

Dear UAW Local 2322 Member.

Here is your Union Contract, which sets forth your hours, wages, benefits and other working conditions. This contract is *legally binding* and is enforced through the grievance procedure included in this contract.

The benefits in this contract are the result of your hard work and dedication and came after many months of negotiating with your employer. These benefits are yours and your employer does not have the right to take them away. When the employer violates the contract, your rights and the rights of your co-workers are undermined. Don't be shy about standing up for your rights. This is a union and you are not alone.

Keep this contract so that you may refer to it when the need arises. If you lose your copy, we can provide you with another. When you have a problem or question, the union is as close as the phone. Call your union steward or the UAW Local 2322 office.

Finally, I would like to end with an important right you have as a unionized employee. If you are being told to attend a meeting with a supervisor and you have a reasonable belief that discipline or other adverse consequences may result from what you say in the meeting, you have the right to request union representation. This right is guaranteed by the "Weingarten" Supreme Court decision which ensures that you have the right to have a union representative at any investigatory or grievance meeting. Here is what to say:

"If this discussion could in any way lead to my being disciplined in any manner, up to and including my being suspended or terminated, and becoming part of my personnel record, I respectfully request that my union steward or union representative be present to assist and represent me at the meeting. Without representation present, I choose not to participate in this discussion."

I hope that you will become involved in your union. The union is only as strong as the membership, so we ask you to lend us your muscle by taking the time to get involved. You could be a steward, serve on Joint Council or other committee meetings, organize more workers into our union or be involved in many other activities. Come by the union office or give us a call. We want you to get involved.

In solidarity,

*Jocelyn Silverlight*

President, UAW Local 2322

When a question or problem arises, talk to your union steward. (A steward is an elected representative who helps employees with problems in the workplace.) If you do not know your union steward or if you need additional help, call the union office:

**UAW Local 2322**  
**4 Open Square Way, #406**  
**Holyoke, MA 01040**  
**800-682-0269 or 413-534-7600**

*Protect these hard won benefits and rights. Read your contract.  
Know your rights. Know your benefits.*

# TABLE OF CONTENTS

Article	Page No.
<b><u>I. UNION ORGANIZATION</u></b>	
Article 1 Union Recognition .....	3
Article 2 Agency Service Fee .....	4
Article 3 Part-Time, Temporary, and Relief Employees .....	4
Article 4 Dues Check- Off .....	6
Article 5 Open Door CEO .....	7
Article 6 Visitation .....	7
Article 7 Bulletin Boards .....	7
Article 8 General Union Meetings .....	8
Article 9 Meeting Time .....	8
Using Agency Facilities	
Article 10 Shop Steward .....	8
Paid Time for Grievance and Arbitration	
Article 11 Labor-Management Committee .....	9
Article 12 Budget Monitor .....	10
Article 13 Investigations .....	10
<b><u>II. TERMS OF EMPLOYMENT</u></b>	
Article 14 Hours of Work .....	11
Schedules	
Article 15 Wages .....	12
Working Relief Hours During Vacation/Holiday Time	
Article 16 Pay Period .....	14
Article 17 Orientation .....	14
Informational Meeting with New Hires	
Article 18 Probationary Period .....	15
Article 19 Professional Growth and Development .....	16
Article 20 Job Descriptions .....	16
Article 21 Evaluations .....	17
Side Letter on Supervision Notes .....	18
Article 22 Personnel Files .....	18
Article 23 Staff:Client Ratios .....	18
Article 24 Emergency and On-Call Coverage .....	19
Article 25 Non-Discrimination/Sexual Harassment .....	19
Article 26 Personal Work .....	20
Article 27 Seniority/Lay-Off/Recall/Rehiring .....	20

**Article 28** Leaves ..... 22  
    Sick  
    Bereavement/Family Crisis  
    Parenting/Disability Leave  
    Unpaid Leave of Absence/Sabbatical  
**Article 29** Hiring, Transfers, and Promotions ..... 25  
**Article 30** Discipline and Discharge ..... 26  
**Article 31** Union Representation ..... 26  
**Article 32** Grievance and Arbitration Procedure ..... 27

**III. BENEFITS**

**Article 33** Insurance ..... 29  
    Health  
    Dental  
    Life  
    Disability  
**Article 34** Personal Leave ..... 31  
**Article 35** Vacation ..... 32  
**Article 36** Holidays ..... 35  
**Article 37** Pyramiding ..... 36  
**Article 38** Weather Days ..... 36  
**Article 39** Jury Duty ..... 37  
**Article 40** Travel Reimbursement Time ..... 37  
**Article 41** Child Care (Pre-Tax Dependent Care Expenses) ..... 38  
**Article 42** Tax-Sheltered Retirement Plan ..... 38

**IV. DISCLOSURE OF RIGHTS**

**Article 43** Health and Safety ..... 39  
**Article 44** Human Rights ..... 39  
**Article 45** Meals ..... 40  
**Article 46** Respect and Dignity ..... 40  
**Article 47** No Strike ..... 40  
**Article 48** Management Rights ..... 41  
**Article 49** Scope of Agreement ..... 41  
**Article 50** Validity Clause ..... 42  
**Article 51** Duration ..... 42  
**Side Letter on Senior Counselors** ..... 43  
**Side Letter #1** ..... 43  
**Side Letter #2** ..... 43

## **ARTICLE 1 UNION RECOGNITION**

ServiceNet, Inc., hereinafter referred to as the Agency or Employer, recognizes Local 2322 United Auto Workers, hereinafter referred to as the Union, as the sole and exclusive bargaining agent for regular full-time and regular part-time employees in the job titles listed below who meet the eligibility criteria (see Article 3).

The unit consists of employees with the following job titles:

- ❖ Mental Health Recovery Counselor
- ❖ Senior Mental Health Recovery Counselor
- ❖ Peer Specialist
- ❖ Mental Health Recovery Advocate
- ❖ MHRS Driver/Dispatcher
- ❖ DBIS Residential Counselor
- ❖ Senior DBIS Residential Counselor
- ❖ DBIS Asleep Overnight Counselor
- ❖ DBIS Outreach Counselor
- ❖ Shelter Residential Counselor
- ❖ Senior Shelter Residential Counselor
- ❖ Shelter Case Advocate
- ❖ Respite Counselor
- ❖ Senior Respite Counselor
- ❖ Overnight Triage Counselor

The terms “employee” and “employees” as used hereafter in this Agreement refer to only such persons who are within the bargaining unit, as defined above, except as may be specifically mentioned, who work a regular schedule of more than 5 hours per week.

In the event of an increase in the number of employees performing work for the Agency due to the expansion of services, award of new contracts, or another reason, any new employees hired by the Agency to do work comparable to that of employees covered by this Agreement who are not represented by another union shall also be covered by this Agreement. However, notwithstanding the preceding sentence, any new employees hired by the Agency to work in Agency sites in Berkshire County or in Belchertown who are represented by another Union will not be covered by this Agreement.

In addition, this recognition Statement is to include any other direct care employee group at the Agency not represented by another union that presents a card majority and expresses a desire to join this bargaining unit. Majority status can be verified at the employer's request by submitting signed authorization cards to a mutually agreed upon person.

Any issues regarding unit clarification or questions of proper accretion, including but not limited to a claim by another union that it represents or should represent a group of employees, will be resolved by the National Labor Relations Board if the Parties do not reach agreement through negotiation.

## **ARTICLE 2**

### **AGENCY SERVICE FEE**

Any employee hired after January 1, 1996 shall, commencing thirty (30) days after his or her employment, become a Union member or pay an agency fee to the Union for collective bargaining and contract administration services only rendered by the Union as the exclusive representative of the employees covered by this agreement.

## **ARTICLE 3**

### **PART-TIME, TEMPORARY, AND RELIEF EMPLOYEES**

Part-time Employees: All part-time bargaining unit employees shall have pro-rated benefits to reflect number of hours worked per week. All bargaining unit employees who work at least 20 hours per week are entitled to health insurance coverage. Those working under 20 hours per week are excluded from health coverage. Relief hours and sporadic additional hours will not be considered in determining benefits for part-time employees.

Temporary Employees: A temporary employee is defined as a person who is not a permanent employee and is hired:

- for a specific period of time to replace someone who is on a leave of absence, or
- to fill a temporary vacancy of between thirty (30) and ninety (90) days, or
- to complete a special job assignment which is of a temporary nature.

A temporary employee who is filling the position of a regular employee who is on a leave of absence shall be terminated upon the regular employee's

return from leave. When a regular employee does not return from a leave of absence, a temporary employee who has filled that position for at least six months shall be offered the position provided that no bargaining unit members applies for and is hired into the position. When a temporary employee becomes a regular employee in this way, the employee's Initial Employment Period shall be ninety (90) days from the date of hire into the regular position. Temporary employees shall receive the same pay and benefits as a regular employee, pro-rated by the number of hours worked per week.

