COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509

AND

TAPESTRY

July 1, 2026 – June 30, 2027

SEIU
LOCAL 509

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Getting in Touch with Your Union: SEIU Local 509

The Union steward at your site is the person to turn to with any questions or if you think your rights are being violated. If you are unable to reach your steward, contact the union office.

My Steward is:

_____

My Internal Organizer is:

_____

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

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

Frederick Douglass, 1857

Your Rights on the Job

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

When problems arise, talk to your steward

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

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

You have a right to Union Representation

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

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

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

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

Your Rights and Responsibilities in the Union

Your Rights:

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

Your Responsibilities:

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

How to Participate in Your Union

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

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

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

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

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

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

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

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

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AGENCY AND UNION RELATIONSHIP

PREAMBLE

This Agreement is made and entered into on the date set forth below between TAPESTRY (hereinafter "Agency") with its principal places of business in Western Massachusetts and Local 509, Service Employees International Union (hereinafter "Union") for and on behalf of those employees constituting the bargaining unit set forth in Article 1 of this collective bargaining agreement (hereinafter "Agreement").

The purposes of this Agreement are:

- To promote harmonious relations between the Agency and its employees;
- To secure efficient operations;
- To establish wages, hours and other working conditions for employees within the bargaining unit;
- To foster an environment where all Agency personnel work cooperatively with one another in an atmosphere where the dignity and respect given to clients is also given to one another.

The parties agree that the primary obligation of the Agency and its employees is to professionally serve the needs of clients with a high standard of care.

ARTICLE 1

RECOGNITION – THE COLLECTIVE BARGAINING UNIT

1.01 The Agency recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time professional and non-professional employees of the Agency employed at the Agency's facilities located in Springfield, Northampton, Holyoke, Greenfield, Pittsfield, North Adams, West Springfield, Chicopee or elsewhere. There shall be excluded from the bargaining unit covered by this Agreement: managerial employees, confidential employees, guards and supervisors as defined in the National Labor Relations Act.

1.02 It shall not be the policy or practice of the Agency to establish or reconstruct jobs for the primary purpose of excluding employees from the bargaining unit.

1.03 The words “employee” and “employees” as used in this Agreement refer only to members of the bargaining unit as described in Section 1.01. The words “full-time employee” means an employee regularly and normally scheduled to work forty (40) hours or more per week. The words “part-time employee” means an employee regularly and normally scheduled to work less than forty (40) hours per week.

1.04 The size of the bargaining unit shall not be reduced by means of non-bargaining unit Agency employees doing work reserved by practice to bargaining unit employees, except on a short-term basis.

1.05 The Agency shall not contract or subcontract out work reserved by practice to bargaining unit employees without informing the Union at least thirty (30) days in advance whenever practicable and providing the Union the opportunity to propose and discuss alternative arrangements.

ARTICLE 2

UNION SECURITY

Beginning thirty (30) days following the commencement of their employment, each bargaining unit member who elects not to join or who later elects not to maintain membership in the Union shall be required to pay an agency fee to the Union as a condition of employment.

ARTICLE 3

DUES DEDUCTION

3.01 The Agency agrees that it will deduct per pay period the regular dues or Agency service fees from the wages of those employees covered by this Agreement who voluntarily authorize the Agency to make such deductions on a proper authorization card supplied by the Union. The dues so deducted will be remitted biweekly to the designated Union official together with the names and wages of the employees from

whose wages such deductions have been made. The Agency shall not make deductions and shall not be responsible for remittance to the Union of the dues for any pay period during which the employee has no earnings or where otherwise unlawful. The amount of the dues shall be certified to the Agency in writing by the Union.

3.02 The Agency assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Agency harmless from any claims, actions or proceedings by an employee rising from deductions made by the Agency hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 4

MANAGEMENT RIGHTS

4.01 The exercise by the Agency of the rights set forth in this Article shall not be inconsistent with or in violation of specific provisions elsewhere in this Agreement. Should the Agency decide to exercise any of the rights reserved to it in this Article and not in conflict with specific provisions elsewhere in the Agreement, and a change in existing provisions relating to wages, hours of work or working conditions will result that is not de minimis, it shall first offer to meet with the Union and negotiate as to the impact of such decision, and shall allow a reasonable period of time, for that process to be exercised.

4.02 The Union and the employees agree that the right to operate and manage the business and the affairs of the Agency, the right to select and direct the working forces and the right to control and direct the use of its equipment, facilities and properties are vested exclusively in the Agency and no provisions shall be construed to restrain the Agency from the management of its organization. All rights, functions and prerogatives of management formerly exercised or exercisable by the Agency remain vested exclusively in the Agency. These rights include, without being limited to, the following:

a) Facilities, Equipment and Methods. To control, determine and change the manner and the extent to which the Agency's equipment, facilities and properties shall be operated, increased, discontinued, temporarily or permanently, in whole or in part, by sale or otherwise, decreased or located and to

introduce, operate and change new or improved methods, practices, facilities, techniques and processes; and to obtain from any source by contract or subcontract equipment, materials, products, services and supplies.

b) Schedules and Assignments. To control, determine and change starting times, shifts, number of hours of work, overtime, training, working assignments, staffing levels and patterns, the method and place of performing work, including the right to determine that the Agency's workforce shall not perform certain work, and to determine and change the schedules of work and work breaks.

c) Selection and Workforce. To select, test, train, determine the ability and the qualifications of the employees and the number of employees assigned to any work assignments; to employ, assign, promote, demote, discipline, discharge, retire, transfer and lay off the employees; to supervise, evaluate and counsel employees; to determine the quality and quantity of work to be performed; to determine and make changes in job contents, descriptions, qualifications and standards and the frequency and standards of supervision and evaluation; to establish content of new job classifications and to determine and make changes in the size and composition of the workforce, including the right to contract and subcontract for services from any source including for services from any source including for services performed by employees and to encompass the use of student interns and volunteers; and to require reasonable overtime.

d) Rules. To establish, distribute, modify and enforce rules of employee conduct and safety and manuals of operating procedures, practices and safety regulations, and to control, direct and change facilities and services on the Agency's premises for the use or benefit of the employees; to fix standards of quality and quantity of work to be done; to maintain discipline and order and to maintain or improve efficiency within its operations. This includes the right to promulgate and to enforce written rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, behavior and attendance standards and/or effective operation of the Agency's operations

and after advance notice thereof to the Union and the employees, to require compliance therewith by employees.

e) Other. All other rights pertaining to the operation and the management of the business and the affairs of the Agency that are not expressly limited by any specific provision of this Agreement.

4.03 The failure by the Agency to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or be construed to limit or restrict the inherent and the common law rights of the organization, including, but not limited to, the members of the board, and the management to control, direct, manage and make changes in the operations and the affairs of the Agency.

ARTICLE 5

UNION RIGHTS

5.01 The Agency recognizes the right and the authority of the Union to appoint and/or designate individuals as officers and stewards (all hereafter called "stewards"). The Union agrees to furnish the employer with a written list of the stewards so designated and will inform the HR Manager, in writing, of any changes within thirty (30) days.

5.02 Union stewards shall have the right to investigate and process grievances and otherwise ensure compliance with the Agreement, provided such duties do not interfere with client services and are conducted in non-client service areas. Steward duties shall normally be conducted on non-work time, but the Agency acknowledges that exceptions will infrequently necessitate such activities occurring on work time. In that case, whenever practical, a request to use work time will be made and the Agency shall not unreasonably deny such requests.

5.03 Upon ten (10) days' advance notice to the Agency, whenever possible, a steward may request unpaid leave to attend union meetings, and the Agency will cooperate with the steward in arranging substitution of hours with other employees, provided that such

arrangements do not cause the payment of overtime. A request for such leave will be granted unless it will interfere with client services.

5.04 A Union committee of up to four (4) individuals and the Union Representative shall meet every quarter or as a need arises with representatives of the Agency for the purpose of meaningful discussion and feedback concerning policies, staffing, future plans and other matters of mutual concern. The parties shall meet at mutually agreeable times, with more frequent meetings upon request by either party as urgent issues arise, with the parties agreement.

