

Collective Bargaining Agreement

between

Youth Services Inc.

and

United Nurses & Allied Professionals,  
Local 5050

October 1, 2010 through September 30, 2014

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## Article I **Recognition**

### Section 1.1

The Employer recognizes the Union as the sole and exclusive representative of all full-time and part-time employees employed by the employer as set forth in Certification of Representation Case No. 1-RC-21742, but excluding all other employees, for the purposes of collective bargaining with respect to wages, hours and all other terms and conditions of employment.

### Section 1.2

Employees who are hired in positions covered by this Agreement, which require a state license or certification but who have not yet taken their licensure/certification exams will be covered by this Agreement.

### Section 1.3 [Successor & Assigns]

This Collective Bargaining Agreement [CBA] shall be binding in all respects upon the successors and assigns of the parties. In the event of an agreement of any kind whatsoever that results in a transfer of majority ownership, management, operational control or transfer of facilities or equipment, the Employer shall condition the agreement upon the express written assumption of this CBA in its entirety by the party or parties assuming such majority ownership, management, operational control or transfer of facilities or equipment [transferee(s)]. Not less than thirty (30) business days prior to the closing of the transaction, the Employer shall give the Union notice in writing of the agreement or proposed agreement, including the names and addresses of the transferee(s) and the principals and officers of the transferee(s) and a copy of the agreement(s) with the transferee(s) including the undertaking of the transferee(s) to assume this CBA. The parties agree that a violation of this Article shall be deemed irreparably harmful to the Union and its members for the purposes of any application for injunctive relief.

The above provision shall not apply when a grant has been pulled from Youth Services Inc. by the grantor or the administrator of the grant and awarded to another entity, or when a program is discontinued.

## Article II **Definitions**

### Section 2.1

The term “employee” is hereby defined as any person employed by the Employer and covered by this Agreement.

## Section 2.2

The term “regular full time employee” is hereby defined as an employee who is regularly scheduled to work between thirty (30) and forty (40) hours per week.

## Section 2.3

The term “regular part time employee” is hereby defined as an employee who is regularly scheduled to work between twenty (20) and twenty nine (29) hours per week.

## Section 2.4

The term “part time employee” is hereby defined as an employee who is regularly scheduled to work fewer than twenty (20) hours per week.

## Section 2.5

The term “per diem employee” is hereby defined as an employee who is available to work on an as needed basis according to the needs of the Employer.

## Section 2.6

The term “temporary employee” refers to an employee who is hired on a temporary basis of less than six (6) months to fill a specific temporary need for a specific period of time. Such employees are not in the bargaining unit and are not covered by this Agreement. In the event that a temporary position is converted into a bargaining unit position, such position shall be subject to the posting and bidding procedures contained in this Agreement. The incumbent temporary employee shall be treated as an outside applicant when bidding on such positions.

## Article III

### **Probationary Period**

The probationary period for all employees newly hired by Youth Services Inc. shall be six (6) months. This probationary period may be extended for an additional three (3) months after notice to and discussion with the Union. The purpose of the probationary period is to evaluate the fit between the employee and the employer. During the six (6) month probationary period, newly hired employees shall be given job orientation in accordance with Article XI [Orientation] herein, and receive regular supervision. In addition, there shall be an ongoing discussion between the employee and the employee’s supervisor regarding the employee’s progress and the fit between the employee and the Agency.

In the event of a layoff, newly hired probationary employees will be laid off consistent with Article XXIX [Seniority] herein. While in probation, new hires may be terminated. While in probation, new hires may be terminated without recourse by them or the Union to the grievance and arbitration procedure of this Agreement.

After satisfactorily completing the probationary period, the employee’s seniority date will be retroactive to his/her last date of hire. Continued employment beyond six (6) months shall be evidence of satisfactory completion of probation. Completion of the probationary period shall be documented in a written performance evaluation to be completed by the employee’s supervisor.

Incumbent employees who transfer to another position in the bargaining unit pursuant to Article XII [Filling of Vacancies] herein shall serve a sixty (60) day probationary period in

the position to which they transfer. If they do not complete this probationary period satisfactorily, they shall be permitted to return to the position from which they transferred. They must do so, however, inside the sixty (60) day probationary period.

## Article IV

### **Union Security – Dues Deduction**

#### Section 4.1 [Union Membership]

It shall be a condition of employment that every employee who is a member of the Union in good standing as of the effective date of this Agreement shall remain a member in good standing. Every employee covered by this Agreement employed by the Employer who is not a member shall become a member of the Union within thirty (30) days of the effective date of this Agreement. The Employer shall notify the Union, in writing, of each newly hired employee within one week (7 calendar days) of the next scheduled, planned orientation conducted by the Employer. The notification shall contain the name, complete address, telephone number, wage rate, position and work assignment.

#### Section 4.2 [Dues Deduction]

For each employee who so authorizes, the Employer will deduct from the wages due such employee, the rate of dues fixed by the Union for such employee. Not later than five (5) business days following the end of a calendar month, the Employer shall remit the dues deducted for all employees who have so authorized to the Union along with a list of the names of the employees from whom dues have been deducted and the amount deducted. All such authorizations shall remain in effect unless revoked by the employee after s/he has given a sixty (60) day written notice to the Treasurer of the Union. The Union agrees to notify the Employer, in writing, of any changes to union dues deductions. Such changes will become effective the first day of the next pay cycle following such written notification.

The Employer shall not be obliged to make dues deductions of any kind from any employee who, during any dues deduction period involved, shall have failed to receive sufficient wages after all other deductions have been made to equal dues deductions.

It is specifically agreed that the Employer assumes no additional obligations other than those arising out of the provisions herein. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.3 [Dues Deduction Form]

All authorization for dues deductions as set forth herein, shall be in the following form:

Dues Deduction Form

I, (Name of Employee), hereby authorize Youth Services, Inc. to withhold from the salary due me the rate of dues fixed by the Union. I understand that this authorization may be revoked by me upon (60) days' written notice to the Treasurer of the Union. In the absence of such notification, this authorization shall be deemed to be continuous until revoked by me or until termination of my employment. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve Youth Services Inc. and all its officers from any liability thereof.

Union dues are not tax deductible as charitable contributions for Federal Income Tax purposes. However, they may be tax deductible as an ordinary and necessary business expense.