Except for the provisions of this Article, temporary employees are not covered by this Agreement.

Relief Employees: A relief employee is defined as a person who is not a permanent employee and is hired:

- to fill existing employees' shifts during short and/or unscheduled absences (including but not limited to staff vacations, illness, or training), or
- to provide additional short-term staffing due to operational need, such as client emergencies, or
- to fill vacancies of less than thirty (30) days, or
- to fill a position which would otherwise be temporary if the Agency has been unable to fill the position with a temporary employee.

The Parties acknowledge that the length of a vacancy is not always known in advance. Except as indicated above, relief employees will not be used to cover the same shift or shifts consistently each week if the Agency anticipates that the need for such coverage will continue for more than thirty (30) days. If a relief employee does cover the same shift for more than thirty (30) days, and it is anticipated that the vacancy will continue for at least thirty (30) days more, then that employee shall become a temporary employee at the end of the initial thirty- (30-) day period. However, if that position becomes a regular position, the relief employee shall be offered the position provided that no bargaining unit members applies for and is hired into the position.

Except for the provisions of this Article, relief employees are not covered by this Agreement.

## **ARTICLE 4**

### **DUES CHECK-OFF**

The Agency agrees to deduct from earned wages Union initiation fees, dues, and/or assessments fixed in accordance with the constitution of the Union of those employees who give their written authorization to the Agency to make such deductions.

The Agency will provide the Union with the following two monthly reports:

#### Dues Report

- Employee name
- Hours worked
- Rate of Pay
- Wages subject to dues/agency fee
- Initiation fee paid
- Dues submitted

#### Membership Report

- Names of employees eligible for union membership
- Mailing Address
- Phone Number
- Primary Work Site
- Date of Hire
- Job Title
- Status (e.g., Leave of Absence, FMLA, Workers Comp, etc.)

The Agency agrees that during a new employee's initial orientation with the Human Resources Department, the Agency will normally provide the new employee with a copy of the Collective Bargaining Agreement and the union membership card authorizing payroll deduction of the union initiation fee and union dues or the union's agency service fee. The provisions of this paragraph shall not be subject to the grievance and arbitration proceedings stated herein.

The Union agrees to and does hereby indemnify, defend, and hold harmless the Agency from and against any and all claims, demands, liabilities, suits, or any other form of action arising from or relating to any action taken by the Agency in reliance upon information furnished by the Union to the Agency for the purpose of complying with any of the provisions of this Article.

Voluntary Community Action Program (V-CAP)

An employee may voluntarily consent in writing to the authorization of deductions to the UAW V-Cap fund. The Agency agrees to deduct from the pay of each employee voluntary contributions to UAW V-Cap, provided that each such employee executes or has executed an "Authorization for Assignment and Check off of Contributions to UAW V-Cap" form. The employee will not have such deductions taken out upon: a) receipt of a written revocation signed by the employee; (b) when the employee is on an unpaid leave of absence; or (c) the employee has terminated employment or left the bargaining unit. The Agency agrees to remit such deductions no later than the end of the next calendar month to UAW V-Cap. A list of all employees and the corresponding deductions shall be forwarded along with the deductions.

**ARTICLE 5  
OPEN DOOR CEO**

ServiceNet's CEO commits to maintaining an open door policy for receiving complaints from Union members regarding any management activity that the Union feels is interfering with legitimate Union organizing activity. The CEO or his/her designee will investigate all complaints and take such action as she/he deems necessary. This Article shall not be subject to the arbitration provisions of this contract.

**ARTICLE 6  
VISITATION**

Employees have the right to meet with a Shop Steward or Union Representative with the prior approval of the employee's and the Shop Steward's Program Director or his/her designee as to the time and place of meetings. Approval for such visits may not be denied for discriminatory, capricious, or arbitrary reasons.

**ARTICLE 7  
BULLETIN BOARDS**

The Agency shall provide a bulletin board for official Union notices in an accessible space at the staff office of each program and at the main office.



**ARTICLE 8**  
**GENERAL UNION MEETINGS**

Each Union member will be given time off without pay up to a maximum of eight hours per year, limited to a maximum of three times per year, for general Union meetings. This time off must be requested in writing at least five days in advance of the date the leave is requested, and shall be subject to the approval of the employee's Program Director. This time off will not be denied for arbitrary, capricious, or discriminatory reasons.

**ARTICLE 9**  
**MEETING TIME**

The Agency will provide facilities for each program's bargaining unit members to have a 15-minute Union meeting twice a month (on unpaid time). The Union meetings may be held only with prior approval of the Program's Director or his/her designee. Approval for such meetings may not be denied for discriminatory, capricious, or arbitrary reasons. The Agency may refuse the meeting or terminate the Union meeting if it determines the meeting would be, or is, interfering with client or operational needs. If a meeting is refused or terminated, the Agency will provide the Union with the reason in writing within one week.

**ARTICLE 10**  
**SHOP STEWARD**

The Employer shall recognize one steward for each worksite, designated by the Union. Stewards may also act in an Agency-wide capacity. Each steward shall have an alternate, and each program shall have a steward or an alternate representing it. For grievance and arbitration purposes only, the Union Steward may be allowed up to four paid days of release time each year with the permission of his/her Program Director, subject to operational needs as determined by the Employer. The time off request procedures normally used shall be used when requesting such time. Documentation of the legitimate use of such days shall be provided upon request of the Program Director.

## **ARTICLE 11**

### **LABOR-MANAGEMENT COMMITTEE**

The Agency and the Union agree to establish a Labor-Management Committee consisting of not more than ten (10) Bargaining Unit members, a representative of the Union, and not more than six (6) members of Management.

The Bargaining Unit members shall include no more than five (5) employees of the Mental Health Recovery Services Division, no more than four (4) employees of the Developmental and Brain Injury Services Division, and no more than two (2) employees of the Sheltering Division. Programs with less than 12.00 FTEs shall not have more than one (1) employee as a member of the Committee. Programs with 12.00 or more FTEs may have up to two employees as members of the Committee; however, when two members are from the same program only one of the two may attend the same Labor-Management Committee meeting on paid release time as described in the last paragraph of this Article. The Management members shall include the Division Directors of the three divisions named above or their designees, and the Agency CEO or his/her designees.

If an additional covered Division is added to the Agency, the two sides will restructure the Committee.

The Committee will be co-chaired by one of the Bargaining Unit members and one of the Management members. Non-members may attend meetings only as long as operational needs are met.

The Committee will meet for the purpose of discussing matters of mutual interest and concern. The two co-chairs will develop an agenda for each meeting which will normally be held once per month for up to two hours per meeting. If neither party has provided the other party with a proposed agenda no later than one (1) week prior to the date of any scheduled meeting, the parties may agree to cancel that meeting. During the period of bargaining on a successor to this agreement, the Labor-Management Meeting will be a separate meeting, held before or after negotiations or at a separate time. Each side may bring different representatives to the Labor-Management Meeting than to the negotiation session.

Committee members or their designees or alternates scheduled to work during Committee meetings will, subject to operational need, be released to attend the meeting. Release time will not be denied in an arbitrary or

capricious manner. Time spent in meetings of the Committee by the designated members of the Committee shall count as time worked to a maximum of three hours per month per attending employee (two hours of meeting time and up to one hour of round-trip travel time – less for employees of programs nearer the meeting site).

**ARTICLE 12**  
**BUDGET MONITOR**

Copies of funding source contracts may be reviewed by any Union member by arranging an appointment with the Vice President for Administration and Finance of ServiceNet or his/her designee. The Agency shall notify the Union in writing of any new contracts the Agency is awarded that concern the Mental Health Recovery Services Division, the Developmental and Brain Injury Services Division, the Sheltering Division, or any other Division covered by this Bargaining Unit.

Up to one employee per program may be appointed, by the Union, as the Budget Monitor for the employee's program. Twice each year, the Agency will provide a training session for interested Budget Monitors. The Agency will make available to each Budget Monitor the annual budget for the Budget Monitor's program. In addition, the Agency will make available to each Budget Monitor a copy of the monthly budget/expenditure report for the Budget Monitor's program. The Budget Monitor may submit written recommendations to the Program Director for that program's budget and expenditures. These recommendations may be taken into consideration by the Program Director for future planning. Collectively, the Budget Monitors may meet with Division Directors once per fiscal year to clarify information and make recommendations before the budget is finalized.

**ARTICLE 13**  
**INVESTIGATIONS**

When an employee is accused of wrongdoing and the Agency is instructed to place or determines that the accused employee shall be placed on administrative leave pending the outcome of an investigation, the accused employee placed on administrative leave may use his or her accrued leave time as follows:

1. Holidays that have been earned and accrued but unused, as specified in the collective bargaining agreement. Holidays falling within the administrative leave period shall not be paid.

