peabody
Sanford Street, Melrose
Sonora Drive, Chelmsford
Stadium Condos, Lynn
Tudor Street (Individual Home Supports), Lynn
Turnpike Road, Chelmsford
Wardwell Avenue (Individual Home Supports), Lynn
Whitegate Road, Billerica

Level 2 Programs: have individuals that require intermediate support, such as additional support for ADL, more intensive staffing and moderate behavioral issues. The DDS residential programs in this level have an ALTR Direct Care Staff Intensity Level in the Intermediate Service Model.

Anne Drive, Peabody
Baker Street, Saugus,
Boston Street 653, Lynn
Boston Street 657, Lynn
Church Street, Merrimac
Colonial Avenue, Lynn
Columbia Park, Haverhill
Federal Street, Salem
Garden Street, Danvers
Graniteville, Westford
Hart Road, Wakefield
Houston Avenue, Saugus
Keeling Road, Wakefield
KJM Center, Lynn
KJM Employment @ Dearborn, Peabody
Magnolia Terrace, Peabody
Mansion Road, Wakefield
Merrill Street 9, Amesbury
Merrill Street 11, Amesbury
Mudnock Road, Salisbury
Old Stage Road, Chelmsford
Paradise Road, Swampscott
Pathfinder, 94 Rock Street (HUD, DMH), Lowell
Pathfinder Apts, 106 Rock Street (HUD), Lowell
Peter Road, Salem
Roseway Day Habilitation Program, Danvers
Roy Way, Tewksbury
Stocker Street, Saugus
Summer Street, Saugus
Vine Street, Saugus
Wayland Road, Beverly
Wedgemere Road, Beverly
Western Avenue, Lynn
Woodland North, Lynn

Level 3 Programs: have individuals that need advanced medical or behavioral support such as CNA, Autism and behavioral support homes. The DDS residential programs in this level have an ALTR Direct Care Staff Intensity Level in the Medical/Clinical Service Model for the Intermediate Model.

Alfred Road, Saugus
ASD IHS, Lynn
Averill Street, Topsfield
Baltimore Street, Lynn
Coolidge Road, Danvers
Cornell Road, Beverly
Eastern Avenue, Lynn
Exeter Way, Andover
Genest Street, Dracut
Hildreth Street, Dracut
Jackson Avenue, Dracut
Lakewood Terrace, Haverhill
Linwood Street, Peabody
Mammoth Road, Dracut
Old Marsh Hill Road, Dracut
Oxbow Lane, Groton
Respite Program, Seagirt Avenue, Saugus
Rosewood Drive, Danvers
Rosewood III, Billerica
Salem Street, Lynnfield
Surrey Lane, Peabody
Whitcomb Avenue, Littleton
Woodside Lane, Wenham