Collective Bargaining Agreement

between

SEIU Local 509

and

Fidelity House, Inc., d/b/a

Waystone Health & Human Services

July 1, 2024 – June 30, 2027

TABLE OF CONTENTS

AGREEMENT 4

PREAMBLE 4

ARTICLE 1 RECOGNITION 4

ARTICLE 2 MANAGEMENT RIGHTS 5

ARTICLE 3 NON-DISCRIMINATION 6

ARTICLE 4 HOURS OF WORK 8

ARTICLE 5 DISCIPLINE & DISCHARGE 10

ARTICLE 6 GRIEVANCE PROCEDURE & ARBITRATION 11

ARTICLE 7 NO STRIKE — NO LOCKOUT 13

ARTICLE 8 INTRODUCTORY PERIOD 14

ARTICLE 9 VACANCIES 14

ARTICLE 10 SENIORITY 16

ARTICLE 11 REDUCTION IN FORCE 16

ARTICLE 12 INVESTIGATIONS 18

ARTICLE 13 PERSONNEL FILES 18

ARTICLE 14 ALCOHOL & DRUG-FREE WORKPLACE 19

ARTICLE 15 HEALTH, DENTAL, LIFE INSURANCE, AD & D, LTD, PROFESSIONAL LIABILITY INSURANCE, AUTOMOBILE INSURANCE 20

ARTICLE 16 SECTION 125 AND RETIREMENT 20

ARTICLE 17 VACATION, PERSONAL AND HOLIDAY TIME 21

ARTICLE 18 HEALTH AND SAFETY 25

ARTICLE 19 TRAINING ATTENDANCE 25

ARTICLE 20 UNION BUSINESS 26

ARTICLE 21 INPUT FROM THE INDIVIDUALS WE SERVE 27

ARTICLE 22 LABOR MANAGEMENT COMMITTEE 28

ARTICLE 23 SICK PAY, CRISIS LEAVE AND LEAVES OF ABSENCE 28

ARTICLE 24 TRANSPORTATION 33

ARTICLE 25 VACATIONS OF INDIVIDUALS BEING SERVED 33

ARTICLE 26 WAGES 33

ARTICLE 27 PROPERTY DAMAGE 35

ARTICLE 28 MAINTENANCE OF PROPERTY 36

ARTICLE 29 ORIENTATION AND EVALUATION 36

ARTICLE 30 LEGAL CONFLICTS 36

ARTICLE 31 JOB DESCRIPTIONS 37
ARTICLE 32 UNION SECURITY 37
ARTICLE 33 DUES DEDUCTION 38
ARTICLE 34 STATEWIDE UNION ACTIVITIES LEAVE 39
ARTICLE 35 COMMITTEE ON POLITICAL EDUCATION 40
ARTICLE 36 ENTIRE AGREEMENT 40
ARTICLE 37 IMMIGRATION LEAVE 40
ARTICLE 38 MASSACHUSETTS PAID FAMILY LEAVE..... 42
ARTICLE 39 MEAL PERIOD (PARKRIDGE) 42
ARTICLE 40 CIVIC DUTY (JURY DUTY) 43
ARTICLE 41 SNOW DAYS 43
ARTICLE 42 DURATION OF AGREEMENT 44
ATTACHMENT A..... 45
ATTACHMENT B 46
ATTACHMENT C 48
ATTACHMENT D 50
ATTACHMENT E 51
ATTACHMENT F 52
ATTACHMENT G 53

AGREEMENT

Agreement entered into this 1st of July, 2024, by and between Fidelity House, Inc., d/b/a Waystone Health & Human Services (hereinafter referred to as the “Agency”) and Local 509, Service Employees International Union, (hereinafter referred to as the “Union”).

PREAMBLE

The purpose of this agreement is to maintain and strengthen through the collective bargaining process a working atmosphere where employees, supervisors and the individuals we serve are treated with dignity and respect, to promote and maintain a relationship that is based on mutual trust, to establish rates of pay, hours of work and other terms and conditions of employment for employees that are fair and reasonable with the commitment to work together to promote a service delivery system that provides the highest quality services. The parties believe that a well-compensated, well-trained and empowered workforce is one of the key requirements in order to make the above vision a reality.

ARTICLE 1 RECOGNITION

1.1 The Collective Bargaining Unit: The Agency recognizes the Union as the exclusive collective bargaining representative of the employees in the following appropriate unit.

All full-time and regular part-time non-professional direct care employees employed by the Agency in its residential services program, day habilitation, community-based day services programs, children and family services program, and in its community residence program, including program assistants, skills instructors, overnight employees, relief

employees, recreation integrators, respite care providers, Latino parent aides, individual support providers, cooperative apartment case workers, parent trainers, employment specialists, employment classroom specialists, case managers, career representatives, developmental specialists, and lead developmental specialists, but excluding all other employees including office clerical employees, guards, maintenance assistant and supervisors as defined in the Act.

1.2 Definitions: Unless otherwise indicated by the context, the term “employee” when used herein shall refer to any of the employees covered in this Agreement. The term “fulltime employee” shall refer to any employee hired to work forty (40) hours or more per week. The term “regular part-time employee” shall refer to any employee hired to work less than forty (40) hours per week.

1.3 Relief Employee: The term “relief employee” shall refer to any employee hired to fill in for absent employees in the bargaining unit or to perform bargaining unit work as needed. Relief employees who average four (4) hours of work per week for a calendar quarter will be included in the bargaining unit.

1.4 New Classifications: The Agency shall notify the Union and provide it with a copy of the new job description and proposed wage rate for any new position.

ARTICLE 2 MANAGEMENT RIGHTS

The Agency retains the right to manage the operations of the Agency and direct the working force; hire employees of its own selection; maintain order and efficiency; extend, maintain, curtail or terminate its operations; determine the size and location of its facility or facilities; determine the type and amount of equipment used and the assignment of work; transfer employees; discipline, suspend or discharge employees for just cause; lay off for lack of work; determine the number of shifts, the number of days in the work-week, the hours of work and the number of persons to be actively employed by the Agency at

any one time (1x); post and require employees to observe reasonable rules and regulations; determine the methods and schedules of all services to be performed, including the means and processes of such services; set standards of conduct, productivity and performance; subcontract work; permit supervisory, temporary employees and outside Agency employees to perform bargaining unit work; and in general, to determine what work should be performed as well as when, where, how and by whom such work shall be performed. These enumerated rights of management are not all inclusive and the Agency retains all rights it had prior to the execution of this agreement. None of these rights may be exercised by the Agency to override any other specific provisions of this agreement.

ARTICLE 3 NON-DISCRIMINATION

3.1 No employee covered by this Agreement shall be discriminated against on account of race, color, religious creed, national origin, age, sex, sexual orientation, disability, marital status or because of participation in or non-participation in activities on behalf of the Union.

3.2. No Harassment: The Agency is an Equal Opportunity Employer (EOE) dedicated to the mission of providing quality services. We trust that all employees will act in a responsible and professional manner to establish a harassment-free work environment.

The Agency does not and will not tolerate harassment of our employees. The term “harassment” includes, but is not limited to slurs, jokes and other verbal, graphic or physical conduct relating to an individual’s race, color, religious creed, national origin, age, sex, sexual orientation, disability, marital status. “Harassment“ also includes sexual advances, request for sexual favors, unwelcome or offensive touching and other verbal, graphic or physical conduct of a sexual nature. Harassment is illegal, it violates this policy, and is not consistent with the Agency’s ethics.

The following list of behaviors can be considered indicative of sexual harassment, however this list is not intended to be all inclusive and can include other sexually orientated conduct, whether it is intended or not, which is unwelcome and has the effects of creating a hostile workplace environment:

- Physical: “accidental” collisions or brushing the body, unwanted grabbing, touching, hugging, pinching, or any other conduct of a sexual nature.
- Verbal: Offensive jokes or language, making sexual innuendoes or threats, comments about a person’s body, questions or comments about a person’s sexual behavior, or sexual propositions.
- Non-verbal / Behavioral: offensive gestures, motions, insulting noises, whistling, staring at a person’s body or leering, displaying or circulating sexually suggestive cartoons, letters, pictures, calendars, posters, or other sexually oriented behavior.

