

AGREEMENT

between

LYNN COMMUNITY HEALTH, INC.

and

1199SEIU UNITED HEALTHCARE WORKERS EAST

July 1, 2018 – June 30, 2020

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AGREEMENT, made this 1<sup>st</sup> day of July 2018 between LYNN COMMUNITY HEALTH, INC., hereinafter referred to as the "Employer," and 1199SEIU United Healthcare Workers East, with its principal offices at 310 West 43<sup>rd</sup> Street, New York, New York, 10036, hereinafter referred to as the "Union".

## ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time professional and non-professional employees employed by the Employer including psychiatric social workers, physician assistants, nurse practitioners, health educator, community service worker, nutrition assistant, licensed practical nurse, nutritionists, registered nurses, coordinator of women's health, clinical nutritionist, behavioral coordinator of UM & QI, receptionists, translator, medical records clerks, nutrition aide, WIC Program Assistant, telephone operator, appointments/collections clerk, medical lab assistant, clinical secretary, billing assistant, bookkeeper, bilingual medical assistant, voucher coordinator, administrative secretary, and medical records technician. The bargaining unit shall not include the executive director, assistant to the director, associate director, clinic manager, medical records librarian, billing supervisor, accounting supervisor, laboratory supervisor, director of mental health, director of medicine, doctors, WIC director, professional contract personnel, independent contractors, facilities manager, guards, managerial employees, and supervisors as defined in the Act.

Section 2. Any employee who is hired for a period of not more than three (3) months and who is informed at the time of hire that employment is for such a limited period, shall be deemed to be a "temporary employee" and shall be excluded from the bargaining unit covered by this Agreement. If the Employer continues to fill such a temporary position with the same or a successor employee, said employee shall be included in the bargaining unit if the position is filled for a term greater than three (3) months. This latter situation shall not apply to persons who are hired on a temporary basis to replace employees who are on any of the Leaves recognized under this Agreement. Further, the parties can mutually agree to extend the time period under which an employee can be deemed to be a "temporary employee."

Section 3. The term "full-time employee" as used in this Agreement shall mean any employee who regularly works forty (40) hours per week. The term "regular part-time employee" as used in this Agreement shall mean any employee who regularly works at least twenty (20) hours per week.

## ARTICLE 2 – PROBATIONARY PERIOD

Section 1. Bargaining unit employees shall be required to serve a probationary period of three (3) calendar months. This probationary period may be extended for a period of not more than three (3) calendar months by the Employer. If the probationary period is extended the reasons for the extension shall be put in writing on or before the

end of the initial term of the probationary period and those periods shall be placed in the employee's personnel file.

Section 2. A probationary employee may be disciplined or discharged in the sole discretion of the Employer during or at the end of the probationary period or any extension thereof and said discipline or discharge shall not be subject to the Grievance Procedure and/or Arbitration provided for in Article 14.

Section 3. The terms "full-time employee" or "regular part-time employee" as used in this Agreement, shall include probationary employees and all the terms and conditions of this Agreement shall apply to them, except where certain Articles specifically excluded coverage for Probationary Employees.

Section 4. Any employee re-entering service with the Employer after a break in service of greater than one (1) year's duration shall be treated as a new employee under Section 1 above.

### ARTICLE 3 – UNION MEMBERSHIP, AGENCY FEE

Section 1. Each present employee covered by this Agreement shall, within thirty (30) calendar days of the signing of the Agreement, either (1) acquire and maintain membership in the Union in good standing, or (2) tender to the Union a service fee equal to the periodic dues uniformly required as a condition of membership in the Union.

Section 2. Each employee covered by this Agreement shall, within thirty (30) calendar days after date of hire, as a condition of employment, either (1) acquire and maintain membership in the Union in good standing, or (2) tender to the Union a service fee equal to the periodic dues uniformly required as a condition of membership in the Union.

Section 3. Upon receipt of written notice from the Union of the failure of an employee to comply with Section 1 or 2 above, as applicable, the Employer shall separate the employee from employment for just cause.

Section 4. Prior to a new employee's first day of work, the Employer will advise him/her that the Union is the collective bargaining representative for the bargaining unit.

Section 5. When a new bargaining unit employee is hired by the Employer the name, address, job classification, date of hire and rate of pay of the employee will be given to the Union prior to the employee's first day of work. The Employer agrees to provide the Union, in electronic format and within sixty (60) days following ratification and within thirty (30) days following the end of each month thereafter, a list consisting of the following:

- Names of all bargaining unit employees
- The Employee's employee-number or Social Security Number

- The Employee's last known address
- The Employee's Classification, job title and department
- The Employee's Date of Hire
- The Employee's Weekly Dues Deduction
- The Employee's base rate of pay and scheduled hours

Section 6. The Employer will deduct, during the period of this Agreement, Union dues or equivalent service fees for each employee who submits an appropriate payroll deduction authorization in writing, specifying the amount of said deduction. Such deductions will be made in each payroll period.