5.05 The Agency shall provide a bulletin board for the exclusive use of the Union at each work site at an accessible location. Notices shall only be posted by Union stewards or representatives. If the Agency believes the bulletin board privilege is being used inappropriately or in a manner that may interfere with client services, the HR Manager shall contact the Union representative, and the parties shall work cooperatively to resolve any concerns.

5.06 The Union shall be permitted to distribute a reasonable amount of material utilizing each site's staff mailboxes.

5.07 Subject to the limitations of the voice mail system, the Union shall be assigned a special voicemail number for the dissemination of union information. As the voicemail capacity changes, the parties will meet to discuss other options.

5.08 Upon written request of the Union submitted at least thirty (30) days in advance, an employee may request an unpaid leave of absence to perform official duties on behalf of the Union. Such a request will not be unreasonably denied but may be limited with respect to such matters as duration and conditions of reinstatement, consistent with client service and the needs of the Agency. All conditions of the leave will be made clear and reduced to writing prior to the start of the leave.

5.09 The Agency and the Union will develop a system that meets both parties' needs under which the Agency will regularly provide the Union with current data as to new hires, terminations, long-term leaves of absence, transfers, promotions, and, upon request, any other information relevant to the Union in its role as representatives of unit employees.

5.10 Other than as specified elsewhere in this Agreement, no employee shall engage, without Agency approval, in any Union activity which interferes with the performance of work.

5.11 An authorized representative of the Union shall, after first notifying the HR Manager or site manager or designee, have admission to the premises for the purpose of providing services to the bargaining unit employees only. Such visitation rights shall not interfere with normal Agency operations or client services. The representatives of the Union shall proceed directly to the area of the site or program which has been designated by the Agency for each visitation and shall abide by all visitor rules including badges or other identification rules. Arrangements for such visitations shall be made when possible during the normal hours of operation and require reasonable advance notification. The visits shall be scheduled so that any discussions between a representative of the Union and employees shall take place in non-service areas and during the employees' non-work time except as provided by the contract or approved by the site manager.

5.12 Subject to limitations of the Agency's computer system, the Agency will allow employees to consent in writing to the authorization of the deduction of a voluntary political education fund fee from their political education fund fee from their wages and to the designation of the Union as the recipient thereof. Such consent shall bear the signature of the employee. An employee may withdraw their political education fund fee authorization by giving at least sixty (60) days' notice in writing. An employee may make changes in their deduction no more than twice in any calendar year.

The Agency shall deduct such political education fund fee from the pay of the employees who request such deduction and shall monthly transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

The Union will indemnify and hold the Agency harmless from any and all claims, demands, liability, costs and damages arising from or related to this Article.

5.13 The Agency shall provide an orientation for each newly hired bargaining unit employee in a meeting covering, among other topics determined by management**,** the Agency mission, client confidentiality, Agency goals, Agency structure, policies and benefits. The Union Field Representative shall be invited to the orientation

meeting and provided with an opportunity and reasonable time to discuss the Union and the labor agreement. If the Union Field Representative is unable to attend the HR orientation, they must contact the site manager to make arrangements to meet with the new employee at an agreed date / time to not interfere with client services.

ARTICLE 6

PAST PRACTICES

Where the Agency determines to establish, modify or delete a practice or policy that is not specifically identified in this Agreement and which relates to a "past practice" within the meaning of his phrase as generally accepted by arbitrators, the Agency shall first give notice to the Union and provide the Union an opportunity to negotiate to agreement or impasse as to the impact of such determination, including alternative proposals. It is understood that normally such negotiations are not to exceed a period of one (1) month.

ARTICLE 7

SUCCESSORSHIP

If the Agency commits to the sale of some or all of its operations to another employer, it shall first notify such employer of the existence of this Agreement and its obligations to the Union. As soon as there is a tentative agreement of such a sale, the Agency shall notify the Union of the conditions of such sale.

The sale of any or all of the Agency's operations shall have as a condition that the Buyer offer employment to current employees who meet the minimum qualifications for available positions, with no loss of wages or benefits, before offering positions to non-employees.

Nothing in this Agreement shall be interpreted as restricting the rights of the Union under the law in these circumstances.

ARTICLE 8

EFFECT OF LEGISLATION – SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations, rulings or orders of regulatory commissions or agencies having jurisdiction. If any provision of this

Agreement is in contravention of the laws or regulations of the United States or of Massachusetts, such provisions shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 9

DURATION

This Agreement shall become effective upon the date of execution or on July 1, 2026, whichever is earlier, and shall continue in full force and effect through June 30, 2027.

The parties agree to begin negotiations for a successor agreement in April 2027.

OBLIGATIONS OF EMPLOYMENT

ARTICLE 10

JOB FITNESS EXAMINATIONS

The Agency may require such job fitness examinations as it reasonably deems appropriate. The purpose of such an examination shall solely be to determine the employee's ability to adequately perform the duties of their position or another position being considered by the employee (e.g., transfer) or for the employee (e.g., restrictive duty in a medical case). The Agency will not unreasonably deny a request by the employee to pay for the exam or report if not covered by insurance. If the Agency does not accept the recommendation of the medical practitioner selected by the employee, it can insist on a job fitness examination performed by a mutually agreeable independent medical practitioner. The Agency will pay for this examination. In the event that the employee's return to work is delayed because of the Agency's unreasonable insistence on a job fitness examination, and the independent medical practitioner concurs with the employee's medical provider as to employee's fitness to return to work, the Agency shall make up the employee's wages and benefits lost because of the delay.

ARTICLE 11

STAGES OF EMPLOYMENT

Any newl**y** hired employees, whether or not previously employed by the Agency, will be considered as probationary employees for three (3) months starting with the day first worked after hire.

Notwithstanding any other provision of this Agreement, any Agency action with respect to the discipline or discharge of probationary employees shall not be subject to the grievance and arbitration provision of this Agreement.

Following completion of the probationary period, any Agency action with respect to their discipline or discharge shall be subject to the grievance and arbitration procedures of this Agreement. However, for the first three (3) months following the completion of the probationary period, or six (6) months in the case of employees who work fewer than ten (10) hours per week, the decision of the HR Manager or their representative shall be final, and neither the employee nor the Union shall have the right to arbitrate that decision.

The time periods above are exclusive of periods of unpaid leave, FMLA or Workers Compensation leave.

At the successful completion of the probationary period, the employee's seniority shall be considered to start from the date first worked after hire.

ARTICLE 12

NO STRIKE / NO LOCKOUT

12.01 During the term of this Agreement or any written extensions of this Agreement, the Union, its officers, agents, representatives, stewards, committee persons and members agree there shall be no strike or other stoppage of work or slowdown, picketing, interruption of or interference with the operation and services of the Agency by concerted action.

12.02 The term "strike" shall include a strike of any kind including a sympathy strike or unfair labor practice strike and any concerted failure to report for work or other stoppage of or other refusal to work or slowdown, or any other interruption of or interference with the operations and services of the Agency by concerted action, including

informational picketing or other publicly visible efforts to bring pressure on the Agency related to matters subject to collective bargaining.

12.03 The Agency shall not lockout employees during the term of this Agreement or any written extensions of this Agreement. The term "lockout" as used herein is defined solely to mean a temporary termination of some or all operations for the purpose of pressuring the Union or employees to accept the Agency's position in a labor dispute.

12.04 Any employee who violates the provisions of the above Article or participates in its violation, directly or indirectly, including without limitation instigating, leading, engaging in, authorizing, causing, assisting, encouraging or ratifying, shall be subject to severe discipline, up to and including discharge, and the sole questions in any arbitration shall be whether the employee(s) did in fact engage in the alleged violation of this Article's provisions and whether the Agency imposed discipline in a discriminatory manner inconsistent with the provisions of the National Labor Relations Act.