2. Vacation leave that has been credited and accrued but unused. Vacation leave will not be credited or accrued during the administrative leave.
3. Personal days that have been credited and accrued but unused. Personal days will not be credited or accrued during the administrative leave.

If the accused employee is deemed innocent by the Agency and back-pay is awarded, the Agency will re-credit the employee the accrued leave time that he or she used while on administrative leave. If the accused employee is terminated as a result of the investigation, no time will be reinstated.

## **ARTICLE 14 HOURS OF WORK**

A full-time employee normally works 40 hours per week on a regular basis, in accordance with his/her job assignment. Full-time employees normally work at least four days per week. No person may work more than one double shift (where both shifts are awake shifts) per week. No employee may be required to work consecutive awake shifts totaling more than 16 hours. Employees are scheduled for a minimum of two consecutive days off.

In recognition of the difficult schedules and at times stressed conditions of the work, employees will collectively have input into the determination of schedules.

Where the Agency determines there is a legitimate operational need, the Agency may schedule shift overlaps of up to 15 minutes.

The employer reserves the right to change an employee's work schedule based upon operational needs with normally four (4) weeks notice to the employee, from the time his/her new schedule is set, unless a shorter time period is mutually agreed upon. When schedule changes are made, normally, the revised schedules will be posted and individuals can apply for same. Normally, individuals will be allowed their choice of shifts, by seniority. Normally, individuals will be allowed their choice of schedules, by seniority. Where operational needs allow, individuals will be given their choice of shifts, by seniority. The provisions of this article are not intended to apply to immediate and needed changes that may occur on an intermittent, operational need basis.

Staff who have been trained in other comparable sites may be temporarily

reassigned, transferred or instructed to cover at those locations when the Agency determines that there is not sufficient work to be performed at the regular work site. Employees who are informed of the intended work temporary reassignment may choose to use vacation or personal leave, or to take an unpaid day off.

Only in emergency situations (which include inclement weather and client emergencies) will employees be required to work beyond their normal scheduled hours. However, as some of the positions that are covered by this Agreement are situated in residential programs that are never closed and require continuous staff coverage, employees will remain on duty until they are relieved. When an employee's scheduled relief coverage is delayed or will not arrive at all (e.g., due to an unexpected emergency), and if the employee wishes to be relieved, the Agency will work to provide substitute coverage as soon as possible. When a manager is aware that an employee may be needed to remain on duty beyond the employee's normal departure time, the manager shall provide the affected employee with as much notice as possible.

When the Agency determines that additional work hours are needed in a program, it is the Agency's intent that such hours be rotated among program staff. When such a determination is made, it is at the Agency's clinical and operational discretion as to which staff will be offered those additional hours. It is the Agency's intent, however, to offer additional hours to part-time staff prior to offering those hours to full-time staff as overtime hours. Decisions as to which staff will receive additional hours shall not be made arbitrarily or capriciously.

## **ARTICLE 15**

### **WAGES**

1. During the fiscal year ending June 30, 2014, each staff member will receive a \$0.26 per hour increase as of the first pay period beginning on or after the staff member's anniversary date.
2. The entry rate for all positions shall increase by \$0.10 per hour over current rates as of the first pay period beginning on or after July 1, 2014 and on or after July 1, 2016. At each of those times, any staff hired during the prior fiscal year who have not reached their first anniversary will also receive a \$0.10 per hour increase.

3. The following increases shall also occur:
  - During the fiscal year ending June 30, 2015, each staff member will receive a \$0.26 per hour increase as of the first pay period beginning on or after the staff member's anniversary date during that fiscal year.
  - During the fiscal year ending June 30, 2016, each staff member will receive a \$0.33 per hour increase as of the first pay period beginning on or after the staff member's anniversary date during that fiscal year.
  - During the fiscal year ending June 30, 2017, each staff member will receive a \$0.40 per hour increase as of the first pay period beginning on or after the staff member's anniversary date during that fiscal year
  - Notwithstanding the above, during the fiscal years ending June 30, 2015 and June 30, 2017, staff who received the \$0.10 per hour increase described in the preceding paragraph will instead receive anniversary increases of \$0.16 per hour and \$0.30 per hour, respectively.
4. Any funds received from the Commonwealth of Massachusetts during the fiscal years covered by this agreement expressly for the purpose of salary enhancement (commonly called "Salary Reserve") will be in addition to the above stated anniversary increase. In addition, the agency will provide the same salary enhancements to Bargaining Unit positions not covered by Salary Reserve.
5. The above states anniversary increases are for fiscal years expressly stated and any increases beginning on or after July 1, 2017 must be separately negotiated and agreed upon. After June 30, 2017 anniversary increases shall not continue, will not be implemented, and shall not be subject to the Evergreen Clause.
6. Staff hired after October 15, 2007 may receive an educational differential of 2.0% or 4.0% as follows. New hires with a Bachelor's degree, Massachusetts M.R. Certification, or with the equivalent, in the sole discretion of the Agency, may be hired at a rate equal to 2.0% more than the starting rate. New hires with a Master's degree or with the equivalent of one, in the sole discretion of the Agency, may be hired at a rate equal to 4.0% more than the starting rate. At the time of hire of an employee at one of these educational differential rates, if any other

employee with the same job title has the same qualifications, in the sole discretion of the Agency, and is earning less than the educational differential amount granted to the new employee. The determinations of the Agency will not be made arbitrarily or capriciously. The Union will be notified whenever the Agency grants an educational differential.

7. Staff may elect, based on operational needs and with the supervisor's permission, to work one or more shifts during any of his/her paid vacation, personal, or holiday time. In addition to being paid his/her regular salary for the shift(s), and employee who elects this option will be paid a bonus equal to the amount that a relief staff would have earned for working the same hours, not to exceed 40 hours in a week.

## **ARTICLE 16 PAY PERIOD**

All bargaining unit members shall be paid bi-weekly, in a timely manner.

## **ARTICLE 17 ORIENTATION**

After regular full or part-time direct care staff are hired, they shall, within a week of hire:

1. Attend an orientation meeting with their supervisor, which will include:
  - a. Program philosophy
  - b. Program goals
  - c. Program methodology, including health and safety issues
  - d. Overview of day to day procedures/routines in the program
  - e. Brief presentation on the individual clients in the program, including intervention strategies
  - f. Universal precautions and bloodborne pathogen orientation and text.
2. The supervisor will schedule weekly meetings with new employees during their probation period.
3. Review all program manuals and agree to be subject to procedures set forth therein for the term of their employment.
4. Attend an Agency orientation meeting with the Agency's Director of Personnel.

If the Agency holds group orientations for new employees, the Union will be

given fifteen (15) minutes during such meetings for the purpose of orienting new employees to the Union. The Union agrees that during this 15-minute meeting it shall not make derogatory, negative and/or disparaging comments about the Agency, its Management or its Board of Directors. The Human Resources Director or his/her designee shall be present at these meetings. The only written materials that may be distributed at the meeting shall be the current Collective Bargaining Agreement, Union Authorization cards, the names and contact information of Shop Stewards and Union Business Representatives, and other factual information relevant to the Collective Bargaining agreement and official Union activities. The Union agrees that if there is any violation of the terms of this paragraph, it shall no longer be permitted to attend the Agency's new employee orientation.

Within a month of hire, all direct care staff shall review the Agency manual and be subject to applicable procedures set forth therein for the term of their employment. Upon the completion of the required bloodborne pathogen training, employees will be offered Hepatitis B injections, paid for by the Agency.

The Agency will require all relief staff (who are not covered by this Agreement) to comply with items 1 and 2 above.

## **ARTICLE 18**

### **PROBATIONARY PERIOD**

The Probationary Period for new employees shall be six months. However, an employee within the Probationary Period may submit a request to his/her Program Director that the employee's Probationary Period be terminated after three months. This earlier change to permanent status may be granted at the discretion of the Program Director. If this request is refused, the employee shall have the opportunity to discuss the reasons for such refusal in a face to face meeting with his/her supervisor, and he/she shall have access to Step 1 of the grievance process.

Employees will acquire seniority, accrue vacation, and be given sick time beginning with their date of hire. Employees may use paid time off during their Probationary Period, including personal days and holidays. Each employee is scheduled to receive a written evaluation of his/her work at the end of the first three months, at the end of six months, and annually thereafter.



The employer shall have the right to discharge or terminate an employee within the Probationary Period at its discretion and such action shall not be subject to the grievance and arbitration proceedings stated herein.

## **ARTICLE 19**

### **PROFESSIONAL GROWTH AND DEVELOPMENT**

The Agency shall make a commitment to offer opportunities for continual professional growth and development.

The parties acknowledge that the Agency is providing training such as applied non-violence and crisis intervention training. The parties acknowledge that if the agency determines that it will no longer provide these trainings programs in-house, it will inform the Union of this change and if requested, it will meet with the Union and bargain the impact of any such change in training.