While any employee should feel free to simply ask a co-worker, employee, vendor or anyone we serve to stop the offensive behavior, there may be situations when this is not comfortable or appropriate. If you feel you have been the subject of harassment, you should report the alleged conduct immediately to your supervisor, or human resources. Please do not assume that the Agency is aware of your problem. It is your responsibility to report your concerns and complaints. A confidential investigation of any concern or complaint will be undertaken.

- Agency – Supervisor or Vice President of Human Resources, 439 S. Union Street, Suite 401, Lawrence, MA 01843, 978-685-9471
- Equal Employment Opportunity Commission (EEOC); One Congress Street, 10th Floor, Boston, MA 02114, 617-565-3200
- Massachusetts Commission Against Discrimination, One Ashburton Place, Room 601, Boston, MA 02108, 617-727-3990

Any employee found to have harassed another employee or to have retaliated against an employee for complaining or participating in an investigation, or to have filed a false accusation about harassment will be subject to immediate disciplinary actions up to and including dismissal. If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment.

ARTICLE 4 HOURS OF WORK

4.1 Hours of Work: The normal work week for a full-time employee will consist of forty (40) hours within seven (7) consecutive days. The normal workweek for a regular part-time employee will consist of less than forty (40) hours within seven (7) consecutive days. The work week starts at 9:00 AM Monday.

4.2 Scheduling: Staff scheduling is the responsibility of management. Schedules are made based on programmatic needs and whenever possible taking into account the wishes of the employee. Such schedule changes shall happen according to the procedures below. It is the continued responsibility of the Agency to arrange coverage for all employee absences.

4.3 Schedule Changes: When the Agency desires to change the scheduling pattern (including regular days off and/or shifts) within a program the Agency will make such changes by first soliciting volunteers within the affected program. Volunteers will choose from among the available schedules by seniority. If soliciting volunteers cannot make such changes, then the changes will be made by inverse seniority (the least senior person(s) will be changed). No full-time or regular part-time employee's schedule will be changed without two (2) weeks' notice, unless by mutual agreement between the employee and the Agency. Whenever possible, relief employees will be given at least

twenty-four (24) hours' notice of the cancellation of a shift. Schedule changes shall not be arbitrary or capricious.

4.4 Overtime: Overtime will be paid on the basis of time and one-half (1.5x) the employee's regular straight time hourly rate for all hours actually worked in excess of forty (40) hours in a seven (7) consecutive day workweek (Monday 9:00 AM to Monday 9:00 AM).

For any overtime worked by full-time or regular part-time employees, overtime premiums will be calculated on the straight time rate for the employee's regularly assigned position or the straight time rate for the position in which the overtime is worked, whichever is higher. Relief employees shall have overtime calculated at their regular rate for all overtime worked except when overtime is worked while relieving asleep overnight employees. In which case, the overtime shall be calculated on the asleep overnight regular rate.

Supervisors shall continue to decide whether hours are to be filled by employees available at straight time or by an employee on overtime. When overtime is assigned, overtime will be distributed equitably and impartially among employees who ordinarily perform such work. Further details on the distribution of overtime and extra straight time hours are described in Article 4.5.

4.5 Extra Hours: When extra straight time hours are offered, the hours will be distributed equitably and impartially among employees who ordinarily perform such work.

Before using outside temporary staffing, Supervisors will in good faith contact qualified Agency staff. Each residence will maintain a list of qualified employees interested in working extra hours at the residence and supervisors will contact employees from that list in the following order:

- relief staff
- part-time employees from that residence
- full-time employees from that residence by rotation. Rotation list to be established by seniority, most senior at the top of the list.
- part-time employees from other programs
- full-time employees from other programs

A list of relief employees eligible to work in each program will be maintained at each program or residence. Eligible relief employees will be offered available hours in a fair and equitable manner.

4.6 Meals & Rest Period: Employees shall continue to responsibly integrate meals and breaks into their work schedule while maintaining their commitment to the individuals being served.

There shall be no pyramiding of overtime or other premium pays or differentials.

4.7 Employees whose regularly assigned position is either asleep overnight will be paid at the skills instructor rate only if they are assigned skills instructor duties between 9:00 AM and 11:00 PM; such hours will be paid at the straight time skills instructor rate unless they are extra hours worked (whether in the beginning or end of the work week) in addition to forty (40) hours worked in the employee's regularly scheduled work week, in which case the employee will be paid at one and a half times (1.5x) the skills instructor rate for those hours.

ARTICLE 5 DISCIPLINE & DISCHARGE

5.1 No employee shall be disciplined or discharged except for just cause, provided that an employee may be terminated, with or without cause during their introductory period.

5.2 Notification to Union. The Agency will notify the Union within seventy-two (72) hours of discharge, suspension or written warning of an employee.

ARTICLE 6 GRIEVANCE PROCEDURE & ARBITRATION

A grievance is defined as any dispute between the Union or an employee and the Agency concerning the interpretation, application or meaning of any of the provisions of this Agreement.

6.1 If a grievance as defined in paragraph 1 arises, it shall be processed in the following manner:

Step 1. Within fourteen (14) days of the date the aggrieved employee knew or reasonably should have known of the occurrence or non-occurrence which gives rise to the grievance, the aggrieved Employee shall discuss the grievance with his/her immediate supervisor; grievances of discharges or of Agency-wide policies/practices shall be submitted by the Union directly to Step 3. Union representation is not required at this step. A Union representative may accompany the employee if requested by the employee.

Step 2. If not resolved within fourteen (14) days after being first submitted in Step 1, the grievance may be submitted to the Department Manager. When grievances are presented in this Step 2, they shall be reduced to writing, specifically referring to the provision(s) of this Agreement on which it is based, and signed by the aggrieved employee or an authorized Union representative. A grievance so presented in this Step 2 shall be answered by the Department Manager or designee in writing within ten (10) days after its presentation.

Step 3. If the second step answer is not accepted, then the written grievance may be submitted to this third step of the grievance procedure by the Union within ten (10) days following receipt of the second step answer. A grievance presented in this step must be reduced in writing, specifically referring to the provision(s) of this Agreement on which it is based, specify the relief requested, be signed by an authorized Union representative and presented to the Vice President of Human Resources or designee. A meeting between the authorized Agency representatives and authorized Union representatives including a reasonable number of Agency employees shall be held within ten (10) working days after submission of a grievance into this third step. The Agency's answer to a grievance presented at this third step shall be given to the Union within ten (10) days after the third step meeting.

6.2 Failure on the part of the Agency to answer a grievance at any step shall not be deemed acquiescence to or acceptance of the grievance. In such cases, the grievance must be processed to the next step in the grievance procedure or shall be deemed withdrawn.

6.3 It is agreed that the submission and discussion of grievances will be limited to mutually agreeable reasonable times so as not to interfere with work schedules. Employees submitting or discussing grievances under this section on scheduled time shall not lose any straight time pay. Stewards shall not lose straight time pay when necessary to investigate or present grievances on scheduled time in Step 1, nor when necessary to investigate new material presented by the Agency, nor for time spent during meetings on scheduled time with Agency representatives in Steps 2 or 3.

6.4 If the grievance is not resolved pursuant to the foregoing procedure, the Union may submit the grievance within thirty (30) days after completion of Step 3 of the grievance procedure to the Labor Relations Connection. The Union's failure to submit a grievance

for arbitration to the Labor Relations Connection within thirty (30) days after completion of Step 3 of the grievance procedure shall be deemed as a final resolution of the grievance on the basis of acceptance of the Agency Step 3 answer. Only one (1) grievance may be submitted to the same arbitrator at any one (1) time unless mutually agreed by the parties. The decision of the arbitrator shall be final and binding on both parties. All costs and fees of the arbitrator and the Labor Relations Connection shall be paid equally by the Agency and the Union. The arbitration hearing will be held at the Agency's premises or a nearby location with the Agency to pay the full cost of the hearing room.

6.5 The arbitrator shall have no power to alter or amend any of the provisions of this Agreement.

6.6 All time limits to this grievance and arbitration procedure are of the essence and may be waived only in writing signed by authorized representatives of the Agency and the Union.

6.7 Either party may require that a stenographer qualified as a Massachusetts state court stenographer attend and make the official record of the arbitration hearing. In such an event, the cost of the stenographer and the original of the transcript for the arbitrator shall be paid equally by the Agency and the Union. Each party shall pay the cost of its own copy of the transcript.

ARTICLE 7 NO STRIKE — NO LOCKOUT

7.1 The term "strike" shall include any strike, sympathy strike, sit down, slow down, and any other stoppage or interruption of work.