12.05 In the event that any employee engages or participates in any of the prohibited conduct described in this Article, the Union shall promptly, forthwith and without delay:

a) Publicly disavow such action by the employee(s).

b) Instruct such employees to cease such action, to return to work immediately, and to comply promptly with the provisions of this Article.

ARTICLE 13

ANNUAL EVALUATIONS

13.01 An annual evaluation of each employee shall take place each year between February 1 and March 31. In the case of a new employee, if it has been less than six months since their three (3) month evaluation, they will not be subject to the annual evaluation during the months of February and March and will instead receive their annual evaluation beginning the following year.

13.02 Supervisors will ensure that the evaluation process is of a constructive nature and that it will aid the employee should any deficiencies be cited in the evaluation. At the employee's or employers' option, the evaluation will include a meeting with the supervisor's supervisor. An employee with licensed skills will not be evaluated as to their competency in using such skills except by an evaluator with the same license; provided, however, that an evaluator without such license can evaluate the employee on all other aspects of performance.

13.03 If an employee is likely to receive a less than satisfactory evaluation, his or her supervisor shall, whenever practicable, inform him / her of this likelihood a reasonable period of time before the evaluation is to be done. At the same time, the supervisor must inform the employee what specific improvements in job performance must be made in order to receive a satisfactory evaluation.

13.04 Upon receipt of a below satisfactory evaluation, the employee shall receive a plan on how to achieve a "satisfactory" rating.

13.05 Nothing in this Article shall be subject to the grievance process set forth in Article 16.

PROTECTIONS OF EMPLOYEES

ARTICLE 14

JOB DESCRIPTIONS

14.01 The Employer will maintain accurate job descriptions for all positions covered by this Agreement**;** it being understood that accuracy of such documents is not a grievable matter. The appropriate job description will be given to new employees upon hire. Every employee in the bargaining unit on the effective date of this Agreement shall receive a copy of their job description within thirty (30) days.

14.02 If the Employer anticipates changing a job description and the job description change will result in a material change to the employee's job duties the employee and the Union shall be so notified and the employee and the Union shall be afforded the opportunity to discuss and make proposals as to the impact of the changes. If the Employer changes a job description and the change has no material impact on the employee's job duties, a de minimis impact on the employee's job

duties, or is clarification of a current job duty, the employer agrees to provide the Union and the employee with a copy of their new job description prior to implementation.

14.03 If a job description includes language such as "other duties as assigned," it is understood that (a) in most circumstances such duties will be related to a principal function of the job or be communal in nature, and (b) unrelated communal duties should be fairly rotated or shared.

14.04 New job descriptions will be made available to the Union whenever a new position is created or a job description is changed or modified.

14.05 The parties agree:

a) To review the current grading system with the goal of presenting an alternative and more appropriate model;

b) To create, where appropriate, higher graded positions (i.e., Counselor II) in those instances where employees have the skills, credentials or other demonstrable talents.

ARTICLE 15

PERSONNEL FILES

15.01 The Employer shall maintain one official personnel file for each employee, to be kept at the Administrative Office of the Agency.

15.02 An employee shall have the right to inspect their entire personnel file during regular business hours upon advance request and shall have the right to copy materials at their expense. The Union shall have access to inspect an employee's personnel file and to copy materials at Union expense during regular business hours, upon advance request and upon prior written authorization by such employee. Access must be granted within one (1) working day or as soon thereafter as reasonably possible.

15.03 An employee may challenge the accuracy or propriety of any material contained in their file by filing a written statement for inclusion in the personnel file. If the Employer and an employee agree that certain information in their personnel file is inaccurate, such information shall be corrected or expunged.

15.04 A copy of any item that is placed in an employee's official personnel file and which does not indicate that a copy was provided to the employee or contain the employee's signature will be sent to the employee.

ARTICLE 16

GRIEVANCE PROCEDURE AND ARBITRATION

16.01 Definitions: A grievance is a dispute arising during the term of this Agreement between the Agency and the Union or any employee as to the application or interpretation of a specific written provision of this Agreement or alleged breach of a specific written provision of this Agreement.

Days in this Article refers to calendar days, exclusive of Saturdays, Sundays and holidays.

16.02 Exclusive Method: The Union and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance is and shall be in accordance with the grievance and arbitration procedure prescribed in this Agreement and to be bound by any determination or decision which shall be made in accordance with the said provisions of this Agreement.

16.03 The Procedure: A grievance as defined in this Agreement shall be processed and, if possible, settled in accordance with the following grievance procedure:

INFORMAL STEP: The aggrieved employee or the Steward or other Union representative on their behalf shall, within ten (10) calendar days of the occurrence of the event giving rise to the grievance, or of when the grievance could first be known, take the matter up with their immediate supervisor, who shall attempt to resolve the grievance and who shall present their answer in writing via email within five (5) calendar days of receiving the email from the employee. Documentation of these emails must be submitted to the next level supervisor and HR should the grievance progress to Step 1

16.04 Time Periods and Procedures: the time limits specified in this Article are "of the essence" and may only be extended by written agreement.

If the grievance is not presented in accordance with the provisions of this Article, it shall be considered dropped. A grievance which concerns the discharge or suspension of an employee or affects a substantial number or class of employees may be presented initially at Step 2 in the first instance within ten (10) days from the occurrence of the dispute. All time limitations herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

16.05 Selection of an Arbitrator: Grievances processed in accordance with the above procedure in this Article and not satisfactorily settled and which involve the interpretation or application of any of the terms of this Agreement, unless otherwise excluded from coverage by this Agreement, shall be submitted to arbitration at the option of the Union in accordance with the following procedure, but only if the Union gives written notice to the Agency of its desire to arbitrate the grievance within two (2) weeks from the receipt of the Agency's written answer to the grievance as provided in Step 2 of the grievance procedure.

a) The request for arbitration may be made only by the Union or by the Agency by notification in writing to the other party within two (2) weeks after the date of the written decision under the procedure provided in Step 2 of the grievance procedure, and the simultaneous filing of a request for arbitration to the American Arbitration Association in Boston. Nothing in this Article shall preclude the parties from agreeing to a panel of arbitrators, together with a procedure for choosing among them, to be used for all arbitrations.

b) The request for arbitration shall state the alleged violation or violations of this Agreement and the remedy or the relief sought by the party requesting arbitration.

16.06 Authority of the Arbitrator:

a) The authority of the arbitrator shall be limited to the express provisions of this Agreement and to the question or questions which are submitted, or which they are given to formulate; provided, however, that the arbitrator shall not have any authority to establish wage rates, to establish any terms or conditions under this Agreement or to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.

b) The Agency shall apply factors such as length or quality of service, operational requirements, need or special ability to mitigate the severity of discipline. The arbitrator, if they order a reduction in the severity of discipline, must articulate a clear rationale for doing so and such order shall not constitute a mere substitution of their judgment for that of the Agency.

c) The arbitrator may not award back pay or any other form of compensation for any period beginning earlier than five (5) days prior to the filing of the written grievance or three (3) months from the date of request for arbitration, whichever is the shorter, except to the extent delay is attributable to the Agency.

d) In the event there is an award of any back pay, any earnings by the aggrieved employee and any unemployment insurance collected by the employee during his period of unemployment shall be offset and deducted from the award.

16.07 Decision is Final: The arbitrator shall mail their written decision simultaneously to the Agency and the union. The decision by the arbitrator not inconsistent with the terms of this Agreement shall be final and conclusively binding upon the Agency, the Union and the aggrieved employee or employees.

16.08 Expenses of Arbitration: The expense of the arbitrator and the expense directly related to the arbitration hearing shall be shared equally by the Agency and the Union, except those expenses related to witnesses will be borne by the party calling the witness.

16.09 Nothing in this Agreement shall be interpreted as interfering with a lawful agreement between the Agency and an employee submitting to arbitration issues not arbitrable under this Agreement. This Section shall not be interpreted to allow any pre-hire or time-of-hire arbitration agreements.