The Agency provides employees with on-line training on paid time using Agency computers. Normally, employees will be able to arrange with their supervisors to participate in the on-line trainings at a time when they will not be interrupted by other duties. However, at no time may client needs be ignored. If an employee is not receiving adequate opportunities to engage in training, the employees should speak to his/her supervisor.

Should a mandatory training result in an employee working over 40 hours in a week, the Agency will pay time and a half for those hours over 40.

It is in the mutual interest of the Agency and its employees that all required employee certifications be kept up to date. The Agency shall provide notice to each employee and will schedule training for each employee reasonably in advance of expiration of any required certification or training, such as Medication Administration, CPR and First Aid, so that the employee has sufficient time to attend the recertification training. Notwithstanding the above, it is each employee's responsibility to maintain all required certifications.

## **ARTICLE 20**

### **JOB DESCRIPTIONS**

All job descriptions will be objective, clear and reflect the basic responsibilities and duties of the position. All employees shall receive a

copy of their job description at the time of their hiring. Job descriptions are attached to this Agreement for reference purposes only and are not to be considered part of this contract. Job descriptions may be revised based on operational needs. When possible, the Agency shall request and consider oral and written input from direct care staff prior to making material revisions to job descriptions and responsibilities, the Agency shall notify the Union thirty (30) days notice and the opportunity to bargain the impact of such changes. When this thirty (30) day notice is not possible, the Agency will give the Union notice and the opportunity to bargain the impact as soon as possible.

New Positions: At least thirty (30) days prior to the creation of a new bargaining unit position, the Agency will provide the Union with a proposed job description. The parties will, at the request of either party, meet to bargain the impact of the new position.

The Agency will provide the Union with a copy of the job descriptions of all included positions in new programs within two (2) weeks of the program's start date.

**ARTICLE 21  
EVALUATIONS**

All employees will receive a written evaluation after the first three and six months of employment and annually thereafter. The employee will have the opportunity to review the evaluation in a meeting with his/her supervisor and to provide a written response to the evaluation. Any such response will be attached to and become a part of the evaluation.

Written supervision notes will be reviewed and signed by the supervisee, beginning by no later than four (4) months after ratification of this Agreement, based on procedures to be developed according to the Side Letter to this Agreement.

Evaluations recognize and reinforce positive performance as well as addressing corrective action for areas that need correction.

All supervisors and employees will use the same standard, written "Staff Evaluation" form, as determined by management. Each Program Director or Department Head may add an addendum to the standard evaluation form.

## **Side Letter on Supervision Notes:**

The two parties will utilize Labor-Management Committee meetings to discuss policies and procedures relating to the implementation of written supervision notes being reviewed and signed by the supervisee.

### **ARTICLE 22 PERSONNEL FILES**

Personnel files shall be maintained and kept confidential by the Agency. Whenever any material, including evaluations, are inserted or deleted into the personnel file or records of an employee, such employee shall be promptly notified in writing and given a copy of such material. The employee can see his/her file and request corrections or deletions of material that is inaccurate. Employees shall reserve the right to attach memos or letters of rebuttal to any material in their personnel files.

An employee's personnel file shall be accessible to the employee; to the administration; and with the written permission of the employee, to the Union.

### **ARTICLE 23 STAFF:CLIENT RATIOS**

Staffing shall be determined by client and operational needs. Normally, before changes in established staff:client ratios are made, input and recommendations from the affected staff will be considered. Staff concerns relative to staff:client ratios may be raised at any time. The Program Director or on-call supervisor is responsible for maintaining the staff to client ratios in the residential programs. Should a lower than anticipated staff to client ratio be unavoidable, the Program Director or on-call supervisor will reschedule the duties of the staff on shift identifying the critical client issues and essential services to be covered.

If a site consistently has difficulty maintaining adequate staff to client ratios, or a change regarding ratios is made causing staff to feel unsafe, staff and the Union will meet with the Program Director, Division Director and/or Human Resources Director to assess how to address the problem.

## **ARTICLE 24**

### **EMERGENCY AND ON-CALL COVERAGE**

Occasionally, increased staffing is required due to client emergencies. The on-call supervisor in charge shall determine when such situations occur on a shift. If it is determined that such a situation exists, the Agency will ensure adequate coverage.

Each program shall maintain a 24-hour emergency on-call system for the residence in the event of crisis.

Union employees' regular job descriptions shall not include on-call coverage.

Occasionally, in temporary emergency situations, a Union employee may be asked to provide emergency on-call coverage with limited decision-making responsibilities, in which case the employee will be compensated at the rate of \$20.00 per 24-hour period of on-call duty. Employees will be compensated at their hourly rate for actual time worked.

On-call specials are regular or relief employees who make themselves available to be called during a shift in the event of a client or staffing emergency. An employee who contracts with the Agency to provide this service will be paid \$20.00 per shift for being available. Employees will be compensated at their hourly rate for actual time worked.

## **ARTICLE 25**

### **NON-DISCRIMINATION/SEXUAL HARASSMENT**

The Agency shall not discriminate against any employee or applicant because of race, age, sex, political belief or affiliation, creed, color, national origin, Union activities, sexual orientation, religion, institutional background, family or parental status, or handicap not related to job requirements.

The Agency recognizes that no employee should be subject to sexual harassment, as defined by Massachusetts law. In this spirit, it agrees to post in all work areas a statement of its commitment to this principle. In the case of such harassment, an employee may pursue the grievance procedure for redress. The employer shall process expeditiously any grievances arising from the case. The Agency will take appropriate disciplinary action where warranted.

In case of a controversy or dispute relative to a question of discrimination,

employees can elect either a state or federal regulatory Agency forum or the grievance arbitration forum of the Agreement, but once a proceeding is started under one forum, all other forums are then closed. A forum election does not have to take place until an employee has reached the stage prior to arbitration in the grievance arbitration procedure of this collective bargaining Agreement.

## **ARTICLE 26 PERSONAL WORK**

No employee shall be required to perform personal services solely for the personal benefit of his/her supervisor or any other employee.

## **ARTICLE 27 SENIORITY/LAY-OFF/RECALL/REHIRING**

If job site is closing and/or an employee's position is being eliminated, the following options are available to the employee:

1. If there are no comparable open positions, any employee who is laid-off will have the option of being laid-off and collecting unemployment, with recall rights as described below.
2. The employee will also have the right to transfer into any open position, regardless of division. Management agrees to provide appropriate training for the open position, if necessary.
3. Comparable will be defined as:
  - (a) The same or higher pay
  - (b) The same or similar hours of work and work schedule/shift (see below)
  - (c) Same division
  - (d) Same or similar job duties and skills used
  - (e) Total mileage of the commute is not to be greater than 12 miles more than total current commute to current site.
4. For the purposes of this article, standard shifts will be defined as 7am-3pm, 3pm-11pm, 11pm-7am. Comparable shifts will be defined as within a two-hour span of the above starting or ending times, and within 90% of the employee's current shifts.
5. If there are no open positions deemed "comparable" mutually by the

employee and the employer, then the employee may elect to “bump” into the first position fitting the above definition of comparable held by the least senior employee in that Division. Seniority shall be defined as length of service in non-management agency positions from the employee’s original start date. Alternatively, the employee may elect to be laid-off and to collect unemployment, with recall rights as described in the contract, in lieu of bumping. In the event of a disagreement over what positions are comparable, the Director of Human Resources will make the final decision.

6. No employee should lose title, pay or seniority when accepting comparable open positions or bumping into comparable positions.
7. A bargaining unit employee who accepts an open position and/or bumps into a position, can choose to remain on the recall list on the basis of seniority, should their eliminated position become available.
8. Employees hired for the “seasonal” sites (e.g. the Interfaith Shelter) with the understanding that these are six or nine-month positions do not have any bumping options when the season ends.
9. If an employee moves from a permanent position into a seasonal position through the provisions of this Article, the employee shall retain bumping and recall rights from the permanent position.
10. If one division in the agency sustains significantly more budget cuts and employee lay-offs than the other divisions, the Union and Management will meet to discuss expanding the definition of comparable above to include access to all jobs in all divisions.

When positions are eliminated or reduced, the employees holding the lost positions will be given the option of transfer into any parallel open positions that exist in the Bargaining Unit, provided that they are qualified and meet the criteria of the open positions. Employees will be transferred in order of seniority. Employees for whom there are no current openings will be given consideration for any job openings that become available for a period of 18 months from the time of lay-off, provided that they are qualified for and meet the criteria for the open positions. Employees shall have the right to refuse the recall to a different geographic area and shall be maintained on the recall list for up to 18 months. Notice of all openings shall be sent by the Agency to the employee's last known address on the Agency's records and to the Union office for 18 months after lay-off date. The Agency shall provide

the Union with an up-to-date list of laid-off employees quarterly.

