

AGREEMENT
BETWEEN
CUTCHINS PROGRAMS FOR CHILDREN AND FAMILIES, INC.
AND
LOCAL 2322, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA



Residential Unit
Contract: July 1, 2019 – June 30, 2022

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,

Anais Surkin

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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AGREEMENT

This Agreement, entered into this 1st day of July, 2019, by and between the Cutchins Programs for Children and Families, Inc. (hereinafter referred to as the “Cutchins” or “Employer” or “Agency”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“UAW”) and its Local 2322 (“UAW”), (hereinafter referred to as the “Union”).

Article 1: Recognition

1.1 Bargaining Unit. Cutchins Programs for Children and Families, Inc. (CP), hereinafter referred to as the Employer, recognizes Local 2322, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and other terms and conditions of employment for regular full-time, part-time and regular Family Support Counselors, Senior Family Support Counselors, Day Family Support Counselors Senior Day Family Support Counselors, Overnight Family Support Counselors and Senior Overnight Family Support Counselors employed by the Employer at (a) its NCCF campus in Northampton MA. Including three (3) group homes, and its Three Rivers Campus including the residential treatment program. Changes in location, name or client populations will not affect said recognition. All other persons employed by the Employer are excluded from the bargaining unit and this Agreement.

1.2 Definitions. The terms "employee" and "employees," as used hereinafter in this Agreement, refer to only such persons who are within the bargaining unit as described above. The terms "regular full-time employee" shall refer to an employee who is regularly and normally scheduled to work forty (40) hours per week. The term "regular part-time employee" shall refer to any employee who regularly and normally is scheduled to work less than forty (40) hours per week. There are no pro-rated benefits offered to employees who work less than 16 hours/week.

1.3 Limited Part-Time, Substitute, Temporary and Student Employees. CP shall not be restricted in its discretion from employing limited part-time employees, temporary employees, substitute employees, or students. The term "temporary employee" shall refer to any employee who is hired to fill the complete number of hours per week a regular full-time or regular part-time employee is scheduled to work, for special projects, or to fill in for employees on leave or vacation, or to fill a vacancy where there is an unfilled position. The term "substitute" refers to an employee who is employed on a day to day basis. If an individual works as a temporary employee in a position covered under this Agreement for more than three (3) consecutive months, they shall accrue benefits beginning the fourth (4th) month equal to those of employees covered by this Agreement; they shall also be required to comply with Article 3 of this Agreement (Union Security) beginning their fourth (4th) month of employment. CP shall not be restricted in its discretion from employing student interns or work-study

students, except that such employment shall not replace bargaining unit positions. If a student intern or work-study student is hired as a regular full- or part-time employee, they shall be covered by the terms of this Agreement.

1.4 Definitions

“Campus” shall refer to NCCF or Three Rivers.

“Shift” shall generally refer to time of day (day, evening, or overnight) or end of week (Sunday to Wednesday or Wednesday to Saturday).

“Treatment Team” shall refer to all positions that are designed to focus on a particular category of client. For example, a Treatment Team’s primary focus could be based on age, gender, or diagnosis.

Article 2: Expansion of Services

If Cutchins Programs adds any further units for residential services, all Family Support Counselors, Senior Family Support Counselors, or similarly titled direct care positions in such units shall be covered by this Agreement, provided that a majority of those employees in the new residential services designate the Union as their collective bargaining agent through the submission of individually signed union authorization cards. Cards will be assessed for majority status by a mutually agreeable neutral third-party once a full complement of employees in the new unit has been hired.

Article 3: Union Security

3.1 (a) All employees covered under this Agreement who are not members of the Union shall on or before thirty (30) days following the effective date of this Agreement or the date of execution of this Agreement or the beginning of their employment, whichever is the latest, pay to the Union an agency fee equal to the regular Union dues and shall thereafter continue to pay such fee as a condition of continued employment.

3.1 (b) The Union shall indemnify, defend, and save Cutchins Programs harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by Cutchins Programs for the purpose of complying with this article.

Article 4: Dues Deduction

4.1 Cutchins Programs agrees that it will deduct per pay period the initiation fee and/or dues or agency fee from the wages of those employees covered by this Agreement who voluntarily authorize Cutchins Programs to make such deductions on a proper authorization form. Such authorization may be revoked by the employee in accordance with the terms of the authorization card. The initiation fee and/or dues or agency fee so deducted will be remitted monthly to the designated Union official together with the names of the employees from whose wages such deductions have been made. Cutchins Programs shall not make deductions and shall not be responsible for remittance to the Union of the initiation fee and/or dues or agency fee for any pay period during which the employee has no earnings. The Union shall certify the amount of the initiation fee and dues or agency fee to Cutchins Programs in writing.

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

4.3 Cutchins Programs will send to the Union a monthly list of any new employee; including name, mailing address, email if provided, phone number, date of hire, site, title, pay rate, hours worked, wages subject to dues, initiation fees paid, dues submitted, notes (for any over/underpayment for members with no payment that week and their status – LOA, FMLA, Workers Comp). The list will also include any terminated employees.

Article 5: Remittance of Deductions

5.1 Collection. Cutchins Programs agrees that it will deduct certain specified amounts each pay period from the wages of those employees covered by this Agreement, who shall have given CP written authorization to make such deductions in a form which is acceptable to CP. The amounts so deducted will be remitted after each payroll to a bank or financial institution mutually agreed upon by CP and those employees covered by this Agreement. CP shall not make deductions and shall not be responsible for remittance to the bank or financial institution of deductions from an employee's wages for any pay period during which the employee has no

earnings or during which the employee's earnings are less than the amount authorized for deduction.

5.2 Indemnification. Cutchins Programs assumes no obligation, financial or otherwise, arising out of the provisions of this article. Once CP remits the withheld funds to the designated bank or financial institution, their disposition thereafter shall be the sole and exclusive responsibility of the employee and the bank or financial institution.

Article 6: Stewards

Cutchins Programs agrees to recognize three (3) Stewards on the Northampton campus and two (2) Stewards at the Springfield campus, duly elected by and acting as agents of the Union, who are authorized to receive complaints and process grievances through the grievance procedure during the Steward's normal working hours without loss of pay, provided that the Stewards first obtain the permission of their supervising Manager to be away from their normal duties. Permission to carry out such activities shall be subject to operating requirements but shall not be unreasonably withheld. Such duties of the Stewards shall not unreasonably interfere with Cutchins Programs operations. The Union shall provide CP with a written statement designating such Stewards and shall update such written statement whenever any changes shall occur. CP will provide copies of all written communications to the relevant campus Steward and the Union Organizer. The Stewards are each entitled to a total of five (5) days off without pay per year for Union business not at the Agency.

Upon Union request, within thirty (30) days following a new employee's start date, the Union Steward(s) will be given a thirty (30) minute period to meet with the new employee for purposes of providing introductory information about the Union. This 30-minute period may be taken from the employees' supervision time or other scheduled work time subject to the availability of adequate and balanced staffing.

Article 7: Weingarten Rights

If an Employee reasonably believes that an investigatory meeting with a Manager or external investigator could result in discipline or a change in working conditions, the employee has the right to request the presence of a Union Representative or Steward at the meeting. The employee will not be punished or retaliated against in any way for making such request.

Article 8: Visitation

A duly authorized representative of the Union will have reasonable access to Cutchins Programs' premises during the normal working hours of the employees covered by this Agreement for the purposes of conferring with authorized representatives of Cutchins Program or with the Union Steward and/or employees in connection with the administration of this Agreement or other human services oriented business as it relates to the specific operation of Cutchins Program. Such visits with the Union's Steward and/or employees shall not interfere with the operations of Cutchins Program. Whenever possible such Union representative shall give advance notification of such visits and will arrange to visit during normal working hours (Monday - Friday, 9:00 a.m. - 5:00 p.m.). In any event, upon arrival, said Union representative shall notify the Cutchins Program Chief Executive Officer or their designated representative of their presence. Cutchins Program will make available upon request a space for the Union representative to visit with the Union Steward and/or employees.

Article 9: Bulletin Boards

Cutchins Program will make space available to the Union for a bulletin board in the staff room of each residence, provided that the use of such boards shall be restricted to the posting of Union notices of meetings, social events and official business affairs of the Union. The Union Board is for Union business; Cutchins management will not post on the Union Board.

Article 10: Union Meetings

Union membership meetings may be held at the agency once a month to discuss work related topics. Stewards may hold a Union meeting during staff meeting; usually this meeting will not be longer than ½ hour. The UAW Local 2322 Representative may attend this Union meeting subject to prior arrangement with and in the place designated by the Chief Executive Officer or their designee. Such meetings shall not interfere with agency's operations. The Union meeting schedule will be posted on the Union Board by the Steward.

Article 11: Labor/Management Committee

For the general purpose of facilitating helpful Labor/Management relations, two core groups, one at each of the two sites, consisting of the Local Union Representative, the Program Director, The Human Resources Representative, the Stewards and interested union membership, the Milieu Coordinator (in Northampton), and the Residential Director (in Springfield) will meet every six to eight (6-8) weeks at each site. These meetings may be held before or after the Stewards' regular working hours or during their normal working hours if operations allow. The L/M Committee agrees to set a schedule of L/M meetings as long as there is an agenda provided at least two (2) business days prior to the meeting. In addition to other topics, the agenda will have standard categories for each meeting, including but not limited to Communication, Policy Updates, Staffing Updates. (some policy changes are regulatory and must be initiated immediately, however Cutchins will strive to discuss beforehand when feasible).

If any interested union member, would like to attend a L/M, they may be released from their schedule if operations and staffing ratios allow. If either party needs to cancel, they will give as much advance notice as possible.

Labor/Management meetings may occur more often than every other month at either campus if the group agrees there is a particular issue to discuss. Additionally, at the request of either the Chief Executive Officer or the Union, both core groups will meet together on issues that affect both sites.

Article 12: Special Board of Directors Meetings

The Union Committee may request a meeting with representatives of the Board of Directors to discuss matters of agency wide importance (e.g., major organizational reorganization, major financial matters, significant changes in program philosophy and/or goals, etc.). These meetings shall be convened on an as needed basis at the request of either the Board of Directors or any member of the Union Committee. No reasonable request for a meeting shall be denied. All proposals and recommendations made by the Board or the Union shall be seriously considered but in no way be binding.

Article 13: Management Rights

All management rights, functions, and authority of Cutchins Programs are retained by CP, except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. No such rights or authority shall be deemed abridged, waived or modified unless the waiver or modification is in writing and signed by Cutchins Programs. Cutchins Programs shall exercise all the authority, rights and powers it has or may hereafter assume without such exercise being made the subject of the grievance provisions of this Agreement.

Article 14: Discipline and Discharge

14.1 Cutchins Programs shall maintain its rights and authority to discipline or discharge employees covered by this Agreement. The need to maintain high standards of care and safety for its client population shall guide the Agency in the establishment of its "Standards, Ethics, and Rules for Employees of the Agency". Neither disciplinary action nor discharging of employees will take place except for just cause.

14.2 A copy of disciplinary action will be sent to the Union representative. A copy may also be sent to the Union Steward at the employee's option.

14.3 If a notice of verbal discipline or letter of discipline is modified or rescinded, CP agrees to remove the prior version from the employee's personnel file. A separate record will be kept of the history of discipline by Cutchins. If an employee receives no discipline for eighteen (18) months, any prior disciplinary notices will be removed from their personnel file, except for discipline pertaining to gross misconduct or serious safety violations.

14.4 Cutchins will endeavor to issue discipline within a reasonable period of time following management's awareness of the underlying incident or conduct that gives rise to the disciplinary action. The parties acknowledge, however, that discipline may in some instances be delayed by good faith factors such as delays attendant to an internal or external investigation process, new information coming to light, or by employee or supervisory absence.

Article 15: Personnel References

Only the Chief Executive Officer is authorized to issue letters of reference or provide telephone reference checks for current or former employees. If no written release is provided to the Agency, the Agency will only provide (1) the employee's date of hire, (2) job title, and (3) date of separation. Written releases will be required for any other information, evaluation or opinion to be released. The Chief Executive Officer may authorize other staff in management positions to write letters of reference or provide telephone references, but this is to occur only if (1) there is a written release, on file at the Agency, and (2) there has been explicit authorization to the manager to provide the reference by the Chief Executive Officer.

Article 16: Background Records Check Policy

Cutchins Programs is committed to the protection of all persons who are associated with Cutchins including clients, staff, volunteers, interns, and guests. As required by the Department of Early Education & Care and the Department of Elementary and Secondary Education, Cutchins Programs shall conduct criminal background checks of all employees, interns, volunteers and contractors (hereafter referred to generally as “candidates”) regularly providing care or support services with the potential for unsupervised contact with children in our programs. Candidates will not be allowed to work unsupervised with children until the results of the background check are known. Continued employment is contingent on this clearance and a background record check shall be performed on all individuals’ subject to this record check every three (3) years following the initial check or as frequent as required by law or our funders. Employees are required to complete the fingerprint process (i.e. finger to glass), within two (2) weeks from the date of the letter. Please note that other job positions may be subject to a Massachusetts Criminal Offender Record Information (CORI) check as required by applicable law or our funders.

Cutchins Program will carry out this requirement in a fair, consistent and non-discriminatory manner, complying with applicable state and federal laws.

Article 17: Dignity & Respect

Dignity and Respect: All bargaining unit employees and management /supervisors are to be treated with dignity and mutual respect at all times. Any alleged violations of the provisions of this Article may be grieved pursuant to the grievance procedure set forth at Article 52; however, the final step shall be at Step III. The Step III response shall be final and binding.

Article 18: Job Descriptions

18.1 At the time an employee is hired, they shall be provided with a job description for the position for which they are hired. Each job description shall convey the essential duties, responsibilities and requirements of the position. Given the nature of the Agency's mission, the Agency and the employees covered by this Agreement recognize and support the need for each employee to remain flexible and responsive to the needs of the client population served. A copy of the job description for each position in the bargaining unit shall be appended to this Agreement.

18.2 New Union category or Position. A job description for any new category in the bargaining unit, where there is not an existing job description, will be prepared by management and submitted to the Union Committee for their review. The Union will be invited to submit written comments and alternative recommendations on the proposed new job description. In the event that there is significant disagreement between the job description developed by management and the Union Committee's recommendations, the Chief Executive Officer shall convene a meeting for the purpose of hearing all viewpoints before the Chief Executive officer makes a decision on the final job description. Upon the establishment of the job description for the new job category, Cutchins Program and the Union shall meet to establish the base wage for the new job category.

18.3 Changes in Job description. If there are to be any changes in the existing job description for those positions covered under this Agreement, the Chief Executive Officer, or designee, shall notify the Union Steward, in writing, and the Union shall be invited to submit written comments and alternative recommendations on the proposed changes to the Chief Executive Officer or designee, within seven (7) calendar days. The Union shall also be invited to submit comments as to wage changes indicated, if any, for the proposed changes in the job descriptions. In the event that there

is significant disagreement between the proposed job description and the Union Committee's recommendations, the Chief Executive Officer shall convene a meeting for the purpose of hearing all viewpoints before the Chief Executive Officer makes a decision on the final job description.

18.4 Temporary Assignment. In the event that an employee covered under this Agreement as a Family Support Counselor is temporarily assigned the job responsibilities of Senior Family Support Counselor position or the Night Sr. FSC (at TRV for a period of one (1) consecutive week (during which period the Employee has undertaken the full duties of the position), this shall be considered as a temporary change in the employee's job assignment. The employee shall have their wages increased by 10% or receive the base wage of the higher paying position, whichever is greater. At Three Rivers, an employee temporarily assigned to a Senior Overnight Counselor role shall have their wages increased by 5%. The temporary salary adjustment will go into effect retroactively to the date the employee is assigned the higher paying position (i.e., from the day the employee first begins working in such position) and will end when the employee resumes their regular job responsibilities. Employees and CP share the responsibility for ensuring that all paperwork is completed accurately and handed in timely, so that the fiscal office can process for payroll.

18.5 Human Rights Officer, Shift Leader, and Activities Planner. When there is a need for a Human Rights Officer, Cutchins Management will offer staff the opportunity to apply to undertake those duties. There is an expectation that the Human Rights Officer may be asked to perform overtime duties.

When there is a need for an Activities Planner at Three Rivers, or Day or Overnight Shift Leaders on the Northampton Campus, Cutchins Management will offer staff the opportunity to apply to undertake these additional duties with a paid annual stipend of \$1,500.00, which will be prorated for the time worked in the position. The Activities Planner and Shift Leader positions will be posted every two years. CP recognizes that the positions entail additional responsibilities and the ability to perform these responsibilities will be evaluated on their own merit and are separate from the responsibilities outlined in the employee's job descriptions.

The Program Director will make the hiring decisions, including consultation from Residential Family Support Counselor(s) who work most closely with the treatment team(s).

18.6 MAPS. CP agrees to make available written policies, procedures, and expectations for MAPS. This location will be accessible to all residential staff on the NCCF campus. Any tests required are on paid time, including mileage and travel time.

CP agrees to fully pay for the cost of taking the initial MAP test one (1) time for each employee. Based on the circumstances CP may at its discretion pay for more than one initial MAP testing. The cost of recertification testing will be paid by CP unless the Employee fails to show up for the recertification test and the reason for such failure is not that CP requested the Employee to work instead. CP may at its discretion choose to pay for the cost of recertification testing when an employee fails to show up for the test for a different reason.

CP will continue make available a MAP consultant for the Northampton campus.

18.7 Client:Staff Ratios. CP agrees to make client: staff ratios on each campus available to staff. When and if these ratios change, the posting will be updated to reflect the new information.

