

AGREEMENT BETWEEN
NORTH SUFFOLK COMMUNITY SERVICES, INC.

and

SERVICE EMPLOYEES INTERNATIONAL UNION
(SEIU) LOCAL 509
RESIDENTIAL UNIT

July 1, 2024 – June 30, 2026

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Preamble

Agreement effective this 1 day of July 2024 by and between North Suffolk Community Services, Inc. hereinafter called "Employer" and Service Employees International Union Local 509, hereinafter called the "Union".

Article 1 – Purpose of Agreement

The purpose of this Agreement is to promote good relations between the Employer, including all its managers and staff, its employees in this bargaining unit and the Union, including all bargaining unit members, and to make clear the basic provisions upon which such relations depend. It is the intent of the parties to come together to provide and maintain mutually satisfactory terms and conditions of employment and to prevent as well as adjust misunderstandings or grievances relating to employment.

To that end the Employer, the employees in this bargaining unit and the Union agree to keep lines of communication open and the Union agrees to encourage bargaining unit members to pursue internal solutions when dealing with safety, staffing and other job-related concerns.

The Employer, including all its managers and staff and the Union, including all bargaining unit members, agree that the mission of the Employer and therefore the duty of employees is to protect and promote the rights of the individuals we serve. Each employee, as a condition of employment is a Mandated Reporter – legally required to report any instance or suspected instance of abuse or neglect of an individual served.

Article 2 – Recognition

The Employer recognizes the Union as the exclusive bargaining representative of its employees in the bargaining unit set forth in the Certification of Representative NLRB 01-RC-270745 and 01-RC-328755 including all full-time and regular part-time (including eligible relief and per diem) non-professional direct care employees employed by the Employer in the Department of Developmental Services (DDS) program and Adult Community Clinical Services (ACCS) program, including direct support professionals I-VI, DS residential awake/asleep overnight, ACCS residential awake/asleep overnight, residential relief workers, residential counselors, awake overnight counselors, overnight support specialists, residential support specialists, residential support specialists II, senior residential support specialists, Certified Nursing Assistants (CNA), CNAs/Awake Overnight, also including non-professional employees in the Adult Community Clinical Service (ACCS) programs including Community Support Specialists, Housing

Coordinators, Peer Specialists, and Senior Community Support Specialists, and excluding all technical employees, confidential employees, managers, guards and professional employees and supervisors as defined by the Act.

Also excluded are relief staff who work less than an average of four (4) hours per week over the previous thirteen (13) weeks.

Article 3 – No Discrimination

- A. There shall be no discrimination, retaliation, restraint or coercion by either the Association or its representatives or the Union or its representatives against an employee because of their membership or non-membership and/or participation or non-participation in the Union and/or its activities.
- B. The parties agree that neither shall discriminate against any employee on the basis of race, sex, religion, age, national origin, physical or mental disability, sexual orientation, gender identity, color, marital and/or parental status or veteran status and in addition neither party shall sexually harass – as that term is defined under applicable law – any employee.
- C. It is the intent of the parties to avoid unnecessary litigation of disputes in multiple forums and to encourage the consolidation of proceedings into a single forum. If at any time an employee files a claim of discrimination with any state or federal agency or court, the employee thereby waives the right to bring or maintain a grievance or arbitration over the subject matter of that claim, and any grievance or arbitration proceedings concerning that claim which may have already begun or taken place shall be terminated and any obligation imposed upon the Employer shall be rendered null and void.

Article 4 – Union Security, Dues and Voluntary Deductions

- A. All employees included in the bargaining unit on the effective date of this Agreement shall as a condition of continued employment, within thirty (30) calendar days after the execution of this Agreement acquire and maintain membership in good standing in the Union for the duration of this Agreement and tender to the Union the periodic dues uniformly required as a condition of membership or pay an agency service fee, as that term is understood, 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 thirty (30) calendar days after the date of hire, acquire and maintain membership in good standing in the Union and tender to the Union the periodic dues uniformly required as a condition of membership or

pay an agency service fee, as that term is understood, to the Union in lieu of Union membership.

- B. In the event an employee covered by this Agreement refuses and fails to acquire and maintain union membership and tender to the Union the periodic dues that are obligations of members or to pay to the Union an agency service fee, the Employer shall, immediately upon written notice from the Union, suspend said employee's employment for up to two (2) weeks or until said employee comes into compliance with this Article, whichever comes first. If the employee does not come into compliance with this Article by the end of the two (2) week period than the Employer shall terminate said employee's employment. The Employer will be held harmless for any suspension/termination pursuant to this Article.
- C. The Union shall have the exclusive right to the checkoff 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 pay and to the designation of the Union as the recipient thereof.
- D. The Employer agrees to deduct Union dues, and/or agency service fees from the pay of employees who voluntarily authorize such deductions by submitting appropriate signed authorization to the Employer. If an employee wishes to revoke his/her dues or agency fee deduction authorization, the employee may do so by providing written notice to the Union and Employer. Deductions shall be made in the amounts certified by the Union as those uniformly required as a condition of acquiring or maintaining membership, or satisfying an employee's agency fee obligations, and shall be made in accordance with the terms of said authorization.
- E. The Employer agrees to remit to the Treasurer of the Union all such authorized deductions no later than fifteen (15) days following the period in which the deductions were made. Included with the payment will be a list of each employee whose dues and/or agency service fee were deducted along with their job classification/title, gross pay for the period, hourly pay rate, hours and amount deducted.
- F. 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 employee including the following information: name, address, phone number, job title, hire date, work location, rate of pay.

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 no less frequently than monthly.

- G. The Union shall indemnify and save 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 written authorization of the 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 harmless from any claim, actions or proceedings by any employee arising from deductions 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.

- H. An employee may consent in writing to the authorization of the deduction of a political education fund fee from their wages and to the designation of the Union as the recipient thereof. Such consent shall be on a standard union form and shall bear the signature of the employee. An employee may withdraw their political education fund fee authorization by giving notice in writing to the Union.

Article 5 – Management Rights

Except as expressly modified or restricted by a specific provision or provisions of this Agreement the Union recognizes the right of the Employer to manage the business and direct the work 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 Employer at any one time; establish, 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 supervisor, 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.

Article 6 – Strikes and Lockouts

- A. During the term of this Agreement or any extensions thereof, there will be no strikes of any kind, stoppages or interruption of work, slowdowns, or sickouts, or picketing on or about the premises of the Employer. The Union will not use the Employer's name or logo in any way which purports to represent itself as speaking for the Employer without express approval of the Employer.
- B. 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.
- C. The Employer has 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 will be whether the grievant participated in any of the activities prohibited by this Article.
- D. The union further agrees that in the event of any violation of this article the union will immediately order that such violation cease and will use its best efforts to assure compliance with the agreement.
- E. It is understood that, regardless of whether or not a grievance case is pending, the above will be in full force and effect at all times and that there will be no concerted slowdown or cessation of work or effort.
- F. The Employer agrees that during the term of this agreement or any extensions thereof it will not lock-out any employees.

