

**COLLECTIVE BARGAINING
AGREEMENT**

Between

Health Care & Rehabilitation Services of Southeastern Vermont

and

**United Nurses & Allied Professionals,
Local 5051**

Effective

**January 5, 2012
through
December 31, 2014**

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ARTICLE 1

RECOGNITION

Section 1.1. Health Care & Rehabilitation Services of Southeastern Vermont [Employer] recognizes the United Nurses & Allied Professionals [Union] as the sole and exclusive representative of all full-time, part-time and fee for service clinicians as set forth in the Certification of Representative Case No. 1-RC-21967 for the purposes of collective bargaining with respect to wages, hours and all other terms and conditions of employment. The bargaining unit includes Community Rehabilitation and Treatment (CRT) Clinicians I and II, Intensive Family Based Services (IFBS) Clinicians I and II, School Based (SBC) Clinicians I and II, Children's Integrated Services (CIS) Clinicians I and II, Adult Out Patient Clinicians I and II, Home-Based Family Clinicians I and II, Elder Care Clinicians I and II, Registered Nurses, Crisis Intervention Specialists, Substance Abuse Clinicians I and II, Crash Evaluators, and Crash School Leaders, but excludes college interns not otherwise employed by HCRS, supervisors, managerial employees, confidential employees, guards, and all other employees excluded under the Act.

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.

ARTICLE 2

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. Except as modified by other provisions in this agreement, the term “full time employee” is hereby defined as an employee who is regularly scheduled to work either thirty-seven and one half (37½) or forty (40) hours per week.

Section 2.3. Except as modified by other provisions in this agreement, the term “part time employee” is hereby defined as an employee who is regularly scheduled to work fewer than thirty-seven and one half (37½) hours per week.

Section 2.4. The term “fee for service employee” is hereby defined as an employee who is paid on an hourly basis for scheduled direct client service, agency paperwork and activities mandated by HCRS.

Section 2.5. The term “partial year employee” is hereby defined as an employee who is regularly scheduled to work either full time, thirty seven and one half (37½) hours or forty (40) hours per week, or part time, fewer than thirty seven and one half (37½) hours per week, for

forty five (45) weeks per year, starting with orientation and training before the start of the school year and ending June 30th.

ARTICLE 3

PROBATIONARY PERIOD

The probationary period for all employees newly hired by the Employer shall be three (3) 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 employee's conduct and performance. During the three (3) month probationary period, newly hired employees shall be given job orientation in accordance with Article X [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, conduct and performance.

In the event of a layoff, newly hired probationary employees will be laid off consistent with Article XXVII [Seniority] herein. 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 the three (3) month or six (6) month probationary period, as the case may be, shall be evidence of satisfactory completion of the probationary period. Completion of the probationary period shall be documented in a written performance evaluation to be completed by the employee's supervisor.

ARTICLE 4

UNION SECURITY/MAINTENANCE OF MEMBERSHIP AND DUES DEDUCTION

Section 4.1 (a) Unit employees as of December 20, 2007. Employees who were hired on or before December 20, 2007 shall have the right to join or not to join the union according to their

personal choice. However, in the event such employee becomes or remains a member of the union after the date of ratification of this 2009-2011 Agreement, he or she must remain a member in good standing until the expiration of this agreement, except as otherwise provided in 4.1(c) below. For purposes of this Agreement, a member in good standing shall mean tendering the union dues and initiation fees customarily required of full or financial core members. Financial core members are those who agree to pay only the portion of full union dues related to the local's representational activities at HCRS.

Section 4.1 (b) New employees hired after December 20, 2007. With respect to new employees who were hired after December 20, 2007, such employees shall be required to join and become either a full or financial core union member no later than thirty (30) calendar days after their date of hire into a bargaining unit position as a condition of continued employment. For purposes of this Agreement, a member in good standing shall mean tendering the union dues and initiation fees customarily required of full or financial core members. Financial core members are those who agree to pay only the portion of full union dues related to the local's representational activities at HCRS.

Section 4.1 (c) Escape clause for unit employees as of December 20, 2007. Notwithstanding the above, employees who become either full or financial core union members under 4.1(a) may resign from the union during the term of this Agreement by written notice given or sent to the Union within the 90th and 120th day before the expiration of the 2009 to 2011 contract

Section 4.1 (d). 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 in Section 4.2(e) above shall be in the following form:

Dues Deduction Form

I, (Name of Employee), hereby authorize HCRS 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 written notice to the Treasurer of the Union. In the absence of such notification, this authorization

shall be deemed to be continuous until termination of my union membership under 4.1 (c) or employment. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve HCRS 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 5

NON-DISCRIMINATION

Section 5.1. 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 5.2. 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 5.3. 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 6

ACCESS TO PREMISES

An authorized representative of the UNAP may visit the Employer'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 CEO or her/his designee prior to visiting the facility, at which point a timely appointment shall be made. 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 Employer's normal operations. Upon arrival, the Union Representative shall present herself/himself to the CEO or her/his designee and shall be directed to an area appropriate for the conduct of her/his business.

ARTICLE 7

BULLETIN BOARDS

The Union shall be able to post official Union notices pertaining to Union business on Union bulletin boards to be supplied by the Employer. The bulletin boards shall be located where employees pick up their inter-agency mail.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 [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 8.2 [Definition]. A grievance is defined as any disagreement or dispute between the Union and the Employer 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 8.3 [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 ten (10) 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 Employer 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 2 of the grievance procedure. When a grievance results from an action at the level of the immediate supervisor, the grievance shall be filed at the next step of the grievance procedure.

Section 8.4 [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 immediate 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 program director and human resources representative within five (5) business days of receipt of the Step 1 decision.

A meeting shall be held between the employee, the designated union representative, a representative of the UNAP, the program director and human resources representative to discuss the alleged grievance within five (5) business days of filing.

The program director 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.

Arbitration. If no satisfactory settlement is reached at Step 2, the Union or Employer may submit the grievance to arbitration pursuant to the Labor Arbitration Rules of the American Arbitration Association. The Union must do so within thirty (30) business days of receipt of the decision of the program director.

If there is no agreement on an arbitrator off of the initial list of arbitrators, consistent with current procedure, the AAA will forward an administrative appointment list of five (5) arbitrators to each of the parties. Neither party may strike an arbitrator's name off of that list. Rather, each must rank them. The first name match will be appointed to hear the case.

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 Employer. Each party shall make arrangements for and pay for the expenses of witnesses, which are called by them. 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 9

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 10

ORIENTATION

Within the first month of employment, all newly hired employees shall be given an orientation to personnel policies and shall be provided with a copy of the union contract. New hires shall also attend a program orientation. The program orientation shall include visits and/or introductions to staff from various HCRS programs and community agencies. The program shall also cover topics such as confidentiality of client information, client rights, ethics, program communication channels, charting/paperwork requirements, time sheet completion, emergency procedures and access to the crisis team, police and other emergency response systems, building safety and emergency evacuation routes/plans, universal precautions related to blood borne and other pathogens, and first aid.

Employees will attend orientation during their normal hours and shall be paid for attending at their regular rate of pay.

ARTICLE 11

FILLING OF VACANCIES

Section 11.1 [Posting]. Vacant positions within the bargaining unit shall be posted on the company website. The posting shall set forth the job classification, the number of hours to be worked per week, the work location(s) and licensure requirements. The Employer upon request shall make a more detailed description of the job duties and qualifications available.

Posted positions will remain posted for a period of fourteen (14) calendar days. The Employer shall transmit via HCRS email a copy of the posting to the Union Chair at the time it is posted on the HCRS website.