ARTICLE 17

DISCHARGE AND DISCIPLINE

17.01 No employee shall be discharged, suspended or disciplined except for just cause. The Agency may place an employee on unpaid leave or reassign an employee pending investigation of possible misconduct.

17.02 The Agency will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of the discharge or suspension. With reasonable exceptions, discipline shall be imposed within two (2) weeks after the Agency is or reasonably should be aware of and have evidence of, an incident giving rise to the discipline.

17.03 No arbitrator or reviewer shall consider the failure of a client of the Agency to appear for testimony as prejudicial. In any case where DPH, DTA, DOE or other regulatory or law enforcement agency charges, makes or validates a finding of employee misconduct, discipline or discharge based on such finding may not be contested through the grievance and arbitration procedure without Agency approval, except as to the appropriateness of the level of discipline.

17.04 Time actually worked by an employee after disciplinary action, with no further disciplinary action, will lead to removal of the record of discipline from the employee's personnel file after one (1) year in the case of a verbal warning, two (2) years in the case of a written warning, and, five (5) years in the case of a suspension.

17.05 Where disciplinary action has a corrective purpose and the disciplined employee requests a repetition of training or instruction normally provided by the Agency, it will be provided, within reason, on a not-to-be-repeated basis.

17.06 Any employee who is required to attend a disciplinary interview or an investigatory interview as to conduct that might reasonably lead to their discipline shall be given the opportunity, upon their request, to have a Union representative be present during the interview. Parties will endeavor to meet within one (1) week. An employee shall have no right to refuse to respond to questions about any job-related matter.

ARTICLE 18

SENIORITY

18.01 Seniority shall be defined as an employee's length of employment, from the employee's original start date as a regular employee with the Agency, not to include substitute status. Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Bargaining Unit Seniority shall be defined as the employee's length of continuous service with the Agency in the bargaining unit, commencing with the date on which the employee began to work after last being hired, subject to the provisions of Sections 18.06 and 18.07.

18.02 An employee's seniority rights shall commence after the completion of their probationary period and shall be retroactive to the date of hire. A drawing of lots shall determine seniority among employees with the same start date.

18.03 An employee shall accrue seniority while on an approved leave of absence or out on Workers' Compensation leave. The period of a disciplinary suspension shall not be a break in seniority but no additional seniority will accrue during such period.

18.04 An employee shall lose seniority and seniority shall be broken for any of the following reasons:

- If the employee voluntarily resigns and does not return to employment for six (6) months;
- If the employee is discharged;
- If the employee fails to report to work after a layoff within seven (7) days after mailing of written notice sent by the Employer to the employee's address of record;
- If the employee fails to report to work at the expiration of a leave of absence pursuant to this Agreement;
- After the exhaustion of recall rights after layoff.

18.05 An employee shall not accrue seniority during a period of layoff.

18.06 In the event an employee is offered another job by the Employer outside the bargaining unit and the employee accepts such a job and

leaves the bargaining unit, the employee shall retain all their seniority rights under the Agreement for one (1) year, except for cases of involuntary termination.

18.07 The Union shall receive an updated seniority list once a year.

ARTICLE 19

FILLING OF VACANCIES

19.01 Vacancies: For the purpose of this Article, a vacancy is defined to mean any job opening which the Agency intends to fill, whether this results from the creation of a new job by the Agency or an opening in an existing job caused by the departure of an employee. These provisions do not apply to positions outside of the bargaining unit.

19.02 Subject to the layoff and recall provisions, notice of all vacancies within the bargaining unit shall be posted for not less than seven (7) calendar days and referred to in mailings or website communications as practicable. In the event that the Agency elects to fill a vacant position, the Agency will make reasonable efforts to fill the position as quickly as reasonably possible. Job postings shall contain the title, description, relevant requirements, wage rate, hours, termination date of the position, if known, and effective date. Any employee desiring to apply for a posted vacancy shall make application in accordance with the notice. In the event an employee is on vacation at the time of the job posting and the position has not been filled, the employee may submit the application upon returning to work. Whether and how to post / advertise externally shall be an Agency decision.

The hours listed in each job posting shall reflect the full shift or weekly schedule required for the position. Bargaining unit members may not post or negotiate for a subset of the posted hours; the schedule is offered as a complete unit. Any changes to posted schedules remain at the sole discretion of Management.

19.03 After making efforts to meet its affirmative action goals, the Agency shall give first consideration to employees who meet the posted qualifications for the position. The employee applicant with the most seniority shall be offered the position unless another applicant (internal or external) who meets the minimum qualifications, meets more of the posted “preferred” qualifications in which case they may be offered the position. In reviewing employees’ seniority for the

purpose of this Section, classification seniority shall govern unless there is no qualified applicant with classification seniority, in which case bargaining unit seniority shall govern.

19.04 Any temporary position which becomes permanent shall be reposted and filled in accordance with this Article.

19.05 While a vacancy is being posted and pending the determination and availability of the successful bidder, the Agency reserves the right to fill the position or assign the duties of the position as it determines to be necessary, normally for not more than thirty (30) days. Duties of employees may be reassigned, as needed on a reasonable basis. Any reassignment pursuant to this article will not result in a significant change to the employee's duties, hours or work location.

19.06 Upon request, an internal applicant who is not hired for a vacant position shall be given the reasons they were not selected.

19.07 Within thirty (30) days after an internal applicant has transferred to another unit position, they may request to return to their former position. Such requests shall not be unreasonably denied.

19.08 In the event that the Agency is unable to secure coverage for employee vacation, open positions, or other staffing gaps, the Agency reserves the right to engage temporary services or individual independent contractors to ensure operational continuity.

ARTICLE 20

LAYOFF AND RECALL

20.01 Whenever the Agency determines to lay off employees or reduce hours of employees, it shall give the employees and the Union as much notice as possible. In no event shall such notice be less than seven (7) days, except where the need for a shorter notice period is beyond the Agency's control, in which case the Agency shall provide an explanation to the Union before a layoff is effective. The Union and the Agency will meet as soon as possible to discuss the impact.

20.02 Within each site, a layoff among employees in a classification shall be in accordance with bargaining until seniority, the least senior being laid off first, unless the Agency reasonably determines that the retention of the less senior employee will significantly enhance the

Agency's ability to serve a given client population or, in the case of office positions, they otherwise possess knowledge or skill the Agency reasonably needs.

20.03 Where a reduction in hours is effected, employees with the same relevant skills in a classification where there are available hours at other sites may request such hours. If the Agency is not planning to grant a request or if there are competing requests, the Union and the Agency shall meet and the Union shall be provided the opportunity to make suggestions.

20.04 There shall be no "bumping" except to the extent that the parties agree on such during impact bargaining following the announcement of a layoff.

20.05 Recall Rights:

a) Laid off employees shall have recall rights equal to their length of service, up to a maximum of one (1) year.

b) Whenever a vacancy occurs in a classification in which a laid off employee has recall rights, the Agency shall contact all senior such employees in that classification by sending a certified mail letter to the last known addresses, with a copy to the Union. Seven (7) days after mailing the notices, the Agency may fill the position in the order of inverse seniority among those who respond with the required relevant skills. If an employee rejects a recall or is unable to start when needed or fails to contact the Agency within thirty (30) days after the letter is sent, the employee loses their right to recall.

c) Employees with recall rights take precedence over working employees as far as eligibility to fill vacancies of eight (8) or more hours per week. As long as there are employees with pertinent recall rights, vacancies shall not be posted for job bidding. Nothing in this Article shall preclude the Agency from deciding not to fill a vacancy or to effect a transfer into it, or to distribute the hours to other positions.

d) Pending the employee's return from layoff during the above recall procedure, the Agency reserves the right to assign the duties of the position as it determines to be necessary. Duties of employees may be reassigned, but no employee shall, except on a volunteer basis,

be reassigned to a different work site or to changes in hours having a significant impact on the employee.

20.06 Whenever a vacancy of fewer than eight (8) hours per week occurs, the available hours will first be made available to current employees in the classification at the site of the vacancy. If no such employees are interested in filling such a vacancy, it shall next be offered to qualified people with recall rights before being advertised outside the Agency.