Employee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Department \_\_\_\_\_

Article V

**Management Rights**

Except as limited by express provisions of this Agreement, the Union and Youth Services agree that all rights, powers or responsibilities of Youth Services existing before the execution of this Agreement are retained by Youth Services and that these rights, powers and responsibilities shall belong solely and exclusively to Youth Services during the term of this Agreement including, but not limited to, the right to manage Youth Services' business and property, the right to determine the standards of service to be provided and standards of productivity and performance of its employees, the right to determine counseling, teaching and other standards and methods, the right to determine the size and composition of the workforce including the utilization of contract/agency employees, to determine educational standards, to decide the number and location of offices, buildings, facilities and physical plant, to decide the quantity and type of equipment to be used in its operations, to determine the speed of such equipment and the content of job classifications, to promulgate rules and regulations, to select supervisory and managerial employees, to contract out work, to determine the time for work, staffing patterns and work areas, to determine the method and place of performing work including the introduction of improved production methods or



facilities, to determine the scheduling of work and work breaks, to determine whether work shall be performed by bargaining unit employees or others, to establish quality and quantity of work to be done, to determine whether any part of the whole of its operations shall continue to operate, to establish, change or abolish any classification or service, to maintain order and efficiency in its facilities and operations, to discharge probationary employees, to determine the duties of employees, to hire, to layoff, to assign, to transfer, to determine the qualifications of employees, to promote employees, to discipline, demote, suspend or discharge employees for just cause, to determine the starting and quitting times, to require overtime, to determine the number of hours to be worked, and to subcontract work.

## Article VI

### **Non-Discrimination**

#### Section 6.1

The Employer and the Union agree that there will be no discrimination in violation of any applicable law against any employee on the basis of an employee's age, sex, race, color, religion, handicap, national origin or sexual orientation. The Employer and the Union agree that there will be no discrimination in violation of any applicable law against any employee because s/he is or is not a member of the Union or because s/he engages in or refrains from engaging in activities protected by the National Labor Relations Act.

#### Section 6.2

No employee shall be subject to sexual harassment in the workplace. The Employer agrees to maintain a policy on sexual harassment in accordance with state law. In the event of an allegation of sexual harassment, the affected employee may grieve the issue under this Article, or may use the complaint procedure set forth in the Employer's sexual harassment policy.

#### Section 6.3

The parties to this Agreement recognize their mutual obligations under the Americans With Disabilities Act (ADA) and that such obligations are not restricted by any provision of this Agreement.

## Article VII

### **Access to Premises**

An authorized representative of the Union may visit the Agency's premises at a reasonable time normally during the regular business hours to discuss matters arising under this Agreement. It is understood that the Union Representative will notify the Executive Director prior to visiting the facility. Such visitation shall be permitted solely for the purpose of grievance handling and administering this Agreement, provided that such visitation does not interfere with the Agency's normal operations. Upon arrival at the Agency, the Union Representative shall present himself/herself to the Agency's Executive Director or designee and shall be directed to an area appropriate for the conduct of his/her business.

## Article VIII

### **Bulletin Boards**

The Union shall be able to post official Union notices pertaining to Union business on a Union bulletin board to be supplied by the Employer. The bulletin board shall be located in the copy/mail room.

## Article IX

### **Grievance Procedure**

#### Section 9.1 [Purpose]

The purpose of this procedure is to encourage the prompt and full settlement of grievances that may arise between the parties. It is the intention of the parties to attempt to resolve grievances at the lowest level.

#### Section 9.2 [Definition]

A grievance is defined as any disagreement or dispute between the Union and the Agency involving the interpretation, application, meaning or breach of the provisions of this Agreement and shall be processed according to the procedures contained in this Article.

#### Section 9.3 [Grievance Limitations]

The parties agree that the time limitations set forth below are essential to the prompt and orderly resolution of any grievance and that each will abide by the time limitations unless an extension of time is mutually agreed upon in writing. Failure to abide by these time limitations shall preclude any subsequent filing or processing of the grievance and shall constitute an abandonment of the grievance.

All grievances must be initiated within fifteen (15) business days after the alleged grievance has occurred or from when the grieving party or the Union knew, had reason to know or should have known of the occurrence giving rise to the grievance. Any grievance upon which a disposition is not made by the Agency within the time limits prescribed (or any extension mutually agreed upon) may be referred to the next step of the grievance procedure.

Grievances that affect the bargaining unit as a whole shall be initiated at Step 3 of the grievance procedure. When a grievance results from an action at the level of the immediate supervisor or the supervisor of the immediate supervisor, the grievance shall be filed at the next step of the grievance procedure.

Nothing contained herein shall prevent the parties by mutual agreement from holding informal discussions regarding the interpretation or application of any of the provisions of this Agreement.

#### Section 9.4 [Procedure]

##### Step 1

The grievance shall be reduced to writing and filed at this level with the affected employee's immediate supervisor. The written grievance shall state the date of the occurrence or non – occurrence which gives rise to the grievance, the section(s) of the contract alleged to have been violated, a general statement of the grievance and the remedial action sought.

A meeting shall be held between the employee, the designated union representative and the employee's immediate supervisor to discuss the alleged grievance within five (5) business days of filing.

The supervisor shall notify the employee and the union representative of his/her decision within five (5) business days following the meeting. A copy of the decision shall be sent to the union representative and the affected employee simultaneously.

## Step 2

If no satisfactory settlement is reached at Step 1, the grievance shall be filed with the supervisor of the employee's immediate supervisor within ten (10) business days of receipt of the Step 1 decision.

A meeting shall be held between the employee, the designated union representative and the supervisor of the employee's immediate supervisor to discuss the alleged grievance within five (5) business days of filing.

The supervisor of the employee's immediate supervisor shall notify the employee of her/his decision within five (5) business days following the meeting. A copy of the decision shall be sent to the union representative and the affected employee simultaneously.

In the event an employee is discharged and the Union elects to file a grievance pursuant to this Article, the grievance shall be initiated at Step 2 of the grievance procedure.

## Step 3

If no satisfactory settlement is reached at Step 2, the grievance may be filed with the President of the Youth Services Board of Directors, with a copy to the Executive Director within fifteen (15) business days of receipt of the Step 2 decision.

The Board President will appoint a grievance committee made up of no more than five (5) Board members. At a meeting of the grievance committee, which shall take place within fourteen (14) business days of filing at this step, the grieving party shall have a full opportunity to present evidence and argument in support of its position. The employee will be represented by the union representative and a representative of the UNAP.

The grievance committee shall render a recommendation to the Executive Committee of the Board regarding the grievance. The Executive Committee shall render a decision in writing, with a copy to the employee and the union representative within fifteen (15) business days following the hearing with the grievance committee.

The aggrieved party may not amend a grievance after presentation at Step 3 of the grievance procedure.