Section 11.2 [Application and Selection]. During the posting period, employees who are interested in vacant positions may apply by submitting an application in writing. Qualified internal applicants shall have the right to be interviewed.

Following the close of the posting period and the interview process, the position shall be filled with the most qualified applicant. Vacancies shall be filled within a reasonable period from the time of selection.

Qualifications shall be defined as relevant licensure/certification, experience, training, education, ability to meet the requirements of the job, and previous employment record. If qualifications are relatively equal, HCRS seniority shall govern. Outside applicants will not be offered employment if any equally qualified internal employee applies for and accepts a position. An employee not selected to fill a vacancy for which he/she has applied for shall, upon request, be given the reason (s).

Employees may participate in the hiring process for any position filled in their respective department/program except in unusual circumstances. If employees participate in the

process, they may be permitted to sit in on candidate interviews, may be given the opportunity to review each candidate's resume, and may be given the opportunity to provide input regarding what is needed from the position being filled and who is the most qualified candidate.

ARTICLE 12

HOURS

Section 12.1 Work Week. The workweek for full time employees is either thirty-seven and one half (37½) or forty (40) hours. The workweek for part time employees shall be consistent with the weekly hours for which they were hired, at the time of hire. Part time employees shall work fewer than thirty-seven and one half (37½) hours per week. The workweek for fee for service employees is set by mutual agreement between the employee and the employer. Employee and employer may agree to a mutually acceptable increase or decrease in hours from those originally set at time of hire.

Section 12.2 Breaks and Lunch Periods. Employees will be entitled to take breaks and lunch periods each workday consistent with current practice. Such periods shall be taken as employee schedules and consumer needs permit. Breaks and lunch periods shall be duty free except in cases of a client emergency.

Section 12.3 Regular Assignment. Neither an employee's program assignment nor job classification shall be changed absent a mutual agreement.

An employee's work location may be changed on a temporary basis based on consumer needs. Such change shall be limited to the administrative work site unless agreed upon by both parties.

If a reduction in hours results in an employee losing her/his benefits, s/he shall have the right of first refusal for extra hours that are available within her/his seniority group and

administrative work site (Hartford, Springfield, Brattleboro). Such employees may take available extra hours outside their administrative work site by mutual agreement with HCRS. If working available extra hours brings an employee's regularly scheduled hours back to or above thirty (30) per week, her/his benefits shall be restored. If no such extra hours are available, reductions in hours shall be subject to the seniority provision herein.

Other reductions in the daily and/or weekly hours of non- based clinicians shall be done by inverse order of seniority group seniority by work site.

Notwithstanding the above, if a school based clinician's daily and/or weekly hours have been otherwise reduced, s/he shall have the right of first refusal for extra hours within her/his seniority group, subject to approval by the school.

Section 12.4 School Based Clinicians. Consistent with the HCRS Board decision in 2005, no school based clinician shall be paid 52 weeks of pay for 45 weeks of work. School based clinicians shall only work and be paid for a 45 week year. Thus, the "annual salary" shall continue to be prorated. (*i.e.* 45/52). Notwithstanding this, during the summer period school based clinicians may continue to request and receive available fee for service work for which they are qualified and be paid for such work on a fee for service basis.

Section 12.5 [Weekends]. Employees will not be required to work weekends as part of their regular assignment unless they were hired to do so. However, employees may have to work occasional weekends based on consumer needs.

Section 12.6 [Overtime]. Overtime is time worked by non-exempt employees in excess of forty (40) hours in a workweek. Overtime must be pre-approved by the employee's supervisor. Overtime shall be paid at the rate of one and one half (1½) times the employee's base rate of pay.

ARTICLE 13

PAID LEAVE TIME

Section 13.1 [Vacation]. Full time employees shall continue to earn paid vacation up to the maximums set forth below:

<u>Years of Service</u>	<u>Maximum Yearly Accrual</u>
Up to five (5) years	Three (3) weeks
More than (5) years	Four (4) weeks

Part time employees who work twenty (20) hours per week or more shall accrue paid vacation time on a pro-rated basis, based upon the maximums set forth above.

Effective January 1 of each calendar year full-time and eligible part-time employees shall continue to be advanced their full entitlement of vacation for the forthcoming calendar year even though they have not fully earned such vacation. If an employee terminates during the calendar year, his or her termination pay shall be reduced by a pro-rated amount of vacation days keyed to the specific pay period the employee is separated from the Agency and for the amount of days that particular employee would have been entitled to (i.e. 3 weeks or 4 weeks). For example, if an employee who would normally be entitled to 4 weeks of vacation takes 4 weeks of vacation before he is separated in the 17th of 26 payroll periods, his/her termination pay would be reduced by the amount of 9/26 of the 4 weeks, or in other words, 7 days.

Employees shall make vacation requests by submitting a vacation request form to their immediate supervisor. The immediate supervisor shall respond in a timely fashion. Approval of vacation requests shall not be unreasonably denied. Under unusual or unanticipated circumstances such as family emergencies, severe weather conditions, car breakdowns etc.,

employees may use accrued vacation time without submitting a vacation request form. Supervisory approval of such requests shall not be unreasonably denied.

Conflicts between employee vacation requests shall be discussed with the employees' immediate supervisor. If the conflict is not thereby resolved, the most senior employee vacation request shall be honored. Requests for full weeks will be given preference over requests for single days.

Employees may carry over unused vacation time from one year to the next up to a maximum of five (5) days.

School based clinicians shall follow the school vacation schedule. They, therefore, take vacation consistent therewith, and do not accrue paid vacation time as set forth above.

Section 13.2 [Holidays/Personal Days]. The Employer recognizes the following holidays as paid holidays:

New Year's Day	Thanksgiving Day
Friday after Thanksgiving	Memorial Day
Christmas Day	Labor Day
Independence Day	Additional Holiday

All employees who would otherwise be scheduled to work on days when the above holidays are observed shall be paid their regular rate of pay. All employees who work a schedule such that one of the above holidays falls on a day they would not normally work shall be given paid time off at their regular rate of pay in lieu of the holiday in the same payroll week in which the holiday is observed.

HCRS shall at its sole discretion determine whether the additional holiday shall be observed so as to create a long weekend (e.g. if July 4th falls on a Thursday observe the additional holiday on July 5th) or observed on a holiday not otherwise listed herein.

Part time employees shall receive holiday pay only when they would otherwise be scheduled to work on the date of an actual holiday specifically enumerated in this section. These employees will receive their regular base rate of pay for the number of hours they are normally scheduled to work.

Holidays shall be observed in accordance with the HCRS schedule determined at the beginning of every year. Holidays that fall on a weekend shall be observed on either the preceding Friday or following Monday.

Notwithstanding the above, school based clinicians shall observe the holidays observed by the school at which they work.

Full time employees shall be entitled to five (5) personal days each calendar year. Part time employees who work twenty (20) or more hours per week, shall be entitled to personal days on a pro-rated basis.

Full time school based clinicians shall be entitled to three (3) personal days each school year. Part time school based clinicians that work twenty (20) or more hours per week, shall be entitled to personal days on a pro-rated basis.

Section 13.3 [Sick Time]. All full time employees shall accrue sick time bi-weekly at a rate of one day per month. Part time employees who work twenty (20) or more hours per week shall accrue sick time on a pro-rated basis.

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. An immediate family member is defined as:

1. A spouse, civil union partner, domestic partner [an individual who lives with the employee for more than six (6) months in an intimate, financially interdependent relationship equivalent to a spouse].

2. Child, step child [including children of civil union partner], adopted child, individual for whom the employee is a guardian or serving in loco parentis capacity.

Employees may use sick time to go to medical and/or dental appointments. Sick time may also be used, in lieu of vacation days, if an employee becomes ill or injured during her/his vacation.

