

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.*

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**ARTICLE 1**  
**UNION RECOGNITION**

Section 1.1

ServiceNet, Inc., recognizes Local 2322 United Auto Workers, as well as the International Union (United Automobile, Aerospace and Agricultural Implement Workers of America, separate and with Local 2322, UAW ( the Union), pursuant to the certification of the National Labor Relations Board case 01-RC-068505, issued on January 3, 2012, and the subsequent clarification of the national Labor Relations Board case 01-UC-076908, issued on April 30, 2012, as the sole and exclusive bargaining agent for regular full-time and regular part-time nurses in the following unit:

All full time, regular part time and per diem registered nurses, registered nurse case managers, weekend charge nurses, and licensed practical nurses employed in ServiceNet’s Home Care Program.

Section 1.2

The terms “nurse” and “nurses” 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.

Section 1.3

In the event that any Program expands its services or the Agency is awarded another contract, any new nurses hired by the Agency to do nursing work in the HomeCare Program shall also be covered by this Agreement.

**ARTICLE 2**  
**UNION MEMBERSHIP AND AGENCY SERVICE FEE**

Section 2.1

Any nurse hired shall, commencing thirty (30) days after his or her employment, either 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 nurses covered by this agreement.

### **ARTICLE 3 PART-TIME & TEMPORARY EMPLOYEES**

#### Section 3.1 – Part-Time Employees

All part-time bargaining unit nurses 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. Per diem hours and sporadic additional hours will not be considered in determining benefits for part-time nurses.

#### Section 3.2 – Temporary Nurses

A temporary Nurse 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.

Temporary Nurses shall receive the same pay and benefits as a regular Nurse, pro-rated by the number of hours worked per week. A temporary Nurse who is filling the position of a regular Nurse who is on a leave of absence shall be terminated upon the regular Nurse's return from leave. Except for the provisions of this Article, temporary Nurses are not covered by this Agreement. When a regular Nurse does not return from a leave of absence, a temporary Nurse 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 Nurse becomes a regular Nurse in this way, the Nurse's Probationary Period shall be ninety (90) days from the date of hire into the regular position.

## **ARTICLE 4 DUES CHECK-OFF**

### Section 4.1

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 nurses who give their lawful written authorization to the Agency to make such deductions.

### Section 4.2

The Agency agrees that during a new nurse's initial orientation with the Human Resources Department, the Agency will normally provide the new nurse 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.

### Section 4.3

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.

### Section 4.4

#### Voluntary Community Action Program (V-CAP)

A nurse 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 nurse voluntary contributions to UAW V-Cap, provided that each such nurse executes or has executed an "Authorization for Assignment and Check off of Contributions to

UAW V-Cap” form. The nurse will not have such deductions taken out upon: a) receipt of a written revocation signed by the nurse; (b) when the nurse is on an unpaid leave of absence; or (c) the nurse 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 nurses and the corresponding deductions shall be forwarded along with the deductions.

Section 4.4 Reports

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

1. Biweekly Dues Report
  - Nurse name
  - Hours worked
  - Rate of Pay
  - Wages subject to dues/agency fee
  - Initiation fee paid
  - Dues submitted
2. Monthly Membership Report
  - Names of nurses 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.)

**ARTICLE 5  
VISITATION**

Section 5.1

Duly authorized Union representatives may visit the Agency at reasonable hours for reasonable periods of time to discharge Union duty as exclusive collective bargaining representative. Such visits will not disrupt normal operations or the confidentiality of the program

Nurses have the right to meet with a Shop Steward or Union

Representative with the prior approval of the nurse'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 6 BULLETIN BOARDS**

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

## **ARTICLE 7 GENERAL UNION MEETINGS**

Each Union member will be given time off without pay up to a maximum of eight (8) hours per year, limited to a maximum of three (3) times per year, for general Union meetings. This time off must be requested in writing at least five (5) days in advance of the date the leave is requested, and shall be subject to the approval of the nurse's Program Director. This time off will not be denied for arbitrary, capricious, or discriminatory reasons.

## **ARTICLE 8 UNION MEETING TIME**

The Agency will provide facilities for bargaining unit members to have a fifteen- (15) minute Union meeting twice a month (on unpaid time). The Union meetings may be held only with prior approval of the Program 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 (1) week.



## **ARTICLE 9 SHOP STEWARD**

The Agency shall recognize for each twenty (20) Nurses in the bargaining unit, one steward and one alternate steward who are employed in the HomeCare program and who have been duly appointed by, and acting as agents of, the Union. The time off request procedures normally used when requesting time off for grievance and investigative interview representation purposes. Time spent performing grievance or investigative interview representation duties on behalf of the Union shall count as time worked. Documentation of the legitimate use of such time shall be provided upon request of the Program Director.

## **ARTICLE 10 LABOR-MANAGEMENT COMMITTEE**

### Section 10.1

The Agency and the Union agree to establish a Labor-Management Committee consisting of not more than three (3) Bargaining Unit members, a representative of the Union, and not more than three (3) members of Agency.

### Section 10.2

The Committee will meet for the purpose of discussing matters of mutual interest and concern. Either party may submit topics for the agenda for each meeting which will normally be held every other month (up to six (6) times per year) for up to two (2) hours per meeting. The parties will not unreasonably deny requests for meeting by either side. If neither party has submitted agenda items to the other at least one (1) week in advance of the scheduled meeting, the meeting will be suspended. Meetings will not be held during the period of negotiations on a successor to this Agreement but either party may request a meeting to address non-bargaining issues that arise during that time. .

Section 10.3

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 (3) hours per month per attending nurse (two hours 2) hours of meeting time and up to sixty (60) minutes of round-trip travel time – less for nurses of programs nearer the meeting site).

**ARTICLE 11**  
**PROFESSIONAL PRACTICES COMMITTEE**

Section 11.1

Purpose: The Agency shall maintain a Professional Practices Committee. The purpose of the committee is to identify needs and suggest solutions to the Agency on issues related to the professional practice of the nurses in the program including nursing practices and standards, staffing requirements, orientation, caseload management and other matters of mutual interest. The Agency shall give due consideration to the recommendations of the committee.

Section 11.2

Composition and Schedule: The committee shall consist of up to three (3) members chosen by the Union and HomeCare Program management representatives selected by the Agency. The Program Director or designee and a nurse designated by the nurse members shall co-chair the committee for the purpose of setting the agenda. Meetings, as scheduled by the Agency, will be held no less than monthly for up to two (2) hours per meeting during normal working hours. Any time spent by a committee member in the monthly meeting beyond the member' regular working hours will be compensated at straight time rates or the member will have a reduction in visit requirements for that week.