## Arbitration

If no satisfactory settlement is reached at Step 3, the Union may submit the grievance to arbitration pursuant to the Arbitration Policies and Procedures of the American Arbitration Association. The Union must do so within thirty (30) business days of receipt of the decision of the Executive Committee.

The parties agree that the decision of the arbitrator is final and binding on each party. The expenses of the arbitrator shall be shared equally between the Union and the Agency. Each party shall make arrangements for and pay for the expenses of witnesses, which are called by them. The powers of the arbitrator are limited as follows: the arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any supplementary agreement.

## Article X

### **No Strikes – No Lockouts**

While this Agreement is in effect, the Employer agrees that there shall be no lockouts, and the Union agrees that there shall be no strikes.

## Article XI

### **Orientation**

All newly hired employees shall be given an orientation as developed by the Employer and the Union to fulfill the requirements of the position.

Employees who attend in-service or orientation during their regularly scheduled hours will be paid for attending at their regular base rate. Employees who are required by the Employer to attend orientation or in-service programs during hours when they are not scheduled to work will be paid for those hours at their regular base rate.

Fifteen minutes of the orientation shall be reserved for a Local 5050 bargaining unit representative to discuss the collective bargaining agreement and related matters. The union will be given advance notice of the planned orientation program conducted by the Employer.

## Article XII

### **Filling of Vacancies**

#### Section 12.1 [Posting]

Vacant positions within the bargaining unit shall be posted in the copy room. The posting shall set forth the job classification and the number of hours to be worked per week. A more detailed description of the duties of the job and the qualifications required shall be made available by the Employer. Posted positions will remain posted internally for a period of at least seven (7) calendar days.

#### Section 12.2 [Application and Selection]

During the posting period, employees who are interested in said positions may apply by submitting an application in writing. Following the close of the posting period, the position shall be filled with the most qualified applicant. Qualifications shall be defined as experience, training, education, ability and previous employment record. If qualifications are

relatively equal, then seniority group seniority shall govern. If there is no qualified candidate, the position will be re-posted.

Outside applicants will not be offered employment if any qualified internal applicant applies for and accepts a position. It is expected that if an internal candidate is offered and accepts a position, that person shall coordinate transition of responsibilities from the prior position to the new position with the appropriate supervisors.

An employee not selected to fill a vacancy for which he/she has applied for shall, upon request, be given the reason (s).

Vacancies shall be filled within a reasonable period from the time of selection.

The Union Chairperson shall be furnished with a copy of any job postings at the time they are posted.

Employees may participate in the hiring process for any position filled in their respective department/program provided that interviews and hiring decisions shall not be delayed to allow input or participation from employees on vacation or leave. If employees participate in the process, they will be permitted to sit in on applicant interviews, will be given the opportunity to review each applicant's resume, and will be given the opportunity to provide input regarding what is needed from the position being filled.

## Article XIII

### **Hours of Work**

#### Section 13.1 [Work Week]

Employees shall retain flexibility in scheduling consistent with current practice. However, the regular workweek for full time employees is thirty (30) to forty (40) hours. The regular workweek for regular part time employees is twenty (20) to twenty nine (29) hours. The regular workweek for part time employees is fewer than twenty (20) hours.

#### Section 13.2 [Rest and Meal Periods]

Employees will be entitled to take paid meal and rest periods each workday consistent with current practice. Such periods shall be taken as employee schedules and client needs permit. Notwithstanding, the bookkeeper and the receptionist shall be entitled to a half hour (1/2) meal period each day, and fifteen (15) minute rest periods every four (4) hours of work. Meal and rest periods shall be duty free.

#### Section 13.3 [Regular Assignment]

An employee's current assignment (program, job classification, hours of work, work location) shall be considered his/her regular assignment. During the life of this Agreement it may become necessary to temporarily or permanently change an employee's regular assignment. In the event of a temporary change the employer will have a prior consultation with the employee. If the employer deems it necessary to permanently change the employee's regular assignment the employee may choose to consult with the union representative and the employer to see if there is any way to avoid making a permanent

change. An employee affected by a permanent change to her/his regular assignment shall be given at least a fifteen (15) day advance notice of the change.

Permanent changes to an employee's program assignment shall be determined based on the employee's skills and qualifications to work in a different program. Any other permanent changes to employee regular assignments, if such changes affect fewer than all employees in a particular program, shall be made to the employee with the least seniority group seniority.

#### Section 13.4 [Work Schedules]

For SAP Counselors, the normal school year is defined by the school supervisory union with one additional week before school begins and one week after school ends. All SAPs will make themselves available to attend a pre-school workshop for Windham County SAPs and shall work consistent with the applicable school calendar.

#### Section 13.5 [Weekends]

Employees will not be required to work nights and weekends as part of their regular assignment unless they were hired to do so. Employees who were not hired to work nights and weekends as part of their regular schedule may have to work occasional nights and weekends based on client and program needs. Such time will count toward the fulfillment of their regular weekly hours as set forth in Article 13.1 herein.

### Article XIV

#### **Overtime**

##### Section 14.1

Overtime is time worked by non-exempt employees in excess of forty (40) hours in a workweek. Paid time off such as vacation, sick, personal and holiday time does not count toward the determination of hours worked for overtime purposes.

##### Section 14.2

Overtime may not be worked without prior authorization of the employee's supervisor.

Section 14.3

The following is a list of positions and their overtime status:

Position title	Exempt(E)/ non- exempt (N)
Youth Tracker	N
Counselor – Intensive Family Based Services	E
Juvenile Restitution Coordinator	N
Student Assistant Counselor	E
BBBS Program Assistant	N
BBBS Community Based Case Manager	N
BBBS School Based Case manager	N
Receptionist	N
Bookkeeper	N
Diversion Program Case Worker	N
VT Green Coordinator/Case Manager	N
BBBS Rockingham Coordinator	N
Youth in Transition Coordinator	N
Youth Development Case Manager	N
Therapeutic Case Manager	N
Teen Alcohol Safety Coordinator	N
Business Development Partnership Staff	N
Peer Support Staff	N
RAMP Staff	N

Job titles may be deleted from the contract if, for example, the funding stream is lost. Deletion in this regard shall be ministerial only and shall not be construed to mean that the job titles have been eliminated from the bargaining unit. As such, in the event such titles are restored, they shall be added back to the contract as they were.