As of the date of signed CBA (2019), the current staff:client ratios are as follows:

1. NCCF: 3:1 during all awake hours; Two (2) staff during overnight hours, regardless of the number of youth (up to 7)
2. TRV: During School Hours- 3:1; During Out of School Hours- 2:1; Overnight-4:1

Article 19: Supervision and Evaluations

19.1 CP agrees to continue to offer all employees, including the overnight shift employees, regularly scheduled individual supervision opportunities.

19.2 The evaluation of an employee's job performance is a continuous process, which is intended to be a method of increasing an employee's competence and their effectiveness.

(a) One month prior to the conclusion of a new employee's provisional period (initial ninety (90) days of employment), the employee shall be evaluated in written form by their supervisor. This evaluation shall be completed no later than thirty (30) days following the employee's

completion of their provisional period. A copy of this evaluation shall be given to the employee for discussion with the supervisor. Employees shall sign the evaluation upon receipt. After receiving the written evaluation employees may respond, in writing, if in disagreement. A copy of this report and the employee's response, if any, will be placed in the employee's personnel file.

(b) After an employee obtains Regular Employee Status, they shall receive a written evaluation by their supervisor during the anniversary month of their employment. In advance of the annual evaluation, the employees will be encouraged to complete a self-evaluation. A self-evaluation form may be provided by the Employer and made available to the Employee at least one-month in advance of the annual evaluation. Time for completing the self-evaluation must be coordinated with the Employee's supervisor and should not exceed a half hour of working time. The self-evaluation process will not delay the timing of Employee evaluations. The employee will receive a copy and share fully in the discussion of the evaluation. Evaluations are intended to be used as a means of developing and clarifying goals to be reviewed during supervision. The employee shall sign the evaluation upon receipt and may respond to the report, in writing, if in disagreement. A copy of this report and the employee's response, if any, will be placed in the employee's personnel file. If an employee desires, they may request two (2) employees, who work on the same campus and treatment team and/or who have directly observed the employee's work, to submit written evaluations of their work. These written evaluations by fellow employees shall be submitted to the supervisor, and Program Director and they shall be placed in the employee's personnel file along with the supervisor's evaluation and the employee's response, if any.

(c) At the time of a Counselor's annual performance evaluation, the Family Support Counselors and Senior Family Support Counselors who are supervised by that supervisor will be invited to submit written comments on an evaluation form provided by the Agency, regarding the job performance of that supervisor, to the supervisor's supervisor. This form will be provided to all Counselors in advance of their annual evaluation and an opportunity for a follow up meeting will be scheduled at a mutually convenient time, if requested.

(d) The annual written evaluations shall remain confidential to the employee and their supervisors and shall be released only with the written consent of the employee or as required by law.

Article 20: Personnel Files

Cutchins Programs shall maintain a personnel file for each employee. Upon an employee's request, during normal business hours, to the Chief Executive Officer, or their designee, Cutchins Program will permit the employee to inspect the contents of their file. Each employee may comment, in writing, upon the contents of their file. Such comments will be included as a part of the personnel file, but inclusion of such comments shall not imply that the employer agrees with the comments. Upon request, made during the Agency's normal business hours, the employee shall be provided with a copy of any material contained within this file. Such copies shall be made available within five (5) business days of the employee's request, in accordance with M.G.L.c 149. Section 52C. All material will remain confidential within the Agency and will be released only with the written permission of the employee or as required by law.

Article 21: Professional Development and Training

It is a primary policy of the Agency to promote and encourage competence in its employees. The parties agree that employee training is important. CP agrees that routine policy related training will be provided in electronic or written form. Clinically rich trainings will be provided in person whenever possible. CP will notify staff about opportunities for related trainings in addition to those already provided. CP is committed to developing a professional development system, which will help to identify trainings that are based on staff's professional development needs and goals. Several modes to this end have been developed:

(A) Training within the Agency

1) Ongoing Training

The Agency will provide a minimum of 24 hours of training per year for those positions covered by this Agreement. The Agency will make a good faith effort to provide all trainings and materials to review during shifts for all employees not scheduled to work when the training occurs. It is not possible to provide all trainings during regularly scheduled hours for all employees covered under this Agreement. The Agency will provide two weeks' advance notice when it is required to change an employee's regularly scheduled hours.

If an employee wants to attend training during hours that the employee is not scheduled to work, the employee must make that request

minimally one (1) week in advance to the employee's immediate supervisor. This will allow the supervisor to modify the employee's schedule and accommodate the request. Employees will work with their supervisor to adjust their normal schedule or be paid overtime if adjustments cannot be made. The Agency will make a good faith effort to post a training schedule that outlines scheduled trainings minimally one (1) month in advance so that staff not scheduled to work during that time may make a request to attend. This training schedule will be posted in the residential offices and on the computer shared drive, accessible to staff during normal working hours.

2) Orientation (De-escalation & Restraint Prevention)

Cutchins Programs will maintain the commitment to certifying new staff in De-escalation & Restraint Prevention and performance before being counted in the ratio. All new staff must pass the twelve (12) hour de-escalation training, attend restraint training, and shadow a full-time employee(s) for a minimum of four (4) hours. While shadowing, new employees will be orientated to safety related materials such as Individual Crisis Management Plans (ICMPs), distress tolerance plans, and safety equipment. In an employee's first year, this orientation training may be considered part of the 24 hours of ongoing annual training, but all ongoing trainings will be offered/available to these employees even if they have already reached 24 hours of training for the year.

In order to support this commitment, the Agency will offer additional compensation to selected Family Support Counselors to provide some portion (the non-physical) of the required training as needed to teach this selected content. For specific teaching assignments, campus management will solicit applications from among those trained and select individuals to undertake the training of staff as needed. These trainings are campus specific.

Family Support Counselors will be compensated for this work at \$3.00/hour over their current hourly wage for time spent training. If training duty requires more than 40 hours in a week, the training staff will receive \$3.00/hour in addition to their overtime pay. However, Management will work with the trainers to minimize the need for use of overtime. The compensation for being trained to become trainers is straight wages (or overtime if needed).

The trainings will be scheduled as needed. Content related specifically to physical technique and physical safety must be certified by an employee with management responsibilities.

3) Other Training

Any staff who is directed or wants to work on a campus other than the one where they did their initial shadowing will first cross-train for a minimum of two hours before being counted in ratio. Employees will be given the opportunity to shadow permanent and experienced staff, be oriented to campus expectations and safety related materials, and read service notes, intake notes, and any policies specific to that program.

4) Home Visits

Cutchins will offer training twice a year training about working with clients and families in the youth's home environment. Staff will receive this training prior to staffing in-home visits. In addition, prior to an employee being asked to staff an in-home visit, Clinical staff or CP management will attend the first in-home meeting, and a home assessment will be created and made available to employees assigned to conduct in-home visits at that location. Cutchins will try to pre-plan all in-home meetings and will take staff input into account when assigning in-home work.

5) CPR/First Aid

Consistent with applicable EEC requirements, Cutchins will provide CPR/First Aid training to all employees whose job requires this certification. All new employees must complete this requirement within thirty 30 days of hire. Employees who need to recertify, must do so within one (1) month prior to the expiration date of their certification. CP will offer hands on CPR training, bi-annually, to any staff who requests it or is asked to attend by their supervisor.

6) Medication and Administration Program (MAP)

Cutchins will provide MAP training to all employees whose job requires this certification. All new employees must complete this requirement within six (6) months of hire. Failure to complete the certification process is a violation of EEC regulations.

(B) Training outside of the Agency

The Agency supports and encourages staff to attend training offered

outside of the on-going in-service training program. The Agency shall post, in a timely fashion, information regarding outside training relevant to residential treatment.

Each employee covered under this Agreement is encouraged to access up to twenty-four (24) hours per fiscal year of Staff Development Leave to attend training events which are held outside of the Agency and which the Program Director determines to be directly relevant to the work of the employee. Under no circumstances shall the Program Director authorize such time if it reduces the effectiveness of the Agency in providing its primary services. The Program Director may approve additional Staff Development Leave (beyond twenty-four (24) hours/year) when attendance at a training or conference is directly related to the individual staff person's work in the judgment of the Program Director.

When an employee requests permission from their Manager or the Program Director to participate in a training program, course, conference, etc., which is on a subject matter which the Manager or Program Director determines not to be directly related to the employee's work at the Agency, the Manager is authorized to re-arrange the employee's weekly work schedule so that participation in such an event is possible, without causing the employee to work overtime. Such re-arrangement in the employee's work hours will be made as long as the new work scheduled does not reduce the effectiveness of the program in providing its primary services, does not require the Agency to hire a substitute worker, and/or does not result in the employee missing regularly scheduled meetings.

C) Tuition Reimbursement

The Agency supports the continuing education of its staff. Each fiscal year, the Agency will allocate one thousand dollars (\$1,000.00) to a budgeted line item for a tuition reimbursement fund for those employees covered under this Agreement. The Agency will post a memo stating this benefit at the beginning of August and will provide additional information upon request. Staff is required to submit a written request to the Chief Executive Officer, or designee, in advance of taking a course for which they are seeking reimbursement. This fund will be distributed through the creation of five (5), two hundred dollars (\$200.00) allotments to be awarded to the first five (5) eligible bargaining unit members who apply for it in each fiscal year. The

appropriate Steward will be notified in writing of any award or denial.

At the end of each fiscal year, if this fund has not been fully expended, the remaining balance will be distributed among those employees who are still employed at the Agency and who received Tuition Reimbursement allotments during that fiscal year and whose documented costs for approved tuition reimbursement exceeded the \$200.00 allotment. The total maximum amount each employee may receive cannot exceed the documented expenses for the approved tuition reimbursement.

The following procedures apply to tuition reimbursement:

1. Eligible employees must have completed one (1) full year of service at the Agency in order to be eligible.
2. Employees must receive approval from their manager and the Chief Executive Officer prior to enrolling in the course. Approval will only be given for courses, which are judged to be job-related.
3. Employees must provide written proof of receiving a grade of C or better and present a receipt for tuition payment to the Chief Executive Officer in order to receive payment.
4. Employees who receive tuition reimbursement are required to continue employment at the Agency for at least six (6) months following receipt of payment. If an employee leaves the employ of the Agency prior to the completion of this six-month period, the employee will be required to reimburse the Agency for a pro-rated portion of the tuition reimbursement payment.

Cutchins Programs admires and supports staff continuing their education and given the nature of our work, it is necessary to have safe and adequate staffing. Due to this, requests for accommodation to the work schedule in order to attend courses will be considered on a case-by-case basis at the sole discretion of Cutchins programs.

Article 22: Health and Safety

The parties recognize that there are potential risks of workplace violence and injury while working in Residential Programs and they pledge to work cooperatively to identify and seek reasonable ways to reduce those risks, including attending required safety training sessions, provided by CP.

Everyone's safety is a high priority at CP. CP will ensure that required staffing ratios are always maintained.

22.1 Trauma Informed Care. At Cutchins Programs for Children and Families, workplace violence prevention and safety is a high priority and it is part of the Trauma Informed Care Initiative. The workplace violence prevention program includes the following components: effective leadership towards organizational change, worksite analysis, hazard prevention and control, a health and safety training program, record keeping, and program evaluation processes. In addition to the policy, employees are provided access to the Trauma Informed Care and Workplace Violence Prevention Program manual as well as training in the related policies and procedures in order to help the organization meet the workplace violence prevention goals.

22.2 Reporting Safety Breaches. Cutchins Program and the employees covered under this Agreement recognize their respective obligations to continue to maintain, in accordance with applicable local, state and federal laws, the safety and sanitary conditions which are necessary to protect and preserve the health and safety of employees and clients. The Chief Executive Officer, or their designee, shall receive all health and safety concerns. If an employee believes that a health and safety concerns exist, they shall report it to the Chief Executive Officer, or their designee. The Agency shall respond to reports of health and safety concerns, in writing, within seven (7) calendar days to both the Union Steward and the employee who reported the concern. The Agency shall maintain its vehicles in accordance with applicable laws and regulations. Cutchins agrees to place kits in all residential houses to aide staff in cleaning up broken glass.

22.3 Safe Restraints. In accordance with both residential programs' latest revision of the "Policy Regarding the Use of Physical Restraint," no employee shall be expected to become involved in the restraint of a client unless they have reasonable confidence that the intervention will be safe for all parties involved.

22.4 Employee Medical Care. Whenever an employee is injured during the course of their work hours, the Agency fully believes that the employee should obtain medical care.

22.5 Emergency Protocol. Cutchins Program and the Union acknowledge the possibility that employees may be physically injured during the course of their work. Whenever an employee requires immediate emergency medical care, they shall have the right to leave work and have the needed medical care. When medical care is desired or required by an employee, but is not an emergency in nature, the Senior Family Support Counselor and the manager or on-call personnel shall weigh the client population's needs and the medical needs of the employee. As soon as it is deemed programmatically appropriate and feasible, the employee shall have the right to leave work and obtain the necessary medical care. Such decisions shall not be capricious or arbitrary. In Northampton, if an employee must leave their duties to obtain medical care under this article, staff from one or both of the other residences will provide necessary client coverage until a substitute can be acquired.

22.6 Workers Compensation. Employees who are injured during the course of their work and are deemed by the Senior Family Support Counselor and on-call personnel to be in need of medical care during their regularly scheduled work hours shall be paid for the balance of those hours they were regularly scheduled to work on the day they were injured and shall not be required to use their accrued sick leave to cover those unworked hours. Employees who provide the Chief Executive Officer with a written doctor's statement which stipulates that the employee cannot work due to injuries sustained while working at the Agency nor carry out any modified duties at the Agency, and who have completed the required paperwork for the Workers Compensation insurance, shall be paid (as discussed below) for any subsequent regularly scheduled work hours they miss due to said injuries. Until the Agency's Workers Compensation Insurance begins to cover the employee's lost wages (as covered under the Workers Compensation policy in effect at the time of the injury) employees will access their accrued sick leave benefits. An employee who has insufficient accrued sick leave prior to an absence caused by a work injury will be advanced future sick leave. Each subsequent month fifty percent (50%) of their accrued sick leave will be applied to the period of time they were out of work and paid until the total number of hours they were absent is repaid. If the employee is out of work for a length of time which results in the Workers Compensation Insurance covering lost wages back to the first day of lost wages, the employee will reimburse the Agency the amount of wages

previously paid for those days; at no time shall an employee receive compensation from both the Agency and Workers Compensation.

Cutchins will allow for a total of ninety (90) hours per contract year to be available to the bargaining unit as a whole, to be paid out to employees who miss work due to an injury caused by a child. The maximum amount of time an employee may access per occurrence is three (3) days (thirty (30) hours).

22.7 Residential and Administrative On-Call. Periodically clients present emotional and/or behavioral crises which exceed the experience and/or training levels of the residential staff covered under this Agreement. To address these crises, the Agency has established both a Residential and Administrative On-Call System. Staff covered under this Agreement are encouraged to access the On-Call System for guidance and direction. Whenever the Senior Family Support Counselor (SFSC) determines that there is a need for on-site evaluation, consultation to staff, or clinical intervention with a client in crisis, the SFSC should first attempt to contact an on-campus Manager. If a Manager is unavailable, the SFSC can make an explicit request to the residential on-call person for on-site assistance. If, after discussion with the residential on-call person, the SFSC believes that there is a need for the residential on-call person to provide assistance on-site, the residential on-call person will come to the Agency and provide the appropriate intervention.

If, subsequent to providing the requested on-site services, the residential on-call person believes that it was not necessary for them to have provided these services, the residential on-call person shall notify the Program Director who shall convene, at the earliest possible time, a meeting of the residential on-call person, the SFSC who requested the services, and the applicable Manager to review the incident and develop a supervisory remedial plan, if appropriate, for either the residential on-call person or the SFSC.

22.8 Staffing Shortages. In the event that a residential campus is deemed to be short of an adequate level of staffing due to either a) staff vacancies and/or staff illness, or b) clients requiring additional staffing coverage, the routine procedures for acquiring substitutes and authorization for overtime shall be followed. The residential on-call person shall serve as the final authority as to how each specific situation shall be staffed.

If, subsequently, the SFSC believes that the residential on-call person was

not responsive or responsible in a given situation, they shall notify, within three calendar days, the Program Director who shall convene, at the earliest possible time, a meeting of the SFSC, applicable Manager and the on-call person to discuss the situation and propose remedial action.

22.9 Professional Judgment. The employees who are covered under this Agreement shall exercise their professional judgment in taking appropriate actions in situations which could be directly physically hazardous to their own or clients' health and safety.

Article 23: Employee Fitness

If the Chief Executive Officer or designee, has reasonable cause to question whether an employee is capable of performing the essential functions of their job, as listed in their job description as appended to this Agreement, they will meet with the employee to detail their questions and solicit the employee's response. The employee may propose to the Chief Executive Officer or designee, their ideas or options of what they consider to be reasonable accommodations to enable them to perform the essential functions of their job.

If, after this meeting, the Chief Executive Officer or designee, continues to have questions as to whether the employee is capable of performing the essential functions of their job, they may request that the employee undergo a physical examination, at no economic cost to the employee. The examination will be conducted solely for the purpose of determining whether the employee, with reasonable accommodation, is capable of performing the essential functions of their job. The physician conducting the physical examination will be provided with a copy of the employee's job description, which will include a list of the essential functions of the job. The examination will evaluate only those abilities needed to perform the essential functions of the job. The only information the physician will provide the Agency is the physician's opinion as to whether the employee is able or unable to perform the essential functions of their job. Any medical history of physical conditions that does not pertain to the employee's present ability to perform should not be disclosed to the Agency and should be kept confidential by the physician. The physician, upon concluding that the employee is unable to perform the job, should convey that opinion, in writing, to the Agency, with suggestions for accommodations. The employee will be afforded the option of meeting with the Chief Executive Officer or designee, a second time in order to respond to the physician's

evaluation and propose their ideas for reasonable accommodations. At no time will the Agency be obligated, beyond the provisions of the ADA, to implement, in whole or in part, the employee's suggestions or ideas for reasonable accommodations. If the employee gives permission, the physician may inform the Agency of the specific reasons why they determined the employee is unable to perform the essential functions of their job.