Article 7 – Union Business

- A. Within thirty (30) calendar days of the execution of this agreement, the Union will furnish to the Employer a complete list identifying the Union Representatives, Elected Officials and Union Stewards responsible for fulfilling the union's statutory obligations and exercising its statutory rights at the Employer. The Union further agrees that this list will be updated as necessary to reflect changes. The Employer will not be required to recognize or deal with union representatives, union stewards and/or elected officials whom the union has not previously identified to the employer in writing. The number of Union Shop Stewards shall not exceed fifteen (15).

- B. With the exception of an investigatory meeting where a Bargaining Unit member requests to exercise their Weingarten Rights and up to fifteen (15) minutes (which must be authorized in advance by the Division Director) for union stewards to process grievances filed under the terms of this Agreement, the Employer is not responsible for any time spent by Union Stewards on duties and activities associated with their positions as union stewards.
- C. Union Representatives and Shop Stewards will conduct no union business at the Employers' facilities and/or at any other location with employees who are on work time except as provided in this agreement or with prior approval of the CEO or their designee. There will be no Union meetings at any Employer facility, property, or in any vehicle being used to transport individuals without prior approval of the CEO or their designee.
- D. Union Leave of Absence. Upon request of the Union, an unpaid leave of absence may be granted at the sole discretion of the Employer to an employee to perform full-time official duties on behalf of the Union. Such a leave may not exceed one (1) year.
- E. The Employer shall provide space for Union bulletin boards at each work location for the exclusive use of the Union. Stewards will have access to the Union Bulletin Boards in every work location.

Article 8 – Labor Management Committee

- A. For the purpose of discussing matters of mutual interest and concern, the parties agree to establish a Labor-Management Committee that will consist of no more than four (4) members selected by the union and four (4) members selected by the Employer unless otherwise agreed by the parties. The Committee will serve in an advisory capacity and meet at the request of either party, but not more than four (4) times each year unless mutually agreed. The Party requesting the meeting must submit a written agenda no less than ten (10) calendar days prior to the meeting. Other topics may be addressed at the meeting with the consent of both parties. Meetings will be scheduled at a mutually convenient time and up to four (4) members selected by the union may attend without loss of pay.
- B. Such meetings will not affect either party's rights under this Agreement and will not be used for the purpose of initiating or continuing bargaining or in any way to modify, add to, or detract from any provision of this Agreement. Topics appropriate for the Grievance and Arbitration Procedure will not be raised at

such meetings.

Article 9 – Discipline and Discharge

- A. Both the Employer and the Union subscribe to the just cause standard for non-probationary employee discipline.
- B. Written warnings and written notices of disciplinary action will be delivered by hand in private to employees who will sign an acknowledgement of receipt. If this is not practical then the notice will be delivered by inter-agency mail. Copies of notices of suspension and discharge only will be faxed or emailed to the Union Representative within two (2) business days of such action.
- C. Written warnings and notices of disciplinary action, except for abuse and neglect of an individual served, shall be removed from an employee's file after eighteen (18) months and cannot be used as part of disciplinary procedure provided such employee has not received any additional disciplinary action during those eighteen (18) months.

Article 10 – Grievance Procedure

- A. Grievance Procedure. For the purpose of this Agreement, a grievance is a difference or dispute between the Employer and the Union, an employee, or group of employees, concerning the interpretation, application or a claimed violation of a provision of this Agreement and the following shall be the exclusive method for the presentation and settlement of grievances. If a grievance is settled by mutual agreement of the parties at any of the identified steps, it shall be considered closed and shall not be subject to further grievance procedure or to arbitration except for the enforcement of any settlement.
- B. Process: A grievance shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step 1 of this Grievance Procedure within fourteen (14) calendar days after the grievant knew or had reason to know of the incident giving rise to the grievance, whichever is sooner; provided, however, that in the case of termination or suspension the Grievance may be submitted at the first instance in accordance with Step 2 below, in the case of other discipline the Grievance may be submitted at the first instance in accordance with Step 2 below upon mutual agreement, and

in the case of a group or class action grievance, the grievance may be submitted at the first instance in accordance with Step 2 below.

Step 1: The parties are encouraged to attempt to resolve grievances informally prior to putting them in writing. The Union Steward may be present at Step 1. Notwithstanding this, the Grievance must be signed by the aggrieved employee(s) and/or the union steward and/or union representative and presented in writing to the Division Director within the time period set forth above. The Grievance must state the contract provision(s) alleged to have been violated and the specifics of the alleged violation.

The Division Director may hold a meeting on the grievance within fourteen (14) calendar days after receiving it. The Division Director will answer the grievance, in writing, within fourteen (14) calendar days after the meeting, if held, or after receipt of the grievance if no meeting was held.

Step 2: If the Grievance is not resolved at Step 1, the Grievance must be presented in writing to the Chief Operating Officer (COO) (or their designee) within fourteen (14) calendar days after the date of the Step 1 Response, or the date on which the response was due, whichever is earlier. In order to advance the grievance to Step 2, the employee/union shall amend the grievance form in writing with an explanation for advancing the grievance.

The COO (or their designee) may hold a meeting on the grievance within fourteen (14) calendar days after receiving it. The COO (or their designee) shall answer the grievance, in writing, within fourteen (14) calendar days after the meeting.

Group or “class action” grievances, may be presented at Step 2 and must be signed by representatives of the aggrieved employees and/or the union steward and/or union representative and presented to the COO (or their designee) within fourteen (14) calendar days after the grievants knew or had reason to know of the incident giving rise to the grievance, whichever is sooner.

Grievances concerning disciplinary suspensions and terminations may be initiated at Step 2 and must be signed by the aggrieved employees and/or the union steward/or union representative and presented to the COO (or their designee)

within fourteen (14) calendar days after the termination or suspension.

Step 3: If the Grievance is not resolved at Step 2, the Grievance must be presented in writing to the CEO (or their designee) within fourteen (14) calendar days after the date of the Step 2 Response, or the date on which the response was due, whichever is earlier. In order to advance the grievance to Step 3, the employee/union shall amend the grievance form in writing with an explanation for advancing the grievance.

The CEO (or their designee) may hold a meeting on the grievance within fourteen (14) calendar days after receiving it. The CEO (or their designee) will answer the grievance, in writing within fourteen (14) calendar days after the meeting, if held, or after receipt of the grievance if no meeting was held.

Step 4: If the grievance is not resolved at Step 3, it may be referred to arbitration by the Union within thirty (30) calendar days after receipt of the Step 3 response or the date on which that decision was due, whichever is earlier.

A demand for arbitration must be served in writing by the Union simultaneously on the American Arbitration Association (“AAA”) and the CEO (or their designee) of the Employer within this period and must specify the contract article(s) and section(s) allegedly violated as a condition for processing the demand.