Article XV

**Paid Leave Time**

Section 15.1 [Vacation]

Employees who work forty (40) hours per week accrue paid vacation time as follows:

<u>Years of Service</u>	<u>Vacation Accrual</u>
Less than 1 year	Eight (8) hours per month of service
Between 1 and 5 years	Twelve (12) hours per month of service
Between 5 and 10 years	Fourteen (14) hours per month of service
10 years or more	Sixteen (16) hours per month of service

Regular full time and regular part time employees who work fewer than forty (40) hours per week shall accrue paid vacation time on a pro-rated basis based on the above accrual rates. For example, a six (6) year employee who works thirty (30) hours per week shall accrue vacation time at a rate of 10½ hours per month of service.

Employees shall not accrue vacation time while they are out on disability or a leave of absence.

Employees will not be permitted to take vacation in the first six (6) months of employment with the Employer.

Employees may not accumulate more than one year worth of vacation at any given time. For example, an employee with three (3) years of service may not accrue more than one hundred and forty four (144) hours of vacation time. Excess time shall be forfeited.

Within each department, Program Directors will discuss conflicts between employee vacation requests with the employees involved. If the conflict is not resolved, Youth Services seniority shall be determinative. Requests for full weeks will be given preference over requests for single days.

Vacation requests must be approved in advance by the employees' supervisor. Such approval shall not be unreasonably denied. No more than ten (10) consecutive workdays may be taken at a time without prior approval by the employee's supervisor and the Executive Director.

SAPs work according to the school calendar (as set forth in Article 13.4 herein) and follow the school vacation schedule. SAPs take vacation consistent with the school calendar, and do not accrue paid vacation time as set forth above.

Upon termination, employees shall be paid for all accumulated but unused vacation time at their regular rate of pay. They must, however, have completed all of their work consistent with a mutually agreed to understanding entered into within two (2) business days of the time notice is given, returned all Youth Services property, and given at least two (2) weeks written notice.

#### Section 15.2 [Holidays]

Employees who work forty (40) hours per week shall be paid for the following holidays:

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
July 4 <sup>th</sup>	Employee's Birthday/ Floating Holiday
Labor Day	Veteran's Day

Employees who work forty (40) hours per week shall receive eight (8) hours holiday pay for each of the above holidays. Regular full time and regular part time employees who work fewer than forty (40) hours per week shall receive holiday pay on a pro-rated basis. For example, an employee who is regularly scheduled to work thirty (30) hours per week shall get six (6) hours of holiday pay on a holiday. Holidays shall be paid at straight time and shall not count as hours worked for the purpose of calculating overtime.



Employees who wish to observe religious holidays not listed above may either observe those holidays without pay, or use accrued vacation time on the day of observation.

Notwithstanding the above, SAPs work and get paid according to the school calendar and follow the school holiday schedule. SAPs observe holidays consistent with the school calendar.

Holidays shall be observed on the day they fall. However, if a holiday falls on a Saturday or a Sunday, it shall be observed on a mutually agreed upon date, consistent with current practice.

Employees out on disability or leaves of absence shall not receive pay for holidays while on leave.

#### Section 15.3 [Sick Time]

Employees who work forty (40) hours per week shall accrue sick time at a rate of eight (8) hours per month. Regular full time and regular part time employees who work fewer than forty (40) hours per week shall accrue sick time on a pro-rated basis. For example, an employee who is regularly scheduled to work thirty (30) hours per week shall accrue sick time at a rate of six (6) hours per month.

Sick time may be taken for personal illness or injury. Sick time may also be taken to care for an immediate family member who is ill or injured and needs the employee's care or assistance. An immediate family member is defined as a spouse, civil union partner, significant other, child, step child, foster/adopted child, ward living in the employee's household, parent, parent of civil union partner or significant other, in-law, grand parent or sibling.

Employee's may take up to three (3) sick days during their first three (3) months of employment, and thereafter, only as accrued.

Employees may accumulate up to a maximum of ninety (90) days of sick time. If an employee is out for more than ten (10) consecutive workdays, s/he must be under the care of a physician. If an employee is in the care of a physician and is out for more than three (3) consecutive work days, s/he may be required to submit a note from their physician.

Employees on leaves of absence shall not accrue sick time while out on a leave of absence. Nor shall employees be paid for accrued, unused sick time when they terminate employment.

Bargaining unit employees shall be permitted to donate their unused sick time to other bargaining unit employees suffering from serious illness or injury. In order for employees to be eligible for donated sick time, they must have used all of their own accrued sick and vacation time. The Employer shall handle such situations on a case by case basis. Requests for transfer and donation of sick time shall not be unreasonably denied.

#### Section 15.4 [Bereavement Time]

Regular full time and regular part time employees shall be given up to three (3) days off with pay to use in the event of the death of an immediate family member, as defined in the sick

leave section above. The days need not be taken consecutively. Employees should notify their supervisor as soon as is practical of the need to take bereavement time.

Bereavement pay shall be based on the number of hours the employee is scheduled to work on the day on which bereavement is taken.

#### Section 15.5 [Jury Duty]

The Employer shall pay the difference between what an employee received in jury duty pay and what s/he would have received had s/he worked her/his regular schedule for the period of time served in active jury duty. The employee must submit documentation of jury duty pay. Reimbursement by the court for such things as meals, board and travel will not be considered for purposes of calculating jury duty pay.

An employee on jury duty will be expected to handle his/her work affairs responsibly and be at work whenever the court does not require his/her presence.

#### Section 15.6 [Witness Leave]

An employee required to appear at an administrative or judicial proceeding on behalf of the Employer shall receive her/his base rate for work time missed because of such required appearance.

#### Section 15.7 [Military Leave]

Employees who require absence from work because of service in the uniformed services may be provided with re-employment rights in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act and applicable state law.

### Article XVI

#### **Employee Benefits**

#### Section 16.1 [Long Term Disability Insurance]

The Employer shall provide regular full time and regular part time employees with long term disability insurance coverage at no cost to the employee. Such coverage shall be consistent with the summary plan description exchanged between the parties during the negotiation of the first contract.

#### Section 16.2 [Life Insurance]

The Employer shall provide regular full time and regular part time employees with employee term life and accidental death and dismemberment insurance coverage at no cost to the employee. Such coverage shall be consistent with the summary plan description exchanged between the parties during the negotiation of the first contract.

#### Section 16.3 [Flexible Spending Plan]

Each January 1<sup>st</sup>, employees may open reimbursement accounts for health and/or dependent care reimbursement, and/or premium payment. The terms of this benefit shall be consistent with the summary plan description exchanged between the parties during the negotiation of the first contract. Accounts are funded by pre-tax payroll deductions.