Article 24: Staff Meetings

24.1 Employees covered under this Agreement shall participate in all regularly scheduled and special staff meetings to which they are assigned. All programs will have regular staff meetings. Staff schedules shall be considered when scheduling meetings

24.2 All employees covered under this agreement shall participate in training for a minimum of 24 hours per year.

24.3 It is agreed that any of the meetings covered under this Article may have to be canceled or rescheduled due to training events, rescheduling of staffing patterns due to vacations, illness, special events, case conferences, client crises, etc. Every effort will be made to minimize the frequency of canceling or rescheduling these meetings.

24.4 CP agrees to arrange for the taking of consult notes for consult meetings on the Northampton campus and Team Meetings on the Three Rivers campus, and to keep in a location accessible to the employee. Each campus will devise the best way to make these notes easy for the employee to access. The employee is responsible for reading these notes on a regular basis.

24.5 Policy changes will be communicated timely to staff. CP is receptive to feedback and questions regarding such changes. When CP modifies treatment plans, CP will review and communicate to staff at the weekly meetings and place any changes in the binder.

Article 25: Substitutes

25.1 Cutchins Program shall be responsible for the advertising, recruitment, interviewing and selection of substitutes. Each campus shall be provided with "scheduling grids" and be supplied with the names of individuals who have stated that they are available for substitute work; individuals who state that they are available for substitute work shall indicate their availability in terms of both shift (i.e., day or night) and day(s) (i.e., Saturday, or Monday through Tuesday). It shall be the responsibility of the day staff members on the Northampton campus and Residential Director and day shift at Three Rivers to complete and update that particular campus' "scheduling grid", consult with the Sr. F.S.C. of that campus as to the strengths and weaknesses of the individuals who are on the substitute list, and inform the Human Resources Department when there is an apparent shortage of available substitutes for a particular shift and/or day of the week.

25.2 The Program will maintain the commitment to certifying new substitutes in de-escalation and restraint prevention and performance. Before being counted in the ratio, all substitutes need to pass the twelve (12) hour de-escalation training, attend restraint training, and shadow a full-time employee(s) for a minimum of four (4) hours. While shadowing, new substitutes will be orientated to safety related material such as ICMPs (Individual Crisis Management Plans), distress tolerance plans, and safety equipment.

Before substitute employees work at a campus other than the one where they completed their initial shadowing, a minimum of two (2) hours of shadowing will occur to orient the substitute to campus expectations and safety related materials.

25.3 At NCCF, it shall be the responsibility of the Residential Manager and the Day Family Support Counselor of the appropriate residence to secure substitutes for an employee when that employee has had a request for time off approved by the Residential Manager. At Three Rivers, it shall be the responsibility of the Residential Director and Senior Family Support Counselors to secure substitutes. The Residential Manager or Residential Director may invite and/or encourage an employee to attempt to secure a substitute for the time off requested in order to hasten the process of their approving the employee's request for time off. The employee has the right, however, to refuse to look for a substitute for the time they have requested off.

25.4 It shall be the responsibility of the Senior Family Support Counselor that is on duty to arrange for a substitute in the event of an unplanned/unanticipated staffing need.

At NCCF, in the event of a client emergency when all the staff of a particular residence are needed to meet clients' needs, the Senior Family Support Counselor on duty in the other two (2) residences shall assume responsibility for acquiring a substitute.

In the event that all of the on-duty staff at NCCF in the three (3) units are meeting client crises and are therefore unavailable to arrange for a substitute, residential on-call personnel shall be responsible for acquiring a substitute.

25.5 Once a substitute has completed at least eighty (80) hours of acceptable work, as certified by Human Resources, they shall obtain the status of "Certified Substitute."

25.6 If there is a vacancy in a Senior Family Support Counselor position, the other staff on the shift (Day, Evening, Overnight) in which the vacancy exists will have the opportunity to apply to fill the position on a temporary basis.

Article 26: Hours of Work

26.1 The work week for Family Support Counselors, Senior Family Support Counselors, and Overnight Senior Family Support Counselors shall be designated as either four (4) consecutive days per week or five (5) consecutive days per week with regular work shifts of varying lengths not scheduled to exceed fifteen and one-half (15.5) hours per shift. Employees hired on or before June 15, 1989 shall continue to work four (4) consecutive days per week with regular work shifts of varying lengths. In any reorganization of work hours, seniority will be taken into consideration. Union representatives will be invited to participate in the planning of any change in schedules from a four day to a five-day week.

26.2 The work week for Day Family Support Counselors in Northampton shall consist of five (5) consecutive days (Monday through Friday) with a regular work shift being scheduled.

26.3 Overnight staff shifts should not exceed twelve (12) hours. Overnight staff shifts that start on Friday and Saturday nights are considered two

weekend shifts since the majority of the hours fall on Saturday or Sunday.

26.4 All covered employees shall be scheduled to receive minimally two (2) consecutive days off each week. If a case conference is scheduled on an employee's day off, the requirement for change in schedule must be followed for the employee to be expected to attend. If an employee attends a case conference on their day off, the supervisor for that employee shall either alter the staff's work schedule during the same work week, if possible, or CP shall pay overtime hours for those hours worked by the employee in excess of forty (40) hours that week.

26.5 All permanent employees who are employed by Cutchins as of July 1, 2013 shall continue to be entitled to receive at least one weekend day off each week (Saturday or Sunday).

Overnight Staff Shifts should not exceed twelve Hours. Days of the week are identified by the date in which the shift started. All permanent overnight employees who are employed by Cutchins as of July 1, 2013 shall continue to be entitled to receive either a Friday or Saturday night shift off.

26.6 Overtime. Whenever it is determined necessary for staff to continue beyond their regularly scheduled working hours, the Residential Manager or Program Director shall either alter the staff's work schedule during the same work week, if possible, or CP shall pay overtime for those hours staff members work in excess of forty (40) hours per week. At NCCF, the Family Support Counselor on duty shall remain in charge of the residence for as long as they are on duty and they shall not transfer their responsibilities to the Overnight Family Support Counselor, or any other staff member, until they both determine that the clients' needs can safely and adequately be met by the staff who shall be remaining on duty. To not place undue burden on any one group of staff, and to ensure that mandatory overtime is assigned equitably, CP will follow the protocols below.

Voluntary Overtime: CP will maintain a list of permanent staff who express interest in overtime. CP will track who is offered overtime (at time and a half) and who actually works overtime for shifts on the floor. Other specialty tasks will not be tracked in this way, though staff will have the opportunity to submit their interest in providing help in the kitchen maintenance, childcare, etc. If a staff person feels they are not getting as much opportunity as they would like to obtain overtime at time and a half shifts, they will be invited to look at this tracking data and participate in addressing the concern.

Mandatory Overtime: CP agrees that when it is necessary for an employee to stay (mandated) and work beyond their end of shift, CP will implement a rotating seniority-based system. Mandatory overtime will first be offered to qualified volunteers(s). If there are no volunteers, the overtime will be assigned on a rotating basis using a campus-wide list of employees, ranked by Union seniority (starting with the least senior). After an employee has worked a mandatory overtime assignment of at least 4.5 hours, CP will assign the next instance of mandatory overtime to the next employee on the list. If an employee misses their turn to accept a mandatory overtime assignment, e.g., due to illness, the employee shall be given the next mandatory overtime assignment and shall also maintain their place on the list for future rotation assignments. The remedy for an alleged failure to equitably assign mandatory overtime shall be through future overtime assignments.

26.7 Hospital supervision coverage. CP agrees to create a guideline to give to employees detailing the duties and expectations when supervising a client in the hospital. CP will switch out and release employees when their shift is over – if a staff must be mandated to stay past the end of the shift, the mandatory overtime rotation will apply.

26.8 Leaving at the end of shift. Employees who have an obligation requiring that they must leave at the end of the shift will communicate this to a supervisor before the shift starts to increase the probability that CP can find adequate coverage.

26.9 Overnight On-Call. The Center is required to maintain an up to date Overnight On-Call list for the Northampton Campus. This list is filled on a voluntary basis by members of the Bargaining Unit on either campus. To not place undue burden on Family Support Counselors, who are obligated to not transfer responsibility until clients' needs can be safely and adequately met, if a night of the week has not been filled voluntarily, members of the Northampton campus Bargaining Unit will be required to fill these shifts on a rotating basis. The rotation will be based on seniority (starting with the least senior) and excludes those who are regularly volunteering.

26.10 School/Holiday Coverage. The School/Holiday Staffing Coverage Article of this Agreement shall supersede the provisions of this article to allow for the possible scheduling of staff to work more than their regularly scheduled number of days and/or hours.

26.11 Temporary changes. Any temporary change in an employee's regularly scheduled working days and/or hours will result in the employee being informed with as much advanced notice as possible; a minimum of two (2) weeks notification shall preferably be given before a change in schedule is implemented.

26.12 Breaks. Senior Family Support Counselors shall attempt to schedule one (1) break, not to exceed one-half (1/2) hour, for as many staff in each of the residential units as is reasonable and possible during each work shift. Such scheduling of breaks shall be contingent upon the ability of the staff to provide quality services to the clients while a staff member is on break. Breaks are intended to be just that, a break during the work time. Breaks may not be taken at the beginning or the end of an employee's shift, unless there was no opportunity for a break during the regular work shift and there is balanced and adequate staffing to ensure staffing ratios are maintained. Staff must communicate with the manager on campus or on – call to obtain approval prior to taking a break outside of the normal work scheduled.

26.13 Regular schedules. At the time an employee is hired by Cutchins Program they will be given their regular schedule of working days and hours. Any permanent change in these regularly scheduled working days and hours must be negotiated and where possible agreed to by both the employee(s) and supervisor. The Agency reserves the right to assign hours if no agreement can be reached after negotiation. Such assignment will be guided by the principles of programmatic need and least inconvenience to any employee(s) involved. Whenever there are permanent changes in regularly scheduled work hours or days, whether by agreement or assignment, the employee(s) involved will have one month's notice before the change is implemented.

26.14 Reassignment. At NCCF, the programmatic needs for adequate and balanced staffing may, at times, require the reassignment of members of the bargaining unit from one house to another. Only employees who are judged by the Agency to be capable of meeting the staffing needs in a different house will be reassigned. Every effort will be made to reassign only employees who are agreeable to the change. If the reassignment to a different house is for one workday or less, either the Senior FSC or Cutchins Management will authorize the reassignment. If the reassignment is anticipated to be for more than one workday, Cutchins Management will authorize the reassignment and the employee will be given notice of the reassignment and the anticipated duration.

26.15 Under or Over staffing. If the number of staff required for adequate coverage is less than the number of staff scheduled to work, employees shall have the option of:

- (a) having their accrued holiday time be assigned to cover the hours they are not needed, or
- (b) having any of their accrued vacation time or personal time be assigned to cover the hours they are not needed, or
- (c) choosing to work their scheduled hours at job-related tasks, agreed to or assigned by their supervisor.

In the event that the number of staff required for adequate coverage is greater than the number of staff scheduled to work, the Residential Manager or Program Director shall have the right to request that staff alter their work schedules temporarily or work overtime in order to meet the needs.

26.16 Time Sheets. All employees are required to submit accurate and complete time sheets on a weekly basis as documentation of their having worked or declared benefit leave. Time sheets are due at the conclusion of each employee's work week. Paycheck stubs will show the number of benefit hours available.

26.17 Court appearances. An employee shall be entitled to receive pay for time spent appearing in court if the court appearance is in connection with a work-related matter concerning a client or former client of the agency, and if the employee's appearance arises from the employee's normal job duties. The Chief Executive Officer shall have the final say as to whether the appearance is 'work related' and arises from the employee's normal job duties.

Article 27: School/Holiday Staffing Coverage

In order to have adequate and balanced staffing coverage in the residences during school holidays, Managers shall develop employee work schedules a minimum of two (2) weeks prior to a school holiday. Managers shall present to staff what coverage they project to be required and discuss with staff the necessary changes in individual work schedules. The Manager will attempt to achieve such staffing through employee flexibility and cooperation in meeting the staffing needs. In the event that it is not possible for the Manager to secure such adequacy and balance through voluntary scheduling changes, the Manager shall retain the right to assign or reassign

an individual employee to a different work schedule guided by the principles of programmatic need and least inconvenience.

Cutchins Program will post in all programs a yearly schedule of school vacations.

Article 28: Pay Period

Employees shall be paid on a bi-weekly basis, every other Friday, unless that Friday is a holiday, in which case they shall be paid on Thursday of that week. Employees will be paid for the hours worked and/or supervisor approved accrued benefit leave time they have claimed during the two week pay period which proceeded the pay day. Employees will be paid on the basis of the accurate, complete timesheets they have submitted by the stipulated deadline each pay period.

Article 29: Overtime Pay

Those employees covered under this Agreement are entitled to overtime premium pay as they are non-exempt employees as defined by the Fair Labor Standards Act, as amended. Premium pay will be paid on the basis of time and one-half the employee's regular straight-time hourly rate for those hours worked in excess of forty (40) hours in their work week. Premium pay for overtime shall not be pyramided or duplicated. Any hours worked beyond forty (40) hours per week must have the prior approval and authorization of the employee's supervisor, or on-call administrator.

Article 30: Inclement Weather

As the Residential Programs are never closed due to bad weather conditions, all employees are expected to work the scheduled hours. If, due to the weather conditions, an employee expects to be late for work or does not believe that they can make it to work, they have the responsibility of notifying the person in charge of their residence in advance of being late or absent. Any work time missed due to weather conditions will either be rescheduled by the employee with their supervisor's 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 a snow storm or emergency

weather is current or imminent and they are also aware that there are emergency personal reasons which cause them to determine that they cannot stay beyond their regularly scheduled hours, they will notify their supervisor or the Administrator On-Call as soon as possible. Staff who work in excess of forty (40) hours during a week will be compensated at the rate of time and one-half their regular hourly rate of pay for each hour worked in excess of forty (40).

Understanding that under all conditions, the youth in our care require supervision, the programs cannot cancel work due to weather conditions. Extra activities off grounds, including transportation to the homes, may be cancelled due to road conditions.

External situations such as schools closing, or statewide states of emergency would prompt consideration of formally grounding the program vans. That decision is typically made by the Program Director.

Outside of formally grounding the vans, individual staff are encouraged to raise concerns about the safety of road conditions with management. Concerns of a more general nature, like discomfort driving in snow, can be discussed in supervision.

Article 31: Advocacy

31.1 New client admissions. During the pre-admission period of each new residential client, the employees covered under this Agreement are encouraged to review all of the reports, evaluations, assessments, and documents available on the entering resident. Prior to the actual admission, the case will be presented in staff meeting(s) and written materials about the client will be made available to the campus staff. Employees are encouraged to raise any concerns and/or questions they have concerning the entering resident, prior to the resident's admission, so that appropriate treatment planning and intervention strategies can be developed prior to the resident's scheduled admission date. Every reasonable effort will be made during the pre-admission period to have the entering resident meet with as many staff as possible of the residential unit in which the client will reside in order to facilitate the admission' process.

At NCCF, if a referred client is scheduled to visit the program prior to admission, the Residential Manager will inform the unit's Senior Family Support Counselors; one of the Senior Family Support Counselors will be invited, but not required, to accompany the Residential Manager in talking

with the child. No added compensation will be paid to the Senior Family Support Counselor for this.

31.2 Treatment Plans. All employees covered under this Agreement shall familiarize themselves, to the best of their ability, and implement the treatment plan for each of the residential clients. Whenever an employee has a question pertaining to the client's treatment plan, it shall be the employee's responsibility to seek an answer from a Senior Family Support Counselor or Cutchins management.

Whenever an employee desires to propose a change in the client's treatment plan, they shall have the right to submit their proposal verbally, but preferably in writing, to a manager, who shall assume responsibility for reviewing the proposal and if they are in agreement with the proposal, recommend its integration into the treatment plan at the next treatment plan review. If management is not in agreement with the proposal, they shall discuss their reasons for not supporting the proposal with the employee who has submitted the proposal and provide a written response to the employee, if the employee so desires.

If the employee is not satisfied with the manager's response to their proposal, the employee may request a meeting with the Program Director to present their recommendations. If the Program Director is not in agreement with the proposal, they shall discuss their reasons for not supporting the proposal with the employee who has submitted the proposal and provide a written response to the employee, if the employee so desires.

If the employee is not satisfied with the Program Director's response to their proposal, the employee may request a meeting with the Chief Executive Officer to present their recommendations. If the Chief Executive Officer is not in agreement with the proposal, they shall inform the employee that their proposal shall not be implemented into the client's treatment plan. If the employee so desires, the Chief Executive Officer shall provide a written statement detailing their reasons for not accepting the proposal. In the event that the Program Director and/or the Chief Executive Officer are in agreement with the employee's proposal, it will be recommended for integration in the treatment plan at the next review.

31.3 Mandated Reporting. All employees are "Mandated Reporters" and are required to report the suspicion of abuse or neglect of a client. State law and regulations allow employees two ways in which they can meet this responsibility: 1) employees can report directly to the Department of

Children and Families (DCF) or 2) employees can report to their supervisor and their program's director, who will assume the responsibility of reporting to DCF for the agency.