### Section 11.3

Reporting: Up to fifteen (15) minutes will be allotted at staff meetings for members of the Professional Practices Committee to report.

## **ARTICLE 12 INVESTIGATIONS**

### Section 12.1

When an nurse is accused of wrongdoing and the Agency is instructed to place or determines that the accused nurse shall be placed on administrative leave pending the outcome of an investigation, the accused nurse 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.

### Section 12.2

If the accused nurse is deemed innocent by the Agency, the Agency will re-credit the nurse the accrued leave time that he or she used while on administrative leave and reimburse for any unpaid time resulting from the investigation. If the accused nurse is terminated as a result of the investigation, no time will be reinstated.

## **ARTICLE 13 HOURS OF WORK**

### Section 13.1

RN Case Manager Regular Hours: Full-time RN Case Managers are compensated on a salary basis in accordance with the Fair Labor Standards Act and its regulations applicable to professional employees and ordinarily are expected to perform 40 hours of work per week on a regular basis over at least four days per week. The work week shall include up to two (2) hours per week of mandatory staff meetings, trainings, supervision and other program related requirements. Nurses are encouraged to take a 30-minute break in any shift of six (6) hours or more. Normal working hours are scheduled Monday through Friday, except for on-call assignments. If a Case Manager's hours of work regularly exceed the scheduled number of hours, it is the Case Manager's responsibility to address this with the program supervisor. When appropriate, additional hours may be authorized or workload may be reduced.

### Section 13.2

RN Case Manager Daily Schedule and Visit Triage: RN Case Managers determine their daily schedule with the approval of the director/supervisor. RN Case Managers, as part of their job description, determine the frequency at which clients are seen, and determine in collaboration with the director/supervisor if the clients are to be seen by their RN Case Manager or a Visit Nurse. RN Case Managers are responsible for determining the acuity of their clients. The RN Case Manager and supervisor/director may collaborate on assessing client acuity and reasonable scheduling of visits per day during exacerbations. Changes in client acuity will be reflected in the Case Manager's documentation. Final scheduling decisions are the responsibility of the agency. Such decisions shall not be made arbitrarily or capriciously.

### Section 13.3

Visit Nurses: Visit Nurses are compensated on a per visit basis. Visit Nurses will be assigned visits by the Agency. The Agency will take Case Manager requests, Visit Nurse requests, and Visit Nurse

seniority into account when scheduling Visit Nurses. Final scheduling decisions are the responsibility of the Agency.

#### Section 13.4

Weekend Charge Nurse Schedule: The weekend charge nurse will have on-call responsibilities from 5:00 PM on Friday until 8:30 AM on Monday and shall be required to perform 12 to 16 visits on both Saturday and Sunday during that period in addition to other assigned duties. Emergency or unscheduled visits that bring the total number of visits performed beyond sixteen (16) visits will be compensated at the Differential Visit rate.

#### Section 13.5

Safe Scheduling: Under typical circumstances a Case Manager will normally make a maximum of thirty-five (35) regular visits per 40-hour work week (0.875 visits per hour worked), pro-rated for part-time. Visits in excess of that ratio will be compensated at the per visit rate as long as the required paperwork is submitted by the Case Manager. Except in an emergency, during an eight-hour workday a Case Manager will not be required to perform more than seven (7) visits and a Visit Nurse will not be required to perform more than eight (8) visits. Outside of an emergency, nurses may perform additional visits when doing so is agreed to by the nurse and his/her supervisor. Start of Care Visits will be considered equal to three (3) Routine Visits. Resumption of Care, Recertification of Care and Differential visits will be considered equal to two (2) Routine Visits. The Program Director will determine the weekly requirement based on each nurse's caseload size and other factors. Staff concerns relative to safe scheduling may be raised at any time. If the program consistently has difficulty maintaining adequate safe scheduling levels, or a change regarding ratios is made causing staff to feel unsafe, staff and the Union will meet with the Program Director, Clinical Supervisor and/or Human Resources Director to assess how to address the problem.

#### Section 13.6

Reassignments: If visits need to be reassigned during a regular workday, RN Case Managers and Visit Nurses may be asked to see

additional clients. Case Managers and Visit Nurses who wish to make themselves available for additional visits will inform the Program Director or designee of their availability. Alternatively, management nurses may make visits on an emergency basis if, after having made a good faith effort to make reassignments, no Case Managers or Visit Nurses are available. In an emergency, an RN Case Manager may be required to perform these visits.

### Section 13.7

Floating and reporting: A nurse will not be required to perform a visit in a territory that she or he is not familiar with or to visit a client for the first time or when a client's status has changed without first having received a satisfactory report on the client's needs and status. The report may be verbal and/or through the electronic medical record.

### Section 13.8

Evening and weekend visits: Nurses will inform the scheduler of their availability to perform weekend visits and/or evening visits when such visits are not considered part of the nurse's normal work schedule. Nurses will be notified when such visits are scheduled. Scheduled visits for a nurse shall not exceed eight (8) per eight-hour period. When the need arises, a nurse may agree to perform more than eight (8) visits in an eight-hour period. Evening and weekend assignments will be assigned as agreed upon by the management and the nurse as noted in 13.3 and will follow safe scheduling guidelines as outlined in 13.4. RN case managers will not be required to accept weekend or evening visits.

### Section 13.9

Nursing Visits by Managers: Management nurses may perform client visits and case manage on a limited basis. Each manager may case manage up to three clients. The total number of regularly scheduled nursing visits among all managers shall not exceed eighteen in one week. However, when the need arises due to staffing shortages or other emergencies, managers may temporarily case manage additional clients and perform additional visits. If the program expands, the parties will meet and confer about an increase in the number of

management visits. The visit limitations described in this paragraph do not apply to quality review visits performed by managers.

### Section 13.10

Meetings and Trainings: The Agency will provide nurses with four (4) weeks' notice of mandatory trainings and meetings when possible.

1. Case Managers: When mandatory trainings and/or meetings exceed two (2) hours in a work week, Case Managers will, at the discretion of the Agency, either have visit requirements for the work week reduced or be paid overtime for the excess hours. If the mandatory training or meeting falls outside of the Case Manager's normal work schedule, the Case Manager may, with the approval of the Agency, elect to attend the meeting. If the Case Manager attends the meeting, the Case Manager will, at the discretion of the Agency, either have visit requirements for the work week reduced or be paid overtime for the additional hours.

2. Visit Nurses: If the mandatory training or meeting falls outside of the Visit Nurse's normal work schedule, the Visit Nurse may choose to not attend the meeting. Visit Nurses will be paid at the differential visit rate for attendance at meetings.