Employees may accumulate up to a maximum of one hundred and twenty (120) days of sick time. If an employee is in the care of a physician and is out for more than five (5) consecutive work days, s/he may be required to submit a note from her/his physician.

Section 13.4 [Bereavement Time]. Full time employees shall be given up to three (3) days off with pay in the event of the death of an immediate family member. An immediate family member is defined as a spouse/partner to a civil union; in-law relation; child, including biological, stepchildren, adopted children and individuals for whom the employee serves as a guardian or in loco parentis capacity, parents, including step-parents, adopted parents, former guardians or an individual who cared for the employee in an in loco parentis capacity, and those in similar relation to the employee's spouse/partner in a civil union; grandparents, including those of the employee or the employee's spouse/partner in a civil union. All other employees shall be given a pro-rated amount of bereavement leave. The days need not be taken consecutively. Employees should notify their supervisor as soon as is practicable of the need to take bereavement time.

Section 13.5 [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 13.6 [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 13.7 [Military Leave]. Employees may take a military leave not to exceed fifteen (15) work days per calendar year for required military service/camps. The Employer shall pay such employees the difference between what their military pay and their regular rate of pay for such leaves. The employee must submit documentation of military pay.

Employees on military leave will accrue paid leave time and seniority while on such leaves as set forth in this Agreement. Employees on military leaves shall be entitled to return to the same or a comparable position at HCRS at the end of such leave in accordance with the provisions of the Uniformed Services Employment and Re-employment Rights Act and applicable state law.

Section 13.8 [Snow Days]. In the event of severe weather, employees will make their own decision regarding travel to and from work taking into consideration consumer care and personal safety. Employees who decide that they are unable to arrive at work at the start of the workday, or who leave work early due to severe weather, should notify their immediate supervisor.

Employees will use vacation and/or personal days to cover for time lost due to severe weather. Alternatively, immediate supervisors may adjust employee work schedules to allow them

to work their regularly scheduled hours in any week during which they have been absent due to severe weather.

School based clinicians shall follow the teacher school year schedule.

ARTICLE 14

EMPLOYEE BENEFITS

Section 14.1 [Long Term Disability Insurance]. The Employer shall provide employees who are regularly scheduled to work 30 or more hours per week HCRS long term disability coverage at no cost to the employee.

Section 14.2 [Life Insurance]. The Employer shall provide employees who are regularly scheduled to work 30 or more hours per week HCRS group term life (e.g. 2 times salary per plan) and AD&D insurance at no cost to the employee.

Section 14.3 [Reimbursement Accounts]. Each annual open enrollment period, eligible employees may open HCRS health and dependent care flex spending accounts that may be used to cover eligible out-of-pocket expenses for health, vision, dental and/or dependant care. Newly hired employees shall be allowed to enroll within the first thirty (30) days of employment.

Accounts are funded by pre-tax payroll deductions.

Section 14.4 [403B]. The Employer shall offer to eligible employees the HCRS 403B savings plan. Effective January 1, 2010, the Employer shall match employee contributions up to 2%. However, the Employer shall have the discretion to match employee contributions up to an additional 3%. Such discretionary match shall be the same for bargaining unit and non-bargaining unit employees. Furthermore, if HCRS decides to increase the mandatory contribution for non unit

employees the increase shall apply equally to bargaining unit employees. There will be a graduated vesting schedule for Employer contributions over a five year period, as follows:

1. 1 year, 20%
2. 2 years, 40%
3. 3 years, 60%
4. 4 years, 80%
5. 5 years or more, 100%

Employees hired on or after January 1, 2012 shall be automatically enrolled in the HCRS 403B savings plan at a 2% contribution rate immediately upon hire and deductions shall commence pursuant to the existing plan documents. Automatically enrolled employees shall have the opportunity to opt out of the HCRS 403B within the first 90 days of employment.

Section 14.5 [Voluntary Insurances]. The Employer shall offer on a self contributory basis all of the HCRS sponsored voluntary insurance programs including, supplemental short-term disability insurance, supplemental accident insurance, cancer-related expenses insurance and supplemental life insurance.

Section 14.6 [Paid Medical Leave]. The Employer shall provide employees who are regularly scheduled to work 30 or more hours per week the HCRS paid medical leave coverage at no cost to the employee, as follows:

Length of Service	Paid Medical Leave Per Calendar Year
1 year, but less than 3 years	20 days at 65% of salary
3 years, but less than 5 years	40 days at 65% of salary
5 years or more	80 days at 65% of salary

Section 14.7 [Other Insurance]. Employees who are required to purchase insurance riders to their auto insurance policies for coverage if they are in an accident while transporting a consumer shall be reimbursed two hundred fifty (\$250) dollars per year for the cost of such riders.

HCRS also carries professional liability insurance, at no cost to employees, to protect employees in the event of a malpractice suit.

Section 14.8 [Computer Loan]. The Employer shall offer bargaining unit employees the HCRS interest-free computer loan program. HCRS will offer interest-free loans of up to \$1,000 to employees for the purchase of a computer. These loans are payable over a 12-month period through payroll deduction. This benefit is available to eligible employees throughout the year with the restriction that HCRS may limit the number of computer loans outstanding to 35 employees at any one time.

Section 14.9. The employer reserves the right to make reasonable changes in the above employee benefits from year to year so long as such changes result in comparable or better benefits.

ARTICLE 15

LEAVES OF ABSENCE

Section 15.1 [Short Term Family Leave]. For the purposes of this Article the term ‘spouse’ means an employee’s legal marriage partner or civil union partner. The term ‘stepchild’ includes the child of an employee’s civil union partner. The term ‘parent-in-law’ includes the parent of a civil union partner.

Employees may take short term family leave to go to a routine medical or dental appointment for themselves or a child, stepchild, foster child or ward who lives with the employee, a parent, spouse or parent-in-law, to take part in pre-school or school activities directly related to the education of a child, stepchild, foster child or ward who lives with the employee of a family member, to respond to a medical emergency involving a child, stepchild, foster child or ward who lives with the employee or a parent, spouse or parent-in-law, to go to other appointments for

professional services related to the care and well being of a parent, spouse or parent-in-law. 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 in any twelve (12) month period. The employee must give advance 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 15.2 [Medical, Family & Parental Leave]. For the purposes of this Article [15.2], the definition of the term ‘serious health condition or illness’ shall be consistent with the definition in the Family Medical Leave Act and Vermont Parental and Family Leave Act. The term ‘spouse’ means an employee’s legal marriage partner or civil union partner. The term ‘stepchild’ includes the child of an employee’s civil union partner. The term ‘parent-in-law’ includes the parent of a civil union partner.

Employees who have completed one year of service and have worked a minimum of 1,250 hours during the twelve (12) month period immediately preceding a leave are eligible for up to twelve (12) weeks of leave during any calendar year for:

1. Pregnancy and the birth of a child, the placement of a child for adoption or foster care with an employee within one year of placement,
2. A serious health condition or illness, or
3. A serious health condition or illness of a child, ward who lives with the employee, foster child, step child, spouse, parent or parent of spouse.

Consistent with the terms of the FMLA and VPFL Acts, the leave may be taken all at once, on an intermittent basis, or on a reduced schedule basis.

Notice of a leave shall be given thirty (30) days in advance if foreseeable. If the leave is foreseeable less than thirty (30) days in advance, notice shall be given as soon as is practicable.

The Employer may request that an employee taking a leave under this Article [15.2] submit a medical certification signed by the employee's health care provider verifying that the employee or family member suffers from a serious health condition or illness. Similarly, the Employer may request that the employee submit a medical re-certification.