#### Section 16.4 [Retirement Plan]

The Employer shall maintain the current 403(b) retirement plan consistent with the summary plan description exchanged between the parties during the negotiation of the first contract. If there are any changes made to the plan, the resulting plan shall be consistent with the predecessor plan. The Employer shall increase the Employer match to be three percent (3%) when employees make voluntary contributions of three percent (3%) or more. Such increase shall become effective in the first pay period after the plan amendment has been approved.

#### Section 16.5 [Supplemental Insurance]

The Employer shall offer regular full time employees the opportunity to purchase supplemental insurance on a voluntary basis, at the employee's expense. Such insurance shall be made available through payroll deduction. Options include Accident, Life, Short Term Disability, Long Term Disability and Cancer Insurance.

### Article XVII

#### **Leaves of Absence**

#### Section 17.1 [Short Term Family Leave]

Employees may take short term family leave to meet a medical or dental appointment, to accompany a family member to a medical or dental appointment, to attend pre/school activities of a family member, to respond to a medical emergency involving a family member, or accompany a family member to appointments for professional services related to their care and well being. This is in addition to the twelve (12) weeks of family medical leave described below.

Employees may take four (4) hours of short term family leave in any thirty (30) day period, up to twenty four (24) hours per year. The employee must give notice of intent to take such leave including the date of the leave and its duration, except in emergency situations.

An employee may use sick or vacation time while out on a short term family leave, and shall accrue sick and vacation time as if they were at work.

#### Section 17.2 [Medical, Family & Parental Leave]

Employees who have completed one year of service are eligible for up to twelve (12) weeks of leave during any twelve (12) month period for:

1. the birth of a child, the adoption of a child, the initial placement of a foster child,
2. a serious health condition, or
3. a serious health condition of a child, ward who lives with the employee, foster child, step child, spouse, significant other, civil union partner, parent or parent of spouse.

Requests for such leave shall be made in writing as far in advance as possible. The Employer shall follow Vermont and Federal law and procedure in granting leaves to the extent not inconsistent with this collective bargaining agreement. The Employer shall place an employee returning from a leave in her/his original position. The Employer shall maintain all employee benefits as set forth herein during the course of the leave. In addition, the employee shall retain her/his seniority while out on leave. During the leave, employees may be paid by:

1. using sick time
2. qualifying for short term disability, or
3. using vacation time.

During such leave, the Employer shall continue an employee's insurance benefits consistent with Articles XVI [Employee Benefits] and XXXI [Medical & Dental Insurance] herein.

#### Section 17.3 [Personal Leave]

Employees with one year or more of service may make a request for personal leave, which is a leave that does not qualify under any other leave provision herein. The request may be for a period not to exceed twelve (12) weeks in any twelve (12) month period, and must be submitted to the employee's supervisor as far in advance as possible. The request shall state the nature and duration of the leave. Approval of such leave shall depend upon the Employer's ability to replace the employee requesting the leave and shall not be unreasonably denied. The Employer may, however, deny a request for personal leave if the employee requesting the leave has taken either a personal leave or sabbatical leave within three (3) years of the request. The employee shall pay the full cost of her/his medical and dental insurance coverage, will not accrue sick or vacation time, and must use accumulated vacation time while on such leave.

If the employee is away from work for twelve (12) weeks or less, he/she will be reinstated to her/his former position.

#### Section 17.4 [Sabbatical Leave]

Regular full time employees with seven (7) or more years of service are eligible for unpaid sabbatical leaves of absence not to exceed one year in duration. Requests for such leaves must be made in writing and must state: the nature of the leave, the duration thereof, the benefit to the Employer, and the benefit to the employee. The leave may be granted for education purposes related to employment, research, travel or other activity related to personal growth and improvement as an employee. Such leaves shall be granted only once every seven (7) years. Approval shall be based upon the Employer's ability to replace the employee requesting the leave and other organizational needs. Requests shall not be unreasonably denied. Employees shall not accrue sick or vacation time while on such leaves. Employees returning from such leaves shall be returned to their original position.

#### Section 17.5 [Union Leave]

The Employer agrees to release the Chairperson of the Union up to one day per month, without loss of pay, to conduct Union business. Said Chairperson shall make up work missed on such days. The Chairperson will accrue benefits contained in this Agreement as if s/he worked on such days. The Chairperson of the Union shall not receive pay for time spent making up work while on release to conduct Union business.

## Article XVIII

### **Meetings with Management**

Union representatives shall be permitted to have time off without loss of pay for the investigation and processing of grievances under Article IX [Grievance Procedure] herein. The Union will provide the Employer with a list of Union Representatives and their jurisdictions.

## Article XIX

### **Labor Management Committee**

Purpose: To provide a forum whereby Management and Union representatives meet regularly to discuss jointly policy, procedure, program, departmental, agency and work-related issues.

The committee agrees to study wages and medical/dental insurance benefits. In this regard, the committee will gather wage information from other agencies or entities that offer services comparable to those offered by Youth Services. Similarly, the committee will gather medical and dental insurance information from Business Resource Service, the Chamber of Commerce and other sources. The goal of the committee will be to consider whether the current wage structure at Youth Services is competitive and whether the wages need to be improved or adjusted upward. The committee will also consider whether there are more affordable, better alternatives to the current medical and dental insurance plans.

If the union representatives determine that there should be adjustments to wages and/or medical/dental insurance benefits, such adjustments shall be considered mandatory subjects of bargaining for the next round of negotiations between the parties.

This committee shall have no authority to change, delete, or modify any of the terms of the existing collective bargaining Agreement nor to adjust grievances arising under this Agreement.

Composition: Two (2) Union representatives appointed by the Representative Council of the Union. Two (2) Management representatives appointed by the Employer.

Guidelines: Agenda items by either party will be defined at the beginning of each scheduled meeting. Meetings will be held as mutually agreed. Meetings will take place during the workday. Union representatives shall be paid their regular rate of pay for time spent in such meetings and will be responsible to make up any work missed while at the meetings.

## Article XX

### **Personnel Files**

#### Section 20.1 [Personnel Files]

All written materials pertaining to an employee's employment shall be kept in one personnel file with the exception of medical documents, which must be maintained separate from the employee's personnel file.

An employee may inspect his/her personnel file. The Employer shall supply copies of requested documents therein to the employee within a reasonable time following a request.

All material placed in an employee's personnel file shall be deemed confidential and no such material shall be released in any manner without prior written authorization of the employee to whom the material pertains unless required by law, or requested by the Employer or the Union in a grievance proceeding. In such cases, the employee will be notified of the release of the information.