20.07 The Agency reserves the right to deny rights under this Article to employees not in good standing (i.e., employees who have received final written warnings or other serious discipline within the prior twelve (12) month period and whose grievance, if any, concerning such warning or discipline has been finally resolved).

20.08 All disputes arising out of this Article shall be submitted for expedited final and binding resolution by a mutually agreed upon person available to do so. They shall resolve / decide any such dispute within five (5) working days after the Agency's decision with which the Union takes issue. The parties agree that, within one (1) month after the effective date of this Agreement, they shall agree on a list of mutually acceptable persons who could be asked to resolve such disputes.

ARTICLE 21

HEALTH AND SAFETY

The Agency agrees to make reasonable efforts to provide a safe and healthy work environment for all employees. Perceived unsafe or unhealthy conditions will be presented to the Labor / Management committee. This committee may also examine issues such as ergonomics, infection control, security temperature, equipment and any others identified by Committee members. The Union representatives and the Agency representatives will each appoint a lead person.

The Committee will meet twice per calendar year, except the Committee may meet as a need arises, in which instance the Party calling for the meeting will submit a written agenda to the other Party describing in detail the issue or matter requiring convening the meeting and the topic (s) to be discussed. Employees who attend these meetings will be compensated in accordance with Article 24.06(a). Only in circumstances where this Committee fails to act in a timely fashion may violations proceed through the grievance and arbitration process.

ARTICLE 22

TRAINING

The Agency and the Union agree to cooperate in the identification of issues as to training needs and resources. Employees are encouraged to make suggestions to their supervisors and the Labor-Management Committee will be the principal forum for appropriate discussion.

ARTICLE 23

NON-DISCRIMINATION

23.01 Neither the employer nor the Union shall discriminate against any employee covered by this Agreement on the basis of race, color, religious creed, national origin, age, sex, sexual orientation, gender identity or expression, marital status, disability, pregnancy, pregnancy-related conditions, neurodiversity, military status, or any other protected class as recognized under federal, state, or local law. Should any of these protected categories be expanded or amended at the federal level, the Employer will comply with all applicable requirements.

23.02 The Employer and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment.

23.03 The provisions of this Article are not arbitrable to the extent that there exists another legal forum in which they could be resolved.

PAY AND BENEFITS

ARTICLE 24

HOURS OF WORK AND OVERTIME

24.01 Upon advance notice of at least three (3) business days to the supervisor (except in an emergency, when as much notice as possible will be given), employees at a site in the same classification and with the same relevant skills may request to exchange days off or hours

with each other, provided the exchange does not create an overtime obligation. Requests shall not be unreasonably denied.

24.02 The Agency shall make reasonable efforts to provide two (2) fifteen (15) minute paid breaks during each work shift of six (6) hours or more, and one (1) fifteen (15) minute paid break for shifts of more than four (4) hours but less than six (6) hours. A thirty (30) minute paid meal period is guaranteed for shifts of six (6) hours or more. Breaks and meal periods may be combined and shall be taken with supervisory approval, consistent with quality client service. All daily schedules shall involve consecutive hours except by mutual agreement.

24.03 Employees may leave work when their scheduled shift is completed, unless additional work has been authorized by the supervisor or designee, or under established policy to meet emergencies or compelling client or Agency needs (e.g., to meet state deadlines or to address family health issues that cannot reasonably be postponed). An employee must get advance permission from their supervisor to work more than fifteen (15) minutes beyond their schedule on a given day or on a frequent basis. In the case of an “emergency” or a situation out of the staff person’s control, certain guidelines will apply depending on the specifics of the situation. If an employee is faced with a situation that requires him/her to stay later than scheduled, under established policy to address emergencies or compelling client needs (more than fifteen (15) minutes), the staff person needs supervisory approval, if possible. If there is no supervisor or supervisor’s designee available, the employee must inform the supervisor in person, in writing or by voicemail of the circumstances requiring the overtime with two (2) working days. If an employee needs to stay late one day and is able (with supervisory approval) to leave early another day within the same week, they may opt to that rather than being paid for the extra time.

24.04 Employees shall be paid one and one-half (1.5) times their regular hourly rate of pay for all hours actually worked in excess of forty (40) hours in the seven (7) day payroll period. All paid holiday hours shall be considered as work time for the purposes of overtime.

24.05 The Agency will make reasonable efforts to assure that scheduled (but not emergency) overtime is offered equally to all employees at a site who have the same relevant skills in the classification.

24.06 Any employee required by the Agency to spend time participating in or attending training or educational programs which are held at times other than during the employee's regularly scheduled work period shall be compensated for such time. All mandatory meetings called by the Agency shall be considered as time worked and paid at the appropriate rate. The Agency shall make a good faith effort to schedule mandatory meetings as near as practical to the employee's regular shift of work. In the event an employee is called in to attend a mandatory meeting, the employee shall be paid a minimum of three (3) hours' pay at the applicable rate of pay for that day and shall also be reimbursed for travel at the applicable mileage rate.

Members of the union negotiation team shall be released when otherwise scheduled to be at work on advance notice for negotiations when practicable. Time paid because the time occurs when the employee had been scheduled to work is not included in the calculation of overtime as time worked.

24.07 The Agency shall continue to have the right to create schedules for part-time and full-time employees, in shifts of up to twelve (12) hours, depending on funding, client service needs and the availability of and interest of employees in such schedules, it being understood that significant changes in any employee's shift schedule will not be implemented (other than in an emergency) without prior discussion with the Union. Requests by employees for flexible scheduling will be granted within the discretion of the Agency, using client service and other legitimate business factors as its criteria. During the term of this Agreement, disputes arising out of this Section which are not resolved in the Labor-Management forum may be brought through the grievance procedure, but the decision of the Agency may not be arbitrated except by mutual agreement.

24.08 The current Agency policy of not requiring employees to work more than forty (40) hours in a week except by mutual agreement shall not be changed without bargaining with the Union to resolution or impasse.

ARTICLE 25

HOLIDAYS

25.01 The following days are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Two (2) floating Holidays to be taken on a day of the employee's choosing

If a holiday falls on a weekend day, the Employer will schedule a different day to be celebrated as a holiday. Such substitution shall be announced to all unit members at least six (6) months in advance.

25.02 Employees normally scheduled to work on a holiday will have the day off and be paid for their regularly scheduled hours. Full-time employees not scheduled to work on a holiday shall earn a full day (eight (8) hours) of vacation time.

Employees will be paid at their regular rate of pay for each of the holidays specified above. If an employee is required to work on a paid holiday recognized in this Agreement, the employee will receive straight time pay for the same number of hours worked that day, in addition to the additional holiday pay.

25.03 Employees will not be paid for holidays if they are on unpaid leave of absence. Receipt of insurance or Workers Compensation payments does not constitute a paid leave of absence.

25.04 Employees shall have the option of using the Floating Holidays either as full days or in increments of one (1) or more hours during the fiscal year. Advance notice and other responsibilities shall be as set forth in Article 26 for scheduling of vacation days. Floating holidays must be used in the fiscal year they were allotted and with advance supervisory approval (Article 26.04-Vacation), at the time of their choosing. Full-time employees will receive sixteen (16) hours. Part-time employee's floating holiday allotment will be calculated based on the longest day worked. These hours must be used in hour increments. If an employee changes their schedule, no alteration to

the floating holiday allotment will be made until the following July 1. If an employee is hired from July 1-December 31, they will receive the full allotment and if they are hired between January 1-June 30, they will get half. Floating holiday time may be used within the three (3) month orientation period. The notice to supervisors to request use of floating holiday time is per the contract (Article 26.04-Vacation).