Remittance of Dues and Initiation Fees shall be made payable to 1199SEIU and mailed to:

1199SEIU Dues Department  
P.O. Box 2665  
New York, NY 10108

Section 7. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such employee shall, as a condition of his or her employment, in lieu of the payment of periodic dues to the Union, pay a sum equal to such dues to a charity of his or her choice. Said sum shall not be deducted from the employee's paycheck.

Section 8. It is further understood that any employee who did not join the Union or any employee who holds conscientious objections to joining or financially supporting labor organizations requests the Union to use the grievance or arbitration procedure on his or her behalf, the Union is authorized to charge the employee for the reasonable cost of using such procedure. Prior to the inception of the grievance procedure and prior to the beginning of the arbitration procedure, the Union shall advise the grievant in writing of the reasonable costs of using such procedures. Should the costs of the grievance or arbitration procedure exceed the Union's estimate by a reasonable amount, the employee shall be thereafter liable for any such difference.

#### ARTICLE 4 – MANAGEMENT RIGHTS

Section 1. All management functions and responsibilities whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that same are expressly restricted by a specific provision of this Agreement. The management rights shall include, but not be limited to, the right: to hire, fire, suspend, discipline, layoff, transfer, promote and demote employees; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reorganize, enlarge, reduce or discontinue an agency function, position or department;

to promulgate rules and procedures relating to employment; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means and methods by which all operations of the Employer shall be carried out; to subcontract work and to take such other action as it deems necessary to maintain the goals and efficiency of the Employer's operations.

Section 2. The Employer's exercise of any management right or function in a particular manner shall not preclude the Employer from exercising same in any other manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it shall not be deemed a waiver of its rights to exercise same.

Section 3. The Employer's right to subcontract shall be limited by the following two (2) provisions: [1] the subcontracting out of bargaining unit work cannot cause the layoff of bargaining unit employees; and [2] the Employer cannot use subcontractors when bargaining unit employees in a layoff status with recall rights are available and are qualified to perform the subcontracting work.

#### ARTICLE 5 – RESPECT AND DIGNITY

The Employer and the Union shall treat each other with dignity and respect at all times. Serious violations will be subject to the grievance and arbitration process.

#### ARTICLE 6 – SAFE WORKING ENVIRONMENT

The Employer shall maintain safe and secure working conditions.

The Health Center will provide employees with escorts to the Health Center's parking lots upon request. Escorts may be on a scheduled basis.

Perceived unsafe situations will be presented to the joint Labor-Management Safety Committee. This committee shall meet regularly and be comprised of equal numbers from labor and management. Only in circumstances where this committee fails to act in a timely fashion may violations proceed through the grievance and arbitration process.

#### ARTICLE 7 – CHECK-OFF / POLITICAL ACTION FUNDS

Upon receipt of a written authorization from an Employee, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee once a month the sum specified in said authorization and remit the funds to the 1199/SEIU Massachusetts Political Action Fund, in the same manner and at the same time as the Employer shall remit dues and initiation fees under Article 3 above. This remittance shall be paid by separate check from any payments made for membership dues and shall be accompanied by a list of all Employees on whose behalf deductions are being submitted. Such list shall include, for each Employee, the following information: Institution, Employee's name, home address, social security number and amount remitted.



Remittance of Political Action Funds shall be made payable to 1199SEIU Massachusetts Political Action Fund, mailed to:

1199SEIU Political Action Fund  
P.O. Box 2665  
New York, NY 10108

#### ARTICLE 8 – WORK FARE LIMITATIONS

Community Service Placements shall in no way interfere with the filling of vacancies which had been filled by bargaining unit employees prior to the position becoming vacant. CSPs shall not be used to erode the bargaining unit.

#### ARTICLE 9 – HOURS OF WORK

Section 1. The normal work week for all full-time employees is forty (40) hours. The Psychiatric Social Worker shall be expected to work ten (10) sessions per week as part of their forty (40) hours. A session is equal to three (3) hours' time of meetings with patients or clients. Clinical productivity requirements for the Nurse Practitioner and Physician Assistant are set forth in Appendix C.

Section 2. A regularly scheduled work week will fall within the following hours: 7:30 A.M. to 8:30 P.M. Monday through Friday; 7:30 A.M. to 5:00 P.M. Saturday and Sunday. Earlier start times (before 8:00 A.M.) will coincide with earlier end times. By mutual arrangement with their supervisor, and when an earlier starting time is helpful to the department, an employee may be scheduled to start work before 7:30 A.M.

Employees hired after July 1, 2018 may be required to work a regular schedule that includes pre-8:00 A.M. start times and/or weekend shifts.

Employees hired before July 1, 2018 will only be scheduled to work before 8:00 A.M. or on weekends by mutual arrangement with their supervisor, except as follows: when a pre-8:00 A.M. starting time or weekend work is helpful to the department, the Center shall first solicit qualified volunteers, and in the absence of a volunteer, the Center shall follow seniority in assigning the work; provided, however, that if the assignment would pose an undue hardship on the affected employee, the Center may take such hardship into account including by reassigning the work to another employee.