The Employer shall place an employee returning from a leave of twelve (12) weeks or less in her/his original or equivalent position.

During the leave, employees may be paid by:

1. Using sick time or personal time,
2. Qualifying for paid medical leave, or
3. Using vacation time.

In addition, while employees are on an either FMLA or VPFL leave, they shall accrue seniority and receive group health insurance and all other benefits on the same terms as before such leave.

Notwithstanding the above, leaves taken under this Article [17.2] shall otherwise be consistent with the Family Medical Leave Act and Vermont Parental and Family Leave Act.

Section 15.3 [Non-FMLA or VPFL Leave Due to Employees own Serious Health Condition]. If an employee fails to return to work within twelve (12) weeks due to a serious health condition or illness or is otherwise not entitled to FMLA or VPFL leave, s/he may request leave or additional leave, as the case may be, for up to three (3) months. Such requests shall be submitted in

writing, when practicable. Whenever possible such written requests should be made prior to the exhaustion of that employee's FMLA/VPFL leave, if applicable. Such leaves and their duration shall be subject to the Employer's approval. However, such approval will not be unreasonably withheld. Commencing with the first day of such leave the employee must apply any and all earned but unused paid vacation days, sick days, personal days etc. to cover the time lost from work until such time is exhausted and then receive unpaid leave for the remainder. The use of paid time shall not extend the duration of the leave beyond three (3) months. Upon return to work, the employee shall return to her/his original position, if available, or a comparable position, if available. A comparable position is one that is in the same seniority group. Such positions as are available when the employee returns to work shall be offered to employees returning from a leave before they are posted pursuant to Article 11 [Filling of Vacancies] herein. Employees shall not continue to accrue sick, personal, vacation time, seniority or other benefits while out on Non-FMLA or Non-VPFL leave.

Section 15.4 [Personal Leave]. Employees may make a request for personal leave, which does not qualify as a leave under any other provision in this Agreement. The request may be for a period of between thirty (30) days, but not to exceed six (6) months. Requests must be made in writing and submitted to the employee's immediate supervisor no later than forty five (45) in advance. The request shall state the dates and reasons for the leave. Approval of such requests shall not be unreasonably denied.

Employees will be required to use accrued personal and vacation time. Employees shall not continue to accrue sick, personal, vacation time, seniority or other benefits while out on Personal Leave.

Employees will be reinstated to their former positions upon return from such leaves only if available, and comparable positions only if available as set forth in Article 15.3 herein.

ARTICLE 16

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 8 [Grievance Procedure] herein. The Union will provide the Employer with a list of Union Representatives and their jurisdictions. There shall be no more than one (1) union representative involved in any grievance or disciplinary investigation without loss of pay.

ARTICLE 17

MANAGEMENT RIGHTS

Except as limited by provisions of this Agreement, the Union and HCRS agree that all rights are reserved solely by HCRS. Such rights include but are not limited to the right to establish HCRS' mission, programs, objectives, activities and priorities; to plan, direct and control the use of resources and personnel to achieve the above; the right to determine the methods and means by which work will be performed; the right to introduce, change, discontinue or reorganize operations, methods, materials, means, facilities, equipment or processes, including technological alterations in processes or equipment; the right to discontinue, reorganize or relocate all or any portion of the operations; the right to manage and direct employees and to determine the size, composition and qualifications of the work force; the right to determine the work to be done; to assign work; to establish daily or weekly work schedules; to schedule overtime; the right to recruit and hire; to establish classifications; to determine the qualifications for reclassifications; to determine and enforce standards of performance and conduct and the process by which employees

are evaluated; the right to train, develop, promote, transfer, or demote employees; the right to layoff for lack of work; the right to discipline or discharge employees for just cause and to discharge probationary employees without cause; the right to establish, modify or discontinue policies, rules or regulations so long as they do not conflict with a provision of this agreement; the right to maintain efficiency and order in operations; the right to develop, implement and administer affirmative action programs.

Actions taken by HCRS under this Article that represent a violation of this Agreement or are arbitrary or capricious shall be subject to the Grievance Procedure set forth in Article 8.

ARTICLE 18

PERSONNEL FILES, DISCIPLINE, ANNUAL EVALUATIONS

Section 18.1 [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 by appointment. 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 to anyone outside management 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, which 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 18.2 [Discipline]. Except in cases of gross misconduct, 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. Where an employee is called into an investigatory interview, the purpose of which is to collect facts concerning a suspected disciplinary violation by such employee, the supervisor shall notify the employee of such purpose and his or her right to union representation if he or she chooses.

Section 18.3 [Annual Evaluation]. Employees shall be given annual written performance evaluations within a month of their respective anniversary dates of hire. The purpose is to provide employees with a clear understanding of what is expected of them in performing their job duties. The annual evaluation is also meant to avoid surprises and include both employee and supervisor observations regarding employee job performance.

The employee shall have the right to meet with the evaluating supervisor to discuss the evaluation. At the time of the performance evaluation a place will be provided on the evaluation form on which the employee may make written comments regarding the evaluation. Upon request,

the employee may take up to one week to complete comments and upon request, and a copy of the evaluation shall be provided to the employee.

When an employee signs an annual evaluation, her/his signature indicates that s/he read and reviewed the evaluation, not that s/he necessarily agrees with it.

ARTICLE 19

HEALTH AND SAFETY

The Employer shall maintain a safe and healthy working environment for employees and consumers. The Employer will provide appropriate lighting, heat and ventilation in all work areas. The Employer shall observe all applicable health and safety laws and regulations. The Employer will provide proper and safe equipment required for employees to perform their job duties.

The Employer will promptly and thoroughly investigate all employee reports of threats of violence and/or suspicious individuals or activities. Threats of violence directed at employees will not be tolerated.

The Employer may upon review of an incident report and investigation of an incident indemnify employees for any damage to their clothing and/or personal effects as a result of physical contact with a consumer while the employee is on duty. Such indemnification shall not be unreasonably denied.

ARTICLE 20

EMPLOYEE ASSISTANCE PROGRAM

The Employer shall offer an Employee Assistance Program [EAP] as a cost free, strictly 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 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.

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 21

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 22

EMPLOYEE TRAINING & PROFESSIONAL DEVELOPMENT

Section 22.1. 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. Employees will be paid at their regular rate of pay when attending approved training or professional development activities on scheduled workdays.

Section 22.2. Subject to Program Director/Chief Human Resources Officer approval, full-time employees shall be eligible for approved tuition reimbursement for degree study consistent with the following terms. Employees who have been employed for two (2) or more years by HCRS shall receive reimbursement for 20% of the cost of tuition. Employees with three (3) or more years of service shall receive 30% reimbursement. Employees with four (4) or more years shall receive 40% reimbursement, and employees with five (5) or more years shall receive 50% reimbursement.

Section 22.3. Employees may request reimbursement to cover the reasonable costs (e.g. registration fees, textbooks, mileage) of attending CEU approved workshops, seminars, or conferences. To cover such costs HCRS shall set aside \$10,000 per contract year. To obtain reimbursement the employee must obtain their program director's prior written approval. Such approval shall not be unreasonably denied. Requests shall be considered on a first come first served basis. Employees may submit only one request at a time. Funds available for reimbursement shall not be less than \$10,000 per contract year. However, nothing in this agreement shall limit the right of the Agency, at its sole discretion, to allocate additional funds for employee reimbursement pursuant to this section. After attending such educational programs, employees will be encouraged to share the information they received at such programs with their colleagues. Employees will be paid at their regular rate of pay while attending approved workshops, seminars or conferences on scheduled workdays.