ARTICLE 26

VACATION

26.01 Full-time employees shall earn vacation each pay period as follows during the year(s) of service indicated:

1st year	3.08 hours (2 weeks)
2nd through 4th year	4.62 hours (3 weeks)
5th through 9th year	6.16 hours (4 weeks)
10th through 14th year	7.70 hours (5 weeks)
15th year and thereafter	9.23 hours (6 weeks)

When an employee reaches a vacation accrual milestone during the fiscal year, the Agency will calculate and prorate the additional vacation time associated with the new accrual tier based on the employee's anniversary date and the portion of the fiscal year remaining.

a) Part-time employees scheduled to work twenty (20) or more hours per week shall earn and be credited with vacation on a pro-rated basis. All part-time employees hired on or before July 1, 2002 shall earn and be credited with vacation on a pro-rated basis regardless of the amount of hours they are scheduled to work.

b) At the start of each fiscal year, employees who are then not the recipient of a written discipline action within the past six (6) months shall be credited with the full amount of vacation they will earn during that year, and they may use such advanced vacation in advance of it being actually earned, with the understanding that vacation pay used but not yet earned will be repaid to the Agency if the employee's employment terminates during the fiscal year, and any monies due to the employee from the Agency may be retained by the Agency to satisfy such obligation. Employees who receive a written disciplinary action during the fiscal year will be

limited to the use of only accrued vacation hours for six (6) months, given there is no further disciplinary action which occurred during the six (6) month period.

c) All vacation time must be used during the fiscal year or be lost, with the following exceptions:

(i) Up to one (1) week of unused vacation (based on employees weekly budgeted hours) will automatically be carried over into the following fiscal year. Additional vacation may be carried over for adequate reason(s) provided, and any dispute as to the adequacy shall be resolved by the Labor-Management Committee. Carryover must be used by the end of the fiscal year or it will be forfeited.

d) Leaves covered by Workers Compensation shall not be considered paid leaves under this Article for purposes of vacation accrual.

e) Former employees who are rehired within six (6) months of separation shall be credited with their prior length of service for purposes of accrual of vacation.

26.02 Vacation balances will be regularly reported in pay stubs or by other equally frequent means. Upon separation, employees will be paid for all accrued unused vacation. Such payment shall be made with the employee's final paycheck if two (2) weeks' notice is provided.

26.03 In the event a holiday designated in this Agreement falls within an employee's vacation period, that day shall not be charged as a vacation day.

26.04 Employees must submit vacation requests of one (1) week or more in writing to their supervisor at least two (2) weeks before the start of the requested vacation, and at least one (1) week in the case of requests for use of less than one (1) week, except in emergencies. All requests require supervisory approval to ensure adequate coverage. Supervisors shall respond to vacation requests as soon as possible, and where the request is made two (2) or more weeks in advance, within five (5) working days after the written request is received. Requests shall not be unreasonably denied.

26.05 A site or program manager may, at the beginning of January, ask employees to submit vacation requests for certain time periods (e.g., summer, school vacation or Christmas-New Year's period) In such cases, requests shall be granted, based on availability, in order of seniority and awarded by the end of February after which time further vacation requests shall follow Article 26.04.. Requests for periods of less than one (1) week shall then be considered and granted, based on availability, in order of seniority. Unless otherwise approved in advance for time off during the holidays, staff will be expected to work their regular shift the day before a holiday and only in the case of an emergency will be excused from work or allowed to leave early.

26.06 Vacation leave is to be taken in hour increments.

ARTICLE 27

SICK LEAVE

27.01 All full-time employees shall accrue eight (8) hours of paid sick leave per month of active employment of paid leave (not including leaves covered by insurance or Workers Compensation). Sick leave will be pro-rated for part time employees scheduled to work between 20-39 hours per week. Bargaining unit employees who work less than twenty (20) hours per week will accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked per calendar year, up to a maximum of forty (40) accrued hours.

27.02 Sick leave requests shall be granted under the following conditions:

- Care for the employee's own physical or mental illness, injury or other medical condition that requires home, preventative or professional care;
- Care for a child, parent, spouse or parent of a spouse who is suffering from a physical or mental illness, injury or other medical condition that requires home, preventative or professional care;
- Attend routine medical and dental appointments for themselves or for their child, parent, spouse or parent of a spouse;
- Address the psychological, physical or legal effects of domestic violence; or
- Travel to and from an appointment, a pharmacy or other location related to the purpose for which the time was taken.

27.03 Use of sick time for other purposes is not allowed and may result in an employee being disciplined. Employees may not use sick time if the employee is not scheduled to be at work during the period of use. An employee may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.

Sick time may be used for full- or partial-day absences. The smallest amount sick time that an employee can take is one (1) hour. For uses beyond one (1) hour, employees can use sick time in thirty (30) minute increments.

Absence Notification Procedures

If an employee needs to be absent, late or to leave work early (for purpose that are permissible under this Policy), the employee must give advance notice to his or her supervisor, except in an emergency. Notice should be provided pursuant to the Agency's Work and Attendance Policy.

If the absence is foreseeable (for example, if the employee will be absent to attend a previously scheduled appointment), the employee must provide up to seven (7) days' advance notice, unless the employee learns of the need to use sick time within a shorter period of time. When possible, employee will make efforts to schedule non-emergency medical appointments on non-work time.

If the absence is not foreseeable, the employee must provide notice to his or her supervisor at least one-half (0.5) hour before the start of the employee's shift. If one-half (0.5) hours' notice is not reasonable due to an accident or sudden illness, notice must be provided as soon as practicable. If an employee is going to be absent on multiple days, the employee or the employee's surrogate (e.g., spouse, adult family member or other responsible party) must provide notice of the expected duration of the leave; or, if unknown, provide notice of continuing absence on a daily basis, unless the circumstances make such notice unreasonable.

Verification of Use of Sick Time

The Agency may require an employee to personally verify in writing that he or she has used sick time for an allowable purpose, but the employee shall not be required to explain the nature of the illness or the details of the domestic violence. A doctor's note or other documentation will not be required, except as provided below.

Documentation of Use of Sick Time
The Agency will generally require an employee to submit a doctor's note or other documentation to support the use of sick time if the absence:

- exceeds twenty-four (24) consecutively scheduled work hours or three (3) consecutive days on which the employee is scheduled to work;
- occurs within two (2) weeks prior to an employee's final scheduled day of work (except in the case of temporary employees); or
- occurs after four (4) unforeseeable and undocumented absences within a three (3) month period.

Required documentation must be submitted within seven (7) days of the absence. Additional time will be allowed for good cause shown. If an employee fails to timely comply with the sick leave law's documentation requirements, the Agency may recoup the sick time paid from future wages.

Agency Expectations Regarding Attendance
Regular, reliable attendance and timeliness by employees is expected. If an employee commits fraud or abuse by engaging in an activity that is not consistent with allowable purposes for sick time, the employee may be subject to disciplinary action.

If an employee is exhibiting a clear pattern of taking leave on days just before or after a weekend, vacation or holiday, the Agency may discipline the employee for misuse of sick time, unless the employee provides verification of authorized use.

Interaction with Other Types of Leave
If any time off covered under this Policy is also covered under any of the Agency's other leave of absence policies, sick time shall run concurrently with such leave. Employees are required to use sick time if applicable to leaves taken under any other policies.

ARTICLE 28

FAMILY, MEDICAL AND OTHER LEAVE

28.01 **FMLA.** The Agency agrees to abide by the provisions of the federal Family and Medical Leave Act (FMLA), providing up to twelve (12) weeks of unpaid leave per year. During FMLA leave, eligible employees may be required to utilize all applicable accumulated and unused leave, with the exception of up to five (5) days of sick leave and five (5) days of vacation leave. Seniority shall accrue during

FMLA leaves. The “year” for purposes of this benefit shall be a twelve (12) month “look back” period from the date of the commencement of the leave. Spousal rights under the law will be extended by the Agency to domestic partners who meet the eligibility criteria for health insurance coverage. The Agency agrees to extend the benefits available under this Section to employees who have been continuously employed by the Agency for one (1) year or more and who have worked at least one thousand two hundred and fifty (1,250) hours for the Agency within the past twelve (12) month period, in line with current federal eligibility requirements.