## **ARTICLE 14 WAGES**

### Section 14.1

Beginning November 9, 2013, RN Case Manager, Weekend Charge Nurse, and Visit Nurse positions will be placed on the salary scale listed below. Placement of individuals in those positions will be based on years of employment as a nurse at the Agency along with a 100% credit for previous years of nursing experience outside the Agency, up to a maximum of ten (10) years outside experience (counting as a maximum of ten (10) years of Agency experience). Nurses hired into these positions in the future will also receive the credit for prior non-Agency nursing experience. Experience as an R.N. shall count for R.N. positions; experience as an L.P.N. shall

count for L.P.N. positions. In addition, for R.N. positions, experience as an L.P.N. shall be credited at 50.00% of the R.N. rate. For example, a nurse entering an R.N. position with four (4) years' of experience as an L.P.N. outside the Agency will be credited with two (2) years of service for placement on the salary scale.

#### Section 14.2

During each year, each nurse will be moved to the appropriate salary scale placement as of the first pay period beginning on or after the nurse's date of hire anniversary. Years of Service will be calculated as described above.

#### Section 14.3

For the repositioning described above, the biweekly fulltime rate shall increase by 2.00% per year for nurses with greater than ten (10) Years of Service.

#### Section 14.4

Beginning November 9, 2013, Visit Nurses will be paid according to the scale listed below. In addition to the rates listed in the scale, visits performed on weekends will receive a differential of \$1.00 per visit.

#### Section 14.5

When a nurse serves as a preceptor as described in the Orientation Article, the nurse will be paid additional compensation at the rate of \$3.00 per hour.

#### Section 14.6

When a nurse serves as a mentor as described in the Orientation Article, the nurse will be paid additional compensation at the rate of \$50.00 per week.

#### Section 14.7

When a Nurse, other than a Visit Nurse, performs a greater number of visits than the weekly requirement and submits the necessary documentation, the Nurse will be paid for those visits at the per visit rate. The Nurse must receive supervisory approval before scheduling



or performing those additional visits.

#### Section 14.8

A Nurse who relieves a manager shall be paid an additional \$3.00 per hour for all hours worked in such a relief capacity. This relief shall be for no longer than ninety (90) days unless otherwise agreed to by the Union and the Agency.

#### Section 14.9

Nurses may elect, based on operational need and with the supervisor's permission, to perform nursing visits during any of his/her paid vacation, personal, or holiday leave time. In addition to receiving the leave time pay, the nurse will be paid the per visit rate for all visits performed.

#### Section 14.10

Nurses who provide on-call services as defined in the On-Call Article shall be paid \$2.25 per on-call hour.

#### Section 14.11

Case Managers or Visit Nurses who provide emergency week-end on-call services as defined in the On-Call Article shall be paid \$4.00 per on-call hour.

#### Section 14.12

Case Managers or Visit Nurses who, while on-call, perform:

- One (1) or more hours of work, excluding visits, will receive compensation at the rate of \$25.00 per hour;
- A Routine Visit will receive compensation for one (1) Differential Visit;
- A Start of Care Visit or a Resumption of Care Visit will receive compensation for two (2) Differential Visits.

#### Section 14.13

Any nurse who works on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day will receive additional pay of \$100.00. Visit Nurses who work on any of the other eight (8) holidays listed in the Holidays article (excluding the "floating"

holiday) will receive additional pay of \$40.00.

**Salary Scale for Case Manager and Weekend Charge Nurse**

Years of Service	FY2013 Biweekly Fulltime Rate	FY 2014 Biweekly Fulltime Rate	FY 2015 if applicable
Less than 1 year	2,036.05	2,036.05	2,036.05
At least 1 year	2,076.77	2,076.77	2,076.77
At least 2 years	2,118.30	2,118.30	2,118.30
At least 3 years	2,160.67	2,160.67	2,160.67
At least 4 years	2,203.88	2,203.88	2,203.88
At least 5 years	2,247.96	2,247.96	2,247.96
At least 6 years	2,292.92	2,292.92	2,292.92
At least 7 years	2,338.78	2,338.78	2,338.78
At least 10 years	2,385.55	2,385.55	2,385.55
At least 11 years	NA	2,433.27	2,433.27
At least 12 years	NA	NA	2481.93

<b>Rate Scale for Per Diem Visit Nurse</b>		
<b>Licensure</b>	<b>Rate per Visit</b>	<b>Rate per Visit Effective 1/2/15</b>
LPN	\$16.00	\$17.00
RN	\$19.00	\$20.00
Weekend Visits	+\$1.00/visit	

<b>Pay Scale for Other Responsibilities</b>	
<b>Task</b>	<b>Rate</b>
Service as a Preceptor	\$3.00 per hour
Service as a Mentor	\$50.00 per week
Provision of On-Call Services	\$2.25 per on-call hour

Provision of Emergency Week-end On-Call Services	\$4.00 per on-call hour
Performance of one or more hours of work, excluding visits, while on-call	\$25.00 per hour
Provision of a Routine Visit while on-call	One (1) Differential Visit
Provision of a Start of Care Visit or a Resumption of Care Visit while on-call	Two (2) Differential Visits

**ARTICLE 15  
PAY PERIOD**

All bargaining unit members shall be paid bi-weekly, in a timely manner. Per visit pay will likewise be compensated biweekly and included with the regular pay for salaried nurses.

**ARTICLE 16  
ORIENTATION**

Section 16.1

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

1. Attend an orientation meeting with their supervisor that 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
2. Review all program manuals and agree to be subject to procedures set forth therein for the term of their employment.
3. Attend an Agency orientation meeting as scheduled by the Agency's Human Resources Department.

The supervisor will have weekly meetings/check-ins with new

Nurses, and her/his preceptor when possible, during the orientation period. The supervisor is responsible for determining if the new nurse has adequate support from her/his preceptor and is having an adequate orientation. The Program Director or supervisor shall ensure that the preceptor is available to the newly hired nurse as scheduled during the orientation period.

### Section 16.2

Within a month of hire, all nurses shall review the Agency manual and be subject to provisions set forth therein for the term of their employment.

### Section 16.3

Orientation Visits: Newly hired nurses will accompany existing nurses and/or managers on nursing visits as part of their orientation. While volunteers among existing nurses will be sought, both newly hired and existing nurses will be assigned these orientation visits at the sole discretion of the Agency.

### Section 16.4

Preceptors: Preceptors are nurses and managers who help to orient newly hired nurses to the policies, procedures, and practices of the program. Preceptors are responsible for working one-on-one with the newly-hired nurse to process the day's client visits and to teach elements of program practice.