Section 3. Holidays for which Earned Time is used and jury duty shall be considered as time worked for purposes of computing overtime.

#### Section 4.

- (a) Employees shall be allowed one-half ( $\frac{1}{2}$ ) hour for a meal break which shall be taken midway through their regularly scheduled shift. All meal periods are unpaid.
- (b) Employees shall be allowed one (1) ten (10) minute break each half-shift, which

shall be taken midway through their regularly scheduled half-shift. These break periods are considered paid time.

Section 5. Except in emergency situations, overtime must be approved in advance by the unit supervisor. When this occurs, time and a half will be paid for hours worked in excess of forty (40) hours per week, consistent with federal law.

The Center shall have the right to require employees to work reasonable overtime. When requiring an employee to work overtime, the center will take into account the needs of the employee as well as the department and the center's clients. Overtime shall be distributed on an equitable rotating basis utilizing an overtime equalization list. Such list shall be posted and visible at the start of each month in clear view of bargaining unit members.

Section 6. Meetings of the staff called by the Executive Director, directors or unit supervisors for discussion of center business shall be held during usual working hours. Employees may be required to attend such meetings even if they are not scheduled to work at such time provided adequate notice of such meetings is given. In such cases, employees shall receive a minimum of two (2) hours pay at their regular rate of pay. Full-time employees shall not be required to attend more than two (2) meetings a year which are held during times they are not regularly scheduled to work. Part-time employees shall not be required to attend more than four (4) such meetings a year. Employees will not be required to attend staff meetings when they are out on scheduled Earned Time.

Section 7. If an employee intends to be absent on a particular day, he or she must notify the supervisor at least one (1) hour prior to his or her usual start time. When an employee knows he or she is going to be late for work, he or she must notify the department supervisor or designee as soon as possible of his or her anticipated arrival time.

Section 8. If the Employer desires to change the schedule of an employee who is currently working a four (4) day/week schedule, or some other form of alternative schedule, it shall give said employee notice of its intention to change said schedule thirty (30) days prior to the intended change.

Section 9. If the Employer desires to change hours of work of any employee, it shall give said employee notice of its intent to change said hours two (2) weeks prior to the intended change.

Section 10. If the health center is open on Sunday, any employee regularly scheduled to work on Sunday may have two (2) consecutive days off each week if the employee so desires.

Section 11. If the health center opens on Sunday, the Employer shall endeavor to schedule employees on a regular basis consistent with the reasonable needs of the health center.

Recognizing that a number of existing employees (hired before July 1, 2018) may have had particular days off as a past practice, if the Employer alters the schedule of those employees the Employer shall notify said employees and shall first seek volunteers from those employees. If no employees volunteer to switch, the Employer shall change the schedules of those employees in rotation, in inverse order of seniority, provided that any employee chosen has at least three (3) months experience at the health center in that job classification.

Section 12. School-Based Health Centers. The School-Based Health Center (SBHC) pay schedule set forth in this section shall be effective September 1, 2014; provided, however, that SBHC employees, including but not limited to School-Based Health Center Nurse Practitioners, School-Based Health Center Behavioral Health Providers who work the majority of their hours in the SBHCs, office managers, and community health workers (SBHC Employees), who would otherwise be subject to the new pay schedule but who were hired by the Health Center prior to September 1, 2014, shall have the option to either work under the new pay schedule or to follow a normal Health Center yearly work schedule which includes work during summer months and school vacations. Such preference shall be exercised on a one (1)-time basis.

SBHC Employees, notwithstanding any other provision in this Article or within the Earned Time Article to the contrary, shall be employed on a year-round twelve (12) month basis and shall be paid bi-weekly over twenty-six (26) bi-weekly payments, based on two hundred sixteen (216) work days between September 1 through June 30. Salary is set at the current total (not including overtime and non-SBHC work) compensation for a September – June School Year. There shall be no gap in employee benefits coverage (health insurance, dental insurance, life insurance) related to lay-off status during summer months.

SBHC Employees shall work full-time at thirty-five (35) hours per week during the one hundred eighty (180)-day school year between September and June. Such full-time schedule shall exclude the twenty-five (25) days during the school year that constitute school vacation days and/or holidays during which Lynn Public Schools are closed, as well as the months of July and August (except for three (3) days attendance per supervisor). SBHC Employees who would otherwise be scheduled to work on these days shall receive paid time off for such days. In addition, SBHC Employees who are scheduled to work on a day on which Lynn Public Schools are closed due to weather or other unanticipated causes shall receive paid time off for that day. SBHC Employees shall also be expected to work three (3) days outside the school calendar (per supervisor). Use of Scheduled Earned Time and conferences should be scheduled during times when school is closed.

SBHC Employees shall accrue Earned Time ("ET") in accordance with Article 12, but ET will be advanced and available for use at the beginning of each school year. ET may be used during the school year, with the approval of the employee's supervisor. ET may be cashed in at the end of the school year or converted to ESL days provided that at least five (5) days remain in the employee's ET bank. ET accrual shall be capped at ten (10) days. Payout upon separation will be based on pro-rated accrual. In the event an

employee separates with a negative balance, the employee is responsible for repayment and the balance may be deducted from the employee's final pay.