If an employee chooses the first option (reporting directly to DCF), the employee must also report their suspicion of abuse or neglect to their supervisor and to their Program Director.

A Critical Incident Report is also required to be completed with any 51A filing by any employee pertaining to any client or family member.

If an employee becomes the subject of a new criminal charge or DCF finding outside of their work at Cutchins, it is the Employee's responsibility to promptly disclose that information to the Cutchins' Human Resource Department.

An employee will not be subject to disciplinary action for reporting a suspicion of abuse or neglect to the Department of Children and Families.

31.4 Employee concerns about Treatment Plans. Whenever an employee has a concern as to whether individual staff members, shifts or the entire unit are able to continue providing a minimally safe treatment setting for a particular client or group of clients, it shall be the responsibility of the employee(s) to raise their concerns with their Residential Manager or Residential Director during supervision, shift meetings and/or staff meetings.

If the employee(s) is not satisfied with the response of the Residential Manager or Residential Director, they will communicate to the Program Director, in writing, specifically stating the concern and why the response of the Residential Manager or Residential Director was unsatisfactory. The Program Director shall assess the employees' concern in a manner they deem to be appropriate. Following this assessment, the Program Director shall convey their judgment, in writing, to the employee(s).

If the employee(s) is not satisfied with the assessment of the Program Director, they may submit a request, in writing, to the Chief Executive Officer requesting that their concerns and the assessment of the Program Director be reviewed. The Chief Executive Officer shall convene a meeting to investigate the concerns raised by the employee(s). At NCCF, the Residential Manager and the two (2) Senior Family Support Counselors from the residence in which there is such a concern, or at Three Rivers, the

Senior Family Support Counselors shall be invited to attend said meeting to represent the residential unit's concerns. Other Cutchins Program staff members, whom the Chief Executive Officer deems important in their investigation, shall also be invited to attend said meeting. Upon concluding their investigation, the Chief Executive Officer shall provide a written response detailing the results of their investigation.

31.5 Meals. Cutchins agrees that providing affordable nutritious high-quality meals that includes vegetarian options for the programs is important. CP will strive to provide high quality, quantity, and diversity in food choices. Fresh and local food will be a priority, when available. Food pantries will be adequately stocked. The person stocking the food pantry or returning food to the pantry must ensure that food is properly stored, in accordance with regulations, including proper labeling.

CP will continue to work collaboratively with the UAW members to meet these goals. Ongoing discussions will be directed to Labor/Management.

Article 32: Employee Titles

Employees covered under this Agreement shall be titled:

- Senior Family Support Counselor
- Family Support Counselor
- Day Family Support Counselor
- Senior Overnight Family Support Counselor
- Overnight Family Support Counselor

Article 33: Drugs and Alcohol

The use or possession of alcohol, marijuana, controlled substances and/or any other legal or illegal drugs, including paraphernalia at work or during work hours is prohibited. Reporting for, or performing, work while “under the influence” is prohibited. Paraphernalia includes any object used for the dispensation, storage, or ingestion of drugs or alcohol. An employee must make CP aware of any lawfully prescribed medications that may affect the employee’s ability to safely and effectively perform any essential job function.

It is the responsibility of every employee to report any violation of this policy to their supervisor.

Article 34: Confidentiality Policy

34.1 All employees will observe professional ethics as well as state and federal legal requirements around client confidentiality. Any questions on the limits of sharing and/or dissemination of information about clients must be raised with the Chief Executive Officer. No client information can be released without a signed authorization form.

34. 2 In general, the following material is also confidential within the Agency: lists of clients served, donors, client based data and agency statistics, budgets, personnel files, and any information given to a staff person which is designated as confidential in nature.

Article 35: Political Activity

Employees may engage in political activity as long as they do so as individuals and not as representatives of Cutchins Programs (per Hatch Act 5U.S.C. 1501-1508). Campaigning, fund raising, and other partisan political activities must be conducted on the employee's own time. Employees may not use the facilities or property of Cutchins Programs such as offices, telephones, copy machines, fax machines, computers, vehicles, etc., for partisan political purposes. Also, employees may not affix any political campaign material or literature to Agency facilities, property, equipment, or vehicles.

Article 36: Conflict of Interest Policy

No employee shall use organization time, staff, clients, files, or funds in such a manner as to exact personal or monetary advantages.

Article 37: Violence in the Workplace

Threats, threatening behavior, or acts of violence against employees, consumers, visitors or guests of Cutchins Programs will not be tolerated. If an employee becomes aware of violent threats, employee should notify a manager immediately.

No employee will be permitted to bring guns, knives or other items that could be used as weapons on to CP premises. Violations of this provision will lead to disciplinary action, up to and including termination. There are two exceptions to this:

1. From time to time, certain items may be brought to the program for use in curriculum activities (e.g. a kitchen knife). It is the responsibility of the staff member who brings in such an item to ensure that it is used only for the intended purpose.
2. Staff may, for their own convenience, have certain items (e.g. a pen knife). Such items may never be used as weapons and it is the owner's responsibility to ensure that such items are kept out of sight and not available to others.

The Agency is sensitive to issues of domestic violence and the potential danger it poses to our employees and the workplace. The Agency requests that employees who hold or seek to obtain restraining orders against others who have threatened or committed violent acts against them, appraise management of any threats to their security or the security of others at the workplace. Management understands the sensitivity of this type of information and will make every effort to protect the confidentiality and privacy of the person(s) involved.

Article 38: Facilities

38.1 The Employer shall provide a lighted, clean, properly ventilated and properly heated or cooled (if in the summer months) work area, in conformity with all applicable health and safety OSHA requirements. CP will continue to address heating and cooling at the Northampton campus through Labor/Management. CP shall continue to make every effort to ensure optimum working conditions.

38.2 CP will provide access to computers on both campuses during normal work hours. Staff will not be expected to use personal devices to complete paperwork required by CP. CP will make every reasonable effort to provide Internet access in all agency facilities.

38.3 CP may hire cleaning professional(s) up to two (2) times per year if needed. CP does not expect union employees to do deep cleaning.

Article 39: Video Cameras

In the event the Employer wishes to install video surveillance cameras in the workplace for the purpose of employee surveillance, the Employer agrees that it will give notice to, and upon request bargain with, the Union prior to installation.

Article 40: Cell Phones & GPS

An agency cell phone will be made available in each house/unit for employees to communicate with the supervisor or on call personnel while away from the program. The cell phone user is responsible for charging the cell phone after usage.

CP will provide and make available a GPS navigation route planner for all agency vehicles that do not come equipped with one. If in the event the GPS navigation route planner is lost or missing, CP will only replace one (1) unit per vehicle per year.

Users of CP cell phones and GPS devices are responsible for reasonably protecting these items from loss, theft or damage.

Article 41:

Affirmative Action, Non-Discrimination, Equal Opportunity Policies

Cutchins Programs and the Union will abide by all State and Federal laws relating to equal employment opportunities and shall not discriminate for or against any current or prospective employee because of race, age, gender, gender identity, political affiliation, creed, color, national origin, Union activities, sexual preference, parental status, marital status, or disability not related to job responsibilities and duties. The Agency shall develop an annual Affirmative Action Plan and make efforts to comply with its provisions and goals.

Article 42: Anti-Harassment Policy

Cutchins Programs for Children and Families, Inc. is committed to courteous and considerate treatment of its employees at all times as an accepted standard of behavior. Consequently, the Agency is committed to a work environment that is free of tension caused by demeaning or harassing conduct including animosity engendered by inappropriate religious, racial, or sexual conduct or comments.

This policy refers to, but is not limited to, harassment in the following areas: age, race, color, national origin, religion, gender, marital status, handicap/disability, gender identity, sexual orientation, and veteran status. Harassment includes display or circulation of written materials or pictures degrading to either gender or to racial, ethnic or religious groups; and verbal

abuse or insults directed at or made in the presence of members of a racial, ethnic, or minority group.

Sexual harassment shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (a) submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; (b) such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.

Harassment also refers to behavior that is personally offensive, impairs morale, and interferes with the work effectiveness of employees. Any harassment of employees by other employees will not be permitted, regardless of their working relationship. It is the obligation of each employee of the Agency to report any conduct which violates these standards, whether the employee is the victim or not, whether the perpetrator is a supervisor, manager, or staff member, and regardless of the sex of the perpetrator.

In fulfilling their obligation to maintain a positive and productive work environment, managers and supervisors are expected to immediately halt any harassment of which they become aware by emphasizing the Agency's Anti-Harassment Policy and, when necessary, by more direct disciplinary action.

It is unlawful to retaliate against an employee for filing a complaint of harassment or for cooperating in an investigation of a complaint for harassment.

Complaint Procedure

Individuals who believe they have been subjected to harassment from either a co-worker or a supervisor should make it clear to the offender that such behavior is offensive to them.

Any violation should be promptly reported to:

- The Human Resources Department; or
- Directly to the Chief Executive Officer:
Chief Executive Officer
78 Pomeroy Terrace
Northampton, MA 01060
(413) 584-1310

The Chief Executive Officer will immediately conduct a confidential investigation of any complaint, protecting the identity of the complaining party, witnesses, and the individual alleged to have violated the policy to the extent possible. A complaint made in good faith assures that the complainant shall be protected from any retaliatory action. If the complaint involves the Chief Executive Officer, the employee may directly contact either the Chair of the Personnel Committee of the Board of Directors or the Board President.

Anyone found to have engaged in any type of harassment shall be subject to discipline, including warnings, written reprimands, unpaid suspensions, and/or immediate discharge.

The state and federal agencies that oversee employment discrimination enforcement are:

Massachusetts Commission Against Discrimination,
Springfield Office
463 Dwight Street, Suite 315
Springfield, MA 01103
(413) 739-2145

Equal Employment Opportunity Commission (EEOC)
1801 L Street, NW
Washington, DC 20507
(800) 669-EEOC

Article 43: Personal Work

No employee shall be required to perform personal services for the benefit of their supervisor or any other employee.

Article 44: Provisional Period

44.1 The initial ninety (90) calendar days of employment shall be the provisional period for all new employees. The regularly scheduled supervision time during this period shall be used for the purposes of orientation, training, and review of the employee's job performance. The UAW Counselors who work with the new employee will be given an opportunity at around the employee's sixty (60) day mark to provide feedback on employee's strengths and weaknesses.

44.2 Provisional employees shall begin acquiring seniority effective their date of hire. They shall be entitled to use their accrued sick leave and worked holiday time during this period. At the successful completion of this ninety (90) day period, vacation benefits will begin accruing and will be awarded retroactively to date of hire. Employees may request that their supervisor schedule or assign them their accrued unworked holiday leave during this period, if staff coverage in the residence permits. Employees may utilize any worked holiday time accrued during the provisional period.

44.3 An orientation program will be provided by the Agency and attendance shall be required for all new employees. Orientation will be provided by the Agency before or during the employee's first three months of employment.

44.4 Employees dismissed during the provisional period shall receive a written statement detailing the reasons for their termination. If a provisional employee's work performance is evaluated to be unsatisfactory and they fail to bring their performance up to the standards and requirements of the Agency during the provisional period, the employee may be dismissed without either a 30-day probationary period or two (2) week notice of dismissal being granted.

Article 45: Seniority

Seniority is defined as the length of service with the Agency, computed from the employee's date of hire. Seniority will apply to the computation of eligibility of benefits pursuant to this Agreement where length of service is a factor. Employees who are on paid leave for any amount of time shall continue to accrue seniority. Employees who are on unpaid leave or laid off shall not lose, but shall not accrue, seniority. If a UAW member leaves in good standing and returns to Cutchins, all years of service will be considered when determining wages and benefits. Years of service does not need to be continuous.

Cutchins Programs and the Union recognize a difference between Agency seniority and Union seniority. Agency seniority is defined as the length of service with the Agency in any position, including time worked in any bargaining unit positions as well as in any non-bargaining unit positions. Union seniority is defined as the length of service with the Agency for time worked in any bargaining unit position covered under this Residential Collective Bargaining Agreement.

Union seniority will be used in determining schedule changes, vacation requests made at the same time as other Union members, scheduling on holidays, voluntary and mandatory overtime assignments, overnight on call rotation, and other similar determinations. In the circumstance that balanced and adequate staffing cannot be met by granting a request, CP may need to deny requests on that basis.

Article 46: Reduction in Work Hours and Layoffs

46.1 If CP decides that it is necessary to reduce the number of employees covered under this Agreement or reduce the number of available work hours for employees, the Union will be notified immediately and invited to propose reasonable alternatives prior to CP implementing such layoffs or reduction in hours. The Agency and the Union will decide when and by whom affected employees will be notified of the possibility of layoff(s) if it becomes necessary for the employer to layoff or reduce the number of available work hours for one or more employees, CP shall decide the campus, shift or job classification in which the layoff or reduction shall occur. Once these factors are determined by CP, the principle of seniority shall determine which of the employees shall then be laid off or have their number of work hours reduced.

For the purposes of this article only, regarding layoffs, the job classifications or job titles will NOT be used as employment categories. Instead the agency will identify three (3) categories to use in distinguishing seniority; Senior Family Support, Family Support full-time, Family Support part-time. (We do not anticipate having any part-time Senior Family Support Counselors). Again, for the purposes of this article alone, full-time will be defined as having a permanent schedule of 25 hours or more.

46.2 The following procedures shall be used in the event of a layoff:

(a) All employees in the bargaining unit shall be notified, in writing, of the impending layoff. This notification will stipulate the campus, shift, unit or job classification affected and the date the layoff is to take effect.

(b) If an employee within the affected group identified for layoffs wishes to volunteer for layoff, they may specify this, in writing, to the Chief Executive Officer, within seven (7) calendar days of receipt of the notice of layoff. The most senior employee(s) agency wide who volunteers shall have the right to layoff. Cutchins will not contest the unemployment

application of an employee who separates from employment due to a voluntary layoff.

(c) In the event that no employee volunteers for the layoff, the least senior employee(s) in the affected group shall be designated for layoff. The designated employee(s) shall have the following bumping rights:

- If a Senior Family Support Counselor is designated for layoff, they may bump the least senior employee within the Family Support Counselor job classification, provided that the Senior Family Support Counselor has more seniority. The employee who has been bumped shall then assume the layoff.
- If a full-time Family Support Counselor is designated for layoff, they may bump the least senior employee within the part-time Family Support Counselor job classification. The employee who has been bumped shall then assume the layoff, provided that the Senior Family Support Counselor has more seniority.

46.3 Employees who are subject to layoff shall have the right to transfer to any vacancy in the bargaining unit for which they possess the basic ability and qualifications.

46.4 Every effort will be made to give employees at least four (4) weeks' notice of any such layoffs or reduction in hours.

Article 47: Recall

Regular employees covered under this Agreement, who are laid-off by the Agency, will be placed on a recall list for up to two (2) years from the date they are effectively released, after which they shall have no recall rights. When there are new positions in the bargaining unit or positions that have become vacant in the bargaining unit, all of the employees on the recall list, who CP determines to possess the basic ability and qualifications, shall receive a recall notice. If more than one employee accepts the recall notice, the available positions will be filled in order of seniority.

Employees will be able to decline a recall to jobs in job classifications and campuses other than the ones from which they were laid off and still remain on the recall list (for up to two years from the date they were originally released). No new employee will be hired for a position covered by the

Agreement until all employees on the recall list qualified for that position have been recalled or decline the opening.

Laid-off employees covered under this clause shall be notified of recall by certified mail, return receipt requested, to their last address on record with CP. An employee's failure to accept or reject the job offer/recall within twenty (20) calendar days after receipt of such a letter shall terminate the employee's right of recall. It will be the responsibility of each employee placed on the recall list to keep CP informed of their current address. In the event that a long-term illness or other medical disability verified, in writing, by a physician prevents an employee's acceptance or rejection of the job offer/recall, such employee will remain on the recall list at the top of the order. Declination of an offer to be reinstated in their original job classification and residential unit during said two-year period shall satisfy CP's obligation under the recall provision and will result in the termination of the employee's recall rights. Employees on lay-off will receive first consideration for substitute work, providing such employee submits a written request for this consideration to the Human Resources Department. Employees on lay-off will have the option of maintaining their medical, dental, and/or life insurance, subject to approval of the carrier, by assuming the full premium cost.

Article 48: Transfers and Promotions

A transfer is defined as a permanent, lateral move either within a program or from one campus to another while maintaining the same job classification title and responsibilities. Other moves which involve new job responsibilities are either promotions or new job applications. When the Agency is considering a request for a transfer, it will base its decision on: A) the wishes of the employee, B) the skills, abilities, and experience of the employee, and C) the needs of the program for adequate and balanced staffing. In all cases the needs of the program for balanced staffing will continue to be factors.

Employees wishing to transfer to another position in the agency must work a minimum of three (3) months in their current position in order to be eligible to apply for a transfer, unless management requests or approves the change prior to three (3) months. The three (3) months requirement does not apply to transfers between residential houses in Northampton.

48.1 CP shall inform employees of all vacancies and new positions covered under this Agreement by announcing the position(s). Written notice of vacancies and any new positions will be posted as follows:

- a. Northampton campus – in Montgomery and via email to all staff
- b. Springfield campus – in the staff office

All employees in the bargaining unit are eligible to apply for any position covered under this Agreement. Employees who desire to be considered for any such vacancy or new position must notify the appropriate manager within seven (7) calendar days of the position being posted. All bargaining unit members who apply for a promotion within the bargaining unit will be interviewed. All members of the bargaining unit who apply for a transfer will meet with the immediate supervisor of the position to discuss degree of fit when an employee wants to join a different team.