For Visit Nurses, these elements shall include:

- (1) the implementation of the nursing process in homecare visits for both behavioral health and medical issues;
- (2) documentation in the electronic medical record; and
- (3) the management of clients in crisis.

For Case Managers, these elements shall include the above and:

- (4) case management responsibilities;
- (5) policies and procedures for start of care, recertification, resumption of care, and discharge; and
- (6) coordination of care among providers.

The Professional Practices Committee will make recommendations

on best practices for the orientation of new nurses by June 1, 2014.

### Section 16.5

Scheduling Preceptors: The Program Director or his/her designee will select and schedule preceptors from a pool of nurse volunteers and management staff. Preceptor assignments will normally be for a minimum of one week of orientation per preceptor. Preceptors must have at least one year of recent case management experience at ServiceNet Homecare or, in the sole judgment of the Program Director, exercised in good faith, have demonstrated mastery of case management responsibilities commensurate with one year of experience.

### Section 16.6

Length of Orientation: For RN Case Managers, the orientation period before a full caseload is assigned is expected to last four (4) weeks. Visit Nurses shall be expected to participate in twenty-four (24) orientation visits before being assigned visits of his/her own. In addition to participating in visits, Per Diem Visit Nurses will be orientated to the electronic note system and other aspects of Agency practice. The Program Director may increase these time and visit requirements at his/her discretion. The orientation period may be shortened by mutual agreement of the new nurse, her/his preceptor, and the nursing supervisor if the new nurse has demonstrated mastery of the essential elements of ServiceNet homecare nursing practice, case management, and documentation necessary for the safe and effective execution of their assigned duties. Case management caseloads and visit requirements will be phased in during orientation based upon the capabilities of each newly hired nurse.

### Section 16.7

Mentors: Mentors are nurses and managers who provide ongoing support and guidance to newly hired nurses. The Program Director or his/her designee will assign and schedule mentors from a pool of nurse volunteers and management staff. Mentors may be assigned for one or more weeks at a time. The Program Director shall ensure that a mentor is available to the newly hired nurse for up to six (6) months from date of hire. The Program Director or supervisor will

periodically consult with mentors on the progress of newly hired nurses. Mentors must have at least one (1) year of recent case management experience at the program or, in the sole judgment of the Program Director, have a demonstrated mastery of the responsibilities associated with the position. The Professional Practices Committee will make recommendations on best practices for the orientation of new nurses by June 1, 2014.

### Section 16.8

Orientation to the Union: The Union will be given fifteen (15) minutes during ServiceNet's new employee orientations 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 or 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 relative to the contract bargaining agreement and official Union activities the Union agrees that if there any violation of the terms of this paragraph it shall no longer be permitted to attend the Agency's new employee orientation.

## **ARTICLE 17 PROBATION**

### Section 17.1

The Probation Period for new nurses shall be six (6) months. However, a nurse within the Probation Period may submit a request to his/her Program Director that the nurse's probation 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 Nurse 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.

Section 17.2

Nurses will acquire seniority and be given sick time beginning with their date of hire. Nurses may use paid time off during their Probation Period, including personal days and holidays, unless otherwise prohibited by this agreement. All nurses will receive a written evaluation after the first three (3) and six (6) months of employment and annually thereafter.

Section 17.3

The Agency shall have the right to discipline, discharge or terminate a nurse within the Probation Period at its discretion and such action shall not be subject to the grievance and arbitration proceedings stated herein.

**ARTICLE 18  
PROFESSIONAL GROWTH AND DEVELOPMENT**

Section 18.1

The Agency will provide reimbursement of up to five hundred dollars (\$500.00) per nurse, per fiscal year, pro-rated according to each nurse's full-time equivalent hours, for tuition and required materials for job-related courses subject to prior approval by Agency and adequate documentation of attendance.

Section 18.2

The Agency shall provide CPR and First Aid training to nurses at no cost or reimburse nurses who take such required trainings, with prior approval from the Program Director, outside the Agency.

**ARTICLE 19  
JOB DESCRIPTIONS**

Section 19.1

Job Descriptions: Every position in the bargaining unit shall have a job description by July 1, 2013. A job description shall be a clear, concise, accurate summary of the duties, responsibilities and

requirements of the job, and shall include any special condition of employment. Each nurse shall receive a copy of his/her job description at the time of hire.

### Section 19.2

Changes to Job Descriptions: When possible, the Agency shall request and consider input from the Union prior to making material changes to job descriptions or prior to implementing a job description for any newly created bargaining unit position. When possible, this request for input will be made at least thirty (30) days in advance of the effective date of the material change or of the creation of the new position. Input from the union must be received no later than fourteen (14) days after receipt of the Agency's request. The Agency and the Union shall bargain the impact of any material changes. Nurses shall receive a new copy of their job description if such job description is revised.

### Section 19.3

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.

## **ARTICLE 20 EVALUATIONS**

Section 20.1 All Nurses will receive a written evaluation after the first three and six months of employment and annually thereafter. The Nurse will have the opportunity to review the evaluation in a meeting with his/her supervisor. The Nurse will sign for receipt of the evaluation and will have opportunity to respond in writing to it.

Section 20.2 Evaluations recognize and reinforce positive performance as well as addressing corrective action for areas that need correction.

Section 20.3 All supervisors and nurses will use the same standard, written "Staff Evaluation" form, as determined by management. The



Program Director may add an addendum to the standard evaluation form.

## **ARTICLE 21 PERSONNEL FILES**

Section 21.1 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 Nurse, such Nurse shall be promptly notified in writing and given a copy of such material. The Nurse can see his/her file and request removal, corrections or deletions of material that is inaccurate. Nurses shall reserve the right to attach memos or letters of rebuttal to any material in their personnel files.

Section 21.2 A Nurse's personnel file shall be accessible to the Nurse; to the administration; and with the written permission of the Nurse, to the Union.

## **ARTICLE 22 NON-DISCRIMINATION/SEXUAL HARASSMENT**

Section 22.1 The Agency shall not discriminate against any nurse 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.

Section 22.2 The Agency recognizes that no nurse 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 agency shall process expeditiously any grievances arising from the case. The Agency will

take appropriate disciplinary action where warranted.

Section 22.3 In case of a controversy or dispute relative to a question of discrimination, nurses 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 nurse has reached the stage prior to arbitration in the grievance arbitration procedure of this collective bargaining Agreement.