C. Arbitrability: An issue of arbitrability must be raised by written notification to the other party within fourteen (14) calendar days of receipt of the Demand for Arbitration, and the Arbitrator subsequent to their selection and at least thirty (30) days prior to any scheduled hearing shall determine whether or not to schedule a separate hearing to consider the issue of arbitrability only. Arbitrability issues raised in contravention of this procedure shall be deemed waived and under no circumstances may an arbitrability issue be raised for the first time at a hearing scheduled to decide a case on the merits.

Any hearing on arbitrability shall be concluded according to the American Arbitration Association’s rules on expedited arbitration. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further. If the Arbitrator determines that the

grievance is arbitrable, then a hearing shall be held for the Arbitrator to consider the merits of the grievance.

- D. Employer Grievance: A grievance concerning the interpretation, or application of the Agreement initiated by the Employer may be submitted to arbitration within thirty (30) calendar days after written notification to the Union. The Demand for Arbitration must be served in writing by the Employer simultaneously on the American Arbitration Association, “AAA”, and the Union.
- E. Arbitrator’s authority: The arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific Article(s) and section(s) allegedly violated and involving the facts of the particular grievance presented to them. The Arbitrator cannot amend, alter or modify the Agreement. The arbitrator shall have no power to engage in any form of interest arbitration unless mutually agreed in writing. Only one grievance may be submitted to and decided during a particular arbitration, unless mutually agreed in writing. The arbitrator must render their decision within thirty (30) calendar days after the conclusion of the hearing or submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Employer and the Union.
- F. Fees: The fees and other charges of the arbitration shall be borne equally by both parties.
- G. Time-lines: Failure of an employee or the Union to meet any time deadline at any step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Grievance Procedure can be mutually waived by written agreement executed by authorized representatives of both parties.
- H. Pay for Grievance Time. Grievance meetings shall be held at a time convenient to both parties. When a grievance meeting takes place during an employee’s work time, the Employer will pay for time actually and necessarily lost by the aggrieved employee involved in the grievance meeting.

Article 11 – Seniority

- A. Seniority is defined as an employee’s length of continuous service in a bargaining unit position from their most recent date of hire or transfer into a bargaining unit position and uninterrupted by any break in service.

- B. An employee's seniority will be lost upon separation from employment for any reason, failure to return from an authorized leave and/or failure to accept recall as described in Article 15.
- C. An employee rehired by the Employer within twelve (12) months of separation from employment and who continues their re-employment for the greater of six (6) months or the time they were not employed to a maximum of twelve (12) months will be credited with the years of continuous service they had prior to the termination for purposes of reduction in force and vacation accrual.

Article 12 – Probationary Period

- A. An employee's first six (6) months of continuous employment in a bargaining unit position, from their most recent date of hire or transfer into a bargaining unit position, will be considered their probationary period.
- B. During this probationary period a probationary employee's transfer, promotion, discipline and/or discharge will be at the sole discretion of the Employer and will not be subject to the grievance and arbitration procedure.
- C. Unless otherwise provided to the contrary in this Agreement, a probationary employee will not be entitled to any benefits set forth in this Agreement with the exception of paid and unpaid time off after ninety (90) days of continuous employment that is authorized in advance by the Employer.

Article 13 – Hours of Work and Overtime

- A. **Workweek:** the normal workweek for regular employees begins on Sunday and ends on the following Saturday. A full-time regular employee workweek shall consist of forty (40) hours, including a half hour (1/2) paid meal period each workday. This Section shall not be construed as, and is not a guarantee of, any number of hours of work per day or per week.
- B. **Schedules:** work schedules are determined at the discretion of the Employer consistent with the operational needs of a particular program and/or the organization as a whole, as determined by the Employer. Assignment to a work schedule may be first offered to "volunteers" in that program, identified by the Employer as being qualified and then assigned by inverse seniority to employees in that program.

- C. Whenever practical the Employer will provide a regular full or part-time employee with twenty-one (21) calendar days' notice of a permanent change in working schedule.
- D. Overtime: time and one-half (1.5) of an employee's regular hourly rate will be paid for hours assigned and actually worked in excess of forty (40) hours in any workweek. Any hours in excess of forty (40) in a workweek require prior approval by the designated supervisor or director.
- E. The Employer understands that there may be circumstances in which it might not be appropriate to request prior approval for overtime. In such cases the employee must immediately contact their designated supervisor by phone and provide a written explanation of why the overtime had to occur and could not have been predicted and authorized in advance.
- F. Shift Opening Preference: shift openings will be offered to regular qualified employees assigned to the program where the opening occurs. If the shift remains open the opportunity will be offered to all qualified regular and relief employees who have made themselves available for such opportunities via "text blast". If the shift remains open, the Employer may fill it by whatever means it sees fit, at its sole discretion, mandating staff to stay should be used in a last resort and the Employer shall make every effort to relieve that person as soon as possible.
- G. Any relief employee who has worked the same schedule (days, hours & worksite) of no less than twenty (20) hours/week for six (6) months or more, and meets minimum requirements (training, certifications etc.) may request that the schedule be transitioned to a regular full or part-time position. Such requests will be granted subject to operational need as determined by the Director of Residential Services, and or in their absence, the Chief Operating Officer and will not be unreasonably denied.

Article 14 – Vacancies, Postings and Selection

- A. Postings. Any vacancy in a bargaining unit position that the Employer decides to fill, will be posted on the appropriate bulletin board(s) in the facilities where employees covered by this Agreement report, and on the Employer's intranet, for a period of five (5) business days, thereafter the Employer may post a job externally. Any non-probationary employee interested in a posted vacancy must submit a Request for Internal Transfer to Human Resources within ten (10) business days of the initial date of the posting. The posting shall

include, job title, description of the job duties and responsibilities, wage rate, job qualifications and requirements, job site, shift and schedule. The Employer's decision on whether to fill any such vacancy is final and this provision shall in no way limit the Employer's right to seek applicants from any outside source.

- B. Transfers. Any employee who permanently transfers from one job classification, wage category and/or benefits eligibility category within the same bargaining unit who voluntarily transfers into a position with an equal start rate will maintain his or her current pay rate in the new position. An employee who transfers into a position with a lower or higher start rate will be paid a wage rate equal to the start rate of that new position plus the difference between the start rate of their previous position and their previous pay rate. An employee will be notified of their new wage rate in writing prior to taking the transfer. They shall further be entitled to work only the scheduled hours of the job to which they have transferred. The Employer reserves the exclusive right to transfer an employee within the employee's job classification consistent with its operational needs as determined by the Employer and the terms of this Agreement.
- C. Selection. When qualifications such as ability and performance are considered relatively equal by the Employer and consistent with operational needs as determined by the Employer, the Employer will give preference in case of promotion and transfer to employees with the longest continuous service in a bargaining unit position.