7.2 The Union agrees that there shall be no strikes by the Union or any employees during the term of this Agreement. The Agency agrees that there shall be no lockout during the term of this Agreement.

7.3 Any employee who causes, encourages, or knowingly participates in a strike may be discharged.

7.4 Should a strike or other violation of this Article occur during the term of this Agreement, the Union shall immediately upon receipt of written notice from the Agency take all reasonable action required to bring an immediate end to the strike.

ARTICLE 8 INTRODUCTORY PERIOD

8.1 A newly hired full time or regular part time employee shall complete an introductory period of three (3) months. For employees with less than one (1) year of prior comparable work experience, the Agency may extend this introductory period by an additional three (3) months upon written notification to the employee. A newly hired relief employee shall complete an introductory period of five hundred twenty (520) hours actually worked. An employee may be discharged during his/her introductory period with or without just cause.

ARTICLE 9 VACANCIES

9.1 Notice of Vacancies: When there is a vacancy in a bargaining unit position which the Agency determines will be filled, notice of such available positions will be posted every other Friday in conjunction with payroll on the Waystone website (www.waystonehhs.org), Paycom employee self-service, and at the reception desk in the main office. The notice shall include: a) job title, b) job site; c) hours per week; and d) shift schedule. Any employee interested in the vacancy shall fill out an online transfer application that can be found on the Paycom employee portal within fourteen (14) days and shall receive a response from Human Resources or the appropriate manager within fourteen (14) days stating the status of the application.

9.2 Selection: The Agency shall select an applicant who is qualified to perform the duties and responsibilities of the position. For promotions, among qualified applicants with equal experience, relevant education and performance records, seniority will be the deciding factor; for transfers within the employee's current job classification, seniority will be the controlling factor provided the employee meets the qualifications for the position described pursuant to Article 9.1. For promotions, performance records under this Agreement shall be limited to the Agency's right to reject any employee with a written disciplinary action on file dated within twelve (12) months prior to the posting. All applicants must also be acceptable to individual(s) receiving support in accordance with Article 21. The employee selected may voluntarily return to his/her former position within two (2) weeks from the date they started work in the new position or within four (4) weeks, if the position remains vacant.

If a relief employee is promoted into a new position, he/she must complete an introductory period of three (3) months in the new position. If the Agency determines that the employee has not successfully completed this introductory period, the employee will be returned to a relief position.

9.3 Extra hours: The above provisions (Articles 9.1 and 9.2) will also apply when four (4) or more hours per week are permanently added to a bargaining unit position; provided, applicants from the affected program shall be given first preference for that position. When three (3) or fewer hours per week are permanently added to a bargaining unit position they will be posted in the staff communication log within the affected program only and Article 9.2 above will apply with applicants from the affected program given first preference.

9.4 In the event it becomes necessary for the Agency to involuntarily transfer or reassign employees from one program or location to another program or location, the selection of an employee for involuntary transfer or reassignment shall be based on inverse seniority among qualified employees and shall not result in a loss of straight time

pay. Except in emergencies, fourteen (14) days written notice will be given before the transfer is effective.

ARTICLE 10 SENIORITY

10.1 Definition of Seniority: An employee's seniority shall be defined as being equal to his/her length of continuous employment with the Agency, unbroken by any of the reasons specified in Article 10.2. An employee will acquire seniority from his/her date of hire.

10.2 Loss of Seniority: An employee shall lose his/her seniority if he/she quits, resigns, retires, is discharged, exceeds a leave of absence or exhausts recall rights under Article 11.

However, if the Agency chooses to re-hire a past employee within twelve (12) months of his/her last day of employment at Fidelity House, Inc., he/she shall regain the seniority he/she had on his/her last day of employment.

ARTICLE 11 REDUCTION IN FORCE

11.1 In the event the Agency decides that it is necessary to reduce its working force, the affected employees and the Union shall be given at least fourteen (14) days' notice. The Agency will meet with the Union as soon as possible after giving notice to discuss alternatives. In selecting employees to be laid off, the Agency shall take into consideration the seniority, qualifications, and work performance of the affected employees. The Agency shall have the right to retain employees based on qualifications and/or work performance rather than strict seniority. Among qualified employees with equal work performance employees shall be laid off in inverse order of seniority (last in first out).

11.2 In the event of a reduction in force under this Article, seniority shall be considered within each program. Employees to be laid off will be required to accept any vacancy in the same job for which they are qualified; if there are no vacancies the employee will be given one (1) opportunity to displace the most junior employee in the same job agency-wide for which the employee otherwise to be laid off has equal qualifications and job performance and is acceptable to the persons being served within the meaning of Article 21. The Agency will accept employee volunteers for lay-off in the same jobs targeted for layoff from within the affected program before implementing a lay-off.

11.3 An employee who is laid off will be eligible for recall for twelve (12) months or for their length of seniority at the time of layoff, whichever is less. Employees on recall must notify the Agency whether they will accept the recall within seventy-two (72) hours of the first time the Agency contacts them regarding the recall. Contact may be made by phone call, text message, and/or email. Employees on recall shall be offered vacancies on the same basis as actively employed employees under Article 9. An employee who is recalled to his/her former position (same classification, hours, shift and work-site) and refuses the position shall thereby lose recall rights.

11.4 For purposes of this article, consideration of work performance shall be limited to repeated written disciplinary warnings or a suspension, not subject to the grievance procedure, within two (2) years of the reduction in force and qualifications shall mean as described for the position pursuant to Article 9.1.

11.5 When an employee has had his/her hours involuntarily reduced, the Agency shall make every reasonable effort to give that employee additional hours to make up the difference. Such employee shall have first preference to be given additional hours should they become available within the same program. An employee who is offered the same hours (same time and work site) that he/she involuntarily lost and refuses them shall lose the above-mentioned right to first preference. When the Agency decides it is necessary to reduce the hours in a program, seniority will determine which hours are reduced when

reasonable among equally qualified employees provided the employee is acceptable to persons being served within the meaning of Article 21.

11.6 For purposes of this article, seniority may be exercised by a full time employee to displace another full time employee or a part time employee; a part time employee may exercise seniority only to displace another part time employee.

ARTICLE 12 INVESTIGATIONS

12.1 Employees may be suspended with or without pay by the Agency pending investigation of a complaint to a governmental entity or the Agency's investigation of an allegation of abuse or neglect. If the allegations are not substantiated, the employee shall be reinstated to his/her former position and made whole for any loss of pay. If the allegations are substantiated, the Agency will take appropriate disciplinary action.

12.2 The Agency will have the right to suspend an employee without pay if, in the Agency's determination, such action is warranted based on the facts and circumstances of the specific incident. If an employee is suspended solely due to an ongoing governmental investigation, the employee will be suspended with pay for the first fourteen (14) days of the investigation and without pay thereafter.

12.3 Nothing in this article shall limit the Agency's right to discipline employees for just cause at any time regardless of the status of any governmental investigation.

ARTICLE 13 PERSONNEL FILES

13.1 The Agency shall maintain one permanent employee file and a separate CORI and medical file for each employee. The Agency shall allow employees to review their personnel, medical and/or CORI records during normal business hours upon written

request and to obtain a copy of their record. For purposes of this Article personnel records shall include all records kept by the Agency that identify an employee to the extent that the record is used or has been used, or may affect or be used relative to the employee's qualifications for employment, promotion, transfer, additional compensation or disciplinary action. It shall not include information about a person other than the employee if disclosure would be an unwarranted invasion of privacy. The employee (or a union representative on behalf of the employee) shall have the right to comment in writing on anything in their personnel file. The CORI and/or medical files will not be reviewed except in the presence of the Vice President of Human Resources or his/her designee and only on a strict need-to know basis.

13.2 Employees shall be given or mailed a copy of any material negatively impacting the employee that is placed in the employee's personnel file and such material will not be the basis for any disciplinary action after two (2) years if there is no recurrence of the action or omission which the material refers to. Warnings, except for abuse or neglect of an individual served by the Agency, will be removed after two (2) years, or earlier at the discretion of the Agency, if there is no recurrence of the action of omission the warning refers to.

ARTICLE 14 ALCOHOL & DRUG-FREE WORKPLACE

It is the policy of the Agency to maintain an alcohol and drug-free workplace in keeping with the intent of the Drug-free Workplace Act of 1988. The unlawful distribution, dispensation, possession, sale or use of an illegal substance, alcohol, or marijuana in the workplace or while engaged in Agency work is strictly prohibited.