## **ARTICLE 23 PERSONAL WORK**

No Nurse shall be required to perform personal services solely for the personal benefit of his/her supervisor or any other employee who is not a client

## **ARTICLE 24 SENIORITY/LAY-OFF/RECALL/REHIRING**

### Section 24.1

Definitions: For the purposes of this Article, Agency Seniority shall mean continuous employment with the Agency excluding any absence from Agency employment of less than eighteen (18) months. Bargaining Unit Seniority shall mean total time worked in a bargaining unit position at the Agency. Geographic Area shall mean the two distinct and separate areas of Franklin County and Hampshire County.

### Section 24.2

Meet and Confer: When the Agency determines that activities, operations, or duties within the program are to be discontinued or curtailed, or that bargaining unit nurses are to be laid off because of lack of work, reorganization, fiscal constraints, or other reasons, the Agency shall notify the Union and the parties will, at either party's request, meet and confer prior to the Agency implementing any of

those actions. The parties will confer concerning possible alternatives to the layoff of bargaining unit nurses or the application of the layoff procedure specified in this Article. In the event that the parties are unable to reach an agreement, then the reduction shall be carried out as scheduled according to the procedures set forth in this Article. If exigent circumstances require that the Agency take action prior to the meeting with the Union, the Agency shall notify the Union and the parties shall meet and confer as soon as reasonably possible.

Section 24.3

Notice: Nurses and the Union shall receive one month's notice of planned 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-offs to the nurses and the Union may be less than one month. The Agency will, when possible and at the Agency's discretion, institute an Agency-wide hiring freeze on nursing positions as soon as it is aware that lay-offs are necessary.

Section 24.4

Voluntary Reductions: When the Agency in its sole discretion determines that a layoff is necessary, the Agency will provide notice of this determination to the Union and to the nurses within the job title in the Geographic Area that is affected. The Agency will provide those nurses with the opportunity to volunteer to be laid off and/or to reduce hours of work. The Agency shall permit individual nurses to voluntarily accept layoff to meet the necessary reduction. In addition, the Agency may, at its discretion, permit individual nurses to voluntarily reduce hours in order to meet the necessary reduction. In the event that a nurse voluntarily reduces hours or resigns to meet the need, such reduction or resignation shall not be considered as a voluntary quit for the purposes of unemployment benefits. Any nurses voluntarily accepting layoff under this section shall be eligible for all benefits under this Article.

### Section 24.5

Procedure: If the procedure for voluntary reductions described above does not result in the reduction desired by the Agency, layoffs shall be conducted within the Geographic Area and job title on the basis of Bargaining Unit Seniority, provided that the more senior nurse retained is willing to work the required hours and is either fully competent to perform all the duties of the position or is able with training to acquire the necessary skills within a reasonable amount of time. In determining whether a bargaining unit member is fully competent to perform the position in question, the Agency may consider a nurse's qualifications and experience.

### Section 24.6

No Replacement: The Agency shall not replace nurses subject to reduction with subcontractors.

### Section 24.7

Exemptions: The Agency may exempt from layoff:

- a) Any nurse required in order for the program to remain in compliance with, and reimbursable under, any law, regulation or contract;
- b) Any nurse with special job-related skills or other bona fide occupation qualification (BFOQ) reasonably necessary to the essence of the business or to meet the needs of a population which would not otherwise be served; or
- c) Any nurse whose layoff would result in a loss of a contract to the Agency.

This exemption section shall not be arbitrarily applied.

### Section 24.8

Transfer within Program: When a layoff is scheduled to occur, if a position is open within another Geographic Area the Agency will seek a volunteer for transfer to that position. If there are no volunteers, the Agency may transfer a nurse subject to layoff from one Geographic Area to an open position in another Geographic Area as long as the position the nurse is being transferred to has:

- a. The same compensation;
- b. The same or similar hours of work;

- c. The same or similar job duties and skills used; and
- d. A commute for the nurse which is not greater than twelve (12) miles more than the nurse's current commute.

Any such transfers will be done in reverse order of Bargaining Unit Seniority.

#### Section 24.9

Transfer outside Program: A nurse designated for layoff pursuant to this Article may transfer into any then open position, regardless of location within the Agency, for which the nurse is then qualified and capable of performing at the compensation and benefits applicable to such position. Such transferring nurse shall retain seniority in the HomeCare Program bargaining unit and eligibility for recall as described in this Article. Nurses who have been laid off or who are subject to layoff will be given preference for any open nursing positions in the Agency. When more than one nurse has been laid off, eligible and qualified nurses who request transfer shall be offered such transfers in order of Bargaining Unit Seniority.

#### Section 24.10

Bumping: When a nurse is laid off and there are no open positions within the other Geographic Area, the nurse shall be given the option of transferring to a filled position with the same job title within the other Geographic Area. The position which the nurse shall have the option of fill is that of the nurse who has the least seniority, by Bargaining Unit seniority, provided that such seniority is less than that of the laid-off nurse. This option may only be exercised at time of lay-off. A nurse who accepts an open position or bumps into a filled position may choose to remain on the recall list.

#### Section 24.11

Recall Period: A nurse affected by this Article will retain recall rights for up to eighteen (18) months.

#### Section 24.12

Notice of Recall: During the Recall Period, notice of recall shall be sent by the Agency to the nurse's last known address on the Agency's

records and to the Union office. The Agency shall provide the Union with an up-to-date list of laid-off nurses quarterly. Notices of open positions within the Agency for which the nurse has expressed interest to the Agency's Director of Human Resources shall also be sent to the nurse during the recall period. At time of layoff, the Agency shall inform each laid-off nurse that it is the nurse's responsibility to inform the Human Resources Department of any change in address or contact information.

### Section 24.13

Recall: If a nurse is laid off and the position from which the nurse was laid off is restored, the nurse shall have the right to recall into that position regardless of the nurse's current employment status. If the nurse refuses the recall, the nurse terminates further recall rights. Recalls shall be made on the basis of Bargaining Unit Seniority.

### Section 24.14

Salary and Benefits upon Recall: Nurses who have been employed in the bargaining unit for a minimum of 12 continuous months prior to being laid off and are subsequently recalled shall be entitled to the same benefits and salary for which they were eligible at the time of layoff if those benefits and salary are then in existence and subject to the terms and provisions of such benefit and salary plans and policies. For purposes of layoff, recall, and benefits they shall keep their original start dates indicating Bargaining Unit Seniority and Agency Seniority.

### Section 24.15

New Programs: Whenever the Agency begins to operate a visiting nurse program formerly operated by another organization, the Agency and the Union will bargain the impact.

## **ARTICLE 25**

### **ON-CALL COVERAGE**

#### Section 25.1

Weekend On-Call: All full-time and part-time RN case managers past the probationary period will be placed on a Weekend On-call List. The purpose of the weekend on-call list is to provide an equitable rotation for on-call responsibilities in the absence of the Weekend Charge Nurse due to situations such as, but not limited to, the Weekend Charge Nurse taking sick leave or other leave time or the position being vacant while the Agency is actively conducting a search for a replacement.