Article 15 – Reduction in Force

- A. The Employer in accordance with operation needs will determine the activities, operations or duties to be continued, discontinued or curtailed and the numbers, and classifications of employees to be laid off.
- B. Union Notification. In the event the Employer determines that it is necessary to reduce its working force, and such reduction includes bargaining unit members, the Employer will notify the Union as soon as possible of the decision and will meet if requested. Any such meeting(s) will in no way limit the Employer's right to make decisions and take timely actions regarding a reduction in force which it deems necessary or appropriate.
- C. Employee Notification. The Employer will notify any employees affected by the layoff individually and post a notice announcing the layoff on the

appropriate bulletin board(s) in the office(s) where employees covered by this Collective Bargaining Agreement report. Any employee within the affected classification(s) willing to accept voluntary layoff must notify the Division Director in writing within the period specified in the notice. Consistent with operational needs the employer may accept same job classification employees within the affected program for voluntary lay-off.

- D. Order of Layoff. Absent an agreement between the union and the Employer on how such reductions should take place, the order of layoff within the programs targeted for layoff shall be as follows: First, any volunteers; and then, in reverse order of seniority (last in, first out), the least senior employee within the affected classification of the affected program.
- E. Laid off employees have the right to bid on any open positions at any program, schedule (etc.) the employee wishes. If there no open positions of similar location, hours and job title, then the affected employees may bump the least senior employee in another program. Bumping shall not disproportionately affect any one program. Any staff who lose their regular shift due to this process shall be put in the relief worker pool.
- F. Employees designated for layoff or reduction in hours shall receive at least three (3) weeks' notice of such layoff or reduction in hours.

Recall: A laid off employee is eligible for recall for up to twelve (12) months or the length of employment in a bargaining unit position at the time of layoff, whichever is less. Laid off employees eligible for recall will be offered the same classification vacancies as they arise by seniority, based on an employee's most recent date of hire or transfer into a bargaining unit position. A laid off employee who fails to accept an offered vacancy of similar hours and location within five (5) working days of receipt of the offer, will forfeit recall rights. A laid off employee who returns to a bargaining unit position within the twelve (12) month period following their layoff shall retain the seniority that they had as of the date of layoff.

Article 16 – Wages

- A. Effective 7/1/24 all employees' base pay shall be increased to the higher of the following:
- The rate described in the chart in Appendix A based on the employee's years of service and job title
 - An eight percent (8%) increase

Employees' years of service shall be determined using their most recent North Suffolk hire date with the following exception: Years of service for employees who have a rehire date as a result of separating from North Suffolk on or after 3/1/20 shall be determined using their original North Suffolk hire date.

B. Intensive/IGLE differential. Employees shall receive a two dollars (\$2)/hour differential when working in the following programs:

- 133 Morton St. 1st floor
- Terrace
- Lacamera 2
- MIMI
- Vernon
- Greenway

C. Starting wage rates shall be as described in the chart in Appendix A.

D. Bilingual Differential. If the Employer requires foreign or sign language ability as an essential and regular requirement for a bargaining unit position, it will pay that employee a five thousand dollars (\$5,000) annual differential. Depending on the degree of usage required, the stipend will be prorated. Employees who believe they are being required to use a second language without a differential should contact their Manager. This will not be applied retroactively.

Bayhouse Program employees who are receiving a differential equal to twelve percent (12%) of the employee's base salary will continue to do so.

Article 17 – Dignity and Respect

The Employer and the Union agree that all employees, supervisors, managers, individuals and families we serve, and community members must be treated with dignity and respect.

Article 18 – Holidays

A. All regular full-time and regular part-time employees will receive the following paid holidays. The day off for holidays will be observed on the day recognized under MA state law, unless otherwise specified.

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day

Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas

- B. All holidays will be based on an eight (8) hour workday (prorated for regular part-time employees). If a holiday falls on an employee's work day, they will be paid for no more than eight (8) hours of holiday pay at their regular salary rate and for those employees scheduled for more than eight (8) hours, they will be paid eight (8) hours of holiday pay and can use accrued vacation time to cover the remaining hours to equal the total hours scheduled for that day.
- C. Any regular employee required to work on one of the above holidays will be paid at their regular salary rate and will be given no more than eight (8) hours of holiday pay at a later date that is mutually agreeable to North Suffolk and the employee. The time off will be prorated with the employee's regularly scheduled weekly hours as the numerator and five (5) as the denominator. The employee has the obligation to ensure that the time off is scheduled and taken within ninety (90) days of the applicable holiday. If the time isn't used, then it is cashed out.
- D. If the holiday falls during a regularly scheduled day off, the employee will be given no more than eight (8) hours of holiday pay at a later date that is mutually agreeable to North Suffolk and the employee. The time off will be prorated with the employee's regularly scheduled weekly hours as the numerator and five (5) as the denominator. The employee has the obligation to ensure that the time off is scheduled and taken within ninety (90) days of the applicable holiday. If the time isn't used, then it is cashed out.
- E. Except as provided above, holiday pay will be provided only when an employee has worked their full last scheduled workday preceding the holiday and their first full scheduled workday after the holiday, unless excused by the Employer. If an employee is sick on the holiday, the holiday must be taken as no more than eight (8) hours of holiday pay and may not be charged to sick leave.
- F. Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence, layoff or terminal vacation.

Article 19 – Vacations

Vacation time is accrued on a monthly basis. Eligible employees shall accrue Vacation Time upon hire and will be eligible to use it after three consecutive months of service. Benefits are based on a forty (40) hour per week employee and a day is defined as eight (8) hours. All benefits are pro-rated for employees who work twenty to thirty-nine (20 – 39) regularly scheduled hours per week. In order to be benefit eligible, employees must be regularly scheduled and work twenty (20) or more standard hours per week.

A. Such staff will accrue Vacation Time at the following Rates:

Years of Service	Accrual Rate
0-1 year:	10 days (2 weeks) a year maximum
At the beginning of year 2:	15 days (3 weeks) a year maximum
At the beginning of year 4:	20 days (4 weeks) a year maximum
At the beginning of year 10:	26 days (5 weeks and 1 day) a year maximum

- B. All vacation time accruals are one hundred percent (100%) payable upon separation according to Massachusetts’ law.
- C. Paid vacation may not be taken until earned. All vacations must be requested in advance in writing and are subject to approval by the employee’s supervisor.
- D. The employee’s vacation pay shall be computed on the basis of their regular pay rate at the time they begin to take vacation.
- E. Twice (2x) a year an employee who has taken at least one (1) week of vacation may receive pay for earned, but unused vacation up to a maximum of one (1) week. The Employer shall develop reasonable procedures and limitations to this section.
- F. Vacation will not be earned during a leave of absence, layoff, or any other unpaid absence or terminal vacation.
- G. If two (2) or more people want to go on vacation at the same time and cannot due to operational needs the association shall approve the vacation in order of when the request was made.