If an employee is laid off and then transferred or recalled into another position and the original position is restored, the employee shall be given the option of returning to the original position or remaining in the new. Employees and the Union shall receive one month's notice of lay-offs or shall be notified as soon as possible when the Agency is aware that such a situation is likely to occur. However, when the need for a lay-off is immediate and not caused by the Agency (e.g., loss of state funding with no notice or little notice) then notice of the lay-off to employees and the Union may be less than one month. The Agency will institute an agency-wide hiring freeze as soon as it is aware that lay-offs are necessary.

Employees who have been employed for a minimum of 12 months prior to lay-off and subsequently recalled shall be entitled to the same benefits and salary for which they were eligible when they were laid off. For purposes of lay-off and recall, they shall keep their original start date. For purposes of benefits, their start date will be adjusted by the amount of time they were on lay-off.

Employees who have been employed for a minimum of 12 months prior to voluntary termination and subsequently rehired within 18 months shall be entitled to the same benefits and salary for which they were eligible when they left the Agency, except that their rehire date will become their new hire date for the purposes of benefits, lay-off, and recalling.

Whenever the Agency begins to operate a program formerly operated by another organization, the Agency will use the length-of-service of staff within that organization to determine seniority order for vacation leave requests, holiday leave requests, and lay-offs within that program and only within that program. Staff date-of-hire with the Agency shall be used for all other seniority-related matters. Staff from these organizations will be paid the greater of the Agency's entry wage or the employee's current rate.

## **ARTICLE 28 LEAVES**

### **Sick Leave**

**Amount Credited:** On July 1 each year, each employee will be credited with 96 hours of sick leave, pro-rated by the employee's FTE. Notwithstanding the preceding statement, no employee may accrue more

than 720 hours of sick leave, pro-rated by the employee's FTE.

At time of hire, new employees will be credited with 96 hours of sick leave, pro-rated by both the employee's FTE and the amount of time remaining in the fiscal year. For example, a full-time employee hired on January 1 will be credited with 48 hours of sick leave; a half-time employee hired on January 1 will be credited with 24 hours of sick leave.

At termination of employment, there is no compensation for unused sick time.

**Use:** Sick leave may be used for an employee's illness, medical and/or dental appointments or for preventative health care measures at the discretion of the employee. Up to 40 sick leave hours per year may be used for illness, medical needs or preventative care of an employee's family members, including a significant other.

If a staff member has used all accumulated sick leave and needs to be out of work additional time because of illness, he/she may choose to use vacation time (if sufficient vacation time has been accrued) or to not be paid for the additional sick leave.

**Notice:** Employees utilizing sick leave must provide notice to the program director according to the following timetable:

- For a non-urgent, previously scheduled medical appointment, notice of at least 24-hours' must be provided
- Otherwise, except in an emergency, employees utilizing accrued sick time must provide notice of at least:
  - Two (2) hours for shifts beginning prior to 10:00 a.m.; and
  - Four (4) hours for all other shifts.

As providing shorter notice than that specified above may negatively impact the efficiency of the operations as well as the delivery of care to clients, failure to provide the specified notice may result in discipline.

**Abuse:** If the supervisor believes that sick leave is being abused, he/she may require a note from a health care provider. Requests for medical evidence will not be made arbitrarily or capriciously. Failure to comply with a directive to produce a note from a health care provider within five (5) working days will result in the denial of paid sick leave for the period of



absence and may result in discipline, provided that such discipline is supported by just cause.

### **Bereavement or Family Crisis**

An employee is entitled to five (5) days leave with pay due to the death of the employee's spouse, parent or child. An employee is entitled to three (3) days leave with pay due to the death of the employee's parent-in-law, sister, brother, sister/brother-in-law, grandchild, grandparents, grandparents-in-law, or comparable surrogate relation. Leave for the death of other individuals may be approved at the discretion of management. Employees may be granted additional days as leave without pay or vacation or sick or personal leave at the discretion of the Program Director.

Any employee who has six months of consecutive service will be eligible for an unpaid leave of up to twelve weeks if the request is due to the critical illness of an immediate family member or significant other. An employee may request up to twelve weeks leave in the event of a critical illness of another family member or close friend subject to the approval, based on operational needs, of the Program Director and his/her supervisor. Such approval shall not be denied for arbitrary, capricious, or discriminatory reasons. All benefits continue during leave time granted under this paragraph. Approval for additional leave time without benefits may be granted at the discretion of the CEO.

### **Parenting/Disability Leave**

Employees who must be out on Parenting or disability leave are, upon their return, entitled to the same benefits and salary for which they were eligible when they left, and they shall keep their original start date for purposes of benefits, lay-off, and recall.

An employee with six months consecutive service will be eligible for parenting leave. Requests for such leave must be submitted to the supervisor as soon as pregnancy or arrival date of an adopted child is confirmed. This leave may be taken for up to twelve (12) consecutive weeks without pay. Any accumulated sick leave or vacation time may be used before parenting leave is taken, during the parenting leave, or may be used to extend the parenting leave. Benefits continue during parenting leave. If the employee returns to work immediately after the end of parenting leave, which may include sick leave and/or vacation time, he/she will return to his/her former position, as long as the former position would have existed if the employee had not been on leave. Employees who would have been laid-off according

to the terms of this Agreement, had they not been on leave, are not exempted from lay-off due to their leave status.

### **Unpaid Leave of Absence/Sabbatical**

Employees who take a voluntary "sabbatical" leave shall, upon their return, be entitled to the same benefits and salary for which they were eligible when they left, and their original start date shall be adjusted by the amount of time of their leave for purposes of benefits, lay-off, and recall.

Any employee with one year of consecutive service is eligible for unpaid leave for any reason for up to one year, subject to the approval, based on operational needs, of the Program Director and CEO. Such approval shall not be denied based on arbitrary, discriminatory, or capricious reasons.

Once an employee takes a leave under this paragraph, he/she must work another year before becoming eligible for another unpaid leave.

Any request for unpaid leave must be submitted in writing two months prior to the requested start date. Approval will be granted or denied within two weeks of submission. If approval is granted, the unpaid leave will occur as scheduled, unless a change in schedule is mutually agreed upon by the employee and his/her supervisor.

Benefits are not continued during unpaid leave of absence/sabbatical. Employees will return to their job at their same salary scale as long as the former position would have existed if the employee had not been on leave. Employees who would have been laid-off according to the terms of this Agreement, had they not been on leave, are not exempted from lay-off due to their leave status.

## **ARTICLE 29**

### **HIRING, TRANSFERS, AND PROMOTIONS**

All new positions or vacancies which the Agency is seeking to fill shall be posted on the Agency's Intranet. A link to these postings shall be available within the electronic record system ("eHana"). In addition, a paper copy of the vacancy will be posted at the site where the vacancy exists. The Agency shall adhere to all Affirmative Action policies.

Positions will be posted internally and externally at the same time. Internal applicants will be given preference in filling positions provided that they

have the ability and qualifications to perform the duties and responsibilities of the position posted. When two or more internal candidates are determined by management to be equal in ability and qualifications, the position will be offered to the candidate with the greatest seniority. Any decision as to ability and qualifications will be made by management, whose decision will not be made in an arbitrary, capricious, or discriminatory way. Relief workers are considered internal candidates after three months of consecutive employment.

Normally, prior to the final hiring of new personnel, candidates will be interviewed by designated, interested, personnel from the site location involved.

Nothing in this Article relates to any applicants for a non-bargaining unit position.

When internal transfers are necessary, before resorting to involuntary transfers, management will solicit volunteers. Volunteers with the ability and qualifications to perform the duties and responsibilities of the available position will be transferred in order of seniority. Any decision as to ability and qualifications will be made by management, whose decision will not be made in an arbitrary, capricious or discriminatory way. Involuntary transfers will be made in order of inverse seniority (beginning with the least senior qualified employee.)

## **ARTICLE 30 DISCIPLINE AND DISCHARGE**

The Agency shall discipline and discharge for just cause. All written disciplinary notices placed in a bargaining unit member's file will also be delivered to the bargaining unit member. All disciplinary notices except verbal warnings will also be copied to the Union.

## **ARTICLE 31 UNION REPRESENTATION**

Employees are entitled to request Union Representation in any investigative interview the employee reasonably believes could lead to discipline of that employee. If denied Union representation by the Agency at an investigative interview, the employee may choose not to participate. The employee who is the subject of the investigation will be told the nature of the issue and the

date and time of the interview. Prior to the scheduled interview the employee who is the subject of the investigative interview may consult with his or her Union representative.

## **ARTICLE 32**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1**

The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties. A grievance shall be defined as any dispute arising between the employer and employees pertaining to any matter of wages, hours, and working conditions, or any dispute between the employer and employees involving interpretation or application of this Agreement.