#### Section 25.2

Weekday On-Call List: All full-time and part-time RN Case Managers past the probationary period will be placed on a weekday on-call list, running Monday through Thursday. The purpose of the on-call list is to create an equitable rotation for weekday on-call responsibilities. The on-call requirement shall not be for more than two (2) consecutive days.

#### Section 25.3

On-Call Schedule: Weekend on-call shall begin at 5:00 pm on Friday and end at 8:30 am on Monday. Weekday on-call takes place evenings and nights Monday through Thursday and shall begin each evening at 5:00 pm and end the following morning at 8:30 am.

#### Section 25.4

On-Call Substitution: RN Case Managers who are scheduled to be on-call may in accordance with established procedures exchange on-call responsibilities with one another, or substitute for one another, or have a nurse who is not a Case Manager substitute. If the substitute is not an RN, the assigned R.N. Case Manager must remain available for phone call back-up and for visits as needed or arrange for another RN to do so. When on-call schedules are promulgated, a nurse who has been granted leave time will not be scheduled during the approved leave period. Following the promulgation of an on-call schedule, any nurse wishing to take vacation leave, personal leave or

holiday leave during a period when he or she is scheduled to be on-call is responsible for securing a substitute.

Section 25.5

Orientation and Back-up: The Agency is responsible for orienting nurses with less than one year of agency experience to on-call responsibilities. The Agency is also responsible for providing guidance and assistance with on-call problem-solving and triage for nurses with less than one year of agency experience. Bargaining unit nurses will not be assigned to these orientation and back-up duties. Should problems arise outside of any on-call nurse's range of experience, including problems in regions with which the on-call nurse is not familiar, these problems will be triaged and resolved in collaboration with the on-call manager.

Section 25.6

Emergency On-Call. When a nurse who is scheduled to be on call is unable to perform on-call or back-up on-call duties due to unforeseen circumstances such as illness, injury, or family emergency, the Agency will seek, at its discretion, either a willing bargaining unit nurse or a manager to perform on-call or back-up on-call duties.

Section 25.7

Compensation: Compensation for on-call service and for emergency on-call service is as specified in the Wages article. In addition, an on-call nurse who performs a visit will receive mileage reimbursement for any travel involved in that visit.

**ARTICLE 26**  
**HIRING, TRANSFERS, AND PROMOTIONS**

Section 26.1

All new positions or vacancies which the Agency is seeking to fill shall be posted on the Agency's Intranet. In addition, a paper copy of any HomeCare Program vacancy will be posted at the HomeCare Program site. The Intranet home page shall have a link to internal job postings. The Agency shall adhere to all Affirmative Action policies.



Section 26.2

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, experience and qualifications to perform the duties and responsibilities of the position posted. Any decision as to ability, experience and qualifications will be made by agency, whose decision will not be made in an arbitrary, capricious, or discriminatory way.

Section 26.3

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

**ARTICLE 27  
LEAVES**

**Sick Leave**

Section 27.1

Amount Credited: On July 1 each year, each nurse will be credited with 96 hours of sick leave, pro-rated by the nurse's FTE. Notwithstanding the preceding statement, no nurse may accrue more than 720 hours of sick leave, pro-rated by the nurse's FTE.

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

Section 27.2

Use: Sick leave may be used for a nurse's illness, medical and/or dental appointments or for preventative health care measures at the discretion of the nurse. Up to 40 sick leave hours per year may be

used for illness, medical needs or preventative care of a nurse's family members, including a significant other.

If a nurse 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 credited) or to not be paid for the additional sick leave.

### Section 27.3

**Notice:** Nurses will provide at least 24 hours advance notice of the intent to use sick time, when known, such as when used for a scheduled medical appointment. Otherwise, except in an emergency, nurses utilizing sick time must provide notice via a telephone call to the administrator on call by 7:00 a.m. for morning visits and by 3:00 p.m. for afternoon or evening visits. Failure to provide the specified notice may result in discipline.

### Section 27.4

**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**

### Section 27.5

**Bereavement:** A Nurse is entitled to five (5) days leave with pay due to the death of the Nurse's spouse, parent or child. A Nurse is entitled to three (3) days leave with pay due to the death of the Nurse'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. Nurses may be granted additional days as leave without pay or vacation or sick or personal leave at the discretion of the Program Director.

### Section 27.6

Family Crisis: Any Nurse 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. A Nurse 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**

#### Section 27.7

Parenting/Disability Leave: Nurses 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.

#### Section 27.8

Parenting Leave: A Nurse 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 Nurse 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 Nurse had not been on leave. Nurses 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**

### **Section 27.9**

Nurses 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.

### **Section 27.10**

Any Nurse 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.

### **Section 27.11**

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

### **Section 27.12**

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 Nurse and his/her supervisor.

### **Section 27.13**

Benefits are not continued during unpaid leave of absence/sabbatical. Nurses will return to their job at their same salary scale as long as the former position would have existed if the Nurse had not been on leave. Nurses 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 28**  
**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 29**  
**UNION REPRESENTATION**

Nurses are entitled to request Union Representation in any investigative interview the Nurse reasonably believes could lead to discipline of that Nurse. If denied Union representation by the Agency at such investigative interview, the Nurse may choose not to participate. The Nurse 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 Nurse who is the subject of the investigative interview may consult with his or her Union representative.

**ARTICLE 30**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Section 30.1

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 Agency and nurses pertaining to any matter of wages, hours, and working conditions, or any dispute between the Agency and the nurses involving interpretation or application of this Agreement.

Section 30.2

The parties intend that most problems will be discussed and resolved between the nurse, the steward, and the nurse'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 — Within twenty-one (21) calendar days from the occurrence of the action being disputed, or 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 nurse's immediate supervisor. The written grievance shall contain a detailed explanation of the factual basis for the grievance as well as state the contract article(s) alleged to have been violated.

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, nurse, 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.

Step 2: If the grievance is not settled in Step 1, then the written grievance, the supervisor's response, and the reason for non-acceptance of the response shall be referred in writing within five (5) of the nurse's working days for economic and disciplinary matters and ten (10) of his/her working days for other matters to the Program Director by the steward. No later than five (5) of the Program Director's working days after the written grievance has been submitted to the Program Director, he/she or his/her designee shall meet to discuss the grievance with the nurse and the union steward and union representative. The Program 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 nurse's working days for economic and disciplinary matters and ten (10) of his/her working days for other matters be referred to the Vice President of Clinical Services, the Chief Executive Officer or their designee. Within no more than five (5) of the VP's, the CEO's or their designee's working

days after the receipt of the written grievance, there shall be a meeting with the nurse and the union steward and the union representative to discuss the grievance. The VP, the CEO or their designee shall give an 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 Agency's or Union's answer in the last step of the grievance procedure, submit said dispute or grievance to arbitration.