SBHC Employees shall accrue five (5) days of ESL per twelve (12) months. Use of ESL shall be in accordance with the health center-wide ESL Policy, including the ESL cap.

Section 13. Clinical Hours. Full-time NP/PAs shall have thirty-two (32) scheduled clinical hours per week, except for those NP/PAs working in Urgent Care who will have thirty-four (34) scheduled clinical hours per week. Within sixty (60) days following ratification, the Parties will establish a committee that will meet and confer in regards to ensuring that the proposed additional clinical hours are clearly defined.

## ARTICLE 10 – SALARIES AND DIFFERENTIAL PAY

Section 1. The grade levels and salary scales for the Employer's job classifications, which reflect the changes set forth in Section 2, are attached hereto and made a part hereof as Appendix A and B of this Agreement.

### Section 2. Wages.

- a. "On Scale" employees: Effective July 1, 2018, each employee will move up one (1) step on the salary scale. Effective July 1, 2019, each employee will move up one (1) step on the salary scale.
- b. "Off Scale and Step 15" employees: Effective July 1, 2018, a two percent (2%) increase will be added to each employee's base pay. Effective July 1, 2019, a two percent (2%) increase will be added to each employee's base pay.

Section 3. New employees shall, in general, be placed at the START level of their respective grade. However, the Executive Director has the discretion to place a new employee on any step of the scale. The Employer recognizes the importance of consistency in placing new employees, and such discretion shall not be arbitrarily exercised. When a new employee is placed at a step higher than the START level of his/her respective grade, consideration will be given to the other employees currently in the step. The Employer will endeavor to ensure that employees are placed comparably within steps, taking into account such factors as years of experience, certifications, training, and education, to the extent such factors are necessary or relevant to the position. New employees with bilingual skills will be awarded a one (1) step increase when such skills are to be used in the position to be filled. Nutritionists with the R.D. registration will be awarded a two (2) step increase in recognition of this registration.

Section 4. Employees are expected to cover one another's work in case of absence.

Section 5. Whenever an employee performs the duties of an employee of a higher classification for two (2) days, or on a regularly scheduled basis, said employee shall

receive the higher rate. Provided, however, that the charge nurse differential in such situations shall be two dollars (\$2.00) per hour.

Section 6. All employees regularly scheduled for thirty (30) hours or more per week who are assigned to work after 5:00 p.m. shall receive a one dollar (\$1.00) per hour differential for all hours worked. All employees regularly scheduled to work for thirty (30) hours or more per week who are assigned to work on a weekend shall receive a one dollar and fifty cents (\$1.50) per hour differential for all hours worked on Saturday or Sunday.

Section 7. Maintenance employees shall receive an annual clothing allowance of one hundred fifty dollars (\$150.00).

## ARTICLE 11 – HOLIDAYS

Section 1. The Health Center will be closed on the following holidays:

|                  |               |
|------------------|---------------|
| New Year's Day   | Memorial Day  |
| Independence Day | Labor Day     |
| Thanksgiving Day | Christmas Day |

The Health Center may be open on the following holidays:

|                               |                 |
|-------------------------------|-----------------|
| Martin Luther King's Birthday | Presidents' Day |
| Patriots' Day                 | Columbus Day    |
| Veterans' Day                 |                 |

Full time employees working any holiday shall be given the choice of being paid at time-and-a-half (1½) plus eight (8) hours holiday or time-and-a-half (1½) plus additional eight hours holiday leave within thirty (30) calendar days after the holiday. Part time employees will be entitled to time-and-a-half (1½) for all hours worked in addition to pro-rated holiday pay or pro-rated time to be used within thirty (30) calendar days after the holiday. Employees regularly scheduled to work on a day that the Health Center is closed due to Holiday must apply Earned Time in order to be paid for the Holiday.

When the Health Center is open on any of the five (5) holidays listed in Section 1, priority for staffing in a particular department will be given to employees from that department utilizing seniority as a basis. Only when department staff are unavailable to work will other employees be offered the opportunity to work utilizing a rotating list on the basis of seniority.

Section 2. Regular part-time employees shall receive prorated holiday pay on the basis of the percentage their part-time hours bear to full-time employment.

Section 3. When a holiday falls during a work week and regular part-time employees lose the opportunity to work on the holiday, said employees may either [1] receive less pay for that work week or [2] work extra hours during that work week or the next work week in order to receive their regular paycheck.

Section 4. Religious holidays, other than legal holidays observed by the Employer, may be taken by a staff member provided that the time used is charged against Earned Time or, if he or she so chooses, to leave without pay, provided that such leave does not interfere with the operations of the Employer.

## ARTICLE 12 - EARNED TIME

Earned Time (ET) is an inclusive paid time-off benefit program intended for use in connection with absences due to vacation, holiday, non-work related injury or illness of five (5) days or less, personal reasons, bereavement (except as outlined in Article 13), family care, continuing education, and other needs which may require time off from work.