The parties intend that most problems will be discussed and resolved between the employee, the steward, and the employee's immediate supervisor. Such informal settlements are encouraged. If a problem is not solved in this informal manner, the following procedure shall be used:

**Step 1:** Time limit – twenty-one (21) calendar days for any economic or disciplinary grievance matter and thirty (30) calendar days for any other matter.

Within the above specified time periods from knowledge of the aggrieved action or from when knowledge should have occurred relative to the aggrieved action, the grievance shall be set forth in writing to the employee's immediate supervisor.

Within no more than five (5) of the supervisor's working days after the receipt of the written grievance there shall be a meeting to discuss the grievance with the supervisor, employee, and the union steward or the union representative if the union steward is not available. The supervisor shall give his/her answer in writing within five (5) of his/her working days after the meeting. In programs where the immediate supervisor is someone other than the Program Director, Step 1 is repeated with the Program Director.

**Step 2:** If the grievance is not settled in Step 1, then the written grievance, the supervisor' response, and the reason for non-acceptance of the response shall be referred in writing within five (5) of the employee's working days for economic and disciplinary matters and ten (10) of his/her working days for other matters to the Division Director by the steward. No later than five

(5) of the Division Director's working days after the written grievance has been submitted to the Division Director, he/she or his/her designee shall meet to discuss the grievance with the employee and the union steward and union representative. The Division Director or his/her designee shall give a written answer to the grievance within five (5) of his/her working days after the meeting.

**Step 3:** If the grievance is not settled at Step 2, the written grievance, the written responses, and the written reasons for non-acceptance of the responses may, within five (5) of the employee's working days for economic and disciplinary matters and ten (10) of his/her working days for other matters be referred to the Chief Executive Officer or his/her designee. Within no more than five (5) of the CEO's or his/her designee's working days after the receipt of the written grievance, there shall be a meeting with the employee and the union steward and the union representative to discuss the grievance. The CEO or his/her designee shall give his/her answer in writing within five (5) of his/her working days after the meeting.

**Step 4:** If the grievance is not settled at Step 3, both parties may mutually agree to call in a mediator to resolve the disputed matter. A mandatory meeting shall take place between the parties no later than five (5) of the CEO's working days after the receipt of the CEO's answer (or his/her designee's). The purpose of the meeting shall be to determine if the two parties agree to call in a mediator and to agree on a mutually acceptable mediator. The mediator shall have no authority to bind the parties to any settlement or to add to, subtract from, modify, change, or alter any of the provisions of this Agreement. If either party does not agree to go to mediation, the grievance shall go to the next step.

**Step 5:** If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application, or claimed violation of any provision of this Agreement, then either party may, upon written demand given to the other party, within thirty (30) calendar days of employer's or Union's answer in the last step of the grievance procedure, submit said dispute or grievance to arbitration.

The award or decision of the arbitrator shall be final and binding on the parties. The fees of the arbitrator and the arbitration shall be equally divided by the parties. Each party will pay its own expenses relative to the costs of witnesses, subpoenas, representation, and any and all costs associated with the presentation of the matter by each party. The parties agree to use the Boston office of the American Arbitration Association.

The arbitrator shall have no authority to add to, subtract from, change, amend, modify, alter, or disregard any of the terms or provisions of this Agreement or authority or power to award back pay or any other settlement to be retroactive beyond the date on which the event forming the basis of the grievance occurred.

The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. If it is not possible to refer the grievance at any step within the appropriate time limits for any reason, the grievance may be referred to the next step. The failure by the employer or its representative at any time to give its written answer to the grievance within the applicable time limits shall be deemed to be a denial of the grievance and qualify it to be referred to the next step. If a grievance is not referred to the next step in the grievance procedure within the applicable time limit, it shall be considered as settled on the basis of the last answer given. All time limits in each step of this procedure may be extended or shortened by mutual Agreement by the parties, in writing.

## **ARTICLE 33 INSURANCE**

### **Health**

1. Under the terms of group plans as provided by the employer:
  - a. For an individual plan, the Agency will contribute 90% of the cost of the premium of the least expensive Individual plan offered. For employees who have previously received an 80% Agency contribution, this shall be effective as of the first pay period beginning on or after January 1, 2014.
  - b. For the Double plan, the Agency will contribute 70% of the cost of the premium of the least expensive Double plan offered.
  - c. For a Family plan, the Agency will contribute 70% of the cost of the premium of the least expensive Family plan offered.
2. The Agency will make these contributions for regular employees who work at least half-time and it will be pro-rated in accordance with the employee's full-time equivalent base hours. Eligibility for Health Insurance begins on the 1<sup>st</sup> of the month following 60 days of at least half time regular

employment.

3. A committee comprised of at least two (2) bargaining unit members, chosen by the Union, will meet with ServiceNet management, prior to any changes being made in the group health insurance plan, to discuss whether to keep the current group health insurance plan in lieu of the other options which may be available at that time. In addition, the Agency will bargain the impact resulting from the implementation by the Agency of any change made in carrier, benefits, premium, or out of pocket costs in the Agency's health insurance plan.

4. The health insurance plan or plans available to the bargaining unit will be the same plan or plans that are available to all non-union or management staff employed by the Agency.

### **Dental**

A dental plan is available to employees at their own expense (deducted bi-weekly from employee's pay). Once an employee enrolls, he/she must remain on the plan for a minimum of one year.

### **Life**

Life insurance, in the amount of one year's salary, is available to employees at the Agency's expense. Employees have the option to purchase up to five times their salary at their own expense (deducted bi-weekly from the employee's pay).

### **Disability**

**Short Term:** The Agency does not provide short term disability insurance to employees. Short term disability is defined as any illness or condition which does not meet the criteria established for eligibility for long term disability insurance coverage, including certification that the disability will last at least 90 days. (Also see Article 28: Leaves for further information.)

**Long Term:** The Agency provides long term disability insurance. Employees who become disabled, as defined by the disability policy provided by the employer, will be eligible for long term disability income benefits, to age 65, subject to the terms and conditions of the disability policy provided by the employer and under the following conditions:

- All accrued sick, vacation, and holiday time must be used before any disability pay may be claimed.

- After all accrued sick, vacation, and holiday time has been used, all salaried employees working 30 plus hours per week will receive 60 percent of the pre-disability salary for up to three months following the date of disability or until they become eligible for the group disability plan, whichever occurs sooner.
- After all accrued sick, vacation, and holiday time has been used, all full-time employees who are disabled for at least three months will be paid 60 percent of the employee's pre-disability salary through a group disability insurance policy. All full-time employees become eligible for the disability insurance coverage on the first day of the month following the date of their employment.
- Once all the LTD conditions have been met, the Agency will self-insure for up to three months. The employee will receive 60 percent of the pre-disability salary for up to three months. During this three month period, the Agency will continue to pay its portion of all health insurance benefits held at the time of disability, for all employees, without exception.

## **ARTICLE 34 PERSONAL LEAVE**

1. Sixteen (16) hours of personal leave, pro-rated by the employee's full-time equivalent base hours, will be credited to each employee on July 1. Unused personal leave hours expire on June 30.
2. Personal days may be taken as whole days, or they may be broken down and taken as hours, on as many different days as may be necessary.
3. Personal leave may be taken for any reason. Except in an emergency, employees shall provide as much notice as possible of their intent to utilize personal leave. The minimum amount of notice required, except in an emergency, is four (4) hours.

Personal leave cannot be used to miss more than three (3) consecutive staff meetings. Employees should use personal leave responsibly, taking into consideration the needs of the program.

4. Except in an emergency, personal leave cannot be used:



- a. Immediately preceding or following vacation leave, including immediately before or after days off that are contiguous to vacation leave unless 24 hours' notice has been provided to the employee's supervisor; or
- b. Immediately preceding or following holiday leave, including immediately before or after days off that are contiguous to holiday leave unless 24 hours' notice has been provided to the employee's supervisor.

Notwithstanding the above, personal leave cannot be used on a day where a previous request for time off has been denied due to operational need.

**ARTICLE 35  
VACATION**

1. On each July 1, vacation leave pro-rated according to each employee's full-time equivalent hours shall be credited to each employee as outlined below according to the employee's length-of-service as of that date.

**For employees hired on or after January 1, 2008:**

Length of Service on July 1	Vacation Days Credited per FTE	Vacation Hours Credited per FTE
Less than 1 year	10	80
1 year to less than 2½ years	15	120
2½ years to less than 4½ years	18	144
4½ years to less than 9½ years	20	160
9½ years or more	25	200

**For employees hired before January 1, 2008:  
Effective July 1, 2011:**

Length of Service on July 1	Vacation Days Credited per FTE	Vacation Hours Credited per FTE
3½ years to less than 4½ years	21	168
4½ years to less than 9½ years	24	192
9½ years or more	26	208

Any employee whose FTE changes during the year will have the number of credited vacation hours adjusted accordingly.