48.2 Two (2) employees who will be working on the same shift and treatment team as the prospective co-worker (at Three Rivers, the Senior Family Support Counselor will be one of the two) shall interview the candidate(s) and make their recommendations (in the case of a new job classification) or possible concerns (in the case of a transfer) known, in writing, to the Supervisor of the position within 24 hours of the interview.

48.3 The candidate(s) for transfer or promotion shall be interviewed by the supervisor of the position. The Supervisor shall submit their recommendation to the Program Director, who will submit their recommendations to the Chief Executive Officer.

48.4 The Chief Executive Officer shall hire the recommended candidate unless there is significant disagreement among those who interviewed the candidate(s). In this case, the Chief Executive Officer shall convene a meeting and invite all those who submitted written recommendations to attend in order to review all of the viewpoints. If resolution of the disagreements is not achieved in this meeting, the Chief Executive Officer shall interview the candidate(s), if the Chief Executive Officer deems this necessary, and make a decision as to who will be hired.

48.5 In the event that the Program Director deems there to be two or more equally qualified candidates among the employee applicants, the most senior of the employees shall be recommended for the position following the completion of the above process.

48.6 Transfers will occur as soon as program needs of adequate and balanced staffing can be met. Transfers will occur no more than eight (8) weeks from the position being offered and accepted.

48.7 In the event that the Program Director does not recommend a candidate for the position out of the pool of employee applicants, the Hiring Process, as described in Article 34, shall be implemented. The Agency shall not be restricted from advertising and/or interviewing external candidates while the interviewing process for internal candidates is in process. In the event that candidates for employment (internal and external) are judged by CP to be equally qualified and appropriate for a vacancy, the candidate with a history of employment at CP shall be offered the position.

48.8 After a position is filled, CP shall notify all applicants that the vacancy has been filled.

Article 49: Hiring Process

49.1 CP and the Union are committed to hiring the most qualified and competent candidates available for all of the employment positions at CP. Towards this end, both parties agree to the following:

(a) CP shall be responsible for advertising positions, monitoring the hiring process, conforming with all applicable State and Federal regulations on Affirmative Action and Equal Opportunity, and hiring all employees covered under this Agreement. When CP elects to fill an internal position, CP shall promptly post the position in all programs. Both parties agree, in spirit and in principle, to facilitate the hiring process so that all positions are filled in a timely manner. Towards this end, CP shall inform all candidates who are applicants for those positions covered by this Agreement as to the status of their application within three (3) weeks. At that time, candidates for prospective employment shall be informed as to whether they are:

1. hired,
2. not hired, or
3. given the opportunity to withdraw or keep their candidacy active.

All bargaining unit members who are candidates for said position shall be granted an interview.

(b) For those positions covered by this Agreement, the supervisor for the position shall conduct screening interviews and develop a list of finalist

candidates. At NCCF, the two (2) employees who will be working on the same shift and as part of the same identified treatment team as the prospective employee and at Three Rivers, the Senior Family Support Counselor and a Family Support Counselor shall be invited to review resumes, interview the finalist candidate(s) and make their recommendations known, in writing, to the supervisor for the position. When hiring a Family Support Counselor, two Family Support Counselors on the shift shall interview candidates. These interviews shall be conducted jointly and shall be limited to no more than one (1) hour per candidate and shall be conducted during normal working hours. Taking into account the recommendations of the covered employees involved in interviewing, the manager will make the manager's recommendation to the Program Director. The Chief Executive Officer shall hire the individual recommended by the supervisor for the position at NCCF or the Program Director at Three Rivers unless there is significant disagreement among those who interviewed the candidate(s). In this case, the Chief Executive Officer shall convene a meeting and invite all those staff members who submitted written recommendations to attend in order to review all of the recommendations. If resolution of the disagreements is not achieved in this meeting, the Chief Executive Officer shall interview the finalist candidate(s), if the Chief Executive Officer deems this necessary, and make a decision as to who shall be hired.

(c) Whenever Cutchins Program is hiring a management position that supervises Union members, three members of the supervisor's campus shall be invited to review resumes and interview finalist candidate(s) and make their recommendations known, in writing, to the supervisor of the vacant position within 24 hours of the interview. These interviews shall be conducted jointly by the employees and shall be limited to no more than one (1) hour per candidate and shall be conducted during normal working hours. Those employees who conduct such interviews shall be invited to attend a meeting where the Program Director will recommend to the Chief Executive Officer which candidate the Program Director feels should be hired, and all of the staff members who interviewed the candidates shall have the opportunity to discuss the strengths and weaknesses of each candidate. If all those participating in this meeting are unanimous as to which candidate is best for the position, the Chief Executive Officer shall hire that candidate. If there is disagreement as to which of the candidates is best for the position, the Chief Executive Officer shall consider all of the viewpoints presented and decide which of the candidates should be offered the position. The Chief Executive Officer shall inform those employees who supported candidates other than the one selected of the Chief Executive

Officer's choice and the reasons for that decision prior to offering the position. Should employees desire a meeting with the Chief Executive Officer to discuss the Chief Executive Officer's decision, it shall be arranged, but such a meeting shall not prohibit the hiring process from continuing.

49.2 Affected program participants and their families shall have input into the hiring and evaluation of staff. To have input in hiring means that youth served who are affected by a new hiring decision, and an identified family member, shall have the opportunity to interview finalist candidates and to share input with management before a final hiring decision is made. Hiring decisions shall ultimately be the responsibility of management, consistent with this article in a timely process.

Article 50: Communicating Concerns and Complaints

Cutchins Programs agrees to reply to all Concern Sheets that staff present. CP will specifically respond to the concern with a clear response.

Article 51: Investigations

When CP determines it necessary to suspend a bargaining unit employee during an investigation that suspension will be paid with accrued, unused personal, vacation and/or holiday time and booked as administrative leave. If an employee does not have any personal, vacation or holiday time available, the time out will be unpaid. If in the event the investigation clears the employee of any wrongdoing, they will be reimbursed any used, accrued personal, vacation or holiday time used. If an employee is returned to work with a requirement to be retrained and/or is given corrective action, Cutchins agrees to meet with the union and discuss a return to work agreement.

Article 52: Grievance Procedure and Arbitration

52.1 The purpose of this Article is to establish a procedure for the settlement of grievances. A grievance shall be defined as any dispute arising between the parties involving the interpretation or application of this Agreement, including disputes related to wages, hours or working conditions. Both the Center and the Union strongly believe that an attempt should be made that all disputes arising between the parties be resolved

through informal discussion between the employee and their supervisor and the Union Steward, if requested by the employee. The request to initiate an informal resolution process must be made in writing within fourteen (14) days of management action being challenged. If no such request is made within fourteen (14) days, the employee no longer retains the right to initiate informal discussion. If an employee requests an informal discussion, the meeting should also be provided as quickly as possible. From the time of management's response to the informal meeting, the employee may file a formal grievance in writing within seven (7) days.

If the informal process is delayed, by mutual agreement the parties can extend the window for filing a formal grievance while awaiting the results of the informal process.

The management person involved may recommend the participation of other parties in the discussion, and the employee may also bring support from the Union.

The actual occurrence of the informal meeting must be clearly identified so that there is no misunderstanding about whether a particular conversation constituted that meeting. A simple sign-in sheet should meet this requirement.

CP will make every effort to inform employees if an outside investigation may continue to put them at risk for disciplinary action outside the actions that management has taken in response to events.

52.2 Meetings for "Informal Discussions" preceding a grievance and grievance meetings at Step I, Step II, Step III and Step IV, as referenced in this Article, shall be scheduled at mutually convenient times. Generally, such meetings will occur on work time, meaning "normal business hours," so long as the scheduling would not result in a disruption of operations. The determination as to whether or not there would be a "disruption of operations" shall be at the discretion of management."

52.3 If the grievance can not be resolved in informal discussion, the grievance shall be undertaken in accordance with the following procedure:

(a) **STEP I:** The aggrieved employee and their Union Steward and/or Union Representative first shall present the grievance, in writing, to their immediate supervisor (or see Article 47) as soon as possible but no later than twenty-one (21) calendar days following the event forming the basis of

the grievance. The written grievance shall specify the event, with applicable names, dates, times and a specific citation of the collective bargaining agreement, being grieved. In instances involving discipline, the twenty-one (21) day period shall commence on the date the Union Steward receives written notice of discipline. The supervisor may elect to meet with the employee and their Union Steward. The supervisor will give their answer to the grievance within seven (7) calendar days after the grievance has been presented to them, or if a meeting was held concerning the grievance, within seven (7) calendar days following the meeting.

(b) STEP II: If the Step One answer is not satisfactory, the grievance may be referred, with the aggrieved employee and the Union Steward and/or Union Representative providing a written, detailed statement as to why the response provided at Step 1 remains unsatisfactory and what outstanding, unresolved issues remain, to the Program Director within seven (7) calendar days after receipt of the answer at Step One or after the date when the answer should have been received if no answer is received. The grievance shall be taken up in a meeting between the Union Steward and/or an authorized representative of the Union, the aggrieved employee and the Program Director within seven (7) calendar days of such reference. The Program Director will give their answer, in writing, within seven (7) calendar days after the meeting.

(c) STEP III: If the Step Two answer is not satisfactory, the grievance may be referred, with the aggrieved employee and the Union Steward and/or Union Representative providing a written, detailed statement as to why the response at Step 2 remains unsatisfactory and what outstanding, unresolved issues remain, to the Chief Executive Officer or their designated representative within seven (7) calendar days after receipt of the answer at Step Two or after the date when the answer should have been received if no answer is received. The grievance shall be taken up in a meeting between the Union Steward and/or an authorized representative of the Union, the aggrieved employee and the Chief Executive Officer or their designated representative within seven (7) calendar days of such reference. The Chief Executive Officer or their designated representative will give their answer in writing within seven (7) calendar days after the meeting.

(d) STEP IV: If the Step Three answer is not satisfactory, and the grievance does not concern clinical issues, the grievance may be referred in writing to the Personnel Committee of the CP Board of Directors within seven (7) calendar days after receipt of the answer at Step Three or after the date when the answer should have been received, if no answer is received.

At the time Step IV is initiated, the grievant and the Union Steward and/or Union Representative shall provide a written, detailed statement as to why the response at Step 3 remains unsatisfactory and what outstanding, unresolved issues remain. The Union Steward and/or an authorized Union Representative, with the aggrieved employee, shall meet with the Personnel Committee or its designated representatives within seven (7) calendar days of such reference. The Personnel Committee or its designated representatives shall give its/their answer, in writing, within seven (7) calendar days after the meeting.

(e) STEP V: If the Step Four answer is not satisfactory, and the grievance does not concern clinical issues, the parties may call in a mediator to attempt to resolve the dispute. 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. A party desiring mediation at this stage must make its request to the other party within seven (7) days of the step IV response. The party receiving a request to mediate must respond to such request within seven (7) calendar days of its receipt or the request shall be deemed rejected.

(f) STEP VI:

1. If the grievance is not settled in Step Five, and the grievance does not concern clinical issues, the Union may submit the grievance to arbitration under the American Arbitration Association. The demand for arbitration must be filed within twenty-one (21) calendar days after the failed Step V mediation or rejection of mediation, as applicable. Any Arbitration hereunder shall be conducted in accordance with the rules then in effect of said Association applicable to labor arbitration, subject to the provisions of this Agreement. The fees and other charges of the arbitration shall be equally divided between the parties. Each grievance shall be processed separately in any arbitration proceedings under this Article, except that grievances may be processed together in particular cases by prior mutual written agreement.

2. 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 other settlement to be retroactive beyond the date on which the events forming the basis of the grievance occurred. The award of the arbitrator on any grievance properly submitted to them hereunder, if within the scope of their authority and power, shall be final and binding upon Cutchins Program, the Union and the employee(s).

52.4 The initial written grievance shall be presented to that person who was responsible for the action/decision being grieved. If the immediate supervisor's (e.g. Residential Manager) action or decision is being grieved then the written grievance must be filed with the supervisor within twenty-one (21) calendar days of the action/decision being grieved; if the grievance concerns an action or decision made by the Residential Director, Program Director or Chief Executive Officer, then the written grievance must be filed with the respective party within twenty-one (21) calendar days of the action/decision being grieved.

52.5 The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. Any such time limit may be extended in a particular case by mutual agreement provided such extension is set forth in writing and signed by the party for whose benefit the time limit is established. If it is not possible to refer the grievance to any step within the applicable time limits due to the absence of the appropriate representative of Cutchins Program, the grievance may be referred to the next step. The failure of Cutchins Program at any step to give its written answer to the grievance within the applicable time limits shall be deemed to be a denial of the grievance and shall qualify it to be referred to the next step. If a grievance is not referred by the Union to the next step in the grievance procedure within the applicable time limit, it shall be settled on the basis of the last answer given. If the grievant and/or the Union fail to meet within the specified or agreed upon timeframes, the grievance shall be settled on the basis of the last answer given by Cutchins Programs.

52.6 If during the grievance process there is an agreement to modify a letter or disciplinary notice contained in an employee's personnel file, the older version will be removed from the file to avoid confusion.

Article 53: Legal Conformity/Validity

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 54: No Strike/No Lockouts

Since this Agreement provides for the peaceful and equitable determination of all disputes herein, the Union agrees that there shall be no strikes, walk-outs, work stoppages, picketing or other work actions for the duration of the Agreement. The employer agrees that for as long as this Agreement is in effect there shall be no lockouts.

Article 55: Vacation Benefit

55.1 All employees covered under this Agreement shall accrue vacation benefit at the following rates:

First year of employment

Eight (8) hours per full calendar month of full-time employment to be paid at **3.69 hours** per biweekly pay date (96 annual hours/26 pay periods),

Second year of employment

Ten (10) hours per full calendar month of full-time employment to be paid at **4.62 hours** per biweekly pay date (120 annual hours/26 pay periods),

Third year of employment

Twelve (12) hours per full calendar month of full-time employment to be paid at **5.54 hours** per biweekly pay date (144 annual hours/26 pay periods),

Fourth year of employment and each year of employment thereafter

Fourteen (14) hours per full calendar month of full-time employment in the to be paid at **6.46 hours** per biweekly pay date (168 annual hours/26 pay periods).

Regular part-time employees shall accrue vacation leave on a prorated basis.

55.2 To be eligible for taking vacation leave using their vacation benefit, the employee must submit a request, in writing, to their supervisor,

- At least one (1) calendar week prior to taking one (1) day of vacation
- At least two (2) calendar weeks before more than one day is requested.

Such written request shall indicate that the employee's personnel records have been reviewed and that adequate vacation benefit has been accrued to cover the period being requested. All vacations must be planned with and approved by the employee's supervisor in advance of the employee taking such leave in order to insure adequate and balanced staffing. Before their vacation leave, the employee, in conjunction with the supervisor, is responsible for arranging adequate continuity of planning and dissemination of information. The supervisor shall be responsible for arranging substitutes prior to such vacation leave.

Every effort will be made by the Employer to approve of a vacation request. However, in the event that a vacation request is denied, it is important that the employee works the scheduled shift. Vacation benefit pay will be based upon the employee's regular straight-time hourly rate. Vacation preferences will be awarded on a first-come first-served basis. CP will consider short notice requests based on length of notice, balanced and adequate staffing and the reason for the short notice.

55.3 Employees may accumulate vacation benefit up to a maximum of three hundred (300) hours. Additional accruals will cease once the 300-hour cap is reached, however Employees have the ability to avoid forfeiture of time by buying-back vacation time before reaching the 300-hour cap (See Vacation Buy Back Option below)

55.4 No employee may request vacation leave during their first ninety (90) days of employment, except for those hours actually worked on holidays which are recorded in the personnel records as vacation leave.

55.5 Vacation buy back option. Employees may buy back any unused vacation benefit as long as there are at least forty (40) hours remaining in their bank. Employees may buy back at any point during the year.

Article 56: Sick Benefit

Though the ratification of this contract includes a sick time reduction from 120 to 64 hours per year (a reduction of 56 hours) over the life of the contract, CPCF has decided to allow 90 hours in the first year of the contract. Since 12 pay periods have already passed before the signing of the contract, CPCF is allowing bi-weekly employees to keep the sick time accruals that they have already earned during the first 12 periods.

This is worth approximately, an additional 26 hours. Employees who were advanced their sick time will have their advance reduced only by 30 hours, rather than 56 hours in order to assure that those that are calculated bi-weekly earn exactly the amount of those who were advanced time for the fiscal year. Then in this first year of the contract, everyone will have received 90 hours of sick time versus the proposed 56 hours. All hours are pro-rated for part-time employees.

56.1 All employees covered under this agreement become eligible for sick benefits starting on the first of the month following the effective hire date. Paid sick benefit shall be accrued at sixty-four (64) hours per year at the rate of 2.46 hours per bi-weekly pay period. Regular part-time employees shall accrue sick benefit on a prorated basis. These credits may accrue to a maximum of 520 hours of sick benefits for a full-time employee and a prorated amount for employees working less than full-time.

Notwithstanding the foregoing, new employees in their first three months of employment may borrow up to 30 hours of sick time benefit, even if they have not accrued enough hours to cover the necessary leave. Thereafter, normal accrual rates (to be paid at 2.46 hours per bi-weekly pay period) will resume beginning in the fourth month of employment.

An employee who has at least five (5) years' service with CP as of 7/1/20 will be advanced their full yearly sick benefit allotment on July 1st if in the preceding fiscal year such employee: (a) has not received any discipline related to attendance issues, and (b) has not been repeatedly granted Leave Without Pay due to exhaustion of sick time. Nothing in this section is intended to limit employee rights under the FMLA or penalize employees for the exercise of FMLA rights. Any employee who uses advanced sick time and who separates, voluntarily or involuntarily, from employment prior to earning the sick benefit shall repay the deficit to the Agency. Employees hereby authorize the Agency to deduct any such deficits from their final paycheck.