Employees are required to use ET for all time off, including days on which the Health Center is closed for holiday observance or other reasons. Unpaid short term absences are not permitted except in rare circumstances at the discretion of the Health Center.

Section 1. Accrual. Full-time employees shall accrue ET at the rate set forth in the Accrual Chart attached hereto as Appendix D. Regular part-time employees (over twenty (20) hours per week) shall accrue ET on a pro-rated basis. ET will continue to accrue while an employee is on leave using ET, however, ET will not accrue while an employee is on leave without pay.

Unearned ET will not be advanced, except in the following limited circumstances involving new employees and employees returning from designated FMLA leave: for the first three (3) months of new or resumed employment, an employee will be advanced ET time and allowed to carry a negative ET balance (up to sixteen (16) hours) for recognized holidays. Future ET accruals will be applied to the negative balance.

Employees may accrue up to fifty (50) days of ET. Thereafter, accrual shall cease until an employee's ET falls below this fifty (50) day cap. Notwithstanding the foregoing, the maximum accrual limit for NP/PAs shall be as described in Appendix D.

For purposes of accrual, an employee's benefit year shall be measured by the employee's anniversary date.

Section 2. Payment. ET is paid at the employee's regular rate of pay and does not include any premium or differential pay.

Section 3. Usage. ET may be taken after three (3) months of continuous service, subject to exceptions for advancement of ET as set forth in Section 1. ET usage is classified as either Scheduled or Unscheduled.

### a. Scheduled Earned Time

Anticipated uses of Earned Time shall be recorded as "Scheduled Earned Time." All Scheduled ET must be approved in writing by the employee's immediate supervisor

prior to the taking of Scheduled ET. Supervisors shall provide a prompt response to an Employee's request. Employees must provide at least fourteen (14) days' notice for Scheduled ET requests; provided, however, that for absences of one (1) full day or less where the provision of fourteen (14) days' notice is not possible, and where the Employee provides as much lesser notice as he/she is reasonably able to, the Employer may in its discretion grant the Employee's request to use Scheduled Earned Time. Anticipated situations include, for example, a doctor's appointment or school appointment scheduled by necessity on short notice.

There shall be no prescribed period for using ET in the nature of a vacation. When considering ET requests of this nature the Employer shall take into consideration the desires of the individual employees where practicable and preference will be given to senior employees in case of conflict (excluding Christmas, February and April School Vacation week schedule). If there are conflicting requests by employees for these periods, the Employer shall determine the ET schedule, taking into consideration seniority, operational needs of the Health Center, and past history of each employee's prior vacations/scheduled ET usage.

The following quarterly deadlines for the submission of vacation requests shall apply to all bargaining unit members, consistent with the current quarterly deadlines applicable to provider staff. Timely submitted requests will be approved on the basis of rotating seniority. Requests submitted after the deadline will be approved on a first-come first-served basis, with rotating seniority determining conflicting requests submitted on the same day.

|                            |               |               |               |               |
|----------------------------|---------------|---------------|---------------|---------------|
| <b>Announcement by</b>     | 10/26         | 2/1           | 4/27          | 7/27          |
| <b>Last Day to Request</b> | 2 weeks later | 2 weeks later | 2 weeks later | 2 weeks later |
| <b>Earned Time Period</b>  | Jan – March   | April – June  | July – Sept   | Oct - Dec     |

b. **Unscheduled Earned Time**

“Unscheduled Earned Time” refers to ET usage by the employee in situations where reasonable advance notice is not possible, such as with an unexpected illness, injury, or other emergency. ET use is considered Unscheduled if it is requested less than fourteen (14) days in advance or in cases when fourteen (14) days' notice is not possible (as described in subsection a above) when the employee does not receive prior approval by his/her supervisor.

The Employer reserves the right, as a condition of granting Unscheduled ET, to require satisfactory evidence of the need for unscheduled usage, including, for example, a doctor's note or other medical documentation in the event an absence due to illness or injury. After a serious illness, accident, or operation, which requires convalescence of more than three (3) weeks, the employee must present a written statement of fitness to perform his or her work assignments from the attending physician before he or she can return to work.

Any employee using Unscheduled ET without prior approval on the day before or

after a Holiday will only be entitled to use ET to cover the Holiday if the employee provides evidence satisfactory to the Health Center of the need for unscheduled usage.

The parties acknowledge that regular attendance is an essential job function and is critical to the Health Center's success. Unexcused absences or tardiness may lead to disciplinary action, up to and including discharge. The Health Center expressly reserves the right to create and enforce reasonable work rules and standards relating to attendance.

Section 4. Minimum Increments. Earned Time must be taken at a minimum of one (1) hour increments.

Section 5. Payment Upon Separation. Employees who terminate employment or retire will receive payment for all accrued, unused ET up to the annual cap.