28.02 **Paid Parental Leave (PFML)** Tapestry is required to comply with the Massachusetts Paid Family and Medical Leave (PFML) Law. This includes providing employees with required notices and information, as well as allowing employees leave and job protection rights as provided for under this law. Tapestry will allow leave to employees upon receipt of documentation from the Massachusetts Department of Family and Medical Leave confirming such eligibility. Leave under this law runs concurrently with any other leave which applies for a particular use.

As a covered employer, Tapestry is required to remit a contribution to the Massachusetts Department of Family and Medical Leave. Effective January 1, 2025, the total contribution rate is 0.88% of eligible payroll:

0.70% for medical leave

0.18% for family leave

This contribution is split between employees and the Agency, as allowed under the law. Tapestry will adjust the payroll deduction amounts as they are changed annually by the Massachusetts Department of Family and Medical Leave. In any such instances, Tapestry will provide notices to the employees as required under the law.

28.03 Upon written request by an employee who has been employed at least one (1) year, the Agency may grant a personal unpaid leave of absence of up to twelve (12) months in duration. The request shall be submitted as far in advance as possible, but no less than thirty (30) days before the start of the leave.

28.04 When leaves are granted under this Article, the Agency shall provide the employee in writing any restrictions or conditions beyond those identified in this Agreement or the generally applicable employee manual, to include job reinstatement rights upon return. If during such

leave a layoff or reduction in hours take place, the employee will have the same rights as active employees.

28.05 Seniority shall continue to accrue while an employee is on an FMLA leave, but not in the case of other leaves.

28.06 The Agency reserves the right to fill any position if a leave is for longer than three (3) months. Notwithstanding any other provisions of this Agreement. If an employee returns from an approved leave that is longer than three (3) months and their position has been filled, they shall have first rights to any vacant position for which they are qualified. An employee on leave must advise their supervisor in writing at least thirty (30) days prior to the end of the leave to confirm plans for their return.

28.07 Employees on unpaid leave (other than FMLA) will be required to use accrued vacation time unless otherwise agreed in writing by the Agency. Employees on unpaid leave must pay one hundred percent (100%) of their health insurance premiums to remain covered by its plan. The employee's date of hire will not be affected by the granting of a leave of absence.

28.08 An employee returning to work after a leave of absence shall not be considered to be probationary (unless probationary at the start of the leave), but may be required to submit a fitness-for-duty report under Article 10 before returning to work.

28.09 Failure to return to work from any leave provided under this Agreement shall result in termination, unless an extension in writing has been granted or is required by operation of law.

28.10 Leave under any provision of this Agreement which is eligible for coverage under the FMLA shall run concurrent as both FMLA and contractual leave, and the more liberal provision shall apply.

28.11 The provisions of this Article are not subject to arbitration unless an employee voluntarily foregoes their right to seek redress by other means.

28.12 Effective October 1, 2019, Agency will take deductions out of employee pay and Agency will contribute amount as required by law. The Union agrees that this paid leave will run concurrently with other state and federal leaves

ARTICLE 29

HEALTH INSURANCE

29.01 All employees in the bargaining unit working thirty (30) hours or more per week will be eligible for the health insurance coverage offered by the Agency.

29.02 For any employee who selects the lowest cost health insurance plan option offered, the Agency will pay seventy five percent (75%) of the total premium cost for individual coverage, sixty-five percent (65%) for two (2) person coverage, and fifty five percent (55%) for family coverage. For any employee who selects any of the other options, the Agency will pay the same dollar amount as it would pay had that person selected the lowest cost health insurance plan option offered.

29.03 During one (1) month of each year, designated by the Agency, any eligible employee may change to a different available health plan.

29.04 The Agency agrees to distribute forms and to provide information on all available plans to each current and new employee.

29.05 The Agency reserves the right to change carriers and/or substitute plans with substantially the same benefits, after compliance with Article 6 (Past Practices). At either party's request, the parties shall meet to discuss changes in health insurance options. The parties agree that substantial changes in the health insurance rights and obligations of employees provide either party, on request, with the right to require the other to meet and negotiate about the best options for employees.

29.06 To the extent allowable by the carrier, an employee who is eligible for health insurance who has their hours involuntarily reduced to fewer than thirty (30) per week shall continue to be eligible for health insurance coverage as if they were working thirty (30) hours per week.

ARTICLE 30

BEREAVEMENT LEAVE

All employees will be eligible for up to three (3) days of bereavement leave in the event of the death of the employee's sibling, grandparent, grandchild, the employee's spouse's parent or child, the employee's domestic partner's parent or child, or a person living in the same household. All employees will be eligible for up to five (5) days of bereavement leave in the event of the death of the employee's child, spouse, domestic partner, parent or stepparents. Employees will be paid only for time missed during scheduled hours of work in the seven (7) calendar days following the date of death. If additional time is needed, an employee may use accrued vacation time or any accrued benefit time with their supervisor's prior approval.

ARTICLE 31

JURY DUTY

31.01 Time off shall be granted to any employee who is called for service on a jury. The Agency will pay the employee their regular wages for serving jury duty up to a maximum of three (3) days in any twelve (12) month period, it being further understood that the maximum will increase to ten (10) days in the case of Grand Juror Service.

31.02 Employees shall be allowed unpaid time off if summoned to appear to court as a witness. Such time shall, however, be paid if the employee is appearing on behalf of the Agency.

ARTICLE 32

OTHER BENEFITS

32.01 The Agency shall continue to make the current dental plan (or its substantial equivalent) available to all eligible (20+ hours) employees in the bargaining unit.

32.02 The Agency shall continue to make term life and accidental death and dismemberment insurance available to all eligible (20+ hours) employees by a carrier(s) of the Agency's choosing.

32.03 All discounts and subsidies on supplies and services provided to employees in the past shall continue at the same level, to the extent made available to the Agency as in the past.

32.04 The Agency will continue to provide the same level of insurance coverage as it has in the past to protect employees for bodily injury or property damage to others, incurred in the course of Tapestry business, after the limits of employee's personal vehicular coverage has been exhausted. The Agency shall choose the carrier.

32.05 All employees are eligible to participate in the Agency's pension plan and 401(k) plan, as provided generally to Agency staff and as may be amended from time to time. The agency will offer a three percent (3%) match to the 401(k) plan.

32.06 The Agency will continue to maintain professional liability insurance for employees.

32.07 The Agency will continue to provide a one-time long-term employment bonus to employees, as follows:

At 5 years: 2 days vacation or 16 hours pay at current hourly rate
At 10 years: 1 week vacation or 1 week pay at current hourly rate
At 15 years: 1 week vacation or 1 week pay at current hourly rate
At 20 years: 1 week vacation or 1 week pay at current hourly rate
At 25 years: 1 week vacation or 1 week pay at current hourly rate
At 30 years: 1 week vacation or $3,000

This is a one-time bonus vacation week and does not get added to a person's vacation accrual and is lost if not used in the year following the anniversary date.

In addition, after an employee has worked twenty-five (25) years, they will receive an additional week of vacation for each subsequent year of employment. This benefit is a bonus and will not impact the employee's regular accrual of vacation time

In year thirty (30), the employee will accrue six (6) weeks vacation and again be offered either a one-time bonus of one (1) week's vacation (totaling seven (7) weeks vacation for that year), or three thousand dollars ($3,000). Again, this is a one (1) time bonus vacation week and does not get added to a person's vacation accrual, and is lost if not used in the year following the thirtieth (30th) anniversary date. Exceptions can be made by mutual agreement between the employee and the Agency.

In years 31, 32, 33, 34, the employee will accrue six (6) weeks vacation.

Employees who have worked less than twenty (20) hours per week during the majority of their tenure at the Agency will be eligible for one-half (0.5) of the above monetary bonuses.

32.08 Employees who participate in the Agency's health, dental and / or vision insurance plan(s) may have their insurance premium(s) deducted from their payroll before state, federal and social security taxes are paid in accordance with Section 125 of the Internal Revenue Service Code. The following flexible spending accounts will be offered to employees, providing them with the Opportunity to pay for qualified medical and dependent care expenses on a pre-tax basis as outlined in 32.08:

a) Dependent Care Spending Account – Available to all employees who work twenty (20) or more hours per week.

b) Health Care Spending Account – Available to all employees who work twenty (20) or more hours per week.