2. No vacation leave will be accrued or credited during the first six months of an employee's tenure as a regular, permanent employee of the Agency. Accordingly, employees may not take any vacation leave during that period and any employee who leaves the employment of ServiceNet during that period shall not receive any vacation leave pay upon termination.

As of the first pay period beginning on or after a new employee's six month anniversary date, the employee will be credited with 80 hours of vacation leave, pro-rated by both the employee's FTE and the amount of time between the employee's date of hire and the end of the fiscal year. At that point in time, 40 hours of vacation leave, pro-rated by the employee's FTE, will be considered accrued. For example, a full-time employee hired on October 1 will be credited with 60 hours of vacation leave on or about April 1, with 40 hours accrued and the remaining 20 hours not yet accrued. Similarly, a half-time employee hired on October 1 will be credited with 30 hours of vacation leave on or about April 1 with 20 of those hours accrued. Any employee whose FTE changes during the year will have the number of credited vacation hours adjusted accordingly.

The remaining sections of this Article apply to employees with at least six months service as a regular, permanent employee of the Agency.

3. All vacation time must be approved by a supervisor and must be scheduled subject to operational needs and client needs as determined by the supervisor. It is agreed that both staff and management will make a concerted effort to afford each other reasonable opportunities (i.e., at least three vacation options) to achieve an operationally sound vacation schedule that meets both the needs of the employees and that of the Agency.

Requests for vacations of four consecutive days or longer must be made at least 15 days prior to the requested start date. Shorter vacations must be requested at least five working days prior to the requested start date. "Working days" means the working days of the Program Director. All vacation requests are subject to the approval of the Program Director, based on operational need. Such approval will not be denied for arbitrary, capricious, or discriminatory reasons.

Ordinarily, only one employee at a time per program will be granted vacation time. When operational needs allow, more than one employee at a time per program may be allowed to take vacation time at the discretion of the Program Director. When conflicting vacation requests are submitted, the following priorities govern for approval:

Request submitted two months or more before vacation: First come, first served

Request submitted one to two months before vacation: Seniority prevails

Request submitted less than one month or more before vacation: First come, first served

Normally, an employee will be given a written response to his/her vacation request within three working days (defined as the normal working days of the supervisor or his/her designee).

4. All credited vacation leave must be taken by June 30 each year or be forfeited except each employee may carry over vacation leave as outlined below according to the employee's length-of-service and full-time equivalency on June 30.

Length of Service on June 30	Carry-over Days Allowed per FTE	Carry-over Hours Allowed per FTE
Less than 1 year	3	24
1 year to less than 3 years	6	48
3 years to less than 5 years	8	64
5 years or more	10	80

If an employee has submitted a timely request prior to May 15 to utilize vacation leave prior to June 30 and has been denied due to operational need, and if the requested vacation leave would otherwise expire on June 30, up to forty (40) additional vacation leave hours may be carried over beyond July 1, with the approval of the supervisor.

5. The crediting of leave as outlined in Section 1 and Section 2 is for the year ending the following June 30. While employees may utilize credited leave subject to the provisions of this Article, employees shall accrue this leave based on the number of days employed during the fiscal year. For example, an employee who leaves employment on December 31 will have accrued 50.00% of the vacation leave credited on July 1.

6. Upon termination of employment with the Agency:

- Employees who have used more vacation leave than they have accrued will reimburse the Agency for the excess vacation leave used. Employees will have the option of arranging a payment plan allowing them to reimburse the Agency over a three-month period.
- Employees who have not used all of their accrued vacation leave will be compensated by the Agency for that time. This compensation will be paid to the employee in a lump sum payment at time of termination.

## **ARTICLE 36 HOLIDAYS**

Employees shall be given thirteen (13) paid 8-hour holidays annually (listed below). Part-time employees have pro-rated hours as in all other benefits. If the employee chooses to substitute one and only one of the named holidays for the observation of another date of their choice, they may do so by giving sixty (60) days written notice of this choice to their immediate supervisor and with the Agreement of the supervisor. In the absence of such written notice, the following holidays shall be observed.

New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas, and one "floating" holiday to be taken at any time.

If a holiday falls on a regularly scheduled work day, the employee is to work that day. Compensatory holiday leave is to be scheduled with the agreement of the supervisor within sixty (60) days. It is the employee's responsibility to request compensatory holiday leave in a timely way with the understanding that operational need may preclude the employee's initial request(s) for time off and necessitate subsequent request(s). When an employee makes a timely request within the sixty-day period to use compensatory holiday leave and is denied, the employee will be allowed an additional sixty- (60-) day period in which to schedule use of the time. This extension shall be granted only once for any single holiday. If during the second sixty-day period the employee makes a timely request that is denied due to operational need, the supervisor will inform the employee within five (5) days of the date the employee will utilize the holiday leave. The employee may choose to instead receive straight time pay for the unused hours.

All compensatory holiday leave time must be approved by a supervisor and is subject to operational needs and client needs as determined by the supervisor. Requests for compensatory holiday leave must be requested at least five working days in advance of the requested time off. "Working days" means the working days of the Program Director. All leave requests are subject to the approval of the Program Director, based on operational need. Such approval will not be denied for arbitrary, capricious, or discriminatory reasons.

The exception to this is Thanksgiving, Christmas, New Years, and Independence Day. Staff may make arrangements two months in advance, if they are scheduled to work, to have these particular holidays off. In case of conflict, the person with seniority will be given priority. Anyone who works these days will have the choice of either earning time and a half off or time and a half pay for hours worked. Anyone who works on the holiday and receives time and a half pay for any of the four major holidays will also receive 8 hours, or pro-rated equivalent time off, for that holiday. The time off must be taken within sixty (60) days. The Agency will attempt to show available Holiday Leave on electronic time sheets.

Upon termination, employees will be reimbursed for all holiday leave time earned but not used.

### **ARTICLE 37 PYRAMIDING**

There shall be no pyramiding of paid leave time under any provisions of this Agreement.

### **ARTICLE 38 WEATHER DAYS**

As the positions that are covered by this Agreement are situated in programs that are never closed due to bad weather conditions, all employees are expected to work their scheduled hours. If, due to the weather conditions, an employee expects to be late for work or does not believe that he/she can make it to the program, the employee has the responsibility of notifying the Program Director or designee by telephone at least two (2) hours in advance of being late or absent. Any work time missed due to weather conditions will either be rescheduled by the employee with supervisory approval during the same work week or be taken as either Personal or Vacation leave. The

Agency reserves the right to ask any employee who is capable of reaching the Program to report to work.

Employees will remain on duty until they are relieved. If an employee is aware that severe weather conditions are current or imminent and is also aware that there are emergency personal reasons which would preclude the employee from staying beyond his/her regularly scheduled hours, the employee will notify his/her supervisor or designee as soon as possible. If an employee is required by his/her supervisor or designee to stay beyond the employee's shift due to inclement weather, the employee shall be paid time and a half for time worked beyond his/her normal schedule.

### **ARTICLE 39 JURY DUTY**

If an employee is called for jury duty during his/her regularly scheduled work day(s), for the first five days of jury duty the employee shall receive the usual pay, less any jury fee.

### **ARTICLE 40 TRAVEL REIMBURSEMENT**

Normally, each program shall provide and maintain safe and appropriate vehicles for use in client transportation. If an employee uses his/her own vehicle for program purposes, the Agency shall provide "second level" liability insurance coverage as is currently in effect in the Agency.

Employees may only use their personal vehicle for Agency business only with Agency approval. When the Agency requires that an employee use the employee's own vehicle for Agency business on a regular basis, if the employee upgrades the employee's automobile insurance to "business use" insurance the Agency will reimburse the employee for the additional cost of that insurance.

As of the first pay period beginning on or after January 1, 2014, automobile travel in the course of the employee's work shall be reimbursed at the rate of \$0.46 per mile. Parking fees and tolls incurred for authorized Agency business at other than an Agency-operated site shall be reimbursable. Travel to and from one's place of work is not reimbursable. Travel to and from approved workshops and trainings is reimbursable.

If the Agency changes the mileage reimbursement rate for non-union staff during the term of this agreement, the mileage reimbursement rate for staff covered by this agreement will be simultaneously changed to the same rate.

Claims for reimbursement must be made on the Agency's authorized form and must be made within 45 days of the incurred expense. Reimbursement for mileage expenses submitted more than 45 days after the date of travel shall be made at the discretion of the Employer. End-of-fiscal year claims must be made by July 15th. Reimbursement for claims which meet these conditions will be made within two weeks of receipt.

## **ARTICLE 41 CHILD CARE**

The Union and the program are committed to the concept of child care for employees. The Union will establish a child care committee or representative who shall collaborate with the CEO or designee in addressing employee needs for child care and seek possible sources of funding for employees who incur child care costs while working on line in the residences, attending meetings, or carrying out other duties that are part of their regularly scheduled work hours in the Agency.