The use of alcohol or illegal substances by employees while on duty is not allowed under any circumstances.

ARTICLE 15 HEALTH, DENTAL, LIFE INSURANCE, AD & D, LTD, PROFESSIONAL LIABILITY INSURANCE, AUTOMOBILE INSURANCE

The Agency shall continue to offer participation in its group health, dental, life, AD&D and LTD insurance plans to all full and regular part-time employees who are regularly scheduled to work twenty-five (25) or more hours per week on the same basis as in effect at any given time for all other such employees of the Agency. The Agency shall also continue to provide coverage under its Professional Liability and Automobile Insurance Plans as in effect at any given time for all other employees of the Agency. Before implementing any reduction in these benefits, the Agency will provide the union with forty-five (45) days' notice and, if requested, discuss the changes with the Union.

ARTICLE 16 SECTION 125 AND RETIREMENT

16.1 The Agency shall continue to offer participation in pre-tax contributions to medical and dental reimbursement accounts. In accordance with Section125 of the IRS codes, Medical and Dental premiums are deducted pre-tax.

16.2 Waystone offers a 401K retirement savings plan to all employees who are over the age of eighteen (18). Employees may have some options for investments and are eligible to sign up for this benefit upon hire. The plan is currently administered through Mutual of America and includes a discretionary match provision. A discretionary match may be approved in the sole discretion of the Board of Directors. To be eligible to receive a Matching Contribution for such a Plan Year, you must have completed a full year of employment before the conclusion of the Plan Year, have worked one thousand (1,000) hours during the Plan Year, and be employed at the time of the distribution of any matching payment. There is a five (5) year vesting period to be fully vested in the matched portion of the plan. Terms of the Plan will supersede any conflicting provisions of the collective bargaining agreement.

ARTICLE 17 VACATION, PERSONAL AND HOLIDAY TIME

17.1 Vacation Time: Except for the first (1st) year of employment, the vacation year is our fiscal year, beginning July 1 and running through June 30.

Vacation time is granted, without deduction in salary, to full time and regular part-time employees. Vacation time is accrued on regularly scheduled hours up to forty (40) hours per week.

Full-time employees will be eligible for the equivalent of two (2) weeks paid vacation, i.e., eighty (80) hours in the first (1st) full year of employment; and the equivalent of three (3) weeks, i.e., one hundred twenty (120) hours in the second (2nd), third (3rd), and fourth (4th) successive years. In the fifth (5th) year, regular full-time employees are entitled to the equivalent of four (4) weeks' vacation, i.e., one hundred sixty (160) hours. In years six through ten (6 – 10), one (1) additional vacation day each year (eight (8) hours) will be added to a maximum of five (5) weeks (two hundred (200) hours). Regular part-time employees will be eligible for the same on a prorated basis of their regularly scheduled hours/week. Full time and regular part time employees, who work for less than a full year, will be eligible for a proportion of vacation time that is equal to the proportion of the year that he/she worked.

Vacation benefits must be taken as time off with pay. Pay may be granted in lieu of vacation time off only by the written mutual agreement of the employee and the Agency.

Employees may request payment for unused vacation time in excess of the one (1) week's worth of vacation time that can be rolled over into the following fiscal year if the employee has used at least two (2) weeks' vacation time during the fiscal year. Such requests must be made in writing and must be submitted to the Agency by April 1 of each year.

Vacation time will be arranged in advance with the employee's supervisor. Employees who submit a written request for vacation time to their supervisor will receive written notice approving or denying the request within one week from the time the supervisor receives the request. In general, no more than two (2) weeks' vacation may be taken consecutively; exceptions require prior written approval of the employee's supervisor.

Vacation time will be taken within the current fiscal year or be forfeited; however, up to one (1) weeks' vacation may be rolled over from one (1) fiscal year to another provided it does not result in more than five (5) weeks' vacation entitlement in any fiscal year. In the first year of employment, which may not coincide exactly with the fiscal year, the portion of vacation time accrued during each fiscal year must be taken within each fiscal year. If vacation time is used and the employee does not work the proportion of the year that would entitle him/her to that time, the employee is obligated to reimburse the Agency either by personal check or by authorizing a deduction from his/her paycheck.

Payment at termination in lieu of earned vacation time will be made only for time accrued during the current fiscal year and not for any vacation time that may have been "rolled over" by special permission.

Conflicts: Where vacation requests of two (2) or more employees' conflict and they cannot all be granted, the request of the more senior employee(s) will be granted provided that they have made their request at least eight (8) weeks in advance unless a junior employee has requested and obtained approval for vacation time requiring prepaid reservations or a deposit for travel and/or accommodations. Approved vacation requests will be posted in the staff logbook or similar location at each program.

In the event that two (2) or more employees request the same dates off for vacation two (2) or more years in a row, and the requests cannot all be granted, then the employee(s) request will be granted in an equitable manner by rotation. Vacation time requests with at least two (2) weeks' notice will be approved insofar as is practical.

17.2 Personal Time: Personal time is time off from work for personal needs. Full-time employees will be eligible for three paid personal days, twenty-four (24) hours, per year. Regular part-time employees will be eligible for personal time on a prorated basis. In no cases will payment be made upon termination for personal days not taken. Personal time cannot be carried over from year to year. Requests for personal time must be made to the supervisor with reasonable advance notice.

17.3 Holidays The Agency's paid benefit time includes the following holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Effective January 1, 2025, employees who have completed ten (10) years of service with the Agency will be eligible for an additional paid Holiday to celebrate their birthday, effective January 1st of the next calendar year. Such employees must comply with the scheduling requirements of this Article.

Since each holiday is the equivalent of eight (8) hours, full-time employees will be eligible for ninety-six (96) hours of paid holiday time per year, as arranged with the employee's supervisor. For regular part-time employees, holidays will be credited on a prorated basis, i.e., a twenty (20)-hour employee will be eligible for forty-eight (48) hours of paid holiday time per year.

Note: For time actually worked on Thanksgiving Day (9 AM – 11 PM), Christmas Eve (9 PM – 9 AM), Christmas Day (9 AM – 11 PM) and also on New Year's Eve (9 PM – 9 AM) employees shall be paid at one and one-half times (1.5x) their straight time rate.

Specific requests to substitute a religious holiday for one (1) of the holidays listed above may be made by the employee to his/her supervisor.

If an employee works on a holiday, they must use the benefit time within ninety (90) days, provided in all cases the holiday time must be used by the end of the fiscal year.

Where the needs of the individuals served require the presence of particular staff, such staff may be allowed to use the holiday time outside the ninety (90) -day period at the discretion of management, such decision not to be subject to the grievance and arbitration procedure.

Holidays that fall during a paid vacation will be treated as a paid holiday and will not be charged against vacation time.

Pay may be given in lieu of earned but unused holiday time if an employee terminates employment before he/she has taken holiday time unless the employee has been discharged for just cause.

Holiday Scheduling. Employee requests not to work a holiday with at least four (4) weeks' notice shall not be unreasonably denied. Holidays shall be scheduled in an equitable manner. If two (2) or more employees' holiday request conflict every effort will be made to grant both requests. If they cannot be granted the holiday will be given to the person with at least one (1) year of service whose request for that holiday was granted the least recently.

17.4 Summaries of available sick time, vacation time, holiday time and personal time are available to all employees in the electronic time and attendance system. Upon request by an employee, the agency will provide a written report of available sick time, vacation time, holiday time and personal time.

ARTICLE 18 HEALTH AND SAFETY

18.1 Health and Safety The Agency agrees to provide a safe and healthful work environment for all employees. The Agency further agrees to comply with all local, state, and federal health and safety laws and regulations.

18.2 No employee will be required to engage in any practice by themselves which training and /or established practice have identified as requiring two (2) or more people to carry out.

18.3 The Agency will continue its advisory Health and Safety Committee to meet at least quarterly. A Union representative or steward may attend meetings to raise issues of concern. In addition to the quarterly meetings, upon request of either party, the committee shall meet to address immediate issues of concern.

ARTICLE 19 TRAINING ATTENDANCE

19.1 Training: Employees will be paid their regular rate for all required training attended. When an employee is scheduled to attend a required training or at a time that is not part of the employee's regularly scheduled hours, the Agency shall not reduce or change the employee's regularly scheduled hours without the employee's agreement, except in those cases where overtime pay would result. Any such reduction of hours will be scheduled at a time taking into account the wishes of the individual employee, insofar as practical.