56.2 Accrued Sick Leave may be used for the absence from duty of any employee due to:

- the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical or dental care.
- to care for the employee's child, spouse/domestic partner, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care,

professional medical diagnosis or care, or preventative medical or dental care.

- to attend a routine medical appointment or a routine medical appointment for the employee's child, spouse/domestic partner, parent, or parent of spouse.
- to address the psychological, physical or legal effects of domestic violence.
- to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

In order to be entitled to be paid sick leave, an employee must notify their supervisor as soon as possible prior to the start of their scheduled shift that they will be absent on that day, unless their failure to give such notice is for reasons beyond their control, in which case they shall notify their supervisor as soon as possible thereafter. Employees shall give sufficient notice so that a substitute can be found prior to the beginning of their shift. An employee shall furnish reasonable evidence of any illness or disability acceptable to Cutchins Program, if Cutchins Program has good cause for such request.

In accordance with M.G.L. c. 149 §§ 148C & 148D (MA Sick Leave Law) CP can require written documentation if:

- (1) the employee is absent from work for more than 24 consecutively scheduled work hours;
- (2) the employee is absent for three consecutively scheduled work days;
- (3) the employee's absence occurs within two weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary workers; or the employee's absence occurs
- (4) the employee's absence occurs after four unscheduled and undocumented absences within a three-month period.

56.3 In the event of job-related stress, an employee may request sick leave after consulting with their supervisor and developing a plan for resolving the source(s) causing stress. If job-related stress is judged by Cutchins Program to be severe enough to interfere with an employee's ability to perform their job, a manager may request and schedule an employee to take such leave, after consulting with the employee and developing a plan for resolving the source(s) causing the stress. CP will post and make available the EAP (Employee Assistance Program).

56.4 Payments shall not be made in lieu of unused Sick Benefit.

56.5 Whenever an employee is receiving income under a disability insurance plan, the employee may elect to use their accrued sick benefit to cover the difference between the amount of their disability income benefits and their regular rate of pay. At no time may an employee access sick benefits, in combination with disability insurance income, so that they are receiving greater than 100% of their regular rate of pay.

56.6 Accrued Sick Benefit to be listed on bi-weekly benefit statements.

Article 57: Holiday Benefit

57.1 All employees covered under this Agreement will receive holiday benefit for each of the following holidays as they are observed during each calendar year:

Category A

Martin Luther King Jr. Day
Presidents' Day
Patriot's Day
Columbus Day
Day following Thanksgiving

Category B

New Year's Day*
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day**

* New Year's Day = 6PM New Year's Eve through 6PM New Year's Day.

** Christmas Day = 6PM Christmas Eve through midnight of Christmas Day.

Any Employee who does not celebrate Christmas may voluntarily swap the Christmas Day holiday for another religious holiday which the Employee celebrates.

57.2 For each of the holidays observed as a paid holiday under this Agreement, a regular full-time employee will receive eight (8) hours holiday benefit at the employee's regular straight-time hourly rate. Regular part-time employees will receive holiday benefit on a prorated basis.

57.3 When an employee actually works on a holiday observed as a paid holiday, they will have up to eight (8) of their accrued holiday benefit hours recorded under their holiday bank, which is paid if the employee leaves the Agency. Employees may take these accrued worked holiday benefit hours under the same conditions as detailed in the Vacation Benefit article of this

Agreement. It is important that Employees who are scheduled to work on a Holiday meet their obligation to work, unless prior arrangements and authorization is given by CP, an Employee who calls out sick will be paid either holiday time or sick time for the scheduled hours, but not both.

57.4 Whenever an employee actually works on a Category B holiday, they will be paid time and one-half the employee's regular straight-time hourly rate for each hour worked during the twenty-four (24) hour period of that holiday.

57.5 Whenever a holiday observed as a paid holiday falls on a day an employee is regularly scheduled to be off, the employee's supervisor, after consulting with the employee, will make every effort to schedule the employee's holiday leave at a time when no substitute shall be required. The supervisor shall, however, have the authority to schedule an employee's unworked holiday at a time when a substitute is required if they cannot otherwise schedule the unworked holiday leave. The supervisor will not schedule the employee's accrued unworked holiday leave for less than eight (8) hour blocks of time.

57.6 If one of the paid holidays occurs during an employee's vacation, the employee will be entitled to holiday pay for that day in lieu of vacation pay and the unused vacation leave benefit may be rescheduled.

57.7 Requests for holiday time off are subject to operational and staffing needs. Multiple requests for the same holiday time off within a shift will be coordinated with the shift-staff by the manager.

57.8 Full-time members of the bargaining unit will receive a Veterans Day Holiday benefit in the form of an eight (8) hour yearly allotment of Flexible Holiday Time (FHT). This benefit will be pro-rated for part-time employees. Each eligible employee will begin July 1st with the employees' yearly allotment for FHT. Usage of FHT need not be in full day increments. FHT does not accumulate or roll over from year to year. In the event that FHT time is not used by the end of the year (June 30th), it shall be forfeited, unless through no fault of the employee. If an employee is denied access to FHT due to staffing needs after proper notice and at least two attempts, the FHT may carry over to the next year.

FHT may only be used by requesting and arranging the leave with the employee's supervisor, in advance. Approval shall not be unreasonably denied; provided however that approval will not be granted if usage would

require the engagement of another employee such as relief worker in order to maintain coverage. Notwithstanding the foregoing an employee with five or more years' service as of July 1, 2020, may use FHT in the same manner as if it were sick time.

For NCCF Day positions and Overnight Staff, the agency recognizes that relief staffing may be required in order to allow FHT usage. Accordingly, permanent NCCF Day employees and Overnight employees may use FHT even if usage would require relief coverage, so long as relief coverage is available at straight time rates. Approval will be denied if an Overnight employee's FHT request would require the Agency to pay overtime wages to cover the leave.

In the event that an employee requests and is granted permission to take an entire day but does not have sufficient FHT to cover the leave, the employee must apply other available accrued benefit time, as needed, to cover all scheduled hours for the day. In such case, the portion of leave covered by other benefit time could be covered by a relief worker.

Article 58: Personal Benefit

58.1 Each regular full-time employee is entitled to accrue twenty-four (24) personal benefit hours per year (to be paid at **.92 hours** per biweekly pay period). Regular part-time employees who work sixteen (16) hours a week or more will receive pro-rated personal benefit. Personal days may be used separately or together. A maximum of twenty-four (24) hours may be accumulated at any one time by a full-time employee.

58.2 An employee is expected to provide their supervisor with as much prior notification as is reasonably possible prior to taking such leave.

Article 59: Small Necessities Leave Act

Pursuant to Small Necessities Leave Act (SNLA), employees who are eligible to take FMLA leave (e.g. employees with at least one year of service with CP and who have worked at least 1250 hours in the previous twelve (12) months) are also entitled to take up to twenty-four (24) hours of unpaid leave per year, calculated on a rolling basis, in order to:

- Participate in school activities directly related to the educational advancement of a son or a daughter of the employee, such as

- parent-teacher conference or interviewing for a new school;
- Accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
- Accompany an elderly relative (i.e., at least age 60) of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

The twenty-four (24) hours of leave may be taken on an intermittent basis, in minimum increments of one-hour. An employee is required to provide their supervisor with at least seven (7) days notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable. An employee taking SNLA leave may elect, or CP may require, that the employee apply accrued benefit time to the leave. The rights and benefits provided in this Article are intended to be consistent with and no greater than the rights and benefits afforded under M.G.L. c.149, sec. 52D.

Article 60: Leave Without Pay

At the discretion of the Chief Executive Officer, an employee may be granted Leave Without Pay (LWOP). An employee may request LWOP in an amount totaling one (1) week of leave per six (6) months of continuous employment. An employee may use up to eight (8) weeks at any one time. LWOP requests will be considered in accordance with the following general parameters:

- (a) Whenever possible, requests should be made in writing with at least four weeks' notice;
- (b) Employees are expected to deplete accrued vacation, personal and holiday leave prior to requesting LWOP;
- (c) LWOP is not intended as a supplement to sick time to cover absences or tardiness when sick time has been exhausted;
- (d) LWOP is intended to be used in blocks of time of at least one week.

In extenuating circumstances, the Chief Executive Officer may approve a LWOP request that does not meet the above parameters. Provided, however, that if an employee is asking the Chief Executive Officer to exercise their discretion and approve a LWOP request on short-notice to

cover an absence or late arrival because the employee's sick time has been exhausted, such request will not be considered unless the employee produces a written explanation describing the extenuating circumstances warranting LWOP. Such writing should be submitted within two days following the initial verbal request, with medical documentation included to the extent applicable. If the LWOP request is denied, discipline may result in connection with any unapproved absence taken.

Under no circumstances will LWOP be granted if it would seriously affect the Agency's services in an adverse manner.

NO employment benefits will be paid or accrued during LWOP.

Article 61: Family and Medical Leave

61.1 All regular full-time and regular part-time employees who have been employed at the Agency for a minimum of twelve (12) months and who have performed at least 1,040 hours of service during the previous twelve (12) months will be eligible to take up to twelve (12) weeks of unpaid family and medical leave during any given twelve (12) month period. This 12-month period is a "rolling" period measured backward from the date an employee uses any FMLA.

61.2 In order to receive family and medical leave, an employee must provide the Chief Executive Officer with written notification at least thirty (30) days in advance, when it is foreseeable, and project the duration of the leave. When the leave involves planned medical treatment, the employee is required to reasonably adjust the time of the leave so as to not unduly disrupt the operations of the Agency.

61.3 All eligible employees have the right to apply for up to twelve (12) weeks of leave, without pay or benefits, for the following circumstances:

- A. The birth and care for the employee's newborn child. The employee must conclude their leave within twelve (12) months following the birth of the child.
- B. The placement of a child for adoption or foster care. The employee must conclude their leave within twelve (12) months following the placement of the child.

- C. The care for an immediate family member (spouse, domestic partner, child under eighteen (18), child over eighteen (18) who is a legal dependent, or parent) with a serious health condition. Intermittent leave and reduced leave schedules will be made available for those employees seeking leave to care for a primary dependent with a serious health condition. A reduced leave schedule may either be used to reduce the number of hours per work week or workday.
- D. The inability of an employee to perform his or her normal work duties due to a serious health condition. (A serious health condition is an illness, injury, impairment or physical or mental condition where:
 - a) In-patient care is required, or
 - b) a person is incapacitated from daily activities for more than three calendar days and is continually treated by a health care provider, or
 - c) the continued treatment by a health care professional for a chronic or long-term health condition or prenatal care is required.)Intermittent leave and reduced-leave schedules will be made available for those employees seeking leave for serious health conditions.

61.4 While on family and medical leave, the Agency may require, or an employee may request to utilize any benefits they have accrued for any portion of the leave period.

61.5 When a couple are both employed by the Agency, both members of the couple are entitled to a combined total of 24 weeks of leave for the birth or placement of a child, or to care for a sick parent. This limitation does not apply if the leave is for personal illness, or the care of a sick child or partner.

61.6 While on family and medical leave, the Agency will protect the employment and benefits of the employee. Employees on such leave will be restored to the same or equivalent position at the same pay, benefits, and terms and conditions of employment. With the exception of health care benefits, the accrual of all seniority and employment benefits will freeze until the employee returns from leave. An employee is not entitled to be restored to any right, benefit, or position of employment other than any

right, benefit, or position the employee was entitled to prior to their leave. (For example, if a layoff occurs while an employee is on leave and the employee would have lost their employment had they been working; the employee is not entitled to be restored to their job).

61.7 Health care coverage under the Agency's group health plan will be maintained for the employee on family and medical leave for the duration of the leave. If the employee is paying a portion of their health insurance premium, the employee will continue to pay the same proportion during their leave. In situations where the employee fails to return to work for reasons other than:

- (A) the continuation, recurrence, or onset of a serious health condition, or
- (B) other circumstances beyond the control of the employee,

the employee will repay the Agency for the full cost of premiums paid for their health care benefits during the leave.

61.8 When an employee's request for leave relates to a serious medical condition concerning themselves or family members, the Agency may require proper certification from a health care provider. Such certification may be required when the employee requests the leave, the employee looks to resume working if the leave was for the employee's illness, and when the employee is unable to return to work due to the continuation, recurrence or onset of the serious medical condition.

61.9 When an employee initially requests leave for a serious health condition, the Agency may require the employee to obtain a second opinion, at the Agency's expense. The Agency may choose the health care provider for the second opinion, provided that the health care provider is not regularly employed by the Agency. In the event that there is a dispute between the first and second medical certifications, a third certification will be performed which will be deemed binding on both parties. The third health care provider will be jointly approved and designated by the Agency and the employee.

61.10 Cutchins recognizes that in certain circumstances a disabled employee may require a limited period of additional unpaid medical leave as a "reasonable accommodation." The Chief Executive Officer will assess requests for such accommodation on a case-by case basis.

Article 62: Paid Family and Medical Leave- Massachusetts Law

It is anticipated that paid leave will become available to eligible Employees in 2021, through the Massachusetts Paid Family and Medical Leave Law, G.L. c. 175M (PFML). Employees shall not be discriminated against or treated less favorably than non-union employees for purposes of the PFML including in the calculation and withholding of PFML payroll deductions. The employer will make PFML payroll deductions to the full extent permitted by law.

Article 63: Parental Leave

A full-time employee who has successfully completed their provisional period, but who is not eligible for FMLA leave because, for example, the employee has less than one year of consecutive service with CP, shall be eligible for eight (8) weeks of unpaid parental leave. Such leave may be taken for the purpose of giving birth or for adopting a child under the age of eighteen, or for adopting a child under the age of twenty-three if the child is mentally or physically disabled. Parental leave under this section shall normally commence upon birth or legal adoption of a child. Use of any accrued vacation, holiday, and sick time may be applied during unpaid leave.

An employee requesting parental leave must give at least two (2) weeks' notice of their anticipated date of departure and intention to return. Upon completion of the leave, the employee shall be restored to their previous position, or similar position with the same status, pay, and seniority, as of the date of their leave.

The rights and benefits provided in this Article are intended to be consistent with and no greater than the rights and benefits afforded under M.G.L. Ch. 149 Section 105D, except that both male and female employees shall be treated equally.

Article 64: The MA Pregnant Workers Fairness Act

In accordance with M.G.L. c. 151B, §4, The Pregnant Workers Fairness Act ("the Act"), CP does not discriminate against an employee due to pregnancy or a condition related to pregnancy including, but not limited to, lactation or the need to express breast milk for a nursing child.

Any pregnant employee or pregnant prospective employee, or an employee or prospective employee with a pregnancy related condition, may request accommodations in order to accomplish the essential functions of their job. Upon the request of an accommodation from the employee or prospective employee, CP will engage in a timely, good faith and interactive process to determine what reasonable accommodation may be made, absent undue hardship, to enable the employee to perform the essential functions of the position.

The act defines some reasonable accommodations as:

- More frequent or longer paid or unpaid breaks
- Time off to recover from childbirth with or without pay
- Offering or modifying seating or equipment
- Job restructuring
- Light duty
- Private non-bathroom space for expressing breast milk
- Assistance with manual labor and
- Modified work schedule

Article 65: Nursing Breaks

Employees who have returned to work after the birth of a child and who are nursing mothers will be allowed to take breaks during the workday in order to express milk. Employees who are taking nursing breaks in order to express milk must review with their supervisor their estimated schedule for these breaks. Non-exempt employees must also notify their supervisor both when they are leaving their workstation to begin their nursing break and when they return to work at the end of their nursing break. If the non-exempt employee requires a nursing break longer than 20 minutes, the time spent on nursing break will be unpaid.

Article 66: Other Medical Leave

66.1 Employees not covered under Article 61 (FMLA) may receive up to four (4) weeks of Personal Medical Leave. Employees must access accrued benefits and then take unpaid leave for the balance of the time. If on unpaid leave, an employee would have to assume the full cost of insurance premiums in order to maintain coverage.

66.2 This section refers to employees not covered by Article 61 and who:

- 1) are regularly scheduled to work 16 or more hours/week;
- 2) have worked more than 90 days;
- 3) have completed their provisional period; and
- 4) have been employed for less than twelve (12) months

(a) At the time of a birth or adoption of a child, Maternity Leave or Paternity Leave for child-rearing purposes will be granted to employees who have met the above criteria and who give not less than one month's notice of the impending leave and projected duration of leave. Maternity or Paternity Leave will be granted, without pay or benefits, for a period not to exceed eight weeks. A person may use sick leave, vacation, holiday, or personal leave credits accrued to receive pay for this leave.

(b) An employee who is pregnant may remain in active employment until the end of her pregnancy provided that the employee submits a written statement from her physician indicating how long she may safely continue her full and active employment prior to the expected date of delivery. An employee on Maternity or Paternity Leave will be able to return to the same or similar position and resume accruing employment benefits at the same rate as on the date the leave commenced. Additional leave time in excess of the above does not carry a guarantee of reinstatement.

Article 67: Bereavement Leave

In the event an employee wishes to take advantage of benefits under this policy, the employee must contact the Program Director of their unit as soon as possible after a covered death and discuss the nature of the loss and the amount of Bereavement Leave they believe they need to attend to the funeral and take care of other matters in connection with the death.

If the Bereavement Leave is approved for a death in an employee's "immediate family," defined as follows: parent, sibling, spouse, domestic partner, child (including adopted child, step-child and child of domestic partner), foster parent/child, grandparent, grandchildren, the Employee will be granted up to five (5) days leave with pay (normal straight-time wages).