Section 6. Cash Out. Accrued but unused ET is available for cash-out (or roll-over into ESL) biannually in January and July, provided that the employee has two (2) weeks of ET remaining in the employee's ET bank after cash-out (or roll-over). Employees must timely submit an Earned Time Payment Request Form to cash-out ET.

Section 7. Donation. Employees may request to donate ET (but not ESL) to other employees subject to the following conditions:

- a. The receiving employee must have exhausted his/her own ET bank.
- b. Donation will only be approved, in the discretion of the Employer, where there is a qualifying FMLA event or other significant health-related event or emergency.
- c. The donating employee may donate up to fifty percent (50%) of his/her accrued ET.
- d. Donation is voluntary. Employees may not pressure other employees to donate ET.
- e. Donated ET hours are not eligible for ET cash-out or payout upon termination. If the receiving employee leaves the Health Center for any reason before the donated ET is used, the remaining balance of hours will be returned (on a pro-rated basis) to the donating employees.

Section 8. Extended Sick Leave (ESL). Extended Sick Leave (ESL) is a paid time off bank intended for absence due to illness or injury, or other qualifying FMLA leave, that exceeds forty (40) consecutive scheduled working hours (or one (1) full week pro-rated).

Full-time employees shall accrue five (5) days of ESL per year (prorated for part-time employees). Notwithstanding the foregoing, the ESL annual accrual limit for NP/PAs shall be as described in Appendix D. Employees may accrue up to sixty (60) days (four hundred eighty 480) hours) of ESL, at which point ESL shall cease accruing. ESL may not be cashed-out or transferred, and is not paid out upon separation from employment.



Employees must use ET for the one (1) week period prior to ESL availability. For example, an employee who is regularly scheduled to work twenty-four (24) hours, and who is out of work for an extended absence that qualifies for ESL, must first use twenty-four (24) hours of ET before accessing ESL. If the employee has no ET available this initial week period will be unpaid.

Notwithstanding the above, employees on an approved FMLA leave need only use thirty-two (32) hours of ET (or .8 of one (1) regularly scheduled work week for part-time employees) in order to access ESL.

In the event an employee provides acceptable documentation of a chronic illness or injury, for which the employee has already used the required ET, the employee will not be required to use additional ET before accessing ESL in the event of a recurrence or relapse of the illness or injury within twelve (12) months of the date of the original illness/injury.

Section 9. Compliance with Massachusetts Earned Sick Time Law. Employees may use ET or ESL for the reasons set forth in the Massachusetts Earned Sick Time Law, M.G.L. c. 149, § 148C. Notwithstanding anything to the contrary in this Article or Agreement, an employee's first forty (40) hours of ET or ESL per benefit year are subject to the requirements of the Earned Sick Time Law. The parties acknowledge that this Article and this Agreement are intended to be consistent and compliant with the Earned Sick Time Law.

### ARTICLE 13 – BEREAVEMENT LEAVE

Section 1. Full-time employees shall be eligible for bereavement leave with pay, not to exceed three (3) days, when a death in the immediate family of the employee occurs. The "immediate family" shall be defined for purposes of this Article as husband, wife, child, brother, sister, mother, father, grandparent, grandchild, father-in-law, or mother-in-law. Regular part-time employees shall be eligible for such bereavement leave on a prorated basis.

Section 2. Employees may use Earned Time, consistent with Article 12, for additional or other bereavement leave needs, provided such leave is approved by the employee's supervisor.

### ARTICLE 14 – GRIEVANCE AND ARBITRATION

Section 1. A grievance as hereby defined is solely limited to a dispute involving the interpretation, application or compliance with the specific terms and conditions of this Agreement. All grievances shall be in writing and shall indicate which provision of the contract the grievant believes has been violated, and the date and circumstances involved in the alleged violation.

Section 2. Grievances shall be processed in the following manner:

STEP 1. Within ten (10) working days of the event which is the basis

of the grievance, or within ten (10) working days of when the employee knew or should have known about such events, the employee with or without his or her delegate shall meet with the immediate Supervisor, present the Supervisor with a written copy of the grievance and briefly discuss the matters outlined in the grievance. The Supervisor shall respond in writing within three (3) working days of the grievance presentation.

STEP 2. If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the next level of supervision within seven (7) working days of the Supervisor's Step 1 response. This Supervisor shall then meet with the Grievant and the Union Delegate within five (5) working days of the grievance submission to discuss the matter. Following that meeting, this Supervisor shall respond in writing five (5) working days after the meeting.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to the Executive Director within seven (7) working days of the Step 2 response. The Executive Director or his designee shall then meet with the Grievant's Union Representative and the Grievant, if the Grievant so desires, within ten (10) working days of the grievance submission to discuss the matter. Following that meeting the Executive Director or his designee shall respond in writing to the grievance within five (5) working days of the meeting.

Section 3. If the response given to Step 3 above does not resolve the grievance, the grievance may be submitted to arbitration within thirty (30) calendar days of the Executive Director's Step 3 response. The arbitrator shall have no power to alter, amend, add to, or delete from this agreement.