No material which is adverse to an employee's service, conduct or character shall be placed in an employee's personnel file without the employee's knowledge. The employee's knowledge of the material shall be signified by initialing the material. Initialing or signing documents shall not constitute agreement with the material, but only knowledge of its existence. If the employee refuses to initial the material, the agency need only give a copy to the employee.

#### Section 20.2 [Discipline]

The Employer will apply the principle of progressive discipline to any disciplinary action taken against any member of the bargaining unit. Employees shall not be disciplined or discharged by the Employer without just cause.

If an employee is discharged, s/he shall receive written notification of her/his discharge, which shall include the specific reasons for the discharge. Prior to any interview that may lead to the imposition of discipline, he/she shall be informed of the purpose and nature of the interview. The Employer shall notify the employee of her/his right to have a Union representative present during the meeting.

Except in instances of gross misconduct, employees terminated involuntarily shall receive either two (2) weeks notice or two weeks severance pay.

#### Section 20.3 [Annual Review]

The Employer shall continue its policy of annual written performance reviews. The employee shall have the right to meet with the evaluating supervisor to discuss the review. At the time of the performance review a place will be provided on the review form on which the employee may make written comments regarding the review. Upon request, the employee may take up to one week to complete comments and upon request, a copy of the review shall be provided to the employee.

#### Section 20.4 [Reverse Evaluations]

Youth Services Program Directors shall fill out annual reverse evaluations of the Executive Director of Youth Services with input from the staff, which shall go to the then President of the Board of Directors and be available to all members of the Executive Committee of the Board of Directors of Youth Services for their review. In addition, employees shall be given an opportunity to fill out annual reverse evaluations of Program Directors, which shall be provided to the Executive Director and retained in file with the Agency and made available for any current member of the Board of Directors. Employees shall also be given an opportunity to fill out annual reverse evaluations of the Executive Director, which shall go to the then President of the Board of Directors and be available to all members of the Executive Committee of the Board of Directors of Youth Services for their review.

## Article XXI

### **Health and Safety**

The Employer shall continue to maintain a safe and healthy working environment. The Employer, the Union and employees shall observe all applicable health and safety laws and regulations.

Employees must observe all procedures regarding safety and report all workplace accidents or injuries immediately to their supervisor. Employees must also complete and submit an incident report to their supervisor who will make certain the Executive Director is alerted as soon as practicable.

The Employer will provide proper and safe equipment required for employees to perform their duties and responsibilities.

The Employer will indemnify employees for any damage to their clothing and/or belongings as a result of physical contact with a client while the employee is on duty.

## Article XXII

### **Employee Assistance Program**

The Employer shall offer an Employee Assistance Program [EAP] as a cost free, confidential benefit to all employees. Through the EAP, the Employer will provide confidential access to professional consultation services for the purpose of assisting employees with either personal or occupational problems that may adversely affect an employee's job performance, career progress, productivity and/or the employee's health and personal well-being. Such problems may include but may not necessarily be limited to alcohol or other drug addictions, emotional or other behavior related problems, marital or family conflicts, financial or legal problems, major personal or health problems, sexual harassment on the job, relationship problems, emotional stress or substance abuse.

If services beyond the initial consultation are recommended, the EAP shall outline for the employee the existing, appropriate community resources available to the employee. The EAP provider will also advise the employee of the costs associated with recommended services and whether or not such costs are covered by the employee's medical insurance. Costs not covered are the responsibility of the employee.

The EAP is available to all employees and their immediate family members and offers problem assessment, short term counseling and referral services to community and private sources.

The EAP is strictly confidential. Records regarding employee participation with the EAP will be maintained in a confidential manner. Information given by an employee to his/her EAP provider may be released only if authorized in writing by the employee. If the employee authorizes a release, information received from an employee's EAP provider pursuant thereto shall not be placed in the employee's personnel file. Rather, it shall be

placed in a separate file that contains employee medical information [ such as medical leave of absence information].

The Employer and the Union agree to encourage and motivate employees to seek professional help through EAP if necessary. In such instances, employees shall be encouraged to contact the EAP directly.

If a supervisor recommends that an employee contact the EAP because of job performance problems, this referral will be confidential. If the employee acts on such referral, no information will be furnished to the referring supervisor except that a screening appointment was made and kept by the employee. If the employee enters a program, the supervisor shall be notified by the EAP as to the employee's continued compliance or non-compliance with the program as recommended by the EAP, nothing more.

The use of the EAP will not in any way jeopardize an employee's job security or promotional opportunities. It is offered as a resource to allow employees consideration and assistance in resolving problems, which might otherwise have a detrimental effect on their job performance.

Sick time or medical leave may be granted for treatment or rehabilitation consistent with the sick time and leave of absence provisions herein.

## Article XXIII

### **Separability**

In the event that any term or provision of this Agreement is found to be in conflict with any law, such term or provision shall continue in effect only to the extent permitted by law. If any term or provision is or becomes invalid or unenforceable, that shall not affect any other term or provision of this Agreement. The parties agree that any provision, or portion thereof, of this Agreement which has been invalidated shall be subject to renegotiation upon the demand of either party.

## Article XXIV

### **Employee Training & Professional Development**

#### Section 24.1

Each employee and her/his supervisor shall meet annually to develop a professional development plan for the employee for the upcoming year.

Youth Services will continue to reimburse licensed employees for the cost of license application fees, license renewal fees, and the cost of continuing education units required to maintain and/or obtain required licensure in the positions in which employees are working. The Employer shall also reimburse such employees for costs associated with membership in professional associations that are job related.

Employees who are not required to have a license to work at Youth Services shall be provided up to four hundred (\$400) dollars annually to attend educational workshops, seminars, conferences or other job related educational activities. The Employer will also be



responsible for payment of expenses incurred in attending such activities including but not limited to lodging, food, fees, and mileage reimbursement. Nothing herein shall preclude the Employer from making more than \$400 available to such employees. Employees may not carry over any of the \$400 allotment from one year to the next. Employees shall have the option to use the four hundred (\$400) dollars to cover the cost of tuition in fields that are job related.

An employee will submit a written request prior to the event along with documentation of content and related fees. In addition, the Employer shall continue to provide employees with training and staff development programs on-site.

Employees will be paid at their regular rate of pay when attending training or professional development activities on scheduled workdays. When such activity occurs on an employee's day off, s/he shall be entitled to a day off during that work week with pay at their regular rate.

#### Section 24.2

When an employee attends a workshop, seminar, conference or other related activity at the request of the Employer, the Employer shall pay for the cost of such activity plus reasonable expenses. Such expenses shall be reasonable in view of the distance to be traveled and the nature and length of the program, and shall include such things as reimbursement for transportation costs, necessary lodging and meals, and registration fee.