19.2 Cancelled Training: Employees scheduled for a required training, which has been cancelled, will be paid at their regular rate for the amount of time the training was scheduled up to a maximum of four (4) hours for each training unless the employee has been notified of the cancellation at least twelve (12) hours in advance.

19.3 The Agency may continue to withhold step raises from an employee for failure to complete required training provided there was sufficient availability and notice given.

ARTICLE 20 UNION BUSINESS

20.1 Visitation: The Agency will allow a duly authorized Union representative or steward access to the Agency's premises for the purpose of conferring with employees covered by this Agreement when necessary to enforce this agreement. Such visits with Union stewards and /or employees shall not interfere with the operations of the Agency and privacy of residents shall remain paramount. Prior to any such visit, the Union steward or representative shall notify the Agency's President & CEO, Vice President of Human Resources or their designee.

20.2 Union Stewards and Officers: Union stewards and officers elected and/or appointed by the Union shall act as agents of the Union. Such Union stewards and/or officers are authorized to receive complaints and process grievances through the grievance procedure. The Union will furnish the Agency with a written list of such stewards and officers.

20.3 Orientation: The Agency agrees to give each new bargaining unit hire a copy of this Agreement and additional reasonable written material supplied by the Union (including a Union membership application card), the current list of Union officers/stewards with phone numbers and the address and phone number of the Union office. The Agency also agrees to provide union stewards or a union representative with reasonable access to employees during orientation to explain to them their rights as members of the bargaining unit. Meetings with employees during orientation will not exceed thirty (30) minutes. The union stewards will not be paid by the Agency for these meetings.

20.4 Contract Negotiations: The Agency shall continue to release members of the Union negotiating committee from work to participate in negotiations under reasonable conditions.

20.5: Union Leave: Insofar as practical, time off upon reasonable advance notice for up to eighteen (18) days per year without loss of benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the Massachusetts AFL-CIO and SEIU, the Local 509 stewards' assembly, annual meeting, Executive Board meetings, lobby days or training days. In addition, consistent with staffing needs, up to fourteen (14) stewards will be given time off without loss of benefits or other privileges to attend the annual steward's assembly day.

Additionally, an unpaid leave of absence not to exceed one (1) year shall be granted, without loss of seniority, to an employee, if such employee is elected to union office or appointed to a union position. For leaves of absence of up to three (3) months, at the end of said leave, the employee will return to his/her previous position or an equivalent position with the same status and pay rate. For leaves of absence in excess of three (3) months, at the end of said leave the employee shall be returned to an available position.

20.6 Union notebooks: The Agency will provide space for a Union notebook at each staffed residence and at the main office, provided they do not contain inflammatory or otherwise inappropriate material.

ARTICLE 21 INPUT FROM THE INDIVIDUALS WE SERVE

In making decisions regarding selection for vacancies or promotion under Article 9, transfer or discipline of employees, the Agency shall consider input from the individuals we serve or their families when appropriate as follows:

- The employee will be advised of the input and the individual who provided it.
- The employee will be given the opportunity to respond to the input.
- Employees will not be adversely affected based on retaliatory input.

The Agency will make every effort to ensure that input from individuals we serve is objective and factual. However, it is recognized that the ability to work with individuals is critical and the Agency retains the discretion to take action based on input from individuals we serve provided the Agency's discretion is not exercised in an arbitrary or capricious manner.

ARTICLE 22 LABOR MANAGEMENT COMMITTEE

22.1 The Union and the Agency agrees that individuals from both parties (not to exceed five from each) be designated, in writing, by each party to the other for the purpose of meeting monthly at mutually agreeable times and places to appraise the other of problems, concerns, suggestions, ideas, etc. related to the facility, the work force and service to the individuals we serve, all to promote better understanding with the other. Such meetings shall not be for the purpose of initiating or continuing bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration proceedings in this Agreement, as grievances shall not be considered proper subjects of such meetings. If an employee attends a meeting on otherwise scheduled work time the employee shall not lose any straight time pay.

ARTICLE 23 SICK PAY, CRISIS LEAVE AND LEAVES OF ABSENCE

23.1 Sick Pay: Full-time employees will be eligible for nine (9) paid sick days, i.e., seventy-two (72) hours per fiscal year. Regular part-time employees will be eligible for

sick time on a prorated basis, i.e., a twenty (20) -hour employee will be eligible for four and one-half (4.5) paid sick days or 36 hours per fiscal year.

Sick Pay that is not used in the current fiscal year may accrue from year to year. It can be used for illness or accident in subsequent successive years of employment. The total number of accrued sick hours will not exceed two hundred (200) for a full-time employee, prorated for a regular part-time employee, i.e., accrual for a twenty (20) hour employee will not exceed one hundred (100) sick hours. The total two hundred (200) hours will include time accrued in the current fiscal year as well as time accrued in previous years. The agency shall comply with the Massachusetts Earned Sick Leave law.

Termination: In no cases will payment be made upon termination for sick days not taken.

23.2 Leaves of absence: Employees who have completed their introductory period shall be eligible for unpaid leaves of absence. All leaves of absence shall be requested in advance (except in case of emergency) and shall be approved by the Agency in a timely fashion. An employee shall accrue seniority while he/she is on an approved leave of absence but shall not accrue benefits, except for such time that the employee on leave is using accrued sick, personal, holiday or vacation time to pay for the leave.

Personal Leave Of Absence: Employees may be granted leave without pay due to personal reasons at the discretion of the CEO or his/her designee.

Family/Medical Leave Of Absence

Eligibility

The Family and Medical Leave Act (FMLA) allows unpaid, job-protected leave to “eligible” employees for certain medical and family reasons (see reasons for taking leave).

Employees are eligible for FMLA if they have worked for the Agency for at least one (1) year and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months.

At the end of a leave, the Agency will return the employee to his/her previous position (up to three (3) months leave), or equivalent position with the same status, pay rate, and seniority as of the date of his/her leave.

Reasons for Taking Leave

Unpaid leave must be granted for any of the following reasons:

- to care for the employee's child after birth or placement for adoption or foster care
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition or
- for a serious health condition that makes the employee unable to perform their job.

Length of Leave

Leave is measured on a rolling twelve (12)-month basis going forward from the date the leave is first taken. During each such twelve (12)-month period, eligible employees will be allowed unpaid, job-protected leave for:

- Employees with less than three (3) years of employment will be entitled to twelve (12) weeks of leave
- Employees with three to five (3 – 5) years of employment will be entitled to an additional six (6) weeks (total eighteen (18) weeks)
- Employees with more than five (5) years of employment will be entitled to an additional twelve (12) weeks (total twenty-four (24) weeks)

For disabilities covered by Workers Compensation employees shall be allowed medical leave of up to six (6) months to return to their previous position and from six (6) months up to twelve (12) months to return to an equivalent position with the same status, pay rate and seniority as of the date of their leave.

Advance Notice and Medical Certification

If an employee expects to be absent for more than five (5) consecutive work days as a result of an illness or injury, they must submit a written request for medical leave to their supervisor and the Vice President of Human Resources as far in advance of the anticipated leave date as practicable. If the absence is due to an emergency, the employee or a member of their immediate family must notify their supervisor as soon as practicable; this should be followed up with a written leave request. All medical leave requests must be accompanied by appropriate medical certification from their health care provider, indicating the condition necessitating their leave request and their projected date of return to work.

At least two (2) weeks' notice should be given prior to Maternity / Paternity leave and agreement in writing reached as to its extent with the employee's supervisor.

If an FMLA request is granted, the employee is required to provide the Agency with additional health care provider's statements at least once every thirty (30) days or more frequently if requested attesting to their continued disability and inability to work. Before being permitted to return from medical leave the employee is required to present the Agency with a note from his or her health care provider indicating that they are capable of returning to work. The Agency may require an independent medical evaluation as to ability to work and/or return to work at the Agency's expense.

Health and Dental Insurance

Fidelity House, Inc. will continue to contribute toward medical insurance for up to twelve (12) weeks. The employee will be responsible for their premium contribution. After twelve (12) weeks, the total cost of all fringe benefits will be the responsibility of the employee.