The award of an arbitrator shall be final and binding upon all parties to this agreement provided that no arbitrator shall have authority or jurisdiction to render an unlawful award. The arbitrator shall issue her/his decision within thirty (30) days. The costs and expenses of arbitration by the American Arbitration Association (AAA) shall be borne equally by both parties.

Section 4. Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled and shall constitute a denial of the grievance. If the Employer fails to respond within the allowable limits, the grievance may be submitted to the next step. By mutual agreement the parties may extend the time limits in any of the steps listed above.

Section 5. The Employer shall have the right to grieve and arbitrate any dispute which concerns the terms and conditions of this Agreement.

## ARTICLE 15 – DISCIPLINE AND DISCHARGE

Section 1. Employees covered by this Agreement may be disciplined or discharged for just cause. The Employer will give written notice to any employee who is disciplined or discharged outlining the reasons for the Employer's actions one (1) working day after the action has been taken. A copy of this notice will be mailed to the Union at the same time unless the employee requests that the Union not be given a copy of the letter. In such cases, the Union will be notified only that the employee was disciplined or discharged without any further specificity.

Section 2. The Union shall have the right within ten (10) working days after receipt of such notice to grieve the Employer's action at Step 3 of the Grievance Procedure as outlined in Article 14 of this Agreement.

## ARTICLE 16 – EMPLOYEE CONDUCT

Section 1. Employees are expected to dress and conduct themselves in an appropriate manner.

Section 2. Client information will be held in strict confidence in accordance with applicable professional ethics and as mandated under the law.

Section 3. Employees may not make policy or position statements in the name of Lynn Community Health Center without the prior approval of the Executive Director and/or his/her designee.

Section 4. No employee may accept gratuities or gifts for services rendered. Any donations, samples, etc. given to an employee are considered donations to the Health Center and will be treated accordingly. Employees who earn honoraria for work performed on non-agency time may keep said honoraria.

Section 5. The parties agree that providing quality patient care and maintaining the confidentiality of medical information are of the highest priority. Violations of medical confidentiality, or patient abuse, will lead to disciplinary action up to and including discharge, consistent with Article 15 of this Agreement.

## ARTICLE 17 – UNION DELEGATES

Section 1. The employees in the bargaining unit may select Union Delegates from among the bargaining unit employees. The Union shall furnish management with a list of union delegates.

Section 2. The authority of the Union Delegate shall be limited to and shall not exceed the following:

- (a) Investigation and presentation of grievances in accordance with the provisions of this Agreement.

(b) The transmission of messages and information which originate from the Union.

Section 3. Union delegates shall be granted reasonable leave to investigate grievances, with permission of the Executive Director or designee.

Section 4. Union delegates shall be granted unpaid leave to attend delegates training at the Union, with permission of the Executive Director or designee. The Executive Director will make every effort to grant this leave, taking into consideration the staffing needs of the delegate's department. In no event shall more than one (1) delegate from a department or more than four (4) delegates in total be permitted leave to attend to Union trainings on the same day.

Section 5. At the time of hire, new employees will be advised that the Union is their collective bargaining representative; new employees will be introduced to his/her Union delegate. Within thirty (30) days of hire, new employees will be given the opportunity to attend a Union orientation with a Union representative. Generally, such meetings shall not exceed a half (½) hour in length. To the extent the meeting occurs during normal work time, such time will be paid.

#### ARTICLE 18 – VISITATION BY UNION BUSINESS REPRESENTATIVES

Section 1. Duly authorized representatives of the Union may visit the Lynn Community Health Center to speak with employees, only after notice to and approval by the Employer's Executive Director for any such visit has been obtained. Said approval shall not be unreasonably withheld. Such visits will be restricted to the time and place so approved. Under no circumstances will there be any interference with normal work or any Union solicitation on the Employer's premises.

Section 2. Union meetings shall not be conducted on work time, except for matters related to the processing of grievances. Union meetings may be held on the Employer's premises during non-work time in non-patient care areas and subject to the availability of meeting space, provided that no meeting extend beyond 9:00 p.m. due to the need of the security to lock the building at that time.

#### ARTICLE 19 – UNION BULLETIN BOARD

Section 1. The Employer will provide the Union with bulletin board space. The exact size, type and placement of the bulletin board will be determined by the Employer. The use of that bulletin board shall be for Union business related to employees covered by this collective bargaining agreement.

Section 2. Under no circumstances shall the bulletin board be used for solicitation for any cause on behalf of any organization other than the certified unit or for the promotion of political candidates or positions.

## ARTICLE 20 – NO STRIKE/NO LOCKOUT

Section 1. The Union agrees that, during the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, cessation or interruption of work, slow-downs or sit-downs, so-called "sick-outs" or any withholding of services on account of differences between the parties hereto, differences between a party and a third party or differences between third parties, and the Employer agrees that during the term of this Agreement, it will not lock out any employees.

Section 2. The Employer shall have the right to discipline or discharge any employee or employees who urge, encourage, induce or participate in a violation of Section 1 of this Article.