Section 22.4. HCRS shall provide clinicians seeking licensure with adequate supervision from supervisory staff who have the appropriate degrees and/or licensure. Such supervision shall be provided internally wherever possible and the selection of such supervisor shall be made at the sole discretion of HCRS. In the event HCRS determines that no internal supervisors are available to provide such supervision, HCRS shall contract with an outside clinician who has the appropriate degree and/or licensure to provide supervision to the clinician seeking licensure. Such outside supervision shall be provided at no cost to that clinician. Regarding the selection of the outside supervising clinician, the clinician seeking licensure shall recommend potential outside clinicians to HCRS and indicate his/her preference. HCRS shall review and consider the clinician's recommendations and preference, however, HCRS shall make the ultimate selection at its sole

discretion. HCRS shall not exercise its discretion under this Section in an arbitrary or capricious fashion.

Section 22.5. In the event of the elimination of a clinical program or initiative applicable to unit employees, HCRS shall give the Union advance notice as soon as is practicable.

Section 22.6. Whenever HCRS introduces new clinical programs, policies, procedures, technology and/or substantively revises same, HCRS shall provide advance notice to and training for affected employees. The type and extent of training shall be determined by HCRS. In the case of live training, such training and support will be provided by qualified, competent personnel during normal business hours. Employees, therefore, shall be relieved of their regular job duties and responsibilities during such time. Employees receiving training and support during their working hours will be paid for time spent on such training and support at their regular rate of pay. A clinician who believes he/she requires additional training should contact his/her immediate supervisor to discuss why the clinician feels he/she needs additional training. The clinician's supervisor along with the Program Director will make the final determination as to what additional training and/or support, if any, will be provided. Requests for additional training shall not be unreasonably denied. However, the type and extent of this additional training shall be determined by HCRS.

ARTICLE 23

JOB DESCRIPTIONS

The Employer shall maintain a job description for every bargaining unit position. Job descriptions shall be kept on file and given to employees at the time of hire and upon request.

ARTICLE 24

ON-CALL COMPENSATION

Employees who do crisis work shall receive \$35.00 for being on call for an eight (8) hour shift. The shifts are 8:00 am – 4:00 pm, Monday through Friday, 4:00 pm – 12:00 midnight, seven (7) days per week, 12:00 midnight to 8:00 am seven (7) days per week, and shifts on Saturdays, Sundays, days on which employees are on vacation or observing holidays, and shifts on other days that need to be filled by employees. In addition to the \$35.00, employees who are actually called shall be paid \$120.00 per incident. Phone surveys and phone interviews do not qualify as incidents.

On-call assignments shall be equitably distributed among employees who do crisis work, and shall be filled on a voluntary basis.

ARTICLE 25

MILEAGE REIMBURSEMENT

Effective January 1, 2012 employees shall be reimbursed at the rate of 90% of the IRS rate rounded down to the nearest whole penny, for all mileage logged while performing their job duties/responsibilities, except mileage logged from an employee's home to her/his daily work site, and to an employee's home from her/his daily work site. The term "daily work site" shall be defined as the location to which an employee normally reports to work each day.

Reimbursement shall be forthcoming within two (2) weeks of submitting an expense voucher. 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 26

REIMBURSEMENT OF OTHER WORK RELATED EXPENSES

The following expenses employees incur while performing job duties shall be reimbursed after submission of an expense voucher:

1. Expenses incurred while driving HCRS vehicles such as gasoline, oil, tolls, parking fees, repairs;
2. Expenses incurred as a result of pre-approved therapeutic recreational activities;
3. Expenses incurred for work-related phone calls; and
4. Other pre-approved expenses incurred as a result of conducting other work-related business.

ARTICLE 27

SENIORITY

Section 27.1 [Definition].

Seniority Group Seniority: (applies for purposes of layoff, bumping and recall) 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-

Children's Integrated Services Clinician I
Community Rehabilitation and Treatment Clinician I
Intensive Family-Based Services Clinician I
School-Based Clinician I
Adult OP Clinician I
Eldercare Clinician I
Home-Based Family Clinician I

Seniority Group II

Children’s Integrated Services Clinician II
Community Rehabilitation and Treatment Clinician II
Intensive Family-Based Services Clinician II
School-Based Clinician II
Adult OP Clinician II
Eldercare Clinician II
Home-Based Family Clinician II

Seniority Group III

Registered Nurse

Seniority Group IV

Crisis Intervention Specialist

Seniority Group V

Substance Abuse Clinician I

Seniority Group VI

Substance Abuse Clinician II
Crash Evaluator

Seniority Group VII

Crash School Leader

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 first year, such employees shall lose their seniority group seniority in the old group but be credited with that seniority in the new group.

Section 27.1 (a) [HCRS Seniority]. HCRS Seniority determines eligibility or entitlement for benefits, preference for scheduling, or applies wherever else seniority is a

determining factor. HCRS Seniority commences after the completion of an employee's probationary period and shall be retroactive to his or her most recent date of hire.

Section 27.1 (b) [Calculation of Seniority Group Seniority]. Seniority shall commence after the completion of her/his probationary period and shall be retroactive to his or her most recent date of hire or placement into a job classification which is within the seniority group.

Section 27.2 [Loss of Seniority]. An employee's seniority (both HCRS and seniority group) shall be lost when s/he:

1. Terminates voluntarily (resignation).
2. Is discharged for cause.
3. Retires.
4. Transfers to a position outside the bargaining unit.
5. Is laid off for a period of twelve (12) months.
6. Fails to return to work after expiration of a leave of absence without express written permission of the employer.
7. Accepts employment elsewhere while on leave of absence without prior approval of the Employer.

Section 27.3 [Bridging of Seniority]. Notwithstanding the above, if an employee breaks his or her service by leaving her/his bargaining unit employment and yet returns within a twelve (12) month period his or her previously accrued seniority shall be restored.

Section 27.4 [Layoffs and Recall]. The Employer shall notify the Union in writing of all layoffs as soon as the Employer knows that there has to be a layoff. Upon such notification, the parties shall meet to confer about the reasons therefore and reasonably attempt in good faith to avoid

or minimize such layoff. If a layoff takes place, the affected employee(s) shall be notified as soon as is practicable.

[Order of layoffs]. Bargaining unit employees within the selected program, administrative site or school, as the case may be, and seniority group, shall be laid off in the following order once temporary positions have been eliminated.

1. Fee for service
2. Probationary employees
3. Part time employees regularly scheduled to work less than 30 hours a week
4. Regular full-time employees and regular part-time employee who are regularly scheduled to work 30 or more hours a week

Within such categories, seniority groups, administrative site or school and program the layoff shall be in inverse order of seniority (least senior to most senior).

Section 27.5 [Bumping Rights].

1. Bumping. All bargaining unit employees shall have bumping rights as set forth below. However, employees who bump into the positions covered by a contractor do so subject to the approval of the contractor. In the event the contractor does not approve a bump, the affected employee shall, for the twelve (12) month recall period, have a right of first refusal to fill a vacancy for which they are the qualified as that term is defined in Article 11 (Filling of Vacancies) herein.

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 and provided that the laid off employee is immediately qualified to perform the work. Immediately

qualified means knowledgeable and experienced in performing the tasks and assignments involved (including the modalities used) and able to effectively and efficiently perform the work with nothing more than routine orientation. 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, but the laid off employee must accept and work the hours of the individual bumped.

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.

2. Right to Vacancies. Laid off and bumped employees rights to vacancies at time of layoff/bump.

- a. A laid-off employee shall be given a copy of all vacancies at the time of the layoff. 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 equally qualified employees for such positions even if he or she is less senior.
- b. 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, the most senior employee to be laid off shall be the first to 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.