Use of Accrued Benefit Time

Benefit time will not accrue during the leave period. Accrued benefit time pay may be applied during the leave period as follows:

- For a serious health condition that makes the employee unable to perform their job, they may use any accrued sick, vacation, holiday or personal time.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition, the employee may use any accrued, vacation, holiday or personal time.

23.3 Union Leave

An unpaid leave of absence without loss of benefits or other privileges shall be granted to an employee if such employee is elected or appointed to a full-time union position for up to one (1) year with return to the employee's previous or an equivalent position.

23.4 Crisis Leave

An Employee regularly scheduled to work twenty (20) hours or more per week will receive up to three (3) days of pay in the event of a death in their immediate family. Immediate family is defined as: Parents, Grandparents, Spouse, Significant Other, Children, Grandchildren, Siblings, Aunt, Uncle and Member of the Employee's Household.

ARTICLE 24 TRANSPORTATION

When required and authorized by the Agency, in the course of their work for the Agency, employees use their own vehicles, the employee will be reimbursed at the IRS rate then in effect upon ratification of the 2018-2019 collective bargaining agreement.

ARTICLE 25 VACATIONS OF INDIVIDUALS BEING SERVED

25.1 When all the individuals being served in a particular program are away from the program and the Agency determines that employees assigned to that program are not needed to work there, then such employees will have the option of taking accrued paid leave time or being temporarily reassigned to another program, and if available, the same hours of work and days off.

25.2 Employee(s) will not be required to accompany individuals being served by the Agency on overnight trips away from the program.

ARTICLE 26 WAGES

26.1 All newly-hired members of the bargaining unit will receive the below rates of pay.

- Developmental Specialists, Employment Specialists, Skills Instructors, Respite Providers, and Awake Overnight:
    - Effective 7/1/2024, $20.00;
    - Effective 7/1/2025, $21.00;
    - Effective 7/1/2026, $21.63).

- Day Habilitation Case Managers, Employment Case Managers, ISS Case Managers, Program Assistants, Classroom Specialists, Lead Developmental Specialists, Recreational Integrators, and Career Reps:
    - Effective 7/1/2024, $22.00;
    - Effective 7/1/2025, $23.00;
    - Effective 7/1/2026, $23.69

- Shared Living Coordinators:
    - Effective 7/1/2024, $23.00;
    - Effective 7/1/2025, $24.00;
    - Effective 7/1/2026, $24.72

- Relief staff:
    - Effective 7/1/2024, $18.00;
    - Effective 7/1/2025, $19.00;
    - Effective 7/1/2026, $19.57

- Asleep Overnight and Float Pool must have MAP:
    - Effective 7/1/2024, $19.00;
    - Effective 7/1/2025, $19.75;
    - Effective 7/1/2026, $20.34

- Employees who have completed five (5) years of service with the Agency, will receive a fifty cents ($0.50) per hour wage premium effective July 1st of the next fiscal year. Employees who have completed ten (10) years of service with the Agency, will receive a seventy-five cents ($0.75) per hour wage premium effective July 1st of the next fiscal year.

Within thirty (30) days of ratification, all bargaining unit members with fifteen (15) or more years of service will receive a one-time(1x), five hundred dollars ($500) longevity bonus. Within thirty (30) days of ratification, all bargaining unit member with twenty (20) or more

years of service will receive a one-time (1x), one thousand dollars ($1,000) longevity bonus.

26.2 The Agency shall allocate all monies appropriated by the Legislature to fund wages, to the extent allowed by DDS, retroactive to July 1st of each year of the contract.

26.3 These wage rates, steps and increases are minimums which may be exceeded and increased by the Agency to meet market conditions after notice to the Union and, if requested, discussion with the Union.

26.4 When the Agency assigns an employee to work in a position in a higher pay grade on an interim basis, he or she will be paid in that higher pay grade for the period of time during which he or she is so functioning.

26.5 If any additional funds are appropriated by the Legislature for wages to be effective during the time of this agreement, upon request by the Union, the Agency shall as soon as possible meet with the Union to discuss the allocation of such funds. If no agreement is reached within thirty (30) days of the Union's request to meet, the Union may submit this issue directly to arbitration under Article 6 for an arbitrator to determine how such funds should be allocated.

26.6 Off-duty employees called in to do a med pass will be paid a minimum of two (2) hours.

ARTICLE 27 PROPERTY DAMAGE

The Agency will reimburse employees for costs due to repairing damage to employee's property (other than damage subject to motor vehicle insurance coverage) caused by individuals served by the Agency if the following guidelines are met:

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

ARTICLE 28 MAINTENANCE OF PROPERTY

Employees other than maintenance employees will not be required to do heavy or unreasonably repetitive snow shoveling nor move heavy furniture.

ARTICLE 29 ORIENTATION AND EVALUATION

29.1 Orientation. No inexperienced employee will work alone before they have received an orientation by an Agency supervisor to the program in which she/he is working. The Agency shall make available to all employees, at a minimum, written orientation materials covering the basics in each residence such as emergency procedures, identification of which persons can self-evacuate and other significant individual information.

29.2 Evaluation. Employee evaluations will be based on criteria that are objective and job-related. Evaluations will accurately reflect the employee's performance.

ARTICLE 30 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 31 JOB DESCRIPTIONS

31.1 Upon request, each employee in the Bargaining Unit shall be provided with a copy of his or her job descriptions.

31.2 Should the Agency create a new job(s) or substantially change an existing job(s), the Agency may establish the rate of pay and shall notify the union of the new or changed job descriptions(s). Upon request, the Agency shall discuss the new or changed job(s) with the Union. Any dispute over a pay rate shall be resolved pursuant to the grievance and arbitration procedure(s) in Article 6.

ARTICLE 32 UNION SECURITY

32.1 All present employees who are members of the bargaining unit on the effective date of this Agreement shall, within thirty (30) calendar days after the execution of the Agreement as a condition of employment: 1) acquire and maintain membership in the Union in good standing, and tender to the Union the periodic dues uniformly required as a condition of membership in the Union or 2) 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, within thirty (30) calendar days after the date of hire, as a condition of employment: 1) acquire and maintain membership in the Union in good standing and tender to the Union the periodic dues uniformly required as a condition of membership in the Union; or 2) pay an agency service fee to the Union in lieu of Union membership.

In the event that an employee covered by this Agreement shall refuse and fail to become a Union member or to tender the Union the periodic dues that are obligations of members or to pay an agency service fee, the Agency shall terminate said employee's employment upon written notice from the Union.

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

ARTICLE 33 DUES DEDUCTION

33.1 Check-off. The Agency will deduct dues, with each paycheck, from the pay of employees who request deduction. The Agency shall transmit these funds promptly (but in no case more than thirty (30) days) to the Treasurer of the Union. Included with the check will be a complete list of the employees whose dues are included. Each list shall bear the name of the Agency and the starting and ending dates of the period that the employees worked. The list shall be in alphabetical order by last name and shall contain the following information:

1. full name of the worker.
2. Social Security number.
3. work location, or where a code is used, the work location code. (If a code is used, the Agency shall provide the Union with a complete current list of the codes and the addresses and phone numbers for these addresses).
4. job titles or job title code. (If a code is used, the Agency shall provide the Union with a complete current list of job titles and the wage rates associated with them).
5. the gross wage of the worker for the pay period.
6. the number of hours worked.
7. the amount of dues deducted.
8. any changes in name, address or phone number

In the event that the Agency adds or changes codes in items # 3 and #4, the updated list of codes and associated information shall be provided.

By mutual agreement the Agency and the Union shall attempt to transmit the information detailed above on magnetic media or by electronic transmittal and to convey the dues deducted by electronic interbank transfer.

When the Agency deducts and transmits dues in error to the Union the Union shall promptly process the overpayment and transmit it to the Agency.

33.2 Notification. The Agency will also notify the Union of the name, home address, work location, classification, hiring date, initial schedule, phone number of the work site and rate of pay of each new employee as well as the name of each terminated employee with the date of termination and each employee on an unpaid leave. Such notification to the Union, with a copy to the union chief steward will be made monthly, and, if possible, will be made in an electronic format.

ARTICLE 34 STATEWIDE UNION ACTIVITIES LEAVE

The Agency shall give employees time off without loss of benefits for the purpose of participating in statewide union activities at a time designated by the union. Such leave shall be granted once during each fiscal year. The union shall give the Agency as much notice as possible but at least ten (10) days' notice of the date of the union activity, and the anticipated beginning and end of the event.