If the Bereavement Leave is approved for a death of an Employee's aunt, uncle, parent-in-law (including the parents of a domestic partner) niece or nephew brother-in-law, sister-in-law, (including, brothers and sisters of domestic partner) the Employee will be granted up to three (3) days leave

with pay (normal straight-time wages).

The amount of paid time off will be based on the number of the days the employee was regularly scheduled to work during the seven (7) consecutive calendar days following notification to their supervisor. For example, an employee who was only scheduled to work four (4) days over the next seven calendar days will receive four (4) days of bereavement time (not five) in the event of an immediate family member.

Bereavement Leave must be taken consecutively. An exception will be made, however, where an employee is notified of the death of an immediate family member while the employee is at work, and is unable to complete their shift that day, but the employee has also requested a brief delay of the commencement of Bereavement Leave, as provided for above. In such circumstance, the employee will be paid for the balance of those hours the employee was regularly scheduled to work on the day the employee is notified of the death, and such time will count towards the employee's Bereavement Leave, even though there may be a brief delay in the resumption of Bereavement Leave thereafter.

In the event of the death of some other person not covered by the above referenced familial relationships the employee may request a period of unpaid leave, from the Chief Executive Officer. The grant or denial of such leave is in the discretion of the Chief Executive Officer but shall not be unreasonably denied if the deceased is determined to be in a relationship akin to the familial relationships identified in this article. If leave is granted, the employee may apply accrued vacation time, if any, to the leave period.

Cutchins Program reserves the right to require an employee to supply verification regarding their relationship to the deceased and proof of eligibility for leave.

Article 68: Other Paid Leave

68.1 Jury Duty. Cutchins Program shall compensate each regularly employed staff member covered by this Agreement their regular wages for the first three (3) days, or part thereof, of trial juror services. CP will pay the difference between the employee's normal straight-time wages and the amount they receive from the court for the time they are absent for reasons of being selected as a juror or actually serving as a juror beyond three days. The Agency will not pay for any time spent by an employee who is serving

jury duty when that time falls on a day that employee is scheduled to be off. An employee who seeks compensation from Cutchins Program for their service as a trial juror must present the applicable juror service certificate to the Chief Executive Officer, or their designee, within thirty (30) days after the termination of their term of juror service. Such certificate from an appropriate court official must show the date and time served and the amount of pay received in order for the employee to be compensated. All of the employer's rights, duties and penalties as detailed in Chapter 234A of the Massachusetts General Laws shall be honored by the Union and employees covered under this Agreement.

68.2 Religious Services. Employees may request that they be allowed to attend religious services (e.g., Good Friday, Yom Kipper, Rosh Hashanah, Ramadan, Kwanza, etc.) when these services are held during their normally scheduled work hours. To be eligible to utilize paid time off, including vacation time, the employee shall notify their supervisor of their intention to attend said services at least one (1) week prior to the services. Cutchins Program shall permit the employees to utilize paid time for the religious holiday. If the employee has no accrued paid time available, then the employee may be granted unpaid leave to observe the holiday.

68.3 Industrial Accident Board. If an employee is requested to appear before the Industrial Accident Board to testify before any of their proceedings, Cutchins Program will pay their normal straight-time wages for all time they are absent for this reason during their normally scheduled workday. To be eligible for payment under this article, the employee shall notify their supervisor promptly after receipt of their notification to attend such hearings, must give at least twenty-four (24) hours notice of intended absence and must furnish a written statement from the appropriate Board official showing the date and time present.

Article 69: Military Leave

69.1 Personnel who are members of a reserve unit component of the Armed Services are entitled to military leave. If military pay is less than weekly wages during this military leave, the Center will make up the difference, not to exceed two weeks per year.

69.2 Members of the National Guard who are temporarily called to duty in the event of a natural disaster or civil disturbance are also entitled to military leave. Any pay differential will be made up by the Center, not to

exceed two weeks per year.

Article 70: Domestic Violence Leave

Cutchins has a zero-tolerance policy against sexual assault, domestic violence, and stalking behavior. The parties recognize that abusive behavior, whether occurring within or outside the workplace, can undermine the integrity of the workplace.

In accordance with M.G.L. c.149, sec 52e, all Employees, regardless of their eligibility for other leave, are eligible for up to fifteen (15) days of unpaid leave in any twelve-month period to address the consequences of abusive behavior, whether to themselves or family members.

To be eligible for leave, an Employee

- (a) must not be the perpetrator of the abusive behavior, and
- (b) must be taking the leave from work

- to seek or obtain medical attention, victim services, or legal assistance; to secure housing;
- to obtain a protective order from a court;
- to appear in court before a grand jury;
- to meet with a district attorney or other law enforcement official;
- to attend child custody proceedings; or
- to address other issues directly related to the abusive behavior against the Employee or the Employee's family member.

Except in cases of imminent danger, an Employee must provide reasonable advance notice of the need to take leave. If an Employee takes leave due to imminent danger and cannot provide advance notice, the Employee must notify Cutchins within three (3) workdays.

Employees may be requested to provide documentation after returning to work verifying that the Employee or a family member has been a victim of abusive behavior and that the leave was taken to address issues directly related to the abusive behavior. Employees shall be given a reasonable period to provide such documentation.

“Family member” includes, and is limited to, the following:

- Persons who are married to one another
- Persons in a substantive dating or engagement relationship and who reside together

- Persons who have a child in common
- A parent, stepparent, child, stepchild, sibling, grandparent or grandchild; or
- Persons in a guardianship relationship

Confidentiality

Any documentation provided to CP may be maintained in the employees record only for as long as required to make a determination as to whether the employee is eligible for leave .

- All information must be kept confidential and must not be disclosed, unless:
- Requested or consented to, in writing, by the employee;
- Ordered to be released by a court of competent jurisdiction;
- Otherwise required by applicable federal or state law;
- Required in the course of investigation authorized by law enforcement; or
- Necessary to protect the safety of the employee or others employed at the workplace

Article 71: Voting

If an employee is scheduled to work on Election Day, the Agency shall ensure that the employee has sufficient time to vote. For purposes of this Article, “sufficient time” shall mean that the employee is unscheduled for at least a two-hour period of time between the time polls open and close.

Article 72: V-Cap

Upon receipt of a duly authorized and executed voluntary payroll deduction authorization form, the employer agrees to deduct per pay period voluntary designated political action committee contributions to the UAW V-Cap Fund, so long as the Fund maintains its status as a lawful political action committee. The employer shall not be obligated to make such deductions 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 of left the bargaining unit. The employer agrees to remit such deductions no later than the end of the next calendar month to UAW V- Cap (Federal EIN 38-0679801), in care of Bank One Dept. 78232,

Article 23, Voluntary Exchange, P.O. Box 7800, Detroit, MI 48278-0232. A list of each employee for whom a deduction has been made and the corresponding deductions shall be forwarded along with the deductions.

Article 73: Disability Insurance

73.1 The Agency will provide a long-term disability insurance plan for all regular full-time and regular part-time employees, who work at least twenty (20) hours per week, and who have worked at the Center for a minimum of one year. No temporary or seasonal employees will be eligible for this insurance. There will be a ninety (90) calendar day elimination period under the scheduled of benefits.

73.2 In the event that an employee suffers a long-term disability and they have depleted all of their Accrued Benefit Leave hours, the Agency will continue to pay the disability insurance premiums for that employee, from the point of disability to the end of that employee's elimination period, at which time the employee will be covered under the disability insurance program.

73.3 Conditions imposed by the disability insurance policy carrier, the insurance industry, or the financial well-being of CPCF, may result in CPCF making modifications to this benefit or deciding to terminate this benefit. The Agency will make every effort to notify and consult with the Union prior to modifying or deleting any provisions of this article, but such notification and/or consultation efforts shall not preclude CPCF from taking the actions it deems necessary. CPCF shall meet with representatives of the Union within thirty (30) days of making any modification or deletion to explain these modifications or deletion to the Union.

73.4 Short Term Disability: Cutchins Programs is committed to providing a comprehensive benefit package, including a Short-Term Disability plan that employees may purchase at group rates. Short Term Disability insurance covers any physical condition, injury or illness that prevents an employee from working, without being necessarily work-related, for up to 90 days. Employees interested in purchasing Short Term Disability may contact the human resources department for more information.

Article 74: Cafeteria Plan/Health Insurance

74.1 As long as the Agency determines that it is fiscally prudent and Internal Revenue Service regulations continue to provide the structural mechanisms, the Agency will provide a "flexible benefit plan" (i.e., cafeteria plan) for all regular full-time and regular part-time employees who work twenty (20) or more hours per week. Each plan year (July 1 - June 30), the Agency will contribute to the employee's cafeteria plan an amount which will be based upon the cost of the Agency's sponsored health insurance plan each employee selects (i.e. individual or family plan). If the employee selects individual coverage insurance the Agency will contribute an amount equaling eighty percent (80%) of the cost of the Agency sponsored base individual health insurance plan to that employee's cafeteria plan. If an employee selects either family or double coverage, the Agency will contribute an amount equaling sixty-five percent (65%) of the cost of the agency coverage.

For employees hired on or before July 1, 2019: If such employee is receiving a payment from CP of \$227.84/month as of July 1, 2019, because the Employee selected no health insurance coverage (and provided proof of other health insurance coverage not including MA Health or other government subsidized coverage) the Agency will "grandfather" the employee and continue to provide such benefit, provided however, that the benefit will cease if the Employee subsequently elects group health insurance coverage through the Agency.

74.2 The Agency will attempt to maintain its health insurance plan at the same coverage level as in effect on the effective date of this Agreement. However, Cutchins Program may, for any fiscal year, subject to a minimum of thirty (30) days prior notification to the Union, substitute a different health insurance plan, or any portion thereof, as its base plan. When a plan change is being made pursuant to this article, within 30-day notice period employees will be given the opportunity to discuss the change with the employer, to ask questions, and to provide input regarding the change. The Agency may not substitute a health insurance plan for the existing plan unless the new plan's benefit coverage is equal or comparable to the previous base plan's coverage.

74.3 In the event that the Agency determines it is no longer fiscally prudent or the Internal Revenue Service regulations no longer continue to provide the structural mechanisms for a "flexible benefits plan", the Agency may decide to cease providing employees access to such a plan. If such

circumstances develop, the Agency will contribute the same amounts detailed above to employees' health insurance plans.

74.4 Part-time employees who work 20 hours a week or more will receive prorated employer contributions.

74.5 Employer contributions will be made on a prorated basis over the course of the plan year.

74.6 Before each plan year begins, each employee must select the benefits they want and how much of the employer's contribution should go toward each benefit. Employees can choose to receive their entire contribution in cash (and pay taxes on the income), if they provide the Agency with documentation that they have health insurance through another plan, or use a portion of it to pay for the following benefits or expenses during the year: Health Care Reimbursement Account, Dependent Care Assistance Account, and Premium Expenses Account. A detailed summary of this flexible benefit plan, application form and appropriate reimbursement forms are available from the Human Resources Department. If an employee fails to complete the required paperwork for their cafeteria plan selections, within the stipulated deadlines of the Plan Document filed with the Internal Revenue Service, they will be subject to the limitations of the cafeteria plan.

Article 75: Meals

Employees covered under this Agreement shall be entitled to meals during their regularly scheduled hours of work. Staff not on duty shall not be entitled to eat Agency-purchased food. Meals eaten with children are not considered a "meal break" unless an employee chooses to eat their meal with the children while on their break.

Article 76: Tax Shelter Annuity Plan

The Agency has a Tax-Deferred Retirement Plan available for Employees to provide funds for their retirement and to provide funds for their beneficiaries in the event of their death. All Employees are eligible to participate in the plan. Employees may voluntarily reduce their salary and place their own funds into a separate annuity plan; under a salary reduction agreement with the Agency. Employees may agree to reduce their future salary payments by a specified amount and the Agency will apply the salary reduction amount to annuity purchase payments on behalf of employees.

Details on this plan are available in the personnel manual, from the Chief Financial officer (CFO) or from a representative of the company which holds the plan.

Article 77: Wages

Massachusetts legal minimum wage requirements are listed below for convenience only:

Massachusetts Minimum Wage

<u>Effective Date</u>	<u>Amount</u>
January 2019	\$12.00/hr.
January 2020	\$12.75/hr.
January 2021	\$13.50/hr.
January 2022	\$14.25/hr.
January 2023	\$15.00/hr.

77.1 Raises and Stipends

Year 1 The wages of all current Employees will be increased consistent with the spreadsheet provided to the Union. After factoring in the new health insurance Employee contributions, Employees shall receive the applicable proposed new hire rate or at least 3.0% wage increase, whichever is greater.

This year 1 wage increase, along with the changes made to the sick leave, vacation and health insurance premium contribution provisions, shall become effective upon ratification of the successor CBA by the union and shall be applied retroactively for five (5) months (no earlier than July 1, 2019); provided however that if ratification does not occur before January 1, 2020, there shall be no retroactivity.

Year 2: Effective July 1, 2020, wages will be increased at NCCF and Three Rivers by 2% for those Employees with at least five years of service as of 7/1/20, other Employees will receive 1%.

Year 3: Effective July 1, 2021, wages will be increased at NCCF and Three Rivers by 1% provided however that if CP obtains a new service contract with the state prior to 7/1/21, CP will increase wages as in year two (i.e. 2%

for those Employees with at least five years' service as of 7/1/21, and 1% for other Employees.

In order to be eligible for a July 1 wage increase, an employee must have been hired prior to October 1st of the prior calendar year. (Example: in order for an employee to receive an increase as of July 1, 2020, they had to have been hired prior to October 1, 2019).

The above percentage increases shall be calculated on an employee's base rate, before factoring in any stipends or raises.

77.2 New Hire Rates. The following New Hire Rates shall be in effect upon ratification:

Family Support Counselor (FSC):

\$15.00/hr.

Senior Overnight Family Support Counselor (Senior Overnight FSC):

\$15.75/hr. (FSC rate +5%)

Senior Family Support Counselor (SFSC):

\$16.50/hr. (FSC rate +10%)

For all employees promoted from FSC to SFSC, wages shall be increased by 10%. At Three Rivers, wages will be increased by 5% for an employee promoted from FSC to Senior Overnight FSC.

77.3 Compensation for Overnight On-Call. For being available for Overnight On-Call, employees will be compensated \$15.00/night on Sunday-Thursdays and \$20.00/night on Friday-Saturday. If the on-call employee is called in to work, those work hours will be compensated at the higher of \$20.00/hour or 1.5 times that employee's regular rate of pay.

77.4 Fundraising. The Agency is committed to exploring opportunities to generate revenue through private fundraising and grants. Subject to confidentiality concerns, the Agency will meet with employees at least once per year to provide an update as to its fundraising efforts. Also, both the Union and the Agency agree to work diligently and cooperatively to seek increased funding from the Commonwealth for the residential contracts Cutchins Programs holds with the Department of Mental Health.

Article 78: Termination Notice

78.1 Given the nature of the population that the Agency serves, Cutchins Program and the Union fully recognize the need for there to be quality terminations of the relationship between staff members and clients when employees choose to leave employment. Both parties to this contract agree on the programmatic importance of employees informing their supervisor at the earliest possible moment that they intend to leave. It is agreed that a four (4) week period of time is an appropriate goal, to allow for quality termination of these relationships. Employees covered under this Agreement, agree to make every effort to give a minimum of four (4) week's notice of their resignation. Provided, however, that the parties recognize that it is not always possible for an employee to provide the full four (4) weeks notice. In such circumstances a minimum of two (2) weeks' notice is required.

78.2 An employee who leaves employment with less than two (2) week's notice will not be considered to have left the agency in good standing.

78.3 Written resignations must be submitted to the Chief Executive Officer. The Agency's official date for recording the receipt of the resignation letter shall be the date the written resignation is received by the Chief Executive Officer.

78.4 CP and the employees covered under this Agreement shall abide by the "Policy on Use of Benefit Leave During Final 30 Days of Employment" which is in effect at the time an employee leaves employment (see the following Article).

Article 79:

Benefit Leave During Final Thirty Days of Employment

79.1 An employee's last day of actual work on the job site shall be the employee's last date of employment.

79.2 Payable accrued benefits will be reimbursed through the last date of employment. Health Insurance coverage will terminate at the end of the month of the last date of employment. If CP terminates employment, the employee may request an extension due to special circumstances or hardship (including but not limited to previously scheduled appointments).

79.3 An employee is not authorized to use their accrued benefit leave (vacation, holiday, personal, or sick leave) as a means of extending their period of employment. An employee is not authorized to use their accrued benefit leave as a means of meeting the minimum requirements for notice of resignation (e.g., an employee is not allowed to give one week notice and use one week of leave in order to satisfy the requirement of two weeks' notice of resignation and to leave in good standing).

79.4 A supervisor may authorize vacation leave during the employee's final thirty (30) days to the extent that the supervisor deems it possible for the employee, other staff and clients to adequately complete the necessary termination work.

Article 80: Duration

80.1 Duration. This Agreement shall go into effect July 1, 2019 and shall remain in full force and effect through June 30, 2022. This Agreement will remain in full force and effect during the negotiations of any modified or successor Agreement, until a successor Agreement is reached and ratified.

80.2 Scope. During the period of collective bargaining in which this agreement was negotiated, the Union, the employees and the employer had unlimited rights to propose and negotiate in good faith any matters they so chose to propose. Both the Union and Cutchins Programs have the right to request that waivers, and modifications, additions, and/or deletions be made to any specific language or provisions of this Agreement during the period this agreement is in effect. Both parties must mutually agree and consent to the opening of this Agreement for consideration of waivers, modifications, additions, and/or deletions before negotiations actually begin. The 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. The employer agrees not to infringe upon benefits given through past policies and/or practices without just cause. It is understood that the intent of this section is to address past benefits, not abuses.