### Article XXV

#### **Job Descriptions**

The Employer shall maintain a job description for every bargaining unit position. Job descriptions shall be kept on file and made available to employees at the time of hire, time of revision and upon request. The purpose of the job description is to establish the duties/responsibilities of each position and to serve as a basis for performance reviews.

Each job description shall include the purpose of the job, the organizational relationships of the job, job duties, job requirements [education, work experience], and whether or not the job is non/exempt. Job descriptions shall be reviewed annually with each employee.

Employees will be asked to sign their current job description. The signed copy will be maintained as part of their personnel file.

### Article XXVI

#### **Inclement Weather**

The Executive Director or her/his designee may declare Youth Services' offices closed due to inclement weather. Employees shall be notified of such closure, per the agency's current procedure, and shall not be required to work on such days. Absences on such days shall be considered excused. Employees who were otherwise scheduled to work on such days will be paid their regular rate of pay for the day but will not be credited for hours worked for the purpose of calculating overtime pay. Any employee who is otherwise scheduled to work on an inclement weather day may, at their option, report for work. Employees, including but not

limited to SAP Counselors, whose positions require them to report to work at locations other than Youth Services offices, are not excused from reporting to work on days the Agency's offices are declared to be closed due to inclement weather.

## Article XXVII

### **On-Call Compensation**

On-call assignments shall be assigned on a voluntary basis to qualified employees subject to supervisory approval and the approval of the Executive Director. Those employees who volunteer shall be assigned on-call on a rotating basis, provided that each employee shall be on-call for at least a one week consecutive period. Employees retain the right to withdraw from such assignments at will but will provide reasonable notice. The initial compensation for the on-call program shall be paid a total of \$300.00 per month for all employees participating in the on-call program, to be pro-rated equitably among participants. In addition to the flat rate, participants shall be paid \$50.00 per hour per call, which shall be pro-rated based upon the duration of the call down to the ¼ hour, up to a maximum of \$150.00 per call. Notwithstanding, the Agency retains the right to adjust these rates of compensation at any time, but the Agency shall give employees advance notice of changes in compensation rates. The Agency may subcontract all or any portion of such on-call assignments if there are no employee volunteers. The Agency may not, however, subcontract the work at rates of compensation above what is offered employee volunteers.

## Article XXVIII

### **Mileage Reimbursement**

Employees shall be reimbursed at the prevailing reimbursement rate, as determined by the State of Vermont, for all mileage logged while performing their job duties/responsibilities. Reimbursement shall be forthcoming within two (2) weeks of submitting a travel expense form. If, at the beginning of the workday, an employee reports to a work site other than her/his primary work site, s/he shall be reimbursed for the mileage difference between the two (2) sites. Similarly, if an employee leaves a work site other than her/his primary work site at the end of the workday, s/he shall be reimbursed for the mileage difference between the two (2) sites.

## Article XXIX

### **Seniority**

#### Section 29.1 [Definition]

Seniority Group Seniority: (applies for purposes of layoff, recall and filling of vacancies) is defined as the length of time an employee has worked continuously since her/his most recent date of hire in one of the seniority groups set forth below:

#### **Seniority Group I**

Youth Tracker (Street Tracker)  
Juvenile Restitution Coordinator  
Diversion Program Case Worker  
Teen Alcohol Safety Coordinator  
VT Green Coordinator/Case Manager

Therapeutic Case Manager  
Youth in Transition Coordinator  
Youth Development Case Manager

**Seniority Group II**

BBBS Program Assistant  
BBBS Community Based Case Manager  
BBBS School Based Case Manager  
BBBS Rockingham Coordinator

**Seniority Group III**

Counselor - IFBS

**Seniority Group IV**

SAP Counselor

**Seniority Group V**

Receptionist  
Bookkeeper

**Seniority Group VI**

Business Partnership Development Staff

**Seniority Group VII**

Peer Support Staff

**Seniority Group VIII**

Ramp Staff

Employees who change job classifications and, as a result, move from one seniority group to another shall retain their seniority group seniority in the former group for the first year after the move. At the end of that year, such employees shall lose their seniority group seniority in the prior group but be credited with that seniority in the group to which they moved.

Youth Services, Inc. Seniority: (applies for other purposes set forth in this agreement) is defined as the length of time an employee has worked continuously since her/his most recent date of hire at Youth Services, Inc.

Section 29.2 [Calculation]

A new employee's seniority for all purposes shall commence after the completion of her/his probationary period and shall be retroactive to the date of hire.

Section 29.3 [Loss of Seniority]

An employee's seniority (both Youth Services, Inc. and seniority group) shall be lost when s/he:

- a. Terminates voluntarily (resignation)
- b. Is discharged for cause
- c. Retires

- d. Transfers to a position outside the bargaining unit and remains in that position for one year or longer (seniority group seniority only)
- e. Is laid off or is absent for any reason not specifically allowed by this Agreement for a period of one (1) year.
- f. Refuses or fails to report for work within ten (10) days following delivery of recall notice by certified mail.
- g. Is absent for three (3) consecutive days without notification to the Employer unless it is physically impossible to do so.
- h. Fails to return to work after expiration of a leave of absence without express written permission from the Employer.
- i. Accepts employment elsewhere while on leave of absence without prior approval of the Employer.

#### Section 29.4 [Layoffs and Recall]

The Employer shall notify the Union in writing of all layoffs as soon as the Employer knows of the need for a layoff. Upon such notification, the parties shall meet to confer about the reasons and attempt in good faith to avoid or minimize such layoff. If a layoff takes place, bargaining unit employees shall be laid off in the following order once temporary positions have been eliminated.

- 1. per diem employees, probationary employees
- 2. part time, regular part time and regular full time employees in inverse order of seniority.

Employees on layoff shall receive first priority over any per diem or temporary employee for work opportunities within their seniority group. To this end, laid off employees shall be offered first opportunity to work any per diem or temporary hours in her/his seniority group, scheduled or unscheduled, most senior first.

#### Section 29.5 [Bumping Rights]

##### A. Bumping

In the event a non-probationary employee is to be laid off, the affected employee must bump the most junior employee in her/his seniority group who has the same number of regularly scheduled hours as the laid off employee, provided s/he is senior to the employee bumped.

If there is no such junior employee with the same hours, the laid off employee may bump the most junior employee in her/his seniority group regardless of her/his regularly scheduled hours.

In the event that more than one employee in a seniority group is laid off, the most senior of the laid off employees will bump the most junior employee first. The next most senior laid off employee will then exercise her/his bumping rights.