4. An employee who is on disciplinary probation at the time of layoff shall not be deemed qualified to bump a junior employee or take a vacant position over another employee who is both qualified and who is not on disciplinary probation at the time of layoff.

Section 27.6 [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 11 [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 informed of vacancies electronically by accessing a link on the HCRS website to view the job opening(s). To be considered, notified employees must apply for such positions.

All recall rights shall extinguish after twelve (12) months of layoff.

Section 27.7 [Severance & Benefits]. Employees who are laid off and have at least one year of HCRS seniority shall continue to receive medical insurance coverage until the end of the

month in which they are laid off. Thereafter, they shall be offered COBRA continuation rights at their own expense.

Section 27.8 [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 of each employee on this list. In the event the lists are inaccurate, the Union shall have thirty [30] calendar days to grieve.

ARTICLE 28

WAGES

Section 28.1 – Wages. HCRS will pay to all regular full-time, regular part-time, partial year (not fee for service), salaried and hourly employees who are working on the date on which the increase is to be paid an increase to their base rate as follows:

January 1, 2012	3.0% across the board
January 1, 2013	2.0% across the board
January 1, 2014	2.0% across the board

The increases in pay in 2013 and 2014 shall be implemented with the first full pay period after the effective date of the increase. The increase in pay in 2012 shall be implemented with the first full pay period after the effective date of the increase, provided that ratification is achieved by January 11, 2012; if ratification is not achieved by January 11, 2012, this increase will be effective the first full pay period after ratification. All other terms of the Article on wages and all other wage premiums, on-call pay, bonuses and other pay rates shall remain unchanged.

In the meantime, the Employer agrees to make every effort to not perpetuate or worsen inequities by hiring in new employees into a job classification at higher pay rates than

incumbent employees in that job classification who have equal credited job related experience/training. In the event the Employer finds if necessary or appropriate to hire an individual at a rate higher than that paid to incumbent employees with equal relevant job related experience/training, it shall raise such incumbent employees to such hire rate effective the first payroll period following such new employee's date of hire. In implementing this arrangement, the Employer retains the exclusive right to determine the equality of experience/training relative to the current job held by the incumbent and into which the new hire is placed. This determination shall not be subject to arbitration unless it is determined to be arbitrary or capricious.

Section 28.2 Pay Day, Direct Deposit. Employees shall be paid on a bi-weekly basis on a Friday. Direct deposit of payroll checks is available to employees upon request.

Section 28.3 Fee for Service. The fee for service rate of pay shall be thirty dollars an hour (\$30) for all hours worked for the life of the Agreement.

Section 28.4 School based Clinicians. School-based clinicians only work the 45 week teacher school year, as defined by HCRS, and thus shall receive a prorated annual salary (i.e.45/52). Thus, increases shall be calculated on the basis of a 45 week pay year not a 52 week pay year. Notwithstanding this, school based clinicians shall have the option to have 45 weeks of salary annualized over twelve months.

HCRS shall have the right to make periodic changes to the starting date of the 45 week school year as necessary to ensure the start of the 45 week HCRS school year matches as closely as possible to the start of the districts' school year. Regardless of whether HCRS makes a change to the start of any given 45 week work schedule, in no event shall SBCs be eligible to receive less than 45 weeks of pay in any given HCRS school year.

Section 28.5. HCRS shall continue its practice of giving Clinician I's a \$2,000 raise when they receive their license and become a Clinician II.

Section 28.6. The minimum yearly (52 week) salary for Clinician I shall be \$25,668 (37.5) and \$27,379 (40) and for Clinician II \$32,535 (37.5) and \$34,703 (40).

Section 28.7. Employees who apply for transfer within the bargaining unit shall be informed in writing of the rate of pay in the new position prior to accepting the transfer. The rate of pay shall be determined based on comparing the relevant job experience and training of the employee applying for transfer to that of the incumbent employees in the job classification within the administrative site to which they are transferred. In the event an employee transfers into a position with a pay rate that is different than the rate the employee received in his/her prior position, the employee's rate shall be adjusted, either up or down, to the rate of the new classification based on the above comparative analysis. Such change shall be effective upon the first day the employee works in the new classification.

ARTICLE 29

GROUP HEALTH, DENTAL AND VISION INSURANCE

1. The Employer shall continue its consumer driven "insured" health plan ("CDHP") based on the MVP High Deductible Health Insurance Plan (or also known as the MVP Plan) and HCRS Funded Health Reimbursement Accounts ("HRA") and the CIGNA Dental Insurance Plan. All eligible full-time and regular part-time employees regularly scheduled to work 30 or more hours per week will be offered coverage under the CDHP Plan, Group Vision and Group Dental Insurance (hereafter "Group Insurance Plans"). The CDHP Plan (Plans 1 and 2) shall include, but not be limited to, the following:

(a) Premium Sharing. Effective January 1, 2012, HCRS shall pay 85%, and participating employees shall pay 15% of the costs of the plan. The percentage share shall continue to be applied to the overall cost of providing the benefits. In the case of the CDHP, this includes but is not limited to the cost of administration, MVP insurance costs (Basic charges, stop loss coverage, and riders), flex plan administration, Health Reimbursement Accounts (HRAs), administrative costs for managing HRAs, and the issuance and administration of HRA debit cards. While the percentage share shall be fixed as described above, the actual dollar amount may go up or down depending upon fluctuations in the costs of the coverage provided.

(b) Deductibles for Plans 1 and 2. Deductibles for Plan 1 shall be \$2,500 for single coverage and \$5,000 for two party and family coverage, but once an employee satisfies the deductible, he or she shall have no further out of pocket costs with the limited exception of pharmaceutical co-pays which shall be charged until the employee reaches the out of pocket caps which for Plan 1 shall be \$3,500 for single coverage and \$7,000 for two party and family coverage. Deductibles for Plan 2 shall be \$5,000 for single and \$10,000 for two party and family coverage, and once an employee satisfies the deductible, he or she shall have no further out of pocket costs.

(c) HRA Funding and Administration. Effective January 1, 2012, the Employer shall “front load” each participant’s HRA at the commencement of the 2012 plan year with HCRS-Funded HRAs of \$2,000 for single coverage and \$4,000 for two-party and family coverage. Each participant shall be issued a “debit card” in the amount of their respective HRA which can be applied to the participant’s “out of pocket” costs for deductibles and/or co-pays. Following the three (3) month grace period for submitting 2011-incurred expenses to a participant’s 2011 HRA, in April 2012 any unused balance remaining in a participant’s 2011

HRA, shall be carried over into the 2012 HRA up to the extent of the respective deductible (i.e. for employees enrolled in Plan 1, up to the Plan 1 deductible, or for employees enrolled in Plan 2 up to the Plan 2 deductible). Thus, the total combined amount of any rollover and any new HRA Funding shall not exceed the Plan 1 or Plan 2 deductible. For example, if an employee in Plan 1 with single coverage rolls over \$400 from 2011 and the new HRA funding is \$2,000, he/she would receive the total of \$2,400 which is less than the Plan 1 deductible of \$2,500. If, however, the same employee rolls over \$1,000 from 2011 into 2012 and the new HRA funding is \$2,000, the total of \$3,000 would exceed the Plan 1 deductible; thus, that employee will receive the full \$2,000 HRA funding from the Employer but his/her \$1,000 residual balance amount to be rolled over would be reduced to \$500, so that the two together do not exceed the \$2,500 deductible. HCRS will permit employees moving into Plan 2 to combine new and rollover funding up to a maximum of the Plan 2 deductible.