IN WITNESSETH WHEREOF, the parties hereto have set their hands and seal by their duly authorized Officers and Representatives as of the day and year first written above.

Local 2322, United Auto Workers

Chris Collington

Cora Gaulin

Kinard Montgomery

Rahsaan Slater

Nancy Fish

Cutchins Program for Children and Families, Inc.

Tina Champagne

[signatures on file]

APPENDIX I: Terms

CP: Cutchins Programs
DBT: Dialectical Behavior Therapy
DCF: Department of Children and Families
DMH: Department of Mental Health
FHT: Flexible Holiday Time
FMLA: Family and Medical Leave Act
FSC: Family Support Counselor
ICMP: Individual Crisis Management Plan
L/M: Labor/Management
LWOP: Leave Without Pay
NCCF: Northampton Center for Children and Families (Cutchins Northampton campus)
OSHA: Occupational Safety and Health Administration
SFSC: Senior Family Support Counselor
SNLA: Small Necessities Leave Act
TIC: Trauma Informed Care

APPENDIX II: Memoranda of Understanding

Resolving the parties' mutual proposals re: Article 25.1 and the use of the word "consecutive," as follows:

This confirms the parties understanding that notwithstanding the language in Article 25 regarding "consecutive" work days, the present practice by which several Three Rivers employees are working non-consecutive four-day schedules (M, T, TH, F) may be continued and shall not be deemed a violation of Article 25.

Political Activities.

This confirms the parties understanding that, notwithstanding the language of Article 35, in the discretion of Cutchins Programs, as determined solely by the Chief Executive Officer, in advance, paid time may be made available for employees to engage in certain political activities, such as lobbying in support of bills that are advantageous to the agency and its clients. Such paid time will be granted where the Employee's activity is approved in advance by the Chief Executive Officer, and where such activity occurs during the Employee's normal working time. In no event shall any Employee receive pay for personal political activities.

APPENDIX III: Job Descriptions



CUTCHINS PROGRAMS FOR CHILDREN AND FAMILIES

POSITION DESCRIPTION

Position Title:	Senior Family Support Counselors
FLSA Status:	Non-exempt
Program or Component:	NCCF/Three Rivers
Position Title of Supervisor:	Program Managers at NCCF Program Director at Three Rivers

Position Summary

Serves as the Senior Staff on the shift and assists management with the oversight and training of staff, the Medication Administration Program (MAP) (NCCF only), and performs a variety of duties as a member of the program team to meet the needs and goals of clients and families.

Essential Position Functions

1. Assists the managers in the oversight and training of staff, and assumes delegated responsibility connected to the treatment of the clients and families.
2. Works with the managers, and in their absence, works with the on call system to assume on-campus responsibility for the immediate decision making consistent with treatment plans and policies.
3. Works with the managers, and in their absence, leads the Family support specialists in implementing therapeutic activities consistent with the program's philosophy, policies and procedures, and the clients' Treatment Plans. This includes knowing the goals specified in each client's treatment plan, and monitoring and reporting behavior changes and progress.
4. Works with the managers and occupational therapy staff to plan and participate in daily, recreational, and leisure activities with clients; participates in group and community meetings; teaches

all skills related to the clients treatment plans; assists and supervises clients in all aspects of their treatment program including in home, at activities, appointments and community exposure work connected to the clients treatment plan as needed.

5. Develops relationships with clients that assist them in growth and maturation, and interacts with other treatment providers and the public, consistent with staff role prescriptions and boundaries, and the client's treatment plan.
6. Works with the managers, and in their absence the on-call system, to provide the necessary supervision and behavior management to insure client safety, to prevent crises, and to support the achievement of treatment goals.
7. Transports clients into the community for such things as time at home, recreational activities, vocational placements and community exposure work connected to the clients treatment plans.
8. Responds to crisis situations to insure client safety in accordance with established program procedures, methods, and practices including: initiating and performing humane restraints with child in care as required; providing first aid, CPR, and other needed care.
9. Communicates all necessary information to managers, supervisors, and co-workers concerning client behavior, treatment, problems, appointments, etc.; necessary shift change information; family contacts and other needed information; and completes written reports, progress reports, log entries, restraint forms, etc. in a timely manner.
10. Thoroughly completes documentation-related expectations in a timely and professional manner.
11. Performs housekeeping duties as assigned. Counselors are not expected to do deep cleaning.
12. Participates in therapist (clinical) and occupational therapy facilitated psycho-educational and activity-based groups (e.g., DBT, Sensory Modulation). Leads PAYA groups. Facilitates skills practice as needed.

13. NCCF Only: Obtains MAP certification and maintains competence in the ability to perform all MAP-related duties in collaboration with managers, nursing staff, psychiatry, and family support counselors. Remains current with all certification and recertification requirements.
14. Adheres to Cutchins Programs for Children and Families Rules, Standards, Ethics and all other policies and procedures.
15. Presents a non-threatening and compassionate demeanor to children without exception.
16. Utilizes trauma-informed interventions such as sensory supports, humor, active listening, and clear decisions.

Minimum Requirements for the Position

Degree: B.A. preferred
License and/or Certification: NONE
Years and Type of Experience: 2 years related experience

Other Skills or Requirements: Good verbal and written communication skills, excellent interpersonal skills, general computer skills, valid driver's license and ability to transport clients in the community

Physical Requirements: Ability to perform physical restraints and participate in recreational activities, visual and auditory acuity to supervise clients, the ability to drive a car, absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.



CUTCHINS PROGRAMS FOR CHILDREN AND FAMILIES

POSITION DESCRIPTION

Position Title:	Family Support Counselor
FLSA Status:	Non-exempt
Program or Component:	NCCF & Three Rivers
Position Title of Supervisor:	Managers at NCCF Program Director at Three Rivers

Position Summary

Works directly with the managers, Senior Family Support Counselors, Shift Leaders and the program team (as appropriate to each campus) to perform a variety of duties to meet the therapeutic needs of clients and to help maintain safety.

Essential Position Functions

1. Works as a member of a program team to implement therapeutic activities consistent with the program's philosophy, policies and procedures, and the clients' Treatment Plans. This includes knowing the treatment plan goals in order to monitor and report on behavior changes and progress.
2. Works with the managers, occupational therapy staff, and Sr. Family Support Counselors to plan and participate in daily, recreational, and leisure activities; participates in group and community meetings; teaches all skills related to the clients treatment plans; assists and supervises clients in all aspects of their treatment program including in home, at activities, appointments and community exposure work connected to the clients' treatment plan as needed.
3. Develops relationships with clients that assist them in growth and maturation, and interacts with other treatment providers and the public, consistent with staff role prescriptions and boundaries, and the client's treatment plan.

4. Participates in therapist, Occupational Therapy and Sr. Family Counselor facilitated psycho-educational and activity-based Groups (e.g., DBT, sensory modulation and PAYA). Facilitates practice as needed.
5. Provides the necessary supervision and behavior management to insure client safety, to prevent crises, and to support the achievement of treatment goals.
6. Transports clients in to the community for such things as home visits, recreational activities, vocational placements and community exposure work connected to the clients treatment plans.
7. Responds to crisis situations to insure client safety in accordance with established program procedures, methods, and practices including: initiating and performing humane restraints with child in care as required; providing first aid, CPR, and other needed care.
8. Communicates all necessary information to managers, supervisors, and co-workers concerning client behavior, treatment, problems, appointments, etc.; necessary shift change information; family contacts and other needed information; and completes written reports, progress reports, log entries, restraint forms, etc. in a timely manner.
9. Thoroughly completes documentation-related expectations in a timely and professional manner.
10. Performs housekeeping duties as assigned. Counselors are not expected to do deep cleaning.
11. NCCF only: Obtains MAP certification and maintains competence in the ability to perform all MAP-related duties in collaboration with managers, nursing staff, psychiatry, and family support counselors.
12. Remains current with all certification and recertification requirements.
13. Adheres to Cutchins Programs for Children and Families Rules, Standards, Ethics and all other Policies and procedures.

14. Presents a non-threatening and compassionate demeanor to children without exception.
15. Utilizes trauma-informed interventions such as sensory supports, humor, active listening, and clear decisions

Minimum Requirements for the Position

Degree:	B.A. preferred
License and/or Certification:	NONE
Years and Type of Experience:	1-year related experience

Other Skills or Requirements: Good verbal and written communication skills, excellent interpersonal skills, general computer skills, valid driver's license and ability to transport clients in the community

Physical Requirements: Ability to perform physical restraints and participate in recreational activities, visual and auditory acuity to supervise clients, the ability to drive a car, absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.



CUTCHINS PROGRAMS FOR CHILDREN AND FAMILIES

POSITION DESCRIPTION

Position Title:	Day Family Support Counselor
FLSA Status:	Non-exempt
Program or Component:	NCCF
Position Title of Supervisor:	Program Managers at NCCF

Position Summary

Assists the Managers in communicating with and monitoring of the Overnight Family Support Counselors along with performing a variety of duties as a member of the program team to meet the needs of the clients.

Essential Position Functions

1. Works collaboratively with co-workers and management in implementing therapeutic activities consistent with the program's philosophy, policies and procedures, and the clients' Treatment Plans. This includes knowing the goals specified in each client's treatment plan, and monitoring and reporting behavior changes and progress.
2. Works in conjunction with Program Managers, shift leaders, and other staff in recruiting Substitute/Overtime workers to fill vacant shifts or positions required to meet the daily functioning NCCF.
3. Transports clients into the community for such things as time at home, appointments, educational and recreational activities, vocational placements and community exposure work connected to the client's treatment plans. Completes all duties related to transport (e.g., MAP, communication).
4. Performs housekeeping duties as assigned. Counselors are not expected to do deep cleaning.
5. Obtains MAP certification and maintains competence in the ability to perform all MAP-related duties (as assigned) in collaboration with managers, nursing staff, psychiatry, and family support counselors.
6. Remains current with all certification and recertification requirements.
7. Plans and participates in daily, recreational, and leisure activities; participates in group and community meetings; teaches all skills related to the client's treatment plans; assists and supervises clients in all aspects of their treatment program including in home, at activities, appointments and community exposure work connected

to the client's treatment plan as needed.

8. Develops relationships with clients that assist them in growth and maturation, and interacts with other treatment providers and the public, consistent with staff role prescriptions and boundaries, and the client's treatment plan.
9. Provides the necessary supervision and behavior management to insure client safety, to prevent crises, and to support the achievement of treatment goals.
10. Responds to crisis situations to insure client safety in accordance with established program procedures, methods, and practices including: initiating and performing humane restraints with child in care as required; providing first aid, CPR, and other needed care.
11. Communicates all necessary information to supervisor and co-workers concerning client behavior, treatment, problems, appointments, etc.; necessary shift change information; family contacts and other needed information; and completes written reports, progress reports, log entries, restraint forms, etc. in a timely manner.
12. Participates in psycho-educational groups as scheduled, such as DBT, PAYA, and OT groups.
13. Adheres to Cutchins Programs for Children and Families Rules, Standards, Ethics and all other policies and procedures.
14. Presents a non-threatening and compassionate demeanor to children without exception.
15. Utilizes trauma-informed interventions such as sensory supports, humor, active listening, and clear decisions.

Requirements for the Position

Degree:	B.A. preferred
License and/or Certification:	NONE
Years and Type of Experience:	1 year related experience

Other Skills or Requirements: Good verbal and written communication

skills, excellent interpersonal skills, general computer skills, valid driver's license and ability to transport clients in the community

Physical Requirements: Ability to perform physical restraints and participate in recreational activities, visual and auditory acuity to supervise clients, the ability to drive a car, absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees. Please see your supervisor should you have any questions about this policy or these job duties.



CUTCHINS PROGRAMS FOR CHILDREN AND FAMILIES

POSITION DESCRIPTION

Position Title:	Senior Overnight Family Support Counselor
FLSA Status:	Non-exempt
Program or Component:	Three Rivers
Position Title of Supervisor:	Residential Director at Three Rivers

Position Summary

Serves as the Charge Staff and assists the Program Managers in the supervision and training of staff, and performs a variety of duties as a member of the program team to meet the needs of clients

Essential Position Functions

1. Assists Program Managers in the supervision and training of staff, and assumes delegated responsibility connected to the treatment of the Clients

2. Leads the Family support counselors in implementing therapeutic activities consistent with the program's philosophy, policies and procedures, and the clients' Treatment Plans. This includes knowing the goals specified in each client's treatment plan, and monitoring and reporting behavior changes and progress.
3. Remains awake and alert during the overnight hours, including regular bed checks as required by unit, and provides supervision of children during the overnight hours to ensure children are safe and following the structure of the program/unit
4. Teaches all skills related to the clients treatment plans; assists and supervises clients in all aspects of their treatment program including in home, transportation to and from activities, appointments and community exposure work connected to the clients treatment plan as needed.
5. Develops relationships with clients that assist them in growth and maturation, and interacts with other treatment providers and the public, consistent with staff role prescriptions and boundaries, and the client's treatment plan.
6. Provides the necessary supervision and behavior management to insure client safety, to prevent crises, and to support the achievement of treatment goals.
7. Transports clients in to the community for such things as home visits, recreational activities, vocational placements and community exposure work connected to the clients treatment plans
8. Responds to crisis situations to insure client safety in accordance with established program procedures, methods, and practices including: initiating and performing humane restraints on child in care as required; providing first aid, CPR, and other needed care.
9. Communicates all necessary information to supervisor and co-workers concerning client behavior, treatment, problems, appointments, etc.; necessary shift change information; family contacts and other needed information; and completes written reports, Progress Reports log entries, restraint forms, etc. in a timely manner.

10. Performs housekeeping duties as assigned. Counselors are not expected to do deep cleaning.
11. Participates in therapeutic or psycho-educational groups as required.
12. Maintains a daily routine which includes light housekeeping to maintain an orderly environment; for example, but not limited to, cleaning up after activities, clearing used dishes, cups etc; cleaning up after oneself; straighten workspaces.
13. Presents a non-threatening and compassionate demeanor to children without exception.
14. Utilizes trauma-informed interventions such as sensory supports, humor, patient listening, clear decisions.
15. Adheres to Cutchins Programs for Children and Families Rules, Standards, and Ethics Policy.

Minimum Requirements for the Position

Degree:	B.A. preferred
License and/or Certification:	NONE
Years and Type of Experience:	1-year related experience

Other Skills or Requirements: Good verbal and written communication skills, excellent interpersonal skills, valid driver's license and ability to transport clients in the community

Physical Requirements: Ability to perform physical restraints and participate in recreational activities, visual and auditory acuity to supervise clients, the ability to drive a car, absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

Cutchins Programs for Children and Families promotes an equal employment opportunity workplace which includes reasonable accommodation of otherwise qualified disabled applicants and employees.

Please see your supervisor should you have any questions about this policy or these job duties



CUTCHINS PROGRAMS FOR CHILDREN AND FAMILIES

POSITION DESCRIPTION

Position Title:	Overnight Family Support Counselor
FLSA Status:	Non-exempt
Program or Component:	NCCF/Three Rivers
Position Title of Supervisor:	Program Managers at NCCF Program Director of Three Rivers

Position Summary

Assists the Program Managers in performing a variety of duties as a member of the program team to meet the needs of clients

Essential Position Functions

1. Remains awake and alert during the overnight hours, including the completion of regular bed checks and related documentation as required.
2. Provides supervision of children during the overnight hours to ensure children are safe and following the structure of the program.
3. Teaches all skills related to the clients treatment plans; assists and supervises clients in all aspects of their treatment program including in activities of daily living, home, transportation to and from activities, appointments, and community exposure work connected to the clients treatment plan as needed.
4. Develops relationships with clients that assist them in growth and maturation, and interacts with other treatment providers and the public, consistent with staff role prescriptions and boundaries, and the client's treatment plan.

4. Provides the necessary supervision and behavior management to insure client safety, to prevent crises, and support the achievement of treatment goals.
5. Transports clients into the community for such things as home visits, recreational activities, vocational placements and community exposure work connected to the clients treatment plans.
6. Responds to crisis situations to insure client safety in accordance with established program procedures, methods, and practices including: initiating and performing humane restraints as trained and only when required for safety; providing first aid, CPR, and other needed emergency care as needed.
7. Communicates all necessary information to supervisor, co-workers, and on-call staff concerning client behavior, incidents, treatment, problems, appointments, etc.; necessary shift change information; family contacts and other needed information; and completes written reports, progress report log entries, restraint forms, and all job related documentation in a thorough and timely manner.
8. Performs housekeeping duties as assigned and completes cleaning checklist. Counselors are not expected to do deep cleaning.
9. NCCF only: Staff with MAP Certification: dispenses medication and performs other MAP- related duties as assigned.
10. Maintains a routine which includes housekeeping duties to ensure an orderly and clean environment.
11. Presents with a non-threatening and compassionate demeanor to children without exception.
12. Utilizes trauma-informed interventions such as sensory supports, humor, patient listening, clear instruction and decision making.
13. Adheres to Cutchins Programs for Children and Families Rules, Standards, and Ethics Policy.

Minimum Requirements for the Position

Degree:	B.A. preferred
License and/or Certification:	NONE
Years and Type of Experience:	1-year related experience

Other Skills or Requirements: Good verbal and written communication skills, excellent interpersonal skills, valid driver's license and ability to transport clients in the community

Physical Requirements: Ability to perform physical restraints and participate in recreational activities, visual and auditory acuity to supervise clients, the ability to drive a car, absence of contagious diseases.

The description above represents the most significant and routine duties of the position but does not exclude the performance of other assigned duties or projects consistent with its essential functions and minimum requirements.

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