### Section 30.3

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. If a request for arbitration is submitted pursuant to this Article, the Parties shall submit the matter to one of the arbitrators on a rotating basis: from an agreed upon panel as specified in a Side Letter to this agreement. The arbitration shall be conducted pursuant to the Labor Arbitration Rules of the American Arbitration Association.

### Section 30.4

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 authority of the arbitrator shall be limited to the express provisions of this Agreement and as to questions of contractual rights to the question(s) submitted; and as to statutory rights the arbitrator shall apply appropriate law, including statutes of limitations and legal remedies.

### Section 30.5

All time limits in each step of this procedure may be extended or shortened by mutual Agreement by the parties, in writing.

## **ARTICLE 31 INSURANCE**

### Section 31.1

#### Health:

1. Under the terms of group plans as provided by the employer:
  - a. For a Single plan, the Agency will contribute 90% of the cost of the premium of the least expensive Single plan offered;
  - 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 nurses who work at least half-time and it will be pro-rated in accordance with the nurse'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, 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.

### Section 31.2

Dental: A dental plan is available to nurses at their own expense (deducted bi-weekly from nurse's pay). Once enrolled, a nurse must remain on the plan for a minimum of one year.

### Section 31.3

Life: Life insurance, in the amount of one year's salary, is available to nurses at the Agency's expense. Nurses may have the option to purchase additional insurance at their own expense (deducted bi-weekly from the nurse's pay).

### Section 31.4

Short Term Disability: The Agency does not provide short term disability insurance to nurses. 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 Leaves Article for further information.)

### Section 31.5

Long Term Disability: The Agency provides long term disability insurance. Nurses 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 nurses 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 nurses who are disabled for at least three months will be paid 60 percent of the nurse's pre-disability salary through a group disability insurance policy. All full-time nurses 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 nurse 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 nurses, without exception.

## **ARTICLE 32 PERSONAL LEAVE**

1. Twenty four (24) personal hours, pro-rated by the Nurse's full-time equivalent base hours, will be credited to each Nurse 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 days may be taken for any reason. Except in an emergency, nurses shall provide at least 24 hours notice of their

intent to utilize personal leave. Notice shall be given via a telephone call to the administrator on-call.

4. 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 33 VACATION**

### Section 33.1

Crediting of vacation time. On July 1, 2014 and on each subsequent July 1 during the term of this Agreement, vacation leave pro-rated according to each nurse's full-time equivalent hours shall be credited to each nurse as outlined below according to the nurse's length-of-service as of that date. Any nurse whose FTE changes during the year will have the number of credited vacation leave hours adjusted accordingly.

<b>Length of Service as of July 1</b>	<b>Days Credited Per FTE</b>	<b>Hours Credited Per FTE</b>
Less than one year	15 days	120 hours
One to less than three years	17 days	136 hours
Three to less than four years	20 days	160 hours
Four to less than six years	23 days	184 hours
Six to less than ten years	25 days	200 hours
Ten years or more	26 days	208 hours

### Section 33.2

No vacation leave will be accrued or credited during the first six months of a nurse's tenure as a regular, permanent nurse of the Agency. Accordingly, nurses may not take any vacation leave during that period and any nurse who leaves the employment of the Agency during that period shall not receive any vacation leave pay upon termination. However, if at time of hire a nurse requests vacation leave due to prior plans made within that six-month period, the Agency may, at its discretion, grant the nurse an advance of vacation leave.

### Section 33.3

As of the first pay period beginning on or after a new nurse's six-month anniversary date, the nurse will be credited with 120 hours of vacation leave, pro-rated by both the nurse's FTE and the amount of time between the nurse's date of hire and the end of the fiscal year. At that point in time, 60 hours of vacation leave, pro-rated by the nurse's FTE, will be considered accrued. For example, a full-time nurse hired on October 1 will be credited with 90 hours of vacation leave on or about April 1, with 60 hours accrued and the remaining 30 hours not yet accrued. Similarly, a half-time nurse hired on October 1 will be credited with 45 hours of vacation leave on or about April 1 with 30 of those hours accrued. Any nurse whose FTE changes during the year will have the number of credited vacation leave hours adjusted accordingly.

### Section 33.4

Vacation time requests. 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 nurses and that of the Agency.

### Section 33.5

Requests for vacations of four (4) 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 (5) 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.

### Section 33.6

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, a Nurse 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).

Section 33.7

Carry-over of vacation time. All credited vacation leave must be taken by June 30 each year or be forfeited, except that Nurses may carry over vacation leave as outlined below according to their length-of-service and full-time equivalency on June 30.

<b>Length of Service on June 30</b>	<b>Carry-over Days Allowed per FTE</b>	<b>Carry-over Hours Allowed per FTE</b>
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

Section 33.8

If a nurse has submitted a timely request prior to May 15 to utilize vacation leave prior to June 30 and has been denied due to operational needs, 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 written approval of the supervisor.

Section 33.9

Upon termination of employment with the Agency:

- Nurses who have used more vacation leave than they have accrued will reimburse the Agency for the excess vacation leave used. Nurses will have the option of arranging a payment plan

allowing them to reimburse the Agency over a three-month period

- Nurses 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 nurse in a lump sum payment at time of termination.

## **ARTICLE 34 HOLIDAYS**

### Section 34.1.

Holidays. Full-time Nurses shall be given thirteen (13) paid 8-hour holidays annually (listed below). Part-time Nurses have pro-rated hours based upon their FTE as in all other benefits. 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 Day
- and one "floating" holiday to be taken at any time.

### Section 34.2.

Covering holidays. Each RN Case Manager shall be required to sign up for and work on one of the following four (4) holiday days: New Year's day, Independence Day, Thanksgiving day, and Christmas day. In addition, each RN Case Manager shall be required to sign up for and work on two of the remaining eight holidays (excluding the

floating holiday). Each Visit Nurse shall be required to sign up for and work on two (2) of the twelve (12) listed holidays (excluding the “floating” holiday). Nurses will be given the opportunity to sign up for holidays in accordance with procedures currently in effect. The parties may mutually agree to different sign-up procedures in the future. If there are insufficient volunteers among the Case Managers and Visit Nurses to cover visits for a holiday shift, assignments of shifts may be made by the Agency. Procedures for assigning holidays shall provide an equitable rotation and include a seniority preference. Nurses who have had time off approved prior to sign-ups will not be assigned holidays that occur during their approved time off.