- H. If the agency requests a vacation change and the employee has made non-refundable travel deposits, the agency will reimburse the employee for those costs, upon submission of appropriate documentation.

Article 20 – Sick Time

The Employer agrees to comply with the Massachusetts Earned Sick Time Law (“The Law”) and its accompanying regulations as may be amended from time to time. After ninety (90) days of employment, all full-time and part-time employees who are absent from work on account of personal or family illness or accident shall be entitled to receive sick leave pay for each workday missed on account of any such illness or accident, subject to the following conditions:

- A. A full-time employee shall accrue sick leave benefits from their date of employment, at the rate of eight (8) hours for every month worked to a maximum of twelve (12) days or ninety-six (96) hours per year. A part-time employee shall accrue sick leave benefits on a pro-rated basis.
- B. Sick leave shall be paid at the employee’s current regular hourly rate. An eligible employee shall receive sick pay for the number of regularly scheduled hours in each regularly scheduled workday that the employee is absent from work on account of personal or family illness or accident not to exceed sick leave already accrued.
- C. Sick leave shall be granted to an eligible employee under the following circumstances:
 - 1) to care for the employee’s child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
 - 2) to care for the employee’s own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care.
 - 3) to attend a routine medical appointment or a routine medical appointment for the employee’s child, spouse, parent, or parent of spouse.

- 4) to address the psychological, physical or legal effects of domestic violence.
- D. Sick leave with pay unused in any year may be carried over to the next year with a maximum accrual of one hundred-eighty (180) days (no maximum for employees hired before October 1, 1997).
- E. In order to be granted sick leave, the employee must have completed ninety (90) days of employment and the employee must make a good faith effort to provide no less than two (2) hours' notice to their supervisor prior to the employee's reporting time for work. In the event that an employee claims absence for three (3) or more consecutive scheduled workdays or there is otherwise reason to question the reason for the employee's absence, the Employer shall have the right to require the employee to provide evidence of sickness or injury from a qualified medical professional prior to granting paid sick leave. In addition, the Employer may require an employee to provide evidence of their ability to perform the job duties required in order to return to work.
- F. Employees are not entitled to sick leave with pay for any illness or accident occurring while they are on vacation, leave of absence, layoff or any other unpaid time off from work. In the event that an employee on vacation is hospitalized, upon proof of such hospitalization, the employee may be allowed to use sick leave with pay instead of using vacation time.
- G. In the event that a bargaining unit member has exhausted their earned sick and vacation time due to a catastrophic illness, the employee may request approval for the donation of sick time from other employees. The written request must describe the circumstances and provide supporting medical documentation and be submitted through the management structure and to the Chief Executive Officer. The Chief Executive Officer is the sole authority to approve donations of sick time. The terms of donated sick leave are described in agency policy. No employee may donate more than seven (7) earned, but unused sick days in a calendar year to another employee. The recipient may receive not more than sixty (60) days of donated sick time in a calendar year, even if there are multiple events or illnesses. For purposes of this provision, catastrophic illness is defined as cancer, serious heart disease, advanced degenerative illness, acquired immune deficiency syndrome, and may include other serious or life-threatening illnesses or accidents.
- H. As the Commonwealth develops regulations to implement the paid family medical leave, the parties may, upon request of either party, reopen this

article for the purpose of renegotiating the language in this article and to reflect consistency with the law and accompanying regulations.

Article 21 – Insurance Benefits

- A. The Employer shall arrange for the insurance coverage provided in this Article. Such coverage may be provided, at the Employer's sole discretion, through a policy or policies issue by an insurance carrier, through a nonprofit plan or organization, through a self-insured plan, or through a combination of any or all of such methods, provided that they present level of benefits will be reasonably duplicated.
- B. Health Insurance
- 1) Regular full-time and regular part-time employees (at least twenty (20) hours per week) shall have the option to participate in health insurance plans offered by the agency. The agency will pay a flat rate (one for single and one for family coverage) regardless of the specific health insurance plan chosen by the employee. The cost of health insurance coverage for staff who are part-time (twenty to thirty-nine (20 – 39) hours a week) will be pro-rated.
 - 2) If health insurance premiums for the existing plans are scheduled to increase, in any insurance year for the duration of the contract, the agency will apply the percentage of increase equally to the agency and employee share.
 - 3) Same Gender Coverage. Family coverage includes individuals of the same gender in committed relationships subject to evidence satisfactory to the Employer and the insurance carrier.
 - 4) Eligibility. Regular full-time and regular part-time employees shall be eligible to participate in a health insurance plan, beginning as of the first day of the next calendar month following their date of employment.
- C. Life Insurance. The Employer shall continue to provide a life insurance plan offered pursuant to Section (A) above under the terms and conditions in effect on the effective date of this agreement.
- D. Dental Insurance. Regular full-time and part-time employees shall have the option to participate in the agency dental insurance plans as offered by the

agency. The agency will pay a flat rate (one for single and one for family coverage) regardless of the specific dental insurance plan chosen by the employee.

If the dental insurance premiums for the existing plans are scheduled in writing by the carrier to increase, the agency will apply the percentage of increase equally to the agency and employee share.

Eligibility. Regular full-time and regular part-time employees shall be eligible to participate in a dental insurance plan, beginning as of the first day of the next calendar month following their date of employment.

- E. Flexible Spending Account (FSA) Plan. Eligible employees are responsible for their contributions to the Flexible Spending Account, the terms and conditions of which are established in the Plan. Employees must elect the FSA plans within fifteen (15) days of their date of hire and each year during open enrollment. Employees shall have access to their Flexible Spending Account on the 1st of the month following thirty (30) days of employment.
- F. Long Term Disability Insurance. The employer shall offer Long Term Disability insurance to eligible employees after their two (2) year anniversary of consecutive and complete employment. The employer shall pay one hundred percent (100%) of the premium thereafter. This benefit comes with an optional voluntary life insurance benefit that is paid in full by the employee.
- G. Short Term Disability Insurance. The employer shall offer a voluntary, employee paid Short Term Disability insurance. Employees become eligible after the 1st of the month following thirty (30) days of employment as a regular full-time or part-time employee.

Article 22 – Retirement

Benefits are based on a forty (40) hour per week employee. All benefits are prorated for employees who work twenty to thirty-nine (20 – 39) hours per week. To be benefit eligible, a regular full-time or regular part-time employee must work twenty (20) or more standard regularly scheduled hours per week.

Retirement Plan (403b) North Suffolk offers a retirement plan with an agency contribution for employees who enroll in the plan and contribute to their 403(b). The agency matches up to three percent (3%) of a twenty thousand dollars (\$20,000) salary maximum.