A maximum of fifteen (15) employees will be granted up to eight (8) hours' time off each, chosen so that there will remain at least one (1) experienced, MAP certified employee available to work at each residential site.

ARTICLE 35 COMMITTEE ON POLITICAL EDUCATION

35.1 The Agency agrees to honor the voluntary contribution deduction authorizations from its employees who are Union members to the union's Committee on Political Education in the form provided for by the Union.

ARTICLE 36 ENTIRE AGREEMENT

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 within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Agency and the Union for the life of this Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter covered in this Agreement. It is further agreed that this Agreement shall not be altered, amended or modified in any respect except by a document in writing signed on behalf of the parties hereto by their duly authorized officers and representatives.

ARTICLE 37 IMMIGRATION LEAVE

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

37.1 In the event an issue or inquiry arises involving the immigration status or employment eligibility of a non-probationary employee, the Employer shall promptly notify the employee in writing and forward a copy of such notification to the Union. The letter shall contain a concise statement of the issue and reference an employee's rights under this Article. If the issue involves the expiration of an employee's authorization to work, the employee will be suspended until such time as the matter is remedied or other action is taken consistent with this Article. Employees are responsible for filing the necessary application or petition sufficiently in advance to reasonably expect to maintain continuous employment authorization or valid employment authorization documents.

37.2 If permissible under applicable law and/or regulations, the affected bargaining unit member shall be afforded reasonable opportunity to remedy the identified problem or secure acceptable documentation demonstrating that the identified problem is in the process of review or correction before adverse action is taken. Any lawful changes in the employee's documentation or lawful correction in his/her social security number shall not be considered new employment unless there is a break in service, or applicable law would otherwise require the employee to be considered newly hired. If the bargaining unit member does not remedy the issue or provide valid documentation that the issue is in the process of being remedied within thirty (30) days the bargaining unit member may be discharged. If within thirty (30) days there is documentation that a process to remedy the issue has commenced, then the employee has up to ninety (90) days to remedy the process and avoid termination. If the Employee has verified that the identified problem is in the process of review or correction the employee shall not be discharged, but may be suspended provided this is consistent with applicable law. It is understood that if the work authorization has expired an employee cannot work even if the matter is under review. It is understood that an employee suspended pursuant to this paragraph shall not accrue seniority or any other benefits while suspended. Employees terminated according to this article who remedy the issue which resulted in termination, if rehired at the Employer's discretion within six (6) months, shall retain their seniority.

37.3 If the bargaining unit member obtains the valid documentation as referenced in Article 37.2 above, when necessary, he/she may, consistent with operational needs as determined by the Employer, be permitted reasonable unpaid time off to attend relevant proceedings or visit pertinent agencies, for the purposes of correcting the identified problem, provided the Employer is given adequate notice of planned absences and verification of the appointments, hearings or other proceedings for which the time off is requested.

Upon request the Employer agrees to meet with the Union and discuss the employee's issue/problem. When practicable, and permissible under applicable law and/or regulations, this meeting will take place before the Employer initiates any adverse employment action.

The Union and the Employer understand and agree that under no circumstances do the terms of this Agreement void any current or future Local, State or Federal Immigration Laws for which the Employer is required to adhere.

ARTICLE 38 MASSACHUSETTS PAID FAMILY LEAVE

With respect to the Massachusetts Paid Family Leave Law ("PFML"), beginning the payroll period that includes October 1, 2019, the Agency may apportion to bargaining unit members that part of the payroll tax which can be charged to employees under the law, as amended from time to time.

ARTICLE 39 MEAL PERIOD (PARKRIDGE)

The Agency will use its best efforts to ensure employees working six (6) or more hours receive a thirty (30) minute meal period and a private location to eat their meal.

Employees may take their break time off-site with the approval of their immediate supervisors.

ARTICLE 40 CIVIC DUTY (JURY DUTY)

Upon submission to the agency of proper evidence of jury service and of the amount of juror's compensation received, validated by the clerk of the court, the Agency will pay an employee the difference, if any, between the amount received by the employee as juror's compensation and their regular salary actually and necessarily lost on account of such jury service. If an employee is excused or released from jury service during their regular workday, the employee shall return to work.

ARTICLE 41 SNOW DAYS

41.1 A Snow Day shall be defined as a day when the Company closes the day program due to severe weather conditions, including snow, ice, hurricane or other natural disasters.

The agency 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 Waystone (Fidelity House, Inc).

The Company shall notify employees of a Snow Day by five (5) PM on the day before or by six (6) AM on the day of the Snow Day, through email, text message, or phone call.

41.2 When the day hab program is closed for a Snow Day, employees working in the day hab program both regular full-time and part-time shall be eligible to work compensatory shifts in the residential program maintaining their regular pay.

Employees who are authorized to perform their duties remotely may be required to work from home on a Snow Day, at the discretion of their supervisor.

ARTICLE 42 DURATION OF AGREEMENT

This agreement shall be in effect from July 1, 2024, through June 30, 2027.

Agreement signed on 10/18/24

Local 509, Service Employees International Union

President

Union Representative

Fidelity House CRC, Inc.

President & CEO

Vice President of Human Resources

ATTACHMENT A

Memorandum of Understanding
Between
SEIU Local 509 and
Fidelity House Human Services, Inc.
Concerning Article 23

Donations of Sick Time:

An employee who has used all her/his sick time, personal time and holiday time, and all but two (2) weeks of her/his vacation time, may ask bargaining unit members to donate sick time in cases of personal or family illness. Such donations shall be made voluntarily. All donated time shall be transferred between the employees on an hour-for-hour basis.

This policy shall remain in place until sixty (60) days after it is first used. The Agency shall notify the Union when sick time donations are first made. At that time, the Agency and the Union shall meet to discuss continuing the policy.

ATTACHMENT B

Policy Regarding Required MAP Training

New employees must sign up for the next available in-house training in Medication Administration when they are hired. If they are unable to attend the next in-house training because of a scheduling conflict, they must sign up for and attend the following trainings. If the employee does not pass the certification test they have up to 6 months from the date of hire to successfully pass the tests. Additional training and coaching can be arranged as needed.

If the employee has not completed the testing within 6 months, they must move to relief status until they successfully complete the testing. If the other employees on that employee's same shift have the necessary qualifications and certifications, that employee may be relief on that same shift; if not, that employee will be assigned to the relief pool. That employee will have the same contractual bidding rights for a regular employee position as other relief employees. However, if that employee's position remains open when that employee becomes qualified that employee shall be returned to his/her former regular position.

If the employee feels that personal circumstances such as illness have prevented them from completing the testing they should notify their supervisor and the Agency may grant an extension of up to 12 months from the date of hire. At that time the employee may no longer continue in a regular position but must move to a relief position.

For employees who successfully complete the certification process their first-year rate increase will be advanced by up to six months.

Current regular employees are required to maintain current certification in Medication Administration, or to attain initial certification within 6 months of taking a new position in which these certifications are required. Because these skills are necessary job requirements, employees must schedule MAP recertification training at least 60 days prior to the expiration of their certificate. If an employee fails the re-certification test, they have up to 6 months to successfully complete the testing before they must move to a relief position.

Revised Policy Regarding Required First Aid And CPR Training

All employees are required to be certified in First Aid and CPR. New employees have 30 days to complete their certification and cannot be left alone with individuals until certification is complete. If the Agency has not made First Aid and CPR available to the employee, that employee will have an additional 30 days to complete their certification. Current regular employees are required to maintain current certification in First Aid and

CPR. Because these skills are necessary job requirements, employees must begin and complete the re-certification process before their certification expires. The Agency will notify employees of their upcoming First Aid and CPR certification expiration dates 90 days prior to these dates.

ATTACHMENT C

April 15, 2004

Mr. Jon Grossman
LOCAL 509 SEIU
675 Mass Ave
Box 509
Cambridge, MA 02139

Dear Jon;

Here are the Questions and Answers to the insurance questions asked during negotiations:

1) Q. If one of our employees transports one of the individuals we serve on the average of once a week or more, what is the cost of extra business insurance coverage for that type of business activity?

A. The extra cost for any individual is very difficult to determine. There are too many variable factors that need to be considered. For example, what are the currents limits of liability on the policy, where does the person live, what is their driving record, what is their current SDP rating, are there other drivers named on the policy, etc. With that, however, it can be stated that all things being equal, the approximate cost to move to a Class 30 is roughly $30-$40 per car.