(d) Reduced HRA Funding and Related Incentive Plan. Effective January 1, 2013, HCRS shall reduce the level of HRA funding to 70% of the Plan 1 deductible (e.g. \$1,750 for single and \$3,500 for 2 party and family). Also effective January 1, 2013, HCRS will provide incentives to employees and enrolled spouses, partners and dependents for participation in specified wellness activities (e.g. annual physical exam, annual dental exam, an age/gender appropriate preventive exam (i.e. mammogram, colonoscopy, well child visits/immunizations), completion of a health risk assessment and signed non-smoker affidavit). Incentive dollars earned by participants will be provided to employees via a “Wellness HRA” (W/HRA) on a quarterly basis. Although participants may complete all available incentive options, the amount of the incentives earned in any given plan year will

be limited to the amount of the incentive bridge. The incentive bridge is the monetary gap between the 2012 HRA funding and the HRA funding provided in 2013 and 2014.

The W/HRA funds will differ from “Health Plan HRA” (HP/HRA) funds in the following ways:

- (1) Funds in the W/HRA may be applied to all Flexible Spending Account (FSA)-eligible expenses in addition to the HRA-eligible medical & Rx expenses associated with the MVP Health Plan.
- (2) At the end of the plan year, remaining W/HRA funds will roll over in full into the next plan year’s W/HRA. As incentives are earned and added to a participant’s W/HRA in the new plan year, the total of HP/HRA and W/HRA funds may exceed the level of the applicable MVP deductible due to this 100% rollover. These funds in excess of the plan deductible may be used for FSA-eligible expenses potentially reducing an employee’s elected FSA funding level.

W/HRA funds will be available on the participant’s Choice Strategies debit card. The W/HRA will be added as a third “account” (in addition to the HP/HRA and the FSA) with the order of utilization as follows:

- (1) HP/HRA first. All HRA-eligible claims will be expensed against the HP/HRA first.
- (2) FSA (if elected). If HP/HRA funds are exhausted, HRA-eligible claims will be expensed against a participant’s medical FSA. Expenses not HRA-eligible but FSA-eligible (e.g., out-of-pocket dental costs) will always be expensed against a participant’s FSA first.

- (3) W/HRA. All HRA-eligible and FSA-eligible claims will be expensed against the W/HRA only after HP/HRA and/or FSA funds are exhausted.

The Wellness Incentives. HCRS will provide monetary incentives for five (5) wellness activities. A participant enrolled as an individual in the health plan will be able to cover the reduction in HP/HRA funding (\$250 for employees enrolled in single coverage) by participating in four (4) of these wellness activities during the plan year. Two-Person and Family enrolled participants will be able to cover the reduction (\$500 for employees enrolled in two person/family coverage) by participating in eight (8) of the wellness activities during the plan year. Participant may earn a monetary incentive of \$62.50 for each wellness activity (e.g. annual physical exam) to cover the incentive bridge ($\$62.50 \times 4 = 250$ for individual, $\$62.50 \times 8 = \500 for two person/family.)

Five wellness incentives:

- (1) annual physical exam
- (2) annual dental exam
- (3) one age-appropriate preventive exam (excluding above two activities)
- (4) completion of the on-line Health Risk Assessment on the MVP website*
- (5) non-tobacco affidavit or completion of a tobacco-cessation program in the previous six (6) month period*

*Dependent must be age 18 or older to participant in this incentive.

If any employee exhausts the amount of his/her HRA on or before March 31st of any given year (2013 or beyond) the employee may request that HCRS provide employees with up to 50% of the amount of the incentive bridge. However, if such employee fails to complete the respective number of incentives sufficient to cover the amount of money HCRS fronts employees pursuant to this section by the end of the plan year, the employee shall sign a document permitting the employer to deduct the amount from the employee's first paycheck in the following year.

HCRS shall have the option to offer eligible employees the choice of a higher deductible, lower cost "Plan 2," providing the same HRA contribution and same percentage of employee "premium share" as Plan 1. The deductible for Plan 2 for bargaining unit employees, which is expected to be significantly higher than Plan 1, shall be the same as that offered to non-bargaining unit employees opting for Plan 2.

(e) Dental Plan. HCRS shall offer to eligible employees the CIGNA Dental Plan. Individual coverage will continue to be at no cost to eligible full time employees. The terms of the CIGNA Dental Plan for 2012, include but are not limited to premiums and terms are set forth in Appendix A of this contract. Effective January 1, 2013 both full time and part time employees (two party and family) will contribute 35% of the premium for dental coverage consistent with the chart below:

Dental Premiums for Plan Year 2013		
	F/T Employee Bi-Wkly Prem. Share	P/T Employee Bi- Wkly Prem. Share
Employee	0%	0% + \$7.00
Employee + One	35%	35% + \$7.00
Family	35%	35% + \$7.00

(f) Flex and Other Group Insurance. HCRS shall also continue to offer Flex Benefits, Vision and other Group Insurance (e.g. GTL/ADD, Long Term Disability Insurance) to eligible bargaining unit employees on the same terms applicable to non-bargaining unit employees.

2. Except where specifically limited by Section 3 below, all decisions regarding the HCRS Group Insurance Plans including, but not limited to, rules of eligibility for the employees and the employee's dependents, the extent of coverage, the administrator, the carrier, the amount of deductibles, the amount of employer contribution, if any, toward the cost of premiums, substitutions, additions, deletions or modifications of the plans themselves remain exclusively those of HCRS. Any changes in contributions, coverage or content implemented for non-unit employees (both positive and negative) will be applied to all eligible bargaining unit employees. The Union will be given 30 days notice of any changes and will be given a reasonable opportunity to meet and discuss any proposed changes prior to their implementation. However, such changes shall be applied to eligible bargaining unit employees to the same extent as non-unit employees.

3. The following limits shall apply to changes in the HCRS health plan (Plan 1) for the life of the agreement:

a. The group health insurance plan shall be substantially equivalent to Plan 1 described in paragraph one of this Article (29.1 a-d).

b. During the life of the agreement, the employee contribution toward the cost of the MVP Plan shall be set at the percentage amounts identified above. Thus, the actual cost, in dollars, of the plan may fluctuate depending upon variables impacting the total cost of the plan, including but not limited to, claims experience, administrative fees, etc. Thus, the actual dollar amount of the employee contribution may increase or

decrease due to such fluctuating costs, even though the percentage share remains constant.

4. Each December, the Employer shall schedule an annual open enrollment period for the upcoming calendar year. The Employer reserves the right to schedule a special open enrollment session within the calendar year based on special circumstances.

5. During the summer months, HCRS shall maintain the health, vision and dental insurance benefits of school based clinicians who elect such coverage. For those employees who decide not to return to work at HCRS for the start of the new school year, coverage during the summer months shall terminate effective midnight on the Saturday before the Monday of the first week of the SBC 45 week pay period. (e.g. if SBCs are scheduled to return on Monday August 15th coverage would terminate at midnight on Saturday August 13th).

All SBCs who have not elected to annualize their pay shall have their share of group benefit contributions for the 12 month calendar period deducted from the pay checks they receive over the course of their 45 week pay period. In other words, 52 weeks of employee premiums will be deducted from employee paychecks over a 45 week period. SBCs who separate from employment and have over contributed to group benefit contributions shall be reimbursed no later than the pay date for the next full payroll period after the employee's separation..

6. Commencing January 1, 2010, for current employees who are eligible to receive coverage under the HCRS CDHP and can establish that they are covered under a spouse's¹ health insurance plan, HCRS will offer a buyout option, which shall accrue and be paid out each pay period for the duration of the year on a pro rata basis. The annual amount of the buy-out for each type of coverage

¹ All mentions of the term "spouse" shall also encompass civil union partners.

shall be: \$500 single; \$750 two- party; and \$1,000 family. If such an employee loses such health coverage under his/her spouse's plan, that employee shall be entitled to receive coverage again under HCRS' plan; however, payment of any bonus shall terminate at such time. For this purpose, a current employee shall be any person employed by HCRS as of the effective date of this agreement.