The match and vesting chart is:

Year	Match	Vesting
1	\$0.25	0%
2	\$0.40	40%
3	\$0.60	60%
4	\$0.80	80%
5	\$1.00	100%

Eligible employees employed and contributing for five and above (5+) years receive a dollar-for-dollar match for three percent (3%) contribution up to a twenty thousand dollars (\$20,000) salary cap/maximum. Eligible employees hired between July 1st and December 31st will be eligible for a prorated agency match as long as they are employed as of June 30th of the next year (end of the plan year). Each plan year, new hires must be hired by/before December 31st to receive a prorated contribution and existing employees must be employed continuously for the entire plan year.

The plan description is available upon request and is provided to all active members of the 403(b).

Article 23 – Leaves of Absence

Employees who have completed their probationary period will be eligible for unpaid leaves of absence pursuant to this Article.

- A. Applicable Leave Laws. The Employer agrees to fully comply with the Family and Medical Leave Act (FMLA), the Massachusetts Maternity Leave Act and the Small Necessities Leave Act. Paid leave time may be used during such leaves pursuant to this section at the employee's option.
- B. Maternity Leave. An Employee who becomes pregnant must notify the Employer of the expected date of delivery as soon as possible. Requests for maternity leave for the purpose of giving birth must be made in writing to the Division Director at least two (2) weeks prior to the date of commencement of the requested leave, and will indicate the approximate date of return to work. An unpaid maternity leave will be granted for up to four (4) months.
- C. Adoption Leave. An employee planning to adopt a child must notify the Employer as soon as possible. Requests for adoption leave must be made in writing to the Division director at least two (2) months prior to the date of the commencement of the requested leave unless verifiable circumstances

beyond the reasonable control of the employee necessitate a shorter notice, and will indicate the date of return to work. An unpaid adoption leave will be granted for up to twelve (12) weeks.

- D. Child Rearing Leave. Requests for child rearing leave must be made in writing to the Division Director at least two (2) months prior to the date of the commencement of the requested leave, of the requested leave, unless verifiable circumstances beyond the reasonable control of the employee necessitate a shorter notice, and will indicate the date of return to work. An unpaid child rearing leave will be granted for up to twelve (12) weeks, including any leave for child birth or adoption.
- E. Return from Leave. An employee returning from a leave of absence pursuant to this Article shall be placed in the same or similar bargaining unit classification (schedule, number of hours) as they were in prior to the leave. In the even there is no vacancy and it becomes necessary to lay off another employee to reinstate an employee returning from leave, such layoff will be in accordance with the terms of this Agreement.
- F. Nothing in this article shall prevent the Employer from granting an unpaid leave of absence at its discretion to any employee.

Article 24 – Military Leave

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

Article 25 – Bereavement Leave

- A. In the event of a death in a regular full or part time employee's immediate family (spouse, life partner, child, parent, sibling, mother-in-law, father-in-law, grandparent or grandchild) the employee shall be entitled to up to five (5) consecutive calendar days leave for the purpose of attending the funeral or to take care of matters necessarily attendant to such death.
- B. The first day of leave must be taken the day of or day after the death and the employee will be paid for up to five (5) consecutive days for time lost from his/her regular schedule as a result of such absence. In extenuating

circumstances, an employee may request to change the start date of the leave by writing to the CEO (email accepted) within twenty-four (24) hours of the day of the death. The written request must include a detailed explanation of the extenuating circumstances and the CEO's decision will be final and not subject to the Grievance Process.

- C. In the event of the death in a regular full or part time employee's extended family (aunt, uncle, brother-in-law, sister-in-law) the day of the funeral will be granted as Bereavement time off without loss of pay.

A spouse is an employee's legally recognized husband or wife; a life partner is an employee's partner with whom he/she is domiciled; a child is defined as an employee's natural, legally adopted child or step-child; a parent is defined as an employee's natural legally adopted parent or step-parent and a sibling is defined as an employee's natural or legally adopted sister or brother or step-sister or step-brother. A day is defined as an employee's regularly scheduled hours worked each workday, excluding overtime.

- D. Employees may be asked to furnish verification of the death and relationship to the deceased.

Article 26 – Transportation Reimbursement

- A. Employees who are approved and authorized by the Division Director to use their personal cars for the Employer's business will be reimbursed for reasonable mileage at the rate allowed by the Internal Revenue Service for "Business Miles Driven", tolls and parking costs incurred during the performance of assigned job responsibilities. Employees are responsible for parking tickets and any other violations. Employees will not be reimbursed for travel to and from work. In the event of a dispute about the number of miles to reimburse subject to this language, the MapQuest distance shall be used as the standard to settle the dispute.
- B. Reimbursement: To be reimbursed employees must submit mileage consistent with the Company Mileage program with supporting receipts and/or other documentation, or receipts for approved public transportation on a calendar month basis and submissions more than ninety (90) days old are subject to denial. All expenses for any fiscal year (July 1- June 30) must be submitted by the third week of July of the next fiscal year (i.e., for fiscal year 2014, all expenses must be submitted by the third week of July 2014).

- C. Employees are responsible for insuring and registering their vehicles, maintaining a valid driver's license and proper state inspection documentation as well as having and using seat belts and complying with appropriate laws, rules and regulations, including but not limited to using hands free devices only and refraining from texting or emailing while driving. An employee must immediately report the revocation or suspension of their driver's license to the Division Director.
- D. The parties recognize the difficult of being assigned to a workplace where there is no free parking available and agree to meet at the request of either party to discuss potential solutions to this problem.

Article 27 – Reimbursement for Damage to Personal Property

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

- the damage was caused by an individual served by the Employer or in the course of duty for which the employee is not negligent or responsible for the damage.
- the Employee may be required to produce a receipt for either the original item or a comparably priced replacement.
- the Employee must request reimbursement to his/her immediate Supervisor no later than forty-eight (48) hours after the property was damaged.

Article 28 – Jury Duty

A regular full-time or part-time employee summoned for jury duty on the day and during the hours which they are scheduled to work will be paid the difference between the amount received for jury service and the amount they would have earned working their regularly scheduled day at straight time.

When notified or summoned for jury duty, an employee must notify their Division Director or designee and produce a copy of the summons as soon as reasonably possible. Following jury service, the employee must furnish their Division Director or designee with evidence of jury pay from the clerk of the court wherein they served as a juror and keep their Division Director or designee informed of their status.

If the employee is excused from jury duty before noon, they must immediately

report for work to complete their scheduled workday or make alternative arrangements with their supervisor.