### Section 34.3

Compensation: Compensation for working on holidays is as specified in the Wages article.

### Section 34.4

All rules applying to holidays shall be in effect on the actual date of the holiday regardless of when the legal observance takes place. For example, the Christmas Day holiday shall always be on December 25 even if that date falls on a weekend and the legal observance is on either the preceding Friday or the following Monday. In this example, that Friday or Monday shall be a regular workday.

### Section 34.5

Compensatory time off. Compensatory holiday leave is to be scheduled with the agreement of the supervisor within sixty (60) days. It is the nurse’s responsibility to request compensatory holiday leave in a timely way with the understanding that operational need may preclude the nurse’s initial request(s) for time off and necessitate subsequent request(s). When an Nurse makes a timely request within the sixty-day period to use compensatory holiday leave and is denied, the nurse 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 nurse makes a timely request that is denied due to operational need, the supervisor will inform the nurse within five (5) days of the date the nurse will utilize the holiday leave. The nurse

may choose to instead receive straight time pay for the unused hours.

Section 34.5

At termination. Upon termination nurses will be reimbursed for all holiday time earned but not used.

**ARTICLE 35  
WEATHER DAYS**

As the positions that are covered by this Agreement are part of a program providing essential services, all nurses are expected to work their scheduled hours. If, due to the weather conditions, a nurse expects to be late for work or does not believe that he/she can make it to the program, the nurse has the responsibility of notifying Administrator on call via a telephone call by 7:00 am for morning visits and by 3:00 pm for afternoon or evening visits.. Any work time missed due to weather conditions will either be rescheduled by the nurse with supervisory approval during the same work week or be taken as Personal Leave, Holiday Leave, or Vacation Leave. The Agency reserves the right to ask any nurse who is capable of reaching the program to report to work.

**ARTICLE 36  
JURY DUTY**

Section 36.1

A Case Manager who has been involuntarily summoned to and reports to jury duty shall be compensated by the Agency for the first five (5) days of such jury service for the hours which would have normally been paid to the Case Manager, computed at the Case Manager's normal rate of pay.

Section 36.2

Upon receipt of Proof of Juror Service, the Case Manager shall provide the Agency with a copy of same.



**ARTICLE 37**  
**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 38**  
**TRAVEL AND CELL PHONE REIMBURSEMENT**

Section 38.1

If a Nurse 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.

Section 38.2

If the Nurse upgrades the Nurse’s automobile insurance to “business use” insurance the Agency will reimburse the Nurse for the additional cost of that insurance.

Section 38.3

As of the first pay period following ratification, automobile travel in the course of the Nurse's work shall be reimbursed at \$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 increases 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 increased to the same rate.

#### Section 38.4

If damage is caused to a Nurse's personal automobile as a result of client action, either because a client directly damaged the automobile or was the cause of an accident, ServiceNet will reimburse the Nurse for any costs not covered by the Nurse's insurance (e.g. a deductible on collision insurance).

#### Section 38.5

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.

#### Section 38.6

Cell Phones Full-time nurses will be reimbursed \$20.00 per month, prorated for part-time, for use of their personal cell phones. Nurses must submit a monthly expense report to receive reimbursement. The Agency may issue cell phones in lieu of reimbursement.

### **ARTICLE 39 TAX-SHELTERED RETIREMENT PLAN**

The Agency shall maintain a 403(b) plan. Upon employment, any nurse may enroll in and make contributions to the plan through payroll deduction. The nurse 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 of the current plan for non-union-represented staff. Effective with the pay date of January 10, 2014, the Agency contribution shall be made on a one-to-one basis for a nurse's contribution of up to four percent (4.00%). 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%; 3 years - 60% vested; 4 years - 80% vested; 5 years - 100% vested. Each nurse's own contributions are always 100% vested.

## **ARTICLE 40 HEALTH AND SAFETY**

### Section 40.1

The Agency shall maintain appropriate protocols to deal with situations when nurses are exposed to communicable diseases.

### Section 40.2

In accordance with Center for Disease Control recommendations, nurses will be encouraged to receive an annual flu vaccine. The Agency will reimburse and/or make available flu vaccination each year to those who choose to receive the vaccine.

### Section 40.3

When a nurse experiences direct acts or threats of violence or any other unsafe working conditions, the nurse will immediately notify his or her supervisor and, when required, file an incident report. Any reported situation of this nature will be reviewed and remedied before the next scheduled visit. The client's case manager, the nurse involved (if different), and the supervisor will develop a plan to remedy the reported situation. Potential measures include but are not limited to: having two nurses conduct visits, having a nurse escorted to the visit, contracting with a client, or client discharge.

In addition, the nurse will note safety concerns in the clinical record. Program management will ensure that all nurses who may provide care to the client are alerted to unsafe conditions and what

precautions should be taken. The Agency will provide nurses with work assignments free from recognized hazard likely to cause physical harm and will eliminate feasibly preventable hazards

**ARTICLE 41  
HUMAN RIGHTS**

Nurses 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 42  
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 43  
NO STRIKE**

Section 43.1

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 nurses 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.

Section 43.2

In addition, there shall not 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.

Section 43.3

Any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under the Grievance and Arbitration article of this Agreement. UAW 2322

**ARTICLE 44**  
**RESPONSIBILITIES OF MANAGEMENT**

Section 44.1

Management rights shall include 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 reasonable 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 44.2

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 44.3

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 45  
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.

**ARTICLE 46  
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 47**  
**DURATION**

Section 47.1

This Agreement shall become effective April 26, 2014 except as otherwise specifically provided for herein and shall remain in full force and effect until December 31, 2016. 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, except as otherwise specifically provided for herein, 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.

Section 47.2

The Agency and the Union shall begin negotiations on a successor to this Agreement between October 1, 2016 and October 31, 2016.

**UAW Local 2322**

J. Brooks Ballenger  
Michele Hunting  
Shirley Markham  
Maya Janson

**ServiceNet, Inc.**

Bruce Barshefsky

[signatures of file]

**SIDE LETTER**

The Agency will make a good faith effort to provide electronic notice to all nurses of expiring holidays approximately fifteen (15) days prior to each holiday's initial sixty- (60-) day expiration date. The provisions of this paragraph shall not be subject to the grievance and arbitration proceedings stated herein. The use of an electronic timesheet that provides notice of holidays accrued but unused shall be deemed as complying with this side letter.

**UAW Local 2322**

J. Brooks Ballenger  
Michele Hunting

**ServiceNet, Inc.**

Bruce Barshefsky

[signatures of file]