##### B. Laid off and bumped employees rights to vacancies at time of layoff/bump

- 1. A laid off employee may choose to fill any vacant position within her/his seniority group rather than bump. A laid off employee shall have priority over all other employees for such positions.

2. A bumped employee exercising bumping rights must take the vacancy rather than bump another employee if the vacancy has the same number of hours as the employee s/he would have bumped.
3. In the event that there are multiple employees with the same number of hours in the same seniority group exercising bumping rights, bumping options shall be handled as follows:
  - a. Such employees shall first fill vacancies with the same number of hours in the same seniority group.
  - b. If the number of employees exercising bumping rights is greater than the number of vacancies, such employees shall bump starting with the least senior employee with the same number of hours in the same seniority group and progressing up the seniority list until either there are no other less senior employees to bump or the number of positions to be bumped equals the number of employees exercising bumping rights.

#### Section 29.6 [Recall]

Laid off employees eligible for recall shall receive the same consideration as any other employee applying to fill a vacancy in accordance with Article XII [Filling of Vacancies] of this Agreement.

Employees on layoff shall not be denied further consideration for recall (reemployment) by declining to accept reemployment to a position with different weekly hours from which they were laid off.

Employees will be notified of vacancies by certified mail and must apply for such positions.

All recall rights shall extinguish after one (1) year of layoff.

#### Section 29.7 [Severance & Benefits]

Employees who have at least one year of Youth Services Inc. seniority who have been laid off shall continue to receive medical insurance coverage for one month, or for a period of time called for in the medical insurance plan, whichever is greater. Thereafter, they shall be offered COBRA continuation rights at their own expense.

An employee may waive recall rights at the time of layoff. An employee who waives recall rights shall become eligible for severance pay equal to one week of pay for each year of service.

#### Section 29.8 [Seniority Lists]

The Employer shall furnish a copy of the seniority lists to the Union, within ninety (90) days of the effective date of this Agreement; and, thereafter, before the first day of May in each year. Seniority lists shall include the name and the date of hire or transfer of each employee on this list. In the event the lists are inaccurate, the Union shall have thirty [30] calendar days to inform the employer and grieve if there is a conflict.

## Article XXX

### **Wages**

#### Section 30.1 [Pay Increases]

All employees shall receive a 2% pay increase in the second pay period of October 2011.

All employees shall receive a 2% pay increase in the second pay period of October 2012.

All employees shall receive a 3% pay increase in the second pay period of October 2013.

Employees who are in their probationary period at the time the above pay increase is given shall not receive such increase until they have successfully completed their probationary period. Once they have successfully completed their probationary period, they shall receive the increase in the first full pay period after the probationary period has expired.

#### Section 30.2 [Pay Day, Direct Deposit]

Employees shall be paid every other Thursday for a two (2) week period ending the previous Saturday. Direct deposit of payroll checks is available to employees upon request for savings and checking accounts.

#### Section 30.3 [SAP Counselors]

SAPs shall have the option of being paid their annual salary on a bi-weekly basis, every other Thursday, over the course of ten (10) months, which is twenty two and one half (22 ½) pay periods or, over the course of twelve (12) months, which is twenty six (26) pay periods.

#### Section 30.4 [Hiring Rates]

The Employer may not hire a new employee at a rate above an incumbent employee who has similar related work experience and education unless the Employer moves the incumbent employee up to the rate being paid the new hire.

## Article XXXI

### **Medical & Dental Insurance**

Effective January 1, 2012, the Employer shall offer full time employees medical insurance coverage under the MVP HDHP EPO Preferred-VEHD-02S plan as the sole medical insurance plan. Similarly, the Employer shall offer full time employees dental insurance coverage offered by The Standard. The medical insurance coverage is set forth in the summary plan description attached hereto. The dental insurance coverage is set forth in the summary plan description attached hereto.

The Employer shall provide all employees with vision coverage under the VSP Choice Plan at no cost to employees. Employees shall have the option to purchase two person or family coverage under such plan. In that regard, employees shall pay the difference between single and two person for two person coverage, and the difference between single and family for family coverage. The vision coverage is set forth in the summary plan description attached hereto.

The Agency shall establish and be fully responsible for funding health reimbursement accounts (HRAs) for each eligible employee up to the amount of the deductibles set forth in the summary plan description (\$2,500 single, \$5,000 two-person and family). The Agency shall not be required to fund the HRAs except to the extent used by employees for insured expenses that are subject to the deductible. Eligible employees shall be issued debit cards to be used to cover reimbursable expenses.

Employees shall not be required to pay for reimbursable expenses out of pocket and then seek reimbursement thereafter, except in connection with the vision rider on an as needed basis, or where the employee's provider can not or does not accommodate employee debit cards. In these instances, employees shall be reimbursed in the first pay period immediately following submission of a request for reimbursement. Employees may be required to submit reasonable verification that the provided services apply against the employer paid deductible. The employee may initiate the verification process prior to receiving services.

In the event that there is more than one medical and/or dental plan being offered to employees, there will be an open enrollment period for medical insurance each December and an open enrollment period for dental insurance each October, during which employees may make their choices of insurance coverage. Notwithstanding, employees may get into or out of a plan at any time. However, the Agency shall only be responsible for funding one medical insurance deductible per year per employee.

The Employer, upon request, agrees to reimburse employees up to \$100.00 for out of pocket medical and dental expenses each calendar year. Medical expenses shall include vision care expenses.

The employee contribution toward the medical insurance premiums shall be as set forth below:

Coverage	Percentage		
Individual	30%		
Two Person	65%		
Family	65%		

The employee contribution toward the dental insurance premiums shall be as follows:

	Percent paid
Coverage	Er/Ee
Individual	80/20
2 person or Family	Er pays 25% of diff. b/t cost of ind. and 2 person or family coverage, Ee pays 75%

## Article XXXII

### **Printing of Agreement**

The parties will share equally in the cost of printing this Agreement.

Article XXXIII

**Duration**

This Agreement shall become effective on October 1, 2010 and shall remain in full force through September 30, 2014.

Either party desiring changes or amendments of this Agreement prior to the expiration of same, shall give the other party notice, in writing, not less than ninety (90) days and not more than one hundred twenty (120) days immediately prior to the expiration of this Agreement or any extension thereof specifying that changes or amendments are desired; otherwise the Agreement renews itself for yearly periods without change.

United Nurses & Allied Professionals, Local 5050

By: \_\_\_\_\_ Date: \_\_\_\_\_

Youth Services Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_