7. Effective January 1, 2010, spouses of new benefits eligible employees who are employed and eligible to receive health coverage through their employer's health insurance shall not be covered by the HCRS Plan, as long as such plan at a minimum contains coverage for the following products and or services: prescriptions, physical therapy, physician, ambulance, medical supplies and equipment, diagnostic (i.e. radiology), inpatient and outpatient services, and mental health/substance abuse and is available at a comparable premium and comparable deductible, as hereinafter defined. A comparable premium shall be one that is not more than 50% higher than the HCRS plan for the level of coverage (e.g. single, two party or family). Comparable deductible is a deductible that is not more than 50% higher than the "effective deductible" (hereinafter defined) for HCRS Plan 1 for the same level of coverage (e.g. single, two party or family). Since many employers' health plans may not combine high deductibles with employer funded HRAs, the "effective deductible" shall be defined as the difference between the full applicable deductible and the annual amount of HRA funding without regard to any roll-over funds. For example, if the HCRS Plan 1 deductible for single coverage is \$2,500 and the annual HRA funded by HCRS is \$2,000, the "effective deductible" would be \$500. Thus, for a spouse's plan to be comparable, his/her deductible could be no more than \$750). For purposes of calculating the effective deductible, no amount of funds "rolled over" shall be considered. Notwithstanding the foregoing, if a change of status renders the spouse ineligible under his or her employer's plan, he or she shall qualify for coverage under the HCRS

health plan. For this purpose a new employee shall be any person employed by HCRS after the effective date of this agreement.

8. Where the spouse of a current eligible employee is employed and eligible to receive coverage through his or her employer's health insurance, the current employee may waive spousal coverage under the HCRS Plan in exchange for an annual waiver bonus of \$500. The waiver bonus shall accrue and be paid out each pay period on a pro-rata basis. A change of status rendering the spouse ineligible under their employer's plan shall qualify them for coverage under the HCRS health plan notwithstanding such waiver; however, payment of any bonus shall terminate at such time.

ARTICLE 30

CONTRACTOR RELATIONS

A contractor [e.g. school, DCF District Office, etc.] has a right to remove a clinician from its facility. Such removal shall not be grievable. The parties also agree that HCRS is privileged and obligated to disclose to any contractor relevant information relating to the qualifications, work record or abilities of an HCRS employee prior to their placement.

Upon notification from a contractor that a clinician is being removed, HCRS shall provide written notice to the Union and the clinician. Such written notification shall contain an offer to meet with the Union representative and the employee to discuss the matter within the next ten [10] business days. Upon request, HCRS will meet with the Union and/or clinician to discuss the contractor's notice and any relevant facts disclosed by the contractor regarding the reasons for its request.

Upon removal, the clinician shall be considered laid off and may exercise her/his rights as set forth in Article 27.5 and 27.6 [Seniority] of the contract in order to obtain placement, unless HCRS decides to terminate the clinician for cause in conjunction with or following his or her

removal from the facility. Where HCRS disciplines the clinician short of termination, such discipline may be relevant to the employee's qualifications for available positions or bumping.

If HCRS decides to discipline or terminate the clinician for cause, s/he shall continue to have the right to challenge such discipline or termination under the just cause provision of the contract.

If such clinician prevails in arbitration, s/he shall be entitled to remedial relief as determined by the arbitrator, including but not limited to reinstatement to a position within HCRS. Such arbitrator, however, shall have no authority to force any contractor to reinstate the clinician. The subject contractor may, however, choose to reinstate such clinician.

HCRS' failure to call as witnesses the contractor's representatives, behavioral health specialists, clients or the family members of clients shall not be deemed prejudicial. This, however, does not relieve HCRS of its duty to satisfy its burden of proof in establishing just cause for termination.

ARTICLE 31

SMOKE FREE CAMPUSES

Effective September 1, 2009, all HCRS campuses will become smoke free. The smoking ban will apply to all employees on any and all premises, including outside spaces, including but not limited to parking lots, facility grounds, driveways, entrances and walkways.

An employee's violation of the no-smoking plan shall result in the imposition of progressive discipline up to and including discharge. An employee may file a grievance regarding such discipline, but may not challenge the rule itself. No arbitrator shall have authority to arbitrate the "reasonableness" of the smoking ban or this provision.

ARTICLE 32

EXPEDITED RESOLUTION OF WORKPLACE ISSUES

Any employee having an issue regarding the contract or its provisions has the right through the Union's Local Chair or his/her designee to immediately notify HCRS' Chief Human Resources Officer of the issue(s). Within 48 hours of being notified of the issue(s), the Chief Human Resources Officer or his/her designee shall offer dates and times to the Union's Local Chair or his/her designee to set up a meeting at a mutually convenient time. Both parties should strive to hold the meeting as soon as is practicable so that the issues can be discussed and addressed in a timely manner.

Such meetings shall not be used to change, delete, or modify any of the terms of the existing collective bargaining agreement or to adjust grievances arising under this Agreement

ARTICLE 33

PRINTING OF AGREEMENT

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

ARTICLE 34

PRIOR AGREEMENTS

Prior agreements, promises or understandings (if any) are void and supplanted by the current agreement.

ARTICLE 35

DURATION

Effective with ratification of the agreement by both parties, this Agreement shall be in effect from January 5, 2012 and shall remain in full force through December 31, 2014. It is expressly understood that no matter or issue the facts of which pre-date the ratification shall be subject to arbitration.

Health Care & Rehabilitation Services of Southeastern Vermont	United Nurses & Allied Professionals, Local 5051
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

APPENDIX A
2012 DENTAL PLAN HIGHLIGHTS

Premiums (Bi-weekly)			
		<i>Part Time</i>	<i>Full Time</i>
	<i>Individual</i>	\$4.00	\$0.00
	<i>Two-Person</i>	\$20.00	\$16.00
	<i>Family</i>	\$24.00	\$20.00
Coverage			
	Individual	\$1,000 per person Maximum/plan year	
	Two-Person	\$1,000 per person Maximum/plan year	
	Family	\$1,000 per person Maximum/plan year	
Preventive & Diagnostic Care (<i>Paid at 100%</i>)			
	Oral Exams		
	Cleanings		
	Routine X-rays		
	Fluoride Application		
	Sealants		
	Space maintainers (non-orthodontic)		
	Non-Routine X-rays		
	Emergency Care to relieve pain		
	Histopathologic exams		
Basic Restorative Care (<i>Paid at 70%</i>)			
	Fillings		
	Oral surgery- simple extractions		
	Oral surgery- non-simple extractions		
	Surgical extraction of impacted teeth		
	Anesthetics		
	Major Periodontics		
	Minor Periodontics		
	Root canal therapy/Endodontics		
	Relines, Rebases & Adjustments		
	Repairs- Bridges, Crowns, Inlays and Dentures		
Major Restorative Care (<i>Paid at 70%</i>)			
	Crowns, Inlays, Onlays		
	Dentures		
	Bridges		
Orthodontia (<i>Paid at 50%</i>)			
	Coverage for eligible children only (\$1,000 lifetime maximum)		

Side Letter- Joint Drafting of Agreement

The Employer and the Union agree that both parties played a role in drafting the language of this collective bargaining agreement, therefore, any ambiguity in the agreement shall not be construed against one party or the other.

Health Care & Rehabilitation Services of Southeastern Vermont	United Nurses & Allied Professionals, Local 5051
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____