Article 29 – Educational Enrichment

- A. Following ninety (90) days of employment, regular full-time employees may request in writing paid time for educational enrichment. This benefit is subject to the condition that the course or seminar has been determined to be job related and approved in advance and in writing by the employee's supervisor and Program Director. Approval of educational enrichment time shall be at the sole discretion of the employee's direct supervisor and Program Director/Division Head.
- B. Educational enrichment time off and/or reimbursement is not available if the employee is scheduled to be or is on a leave of absence during the period of time when they would be taking the course or seminar.
- C. Eligible employees shall be entitled to receive up to four hundred and fifty dollars (\$450) as reimbursement for tuition or registration fees for pre-approved conferences, workshops, courses, seminars and meetings attended for educational enrichment in a fiscal year. To be eligible for reimbursement, the employee shall provide the Employer with evidence of such payment in accordance with Employer policy and procedure. In the event that an employee has exhausted their allowed reimbursement for the fiscal year, the Employer may provide additional reimbursement when it is determined that the conference, workshop, course, seminar or meetings directly benefit the Employer's service delivery capability. Such cases will be reviewed on a case-by-case basis and the decision to reimburse in these cases will be at the sole discretion of the Chief Executive Officer or their designee.
- D. Following ninety (90) days of employment, regular part-time employees who work twenty (20) hours a week or more, shall be entitled to educational enrichment leave and reimbursement on a pro-rata basis.
- E. For purposes of this Article educational enrichment shall include seminars, courses, conferences, workshops or other such activity which is not requested or required by the Employer. Educational materials (books, manuals, etc.) are not considered reimbursable educational enrichment under this Article.

Article 30 – Health and Safety

- A. The employer agrees to provide a safe and healthful work environment for all employees. The Employer and employees are responsible for maintaining a safe and accident-free workplace, and to correct or warn others of hazards. Any personal protective equipment or other safety equipment and/or supplies necessary for a work assignment, as determined by the Employer or required by applicable law, will be provided to employees and will be worn and/or utilized by employees in the performance of their work assignment.
- B. An employee injured on the job, no matter how minor, is required to report the incident to their supervisor as soon as practicable but not later than 24 hours after the end of the workday in which the injury occurred and complete and deliver the appropriate report to Human Resources within two (2) business days of reporting the injury.
- C. Any employee who encounters an unsafe or unhealthy working condition must immediately report the condition to their supervisor and/or to the Employer's designated Safety Officer. Non-urgent requests with respect to occupational health and safety may be brought to the attention of the Employer's Safety Committee.

Article 31 – Staffing

Staffing ratios shall be available on request by employees assigned to that program.

The Employer shall make every effort to provide sufficient staff coverage to ensure proper client care at all times.

It is the responsibility of the Manager/Residential Director to arrange coverage for employee's personal/sick time, bereavement leave, jury duty, vacation and leaves of absence.

Article 32 – Job Descriptions

An employee shall be provided with a copy of their job description upon hire, upon changing positions and upon written request.

Article 33 – Maintenance of Properties

Employees shall not be required to perform skilled maintenance tasks, including, but not limited to plumbing, electrical, automotive. Employees are expected to perform routine housekeeping or maintenance duties including, but not limited to, sweeping, cleaning, changing linens, replacing light bulbs or batteries, maintaining cleanliness of Employer vehicles, etc.

It shall be the Employer's responsibility to shovel snow. Employees shall not be required to shovel snow, except for the purpose of maintaining ingress and egress to the residence, including but not limited to spreading ice-melt.

Except on an emergency basis, Employees shall not be expected to move large furniture, heavy appliances, or similarly heavy objects from one location to another.

Article 34 – Investigations

A. Employees may be reassigned or placed on administrative leave pending investigation into a complaint of abuse or neglect of an individual served by a governmental entity, independent investigator and/or the Employer. Each employee is required to cooperate with, and be available for, any such investigation whether conducted by a governmental entity, independent investigator and/or the employer and failure to cooperate may lead to discipline up to and including discharge. The Employer shall make the decision to place on administrative leave or reassign based on criteria including but not limited to:

- 1) the nature of the allegations.
- 2) the employee's performance history with the Employer.
- 3) the staffing situation at the time of the alleged incident

B. If the Employer determines to place the employee on administrative leave pending such an investigation the following will be adhered to:

- 1) the employee will be placed on paid administrative leave for up to one (1) week and during that time s/he must cooperate fully with the investigation including but not limited to being available for in any interviews within twenty-four (24) hours of request and/or other requests of the investigator and/or the Employer.

- 2) if the investigation extends beyond two (2) weeks, the employee must use any accrued time (sick time, vacation time) to cover lost hours.
 - 3) if the investigation extends beyond the employee's accrued time (sick time, vacation time) the employee must apply for unemployment benefits.
- C. If the Employer determines to re-assign an employee pending such an investigation the following will be adhered to:
- 1) the Employer will transfer the employee to a position within the same class and schedule and the affected employee must immediately report to that assignment.
 - 2) if no position is available in the same class and schedule the employer may assign the employee to a position in the same class and schedule currently held by a probationary employee and the affected employee must immediately report to that assignment.
 - 3) a displaced probationary employee must accept any vacancy to which he/she is assigned or be laid off.
- D. Upon completion of such an investigation with a final disposition that does not substantiate the allegation, the employee shall return to his/her former position, including worksite, hours and schedule, unless an alternative is mutually agreed upon, or unless the Employer has reason to believe that returning the employee to the same site will not be in the interest of the individuals served in that site in which case the employee shall be returned to a different worksite with similar hours and schedule, and the employee shall be made whole for all lost wages and/or benefits mitigated by any paid administrative leave and/or unemployment received.

If the allegation is substantiated the Employer will take appropriate disciplinary action up to and including discharge.

If an allegation of abuse is substantiated by the State and the Employer is directed not to return the employee to work, the employee is listed in the DPPC Abuser Registry and the employee has exhausted their appeals with the State, any related grievance may be grieved only to Step 3 and may not be moved to Step 4/Arbitration.

- E. Nothing in this Section shall limit the Employer's right to suspend, discharge or otherwise discipline employees for just cause.

Article 35 – Immigration

- A. Recognizing that questions involving an employee's immigration/work status or personal information may arise during the course of their employment, and that errors in an employee's documentation may be due to a mistake or circumstances beyond an employee's control, the Employer agrees to the following procedure:
- 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.
 - 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 their social security number shall not be considered new employment unless there is a break in service. If the employee does not remedy the issue or provide valid documentation, as referenced above within fourteen (14) calendar days of the date of notification, the employee may be discharged and the Employer will have no further obligation. If the employee has verified that the identified problem is in the process of review or correction the employee shall not be discharged provided this is consistent with applicable law.
 - 3) If the bargaining unit member obtains the valid documentation as referenced in paragraph 2 above, when necessary, they 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.

Article 36 – Nepotism – Fraternization

No employee will be permitted to hire, supervise, evaluate or otherwise make any employment decision concerning a member of his/her family or someone with whom they are having, or have had, a close personal relationship.