2) Q. What coverage applies to one of our employees in the following situation? The employee is using her own personal car to transport an individual we serve. The employee is on paid Agency work time. The employee runs a red light and hits another car. The employee is sued for property damage to the other car, bodily injury to the passenger in the employee's car and bodily injury to other people in the car. What coverage applies to our employee as to each claim? Please note the following:

A. Property damage to the other car: The employee's insurance policy would be primary for both the insured person and for the Agency. If the employee was sued for property damage to the other car, their own insurance policy would be first, and if the damage exceeds the Limit of Liability that they carry on their policy the Agency Automobile Policy would be invoked. If the property damage was in excess of the limit on the Agency Automobile Liability ($1,000,000) the Agency Umbrella policy would kick in on top of that.

Bodily injury to passenger in employee's car: Again, the employee's personal insurance coverage would be primary for injuries to a passenger in their automobile. If the limits of liability were not adequate, then the Agency Automobile Liability policy would be invoked. As noted above, if the injuries were severe, the Umbrella policy would be excess of the Automobile Liability policy.

Injuries to passenger in another car: The employee's personal auto policy is primary with the Agency Automobile Liability policy and Umbrella policy being excess.

3) Q. If one of our employees failed to renew their own car insurance or otherwise had no coverage of their own in effect, would that mean our Umbrella policy would not cover the employee if they were sued?

A. No. If no primary coverage is available (i.e. Employee's Auto coverage has lapsed). The Agency Auto Liability policy becomes primary for both the employee and the Agency. The Agency Umbrella policy would be excess.

4) Q. If a person being transported causes damage to the interior of an Agency employee's car, does insurance cover that?

A. No, but the Agency's policy is to review the incident on a case-by-case basis and reimburse the employee where reasonable.

5) Q. In an accident, what insurance applies to damage to an employee's own car?

A. Only the insurance carried by the employee.

Sincerely,

FIDELITY HOUSE HUMAN SERVICES

Vice President of Human Resources

ATTACHMENT D

RESIDENTIAL PROGRAMS

598 Haverhill Street, Lawrence
164 Berkeley Street, Lawrence
94 Chestnut Court, Andover
601 C Lowell Street, Methuen
601 R Lowell Street, Methuen
36 ½ A Oakland Avenue, Methuen
36 ½ B Oakland Avenue, Methuen
25 Jade Street, Methuen
28 Brook Street, Methuen
26 Haverhill Street, Methuen
28 Haverhill Street, Methuen
435 Oak Street, Methuen
47 East Capitol Street, Methuen
94 Seven Sisters Road, Haverhill
294 Andover Street, Georgetown
21 Buttonwood Drive, Methuen
21 & 23 Bartlett Street, Andover
18 Phillips Crossing, Bradford
273 Lowell Avenue, Haverhill
7 Kimberly Way, Haverhill
4 Barrview Circle, Methuen
42 Steeplechase Circle, Haverhill
280 Main Street, Amesbury
53 Willow Ave, Dracut
76 Mudnock Road, Salisbury
32 Baremeadow Street, Methuen
16 Highland Ave, Haverhill
54 Shattuck Street, Haverhill
148 Kingsbury Ave, Bradford, MA

ATTACHMENT E

MEMORANDUM OF AGREEMENT
STAFF MEETING

All employees are required to attend staff meetings subject to the following:

1. All employees who have staff meetings built into their regular schedules are required to attend those staff meetings. Such meetings are considered the same as regular work shifts and if staff should miss such a meeting, the same notification procedures are required as for a regular work shift. If such meetings are cancelled, staff will be paid for the time.

2. All staff working less than 14 hours/week are encouraged but not required to attend staff meetings.

3. All staff who do not have staff meetings built into the regular schedule will be required to attend at least one of two staff meetings per month. Such meetings will be at a mutually agreeable time set between the employees and Program Director. Staff who do not attend these meetings will not be paid for the meeting time.

4. Staff who have staff meeting built into their schedule but have not been attending and who up until this point have received no disciplinary action as a result shall be required to attend staff meetings as described above. However, such staff will be allowed a grace period of 3 months from the date of implementation of this policy to make any necessary changes to allow them to attend. During this time, such staff shall meet with their Program Director to discuss the arrangements they are making and which meetings they will be able to attend. At the end of the 3-month period, staff will be expected to attend all staff meetings that are built into their schedule as described above.

ATTACHMENT F

Memorandum of Understanding between Fidelity House, Inc and SEIU Local 509

In the event the Commonwealth appropriates additional funds for pay increases for employees who participate in trainings, so-called Quality Care payments, the employer will distribute the funds in accordance with state requirements. To the extent distribution of such funds are discretionary, the parties agree to bargain over such discretionary distribution and related training requirements. The Employer shall not be required to bargain about wages generally, except as otherwise set forth in this Agreement, nor shall the employer be required to undertake or bargain about any training which results in increased costs, nor forego other funding in order to obtain Quality Care payments. The Employer shall have no obligations whatsoever under this section unless and until appropriation of Quality Care funds and the funds are made available to Fidelity House, Inc. The no-strike provisions of this Agreement shall remain in full force and effect during any bargaining under this section.

ATTACHMENT G

SIDE LETTER EFFECTIVE 7/1/2024

MEMORANDUM OF UNDERSTANDING BETWEEN FIDELITY HOUSE, INC. (d/b/a WAYSTONE HEALTH AND HUMAN SERVICES) AND SEIU LOCAL 509

EDUCATIONAL TUITION ASSISTANCE

The parties agree to implement the Waystone Educational Assistance Policy, as modified from time to time. It is further agreed that the “job related” course requirement cited in the policy will be interpreted in the broadest terms. Decisions regarding eligibility will not be subject to Article 6, Grievance Procedure & Arbitration.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement is entered into by and between Waystone Health & Human Services ("the Employer") and SEIU Local 509 ("the Union") regarding a specific holiday schedule modification for employees working in the Representative Payee and Day Habilitation programs.

Whereas the current collective bargaining agreement identifies Veterans Day as a recognized holiday;
And whereas the parties seek to accommodate program needs and employee preferences by adjusting the observance of holidays in select programs;

The parties agree as follows:

Holiday Schedule Adjustment for Rep Payee and Day Habilitation Programs:

- Employees working in the Representative Payee and Day Habilitation programs will work on Veterans Day.
- In exchange, these employees will be granted the day after Thanksgiving as a paid day off.

Holiday Pay Treatment:

Veterans Day

Employees in the affected programs who work this day will be compensated at their regular straight-time rate, and will not receive holiday premium pay.

Veterans Day will not be treated as a paid holiday for these employees.

Day After Thanksgiving

Will be treated as a paid holiday for affected employees in the Rep Payee and Day Habilitation programs only. Employees will be paid their regular rate for the day off.

If any employee in these programs is required to work on that day, holiday premium pay will apply consistent with the collective bargaining agreement.

This agreement applies only to employees working in the Rep Payee and Day Habilitation programs.

This adjustment shall not be construed as a past practice or precedent for future bargaining or holiday observances.

For Waystone Health & Human Services

_____

Date: 11/10/2025

For SEIU, Local 509

_____

Date: 11/12/2025

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Waystone Health & Human Services ("the Employer") and SEIU Local 509 ("the Union") regarding milestone longevity bonus for bargaining unit employees.

Whereas the current collective bargaining agreement includes general provisions recognizing employee service and dedication;
And whereas the Employer wishes to formally acknowledge long-term service milestones as part of its 2025 total compensation strategy;

The parties agree to the following:
Effective January 1, 2025, the Employer will issue a one-time, non-base-building longevity bonus to bargaining unit employees who achieve the following years of continuous service with the organization in calendar year 2025:

Years of Service	**Bonus Amount**
5 years	$250
10 years	$500
15 years	$750
20 years	$1,000
25 years	$1,250
30 years	$1,500
35 years	$1,750

Employees must reach the applicable service milestone on or before December 31, 2025, and be in active employment status at the time of payout to be eligible.

This bonus is subject to applicable federal, state, and FICA withholding and will be reported as taxable income. It shall not be considered part of base wages and shall not be included in calculations for retirement, overtime, or other wage-based benefits.

This enhancement does not alter any other provision of the collective bargaining agreement and shall not be construed as setting a precedent for future negotiations.

For Waystone Health & Human Services

Date: 11/10/2025

For SEIU, Local 509

Date: 11/12/2025