32.09 The provisions of the Small Necessities Leave Act shall be incorporated into this Agreement, as may be amended from time to time.

32.10 At either party's request, the parties shall meet to discuss researching and / or implementing other benefit options.

32.11 Reimbursement applies to all authorized travel between work locations. Travel from an employee's home to their primary work site is not eligible for reimbursement. However, travel between work locations on the same day is reimbursed at the IRS mileage rate. Additionally, travel between a temporary work location and the employees' permanent work site on the same day is eligible for reimbursement. Travel from the last work site back to the employee's home is not eligible unless it follows travel to a temporary work site

32.12 Employer agrees to pay for clinician licenses listed below:

- MCSR (MA Controlled Substance Registration), yearly fee
- Advanced Practice Nursing Professional License (i.e., NP, CNM, DEA, PA, RN) every two (2) years
- Affiliation to Professional Organizations (i.e., American Midwifery Board, Family Nurse Practitioner Association), yearly

32.13 Full-time and part-time employees regularly scheduled to work sixteen (16) or more hours per week in clinical positions requiring state and/or federal licensure or certification shall be eligible for a Continuing Medical Education (CME) benefit following ninety (90) days of employment.

Eligible employees shall be reimbursed up to two thousand dollars ($2,000) per fiscal year for CME-related expenses to support maintenance of licensure and certification related to their hired position.

Covered expenses may include, but are not limited to, registration or enrollment fees, conferences, webinars, seminars, online educational programs, travel, lodging, and other approved continuing education activities.

In addition, eligible employees shall receive paid CME leave separate from vacation, sick leave, personal leave, and other Paid Time Off (PTO) benefits. Full-time employees shall receive up to forty (40) hours of paid CME leave per fiscal year. Part-time employees shall receive a prorated amount based on their regularly scheduled weekly FTE. For example if contracted to work twenty-four (24) hours weekly then they shall receive up to twenty-four (24) hours of CME time off.

Requests for CME funding and CME leave shall be submitted and approved in prior to participation in the CME activity in accordance with Agency policy. The Agency shall make reasonable efforts to accommodate participation in CME activities, and approval shall not be unreasonably withheld.

Unused CME funds and CME leave shall not carry over from one fiscal year to the next.

ARTICLE 33

WAGES

33.01 Effective 7/5/2026: All non-Clinician start rates and wages shall be increased by two dollars ($2.00)/hour.

7/5/2026

Program Assistant	$25.25
Nutrition Assistant	$25.25
Breastfeeding Peer Counselor I	$25.25
Office Manager (HS)	$25.25
Prevention & Education Specialist	$25.25
Health Services Counselor	$25.25
Harm Reduction Counselor	$25.25
Outreach Worker	$25.25
Breastfeeding Peer Counselor II	$25.50
WIC Family Support Coordinator	$25.25
WIC Community Coordinator	$29.52
Recovery Case Manager	$25.25
Case Manager	$25.25
Reproductive and Sexual health Outreach Coordinator	$29.52
Mobile Health Engagement Coordinator	$29.52
Post Overdose Engagement Coordinator	$29.52
Nutritionist	$30.04
Trauma Specialist	$34.64
RN	$49.25

33.02 Clinicians: Based on years of relevant experience in SRH/OB/GYN Care (see Appendix A), the minimum

	0–5 yrs	5–15 yrs	15–25 yrs	25+ yrs
Clinician	$63.00	$65.00	$67.50	$69.00
Lead Clinician	$75.60	$78.00	$81.00	$82.80
Per Diem Clinician	$66.00	--	--	--

32.03 Bilingual Differential: When a bilingual position is determined by management to be necessary for client service at a particular site, an employee who passes a predetermined verbal proficiency test in a language other than English will be paid two dollars ($2.00) per hour for verbal proficiency. Current employees who were hired for a bilingual position and already took a verbal proficiency test will not be required to retest, if verified by the manager. Prospectively, the need for oral proficiency will be determined separately and clearly noted on the job posting.

FOR SEIU LOCAL 509:

President/CEO

Tyrone Housey
Internal Organizer

10/08/2026
Date

FOR TAPESTRY HEALTH:

Damaris Jones
President/CEO

10.8.26
Date

APPENDIX A

Memorandum of Agreement

1. Members of the Union negotiation team shall be released on advance notice for negotiations when practicable.
2. With respect to the every-other-month labor-management meetings (Section 5.04), the Agency will pay up to two (2) employees for two (2) hours each to cover travel and meeting time.

POLICY CLARIFICATIONS

1. Reference Release Policy:
It will be the policy of Tapestry Health to only verify employment dates to other prospective employers. Tapestry will refrain from giving references, both written and verbal, for employers.

2. Clinician Wage Tier Structure Based on Relevant Experience in SRH/OB/GYN Care (Article 33.02)

Definitions & Implementation Guidelines
Relevant experience is defined as clinical work in paid, licensed positions focused on SRH/OB/GYN care.

A **new graduate** is considered to have zero years of relevant experience for the purposes of tier placement.

Experience at Tapestry in the clinician's current provider role is included in the total years counted.

Tier placement is determined upon hire or reclassification, based on verifiable employment history and licensure status.

Clinicians may **request a tier review** by submitting supporting documentation to Human Resources.

A **retroactive review** of current provider wages should be conducted to ensure alignment with the new tier structure, with adjustments made as needed.

3. The parties agree that the recently negotiated language in the 2025/6 CBA in Article 19.08 is intended to modify the pre-existing language in Article 1.05.

4. The parties agree to review the duties and responsibilities of the WIC Family Support Coordinator position. If, upon joint review, the position is determined to be more closely aligned with the Outreach Coordinator classification than with the Program or Nutrition Assistant classifications, the parties will discuss appropriate compensation. This agreement does not imply automatic reclassification or retroactive pay.

MEMORANDUM OF UNDERSTANDING

RE: Administrative Time for Clinicians:

The following understanding is entered between SEIU Local 509 and Tapestry, Inc. (collectively “the parties”) and is hereby made part of the collective bargaining agreement dated June 24, 2026:

The parties agree to continue the current practice of providing Clinicians designated administrative time to complete documentation, care coordination, and other non-patient responsibilities.

The position includes one (1) hour of designated administrative time per clinic day, regardless of patient volume. Clinicians are responsible for scheduling their administrative time and using it effectively. Administrative time may occur before, during or after patient sessions and will vary based on clinic workflow and operational needs. Use of administrative time must support timely documentation and patient care and remains subject to operational requirements and supervisory oversight.

The parties agree to work in good faith to resolve any issues.

This Memorandum of Understanding will sunset with the expiration of the collective agreement.

SEIU LOCAL 509
UNITE. FIGHT. WIN.

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Notes

Your Union: SEIU Local 509!

At Tapestry, we are fortunate to have a Union. Having a Union means that workers and management negotiate as equals on all changes that affect wages, hours, benefits, or working conditions.

This union contract was negotiated with management by an elected committee of the Tapestry members; it is worth your time to get to know your contract!

SEIU Local 509 represents more than 20,000 human service workers and educators throughout Massachusetts. We provide a variety of social services to elders, at-risk children and people with mental illnesses or developmental disabilities — as well as educational services in both public and private sector settings. From mental health clinicians and social workers to early childhood educators and university lecturers, Local 509 members are united in our mission to raise living standards working families while improving the quality and affordability of the services we provide.

Congratulations on being part of one of the state's most progressive and democratic Unions!

Service Employees International Union

SEIU Local 509 is part of the 2.1-million-member Service Employees International Union, the fastest-growing labor union in the United States. Focused on uniting workers in four sectors — public services, long term care, property services, and hospital systems — SEIU is the nation's largest health care union, the largest property services union, and the second-largest public employee union.