Article 37 – Scope of Agreement

- A. This Agreement constitutes the entire agreement between the Employer and the Union. All prior or contemporaneous verbal or written agreements and understandings, asserted or unasserted, between the Employer and employees represented by the Union in this bargaining unit shall terminate upon execution of this Agreement.
- B. No agreement, additions, waivers, understanding, deletions, changes or amendments of any term or provision of this Agreement will 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 authorized representatives of the Employer and the Union.
- C. 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 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.
- D. There will be no lowering of any standard of working conditions of any bargaining unit employee as a result of this Agreement. Any bargaining unit employee enjoying higher wages or better working conditions than provided for herein, shall continue to enjoy at least the same.
- E. The Employer and the Union shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement.

Article 38 – Separability

If any provision of this agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of the Agreement and the parties shall meet promptly to negotiate regarding a replacement clause.

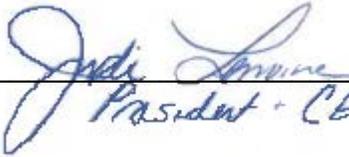
Article 39 – Duration

- A. The preceding provisions of this Agreement shall be effective as of July 1, 2024 and will remain in full force and effect through midnight, June 30, 2026. The parties agree to extend their previous collective bargaining agreement through June 30, 2024.

- B. The Agreement will continue in effect from year to year thereafter unless written notice of desire to modify or terminate this Agreement is given by either party to the other ninety (90) days prior to June 30, 2026, or ninety (90) days prior to June 30 of any year thereafter.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 17th day of December, 2024

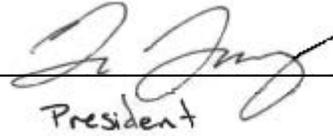
North Suffolk Community Services



President - CEO

Local 509

Service Employees International Union



President

Appendix A

	0-2.11	3-4.11	5-6.11	7-8.11	9-10.11	11-12.11	13+			
Hiring Scale	1	2	3	4	5	6	7		Description	Titles/Programs
Direct Care 1	\$ 39,520.00	\$ 40,705.60	\$ 41,926.77	\$ 43,184.57	\$ 44,480.11	\$ 45,814.51	\$ 47,188.95		DDS/ACCS Residential, all shifts no degree requirement, Not MAP certified	Relief Worker - No MAP, Asleep ON
Direct Care 2	\$ 41,600.00	\$ 42,848.00	\$ 44,133.44	\$ 45,457.44	\$ 46,821.17	\$ 48,225.80	\$ 49,672.58		DDS/ACCS & ERP Residential, all shifts no degree requirement, MAP certified	DSP 3, DSP2, DSP1, AOC, Relief Worker, DSP 6, DSP5, DSP6, AOC4, RSS, AON/OSS, BAYHOUSE Base rate, Relief Worker,
Direct Care 3	\$ 46,600.00	\$ 47,998.00	\$ 49,437.94	\$ 50,921.08	\$ 52,448.71	\$ 54,022.17	\$ 55,642.84		Unlicensend peers, Cert Nurse Asst, Senior RSS	ACCS Peer Specialists - Non Certified, Cert Nurse Asst, ACCS/DDS Senior RSS
Direct Care 4	\$ 51,000.00	\$ 52,530.00	\$ 54,105.90	\$ 55,729.08	\$ 57,400.95	\$ 59,122.98	\$ 60,896.67		Certified peers, Community Support Specialists, shift supervisors	ACCS CSS, ACCS Peer - Certified, IGLE Shift Sup
Direct Care 5	\$ 56,000.00	\$ 57,680.00	\$ 59,410.40	\$ 61,192.71	\$ 63,028.49	\$ 64,919.35	\$ 66,866.93		Senior Community Support, Housing Coordinator	ACCS Senior CSS, ACCS Housing

	0-2.11	3-4.11	5-6.11	7-8.11	9-10.11	11-12.11	13+			
Scales	1	2	3	4	5	6	7		Description	Titles/Programs
Direct Care 1	\$ 19.00	\$ 19.57	\$ 20.16	\$ 20.76	\$ 21.38	\$ 22.03	\$ 22.69		DDS/ACCS Residential, all shifts no degree requirement, Not MAP certified	Relief Worker - No MAP, Asleep ON
Direct Care 2	\$ 20.00	\$ 20.60	\$ 21.22	\$ 21.85	\$ 22.51	\$ 23.19	\$ 23.88		DDS/ACCS & ERP Residential, all shifts no degree requirement, MAP certified	DSP 3, DSP2, DSP1, AOC, Relief Worker, DSP 6, DSP5, DSP6, AOC4, RSS, AON/OSS, BAYHOUSE Base rate, Relief Worker, RSS2, IGLE OSS
Direct Care 3	\$ 22.40	\$ 23.08	\$ 23.77	\$ 24.48	\$ 25.22	\$ 25.97	\$ 26.75		Unlicensend peers, Cert Nurse Asst, Senior RSS	ACCS Peer Specialists - Non Certified, Cert Nurse Asst, ACCS/DDS Senior RSS
Direct Care 4	\$ 24.52	\$ 25.25	\$ 26.01	\$ 26.79	\$ 27.60	\$ 28.42	\$ 29.28		Certified peers, Community Support Specialists, shift supervisors	ACCS CSS, ACCS Peer - Certified, IGLE Shift Sup
Direct Care 5	\$ 26.92	\$ 27.73	\$ 28.56	\$ 29.42	\$ 30.30	\$ 31.21	\$ 32.15		Senior Community Support, Housing Coordinator	ACCS Senior CSS, ACCS Housing

Intensive/IGLE Diff	Programs
	133 Morton 1st floor, Terrace, Lacamera 2, MIMI, Vernon, Greenway
\$2.00 Differential	Bayhouse
12% ASL Differential	

Sideletter A

The parties agree to discuss potential changes to what information is to be provided by the Employer to the Union and to the format in which it would be provided, currently described in Article 4 of the parties' CBA. The discussion will be informal, and any such changes will be only by mutual agreement. The discussion may include representatives from the Union's data and membership services staff.

MEMORANDUM OF AGREEMENT

This memorandum of agreement is entered into this 25th day of February, 2026, by and between North Suffolk Community Services, Inc. hereinafter "Employer", and SEIU Local 509, hereinafter "Union", for the purpose of creating a new job classification as follow;

1. The Employer and Union have met and negotiated over the new job classification called Housing Specialist.
2. Duties and responsibilities are outlined in the attached job description.
3. Jose Guzman, currently holding the position of Residential Support Specialist, Direct Care 3, \$22.8365, will now be reclassified as Housing Specialist, Direct Care 4, \$24.6635 which includes the language differential. Guzman will also receive retroactive pay back to July 2, 2025.
4. This constitutes the full and complete agreement between the parties and is not intended to be precedent setting or binding on future matters.
5. This agreement shall modify the current collective bargaining agreement between the parties to the extent noted above and all remaining provisions shall stay in full force and effect.

FOR THE EMPLOYER

Judi Lemoine, President & CEO

Name

Signature

03/02/2026

Date

FOR THE UNION

Name

Signature

Date