The Agency has established a reimbursement account as a way for the employee to put Pre-tax dollars into a special account to pay for dependent day care costs.

## **ARTICLE 42 TAX-SHELTERED RETIREMENT PLAN**

The Agency shall maintain a 403(b) plan. Upon employment, any employee may enroll in and make contributions to the plan through payroll deduction. The employee must contribute at least 0.50% of his/her annual salary or \$60/year, whichever is greater, to participate. After one year of service as defined in the plan Document, the Agency will contribute towards the plan. Through the pay date of December 27, 2013, the Agency contribution shall be pursuant to the terms and conditions as contained in the predecessor to this collective bargaining agreement. Effective with the pay date of January 10, 2014, the Agency contribution shall be made on a one-to-one basis for an employee's contribution of up to four percent (4%). Agency contributions are subject to the following vesting schedule, based on years of Agency service as defined in the Plan Document: 1 year – 20% vested, 2 years –

40% vested, 3 years – 60 % vested, 4 years – 80% vested, 5 years – 100% vested. Each employee’s own contributions are always 100% vested.

**ARTICLE 43**  
**HEALTH AND SAFETY**

A committee of management and up to three bargaining unit members will be established. Union members will be paid for meeting time. The Agency and the Union recognize their obligation to cooperate in maintaining a safe and healthful working environment. Meetings may be convened if the Agency and the health and safety committee agree that they are needed to meet emergency situations. Scheduling of the committee meetings and release of employees are subject to the approval of the employees' supervisor(s) and shall be subject to operational needs. Such approval shall not be denied for arbitrary, capricious, or discriminatory reasons. The review and monitoring of health and safety issues such as smoking, safety of vehicles, etc., will be addressed by this committee with a view towards reaching mutually agreeable solutions.

The committee chair is responsible for disseminating meeting minutes to all Program Directors which include the date and time of the next meeting. They in turn will make the minutes available at the program site. Health and Safety updates will be posted in ServiceNotes. The review and monitoring of health and safety issues such as smoking, safety of vehicles, etc. will be addressed by this committee with a view towards reaching a solution. Employees should direct all Health and Safety concerns to the Health and Safety Committee Chairperson. The Chairperson can be contacted at 413.585.1311 or at [mrogers@servicenet.org](mailto:mrogers@servicenet.org). All inquiries or complaints should be given in writing to the chair of the committee or his/her designee. The chair, or designee, will respond within 48 hours of the receipt of the inquiry/complaint.

**ARTICLE 44**  
**HUMAN RIGHTS**

Employees are encouraged to report concerns about Human Rights to the Human Rights Committee. Concerns can be sent to [humanrights@servicenet.org](mailto:humanrights@servicenet.org).



**ARTICLE 45**  
**MEALS**

Employees are encouraged to prepare and eat meals with clients at their work site as part of creating a normalizing, therapeutic environment. The meals prepared and consumed by employees must be the same as that which is provided to the clients. Absent client-specific meal times, each site or client location will have a policy regarding employee use of client meal areas during non-client meal times.

**ARTICLE 46**  
**RESPECT AND DIGNITY**

The parties agree that employees at all levels of the organization are expected to treat each other, clients, family members of clients, employees of our funding sources, and others with whom we have contact with respect and dignity. The parties further agree that throughout the collective bargaining process and during other labor-management interactions, including but not limited to negotiations, grievance and arbitration meetings, and Labor-Management Committee meetings, discussions will be conducted in a civil and respectful manner and neither side will engage in personal attacks. Any employee who feels that he or she was treated in a disrespectful manner is encouraged to address the issue directly with the other party. This Article is not subject to the Arbitration provisions of this Agreement.

**ARTICLE 47**  
**NO STRIKE**

The parties agree to be bound by the no strike provisions of Massachusetts General Laws Chapter 150A. In addition, the Union and the employer agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union and the employees within the bargaining unit, both individually and collectively, in consideration of the value of this Agreement and its terms and conditions will not strike during the term of this Agreement. The employer, on its part, agrees not to conduct a lockout during the term of this Agreement.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or Unions) who are not signatory parties to this Agreement.

Any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article 32 of this Agreement.

## **ARTICLE 48 MANAGEMENT RIGHTS**

**Section 1:** The management of the Agency and the direction of the working force, including the right to plan, direct, and control operations; to schedule and assign work to employees; to determine the means, methods, processes, materials, and schedules to determine the services to be provided; to choose the location of its programs and the continuance of its operating departments; to establish and require employees to observe Agency rules and regulations; to hire, lay off, or relieve employees from duties when disabled from performing the duties required; and to maintain order and to suspend, discipline, and discharge employees for just cause; are the recognized rights of the Agency.

**Section 2:** The foregoing enumeration of management's rights shall not be deemed to exclude other rights of management not specifically set forth, the Agency, therefore, retaining all rights not otherwise specifically restricted by this Agreement.

**Section 3:** The exercise by the Agency of any of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union or bargaining unit, and they shall not be exercised arbitrarily, capriciously, or in bad faith.

## **ARTICLE 49 SCOPE OF AGREEMENT**

It is acknowledged that during the negotiations which resulted in this Agreement, both the Union and the Agency had unlimited rights to propose and negotiate in good faith any matters they so choose to propose. Both the Union and the Agency have the right to request that waivers, modifications, additions, and/or deletions be made to any specific language or provisions of this Agreement during the period this Agreement is in effect. Other than at the time of negotiations on a successor to this Agreement as indicated in the Duration Article, both parties must mutually agree and consent to the opening of this Agreement before negotiations actually begin. All of the terms of this Agreement shall remain in full force and effect during the period of any such negotiations and shall remain intact until both parties sign

documents agreeing to the specific waiver, modification, addition, and/or deletion. All of the terms and provisions of this Agreement shall remain in effect during the negotiation of a successor Agreement.

**ARTICLE 50  
VALIDITY CLAUSE**

Should any Federal or State law, municipal ordinance, or any court or administrative order or ruling conflict with any provisions of this Agreement, the provisions so affected will be amended or deleted to the extent necessary to conform to said law, ordinance, order or ruling; but in all other respects this Agreement shall continue in full force and effect.

**ARTICLE 51  
DURATION**

This Agreement shall become effective July 1, 2013, except as otherwise specifically provided for herein and shall remain in full force and effect until June 30, 2017. It is mutually agreed to and understood between the parties that upon the expiration date of this Agreement, if agreement has not been reached on a successor Agreement, that all of the terms and provisions of this Agreement, including the Grievance and Arbitration Article, and the No Strike Article, shall be kept in full force and effect until a successor collective bargaining agreement is agreed upon and ratified by the parties.

If the Commonwealth, at any time during the term of this Agreement, provides additional funding for the express purpose of increasing staff pay rates, the Agency shall notify the Union and the two parties shall meet to negotiate changes in pay rates.

The Agency and the Union shall begin negotiations on a successor to this Agreement between April 1, 2013 and April 30, 2017. **{signatures on file}**

<b>ServiceNet, Inc.</b>	<u>Bruce Barshefsky</u>	<u>Medora M. Rogers</u>
<b>UAW Local 2322</b>	<u>Peter A. Thews</u>	<u>Joseph Frimpong</u>
<u>Jonathan King</u>	<u>Mary Hynes</u>	<u>Diana Souza</u>
<u>Abdelaziz Afoulous</u>	<u>Andy Meeker</u>	<u>Eric Hopkins</u>

### **Side Letter on Senior Counselors**

The number of Senior Counselors will be no less than 65% of the number of programs that have at least four full-time equivalent positions of bargaining unit members.

Upon the request of the Union, which shall occur no more than semi-annually, the Agency will provide a list of programs with at least four full-time equivalent positions of bargaining unit members and a list of Senior Counselors. If at that time it is determined that the number of Senior Counselors is less than 65% of the number of programs with at least four full-time equivalent positions of bargaining unit members, then the Agency will fill additional Senior Counselor positions to bring the number up to at least 65%.

### **Side Letter #1**

Employees who as of the date of this Agreement received a 100% Agency contribution towards the premium cost of health insurance will, effective as of the first pay period beginning on or after January 1, 2014, receive a one-time permanent pay increase of \$600 per year and simultaneously be subject to the same Agency premium contribution schedule as other employees covered by this Agreement.

### **Side Letter #2**

The Agency will make a good faith effort to provide electronic notice to all employees of expiring holidays approximately fifteen (15) days prior to each holiday's initial sixty (60) day expiration date. Institution of an electronic time sheet system that displays holiday accruals shall be deemed to meet the requirements of this paragraph. The provisions of this paragraph shall not be subject to the grievance and arbitration proceedings stated herein.