Section 3. In the event of any violation of the provisions of Section 1, the Employer shall not hold the Union liable or responsible in damages therefore if the Union (a) promptly upon notification of such violations, orders all of its members to cease and desist from such violations at once; and (b) posts notices on the Union bulletin board that such violations are a breach of this Agreement and orders the violations to be ended at once.

## ARTICLE 21 – RESIGNATIONS

Section 1. Professional employees who voluntarily terminate their employment shall give the Employer at least thirty (30) days written notice of their intent to resign. Non-professional employees who voluntarily terminate their employment shall give their Employer at least ten (10) working days written notice of their intent to resign.

Section 2. Employees who resign shall be entitled to any accrued Earned Time up to the day of separation, provided, however, that employees who resign without giving the Agency the required notice as provided for in paragraph 1 of this Article, shall forfeit accrued Earned Time pay as follows:

One (1) day of accrued Earned Time for each day the employee fails to meet the notice requirement except that professional employees who fail to give at least two (2) weeks' notice of intent to terminate shall forfeit all accrued Earned Time pay and Non-professional employees who fail to give at least five (5) working days' notice of intent to terminate shall forfeit all accrued Earned Time pay.

Section 3. A termination interview will be arranged between the Executive Director or his/her designee and the resigning employee, at which an evaluation of the employee's performance will be discussed. At the employee's request, a written evaluation signed by the employee and the Executive Director or his designee will be placed in the employee's personnel file.

## ARTICLE 22 – LAYOFF AND RECALL

Section 1. Layoffs shall be by classifications. Classifications are noted under each

Grade listed in Appendix A.

Section 2. If the Employer determines that a layoff is necessary in one of the classifications, the layoff shall be effected as follows:

- Step 1. Staff working in that classification shall be listed in the decreasing order of their seniority, so that the person with the greatest Agency seniority shall be placed at the top of the list.
- Step 2. Layoffs shall occur from the bottom of the list constructed according to Step 1 above.

Section 3. Employees designated for layoff under Section 2 above may bump (1) the least senior bargaining unit employee in any classification where they have been employed by the Employer for at least three (3) months, or (2) the least senior bargaining unit employee in any classification whose duties are encompassed in the job of the employee designated for layoff.

Section 4. The bumping employee's new salary shall be at the step commensurate with years of service with the Agency in the grade level of the new position.

Section 5. In the event an employee is to be laid off under Section 2 above, said employee shall be entitled to a layoff notice four (4) weeks in advance of the date of layoff. Each employee to be laid off shall receive two (2) weeks' administrative leave with pay. The Employer, as its option, may pay four (4) weeks' administrative pay in lieu of a required layoff notice.

Section 6. The subject matter of any layoff decision or any reorganization, retrenchment or other similar restructuring decision, is within the sole discretion of the Employer, and shall not be subject to the Grievance and/or Arbitration procedure provided for in Article 14 of this Agreement.

Section 7. At the time the layoff decision is made, the Employer shall notify both the Union and the affected individuals of the layoff decision and the date the layoff is to become effective. Within ten (10) days of said notice employees must exercise their bumping rights referred to in Section 3 above. Thereafter, if a bargaining unit employee volunteers to serve as a substitute for an individual who is to be laid off, and if the individual who is to be laid off is qualified to replace the volunteer, such replacement shall become effective as soon as practicable.

Section 8. In the event of a layoff, an employee may continue to participate in the Employer's Health Plan for a period of eighteen (18) months, consistent with COBRA, or until the employee retains other health coverage, whichever is sooner, if the employee pays one hundred percent (100%) of the premium.

Section 9. Seniority shall be defined as the length of continuous service an employee has with the Employer, regardless of whether such service is part-time or full-time.

Seniority shall not be broken when an employee is on an authorized leave recognized under this Agreement.

Section 10. Any employee who is bumped or laid off shall be placed on a recall list for a period of twelve (12) months. No new bargaining unit employee shall be hired until all bargaining unit employees on the recall list have had an opportunity to be placed in their former positions. Persons in a layoff status shall be recalled in order of their seniority provided they are qualified for the vacant position. An employee shall be considered for the new position if the employee has notified the Employer in writing of his or her interest in recall and if he or she included a mailing address in said notice. Employees shall be notified that they are eligible for recall by certified mail, return receipt requested. The Union shall be notified of the recall eligibility at the same time as the employee. The employee must respond affirmatively to the Employer that he or she wishes to be considered for the vacancy within ten (10) working days of when the postal service indicates that they first attempted to contact the employee.

Section 11. Employees who are laid off shall be entitled to receive all accrued Earned Time in a lump sum payment at their current rate of pay at the time of layoff.

#### ARTICLE 23 – HEALTH AND WELFARE

Section 1. The Employer hereby agrees to continue its health and life insurance plans for all full-time employees with a co-payment of health insurance. Health Center staff will be expected to contribute to the cost of their health insurance. This co-payment will be implemented as follows:

The health insurance premium co-pay will be twenty percent (20%).

Section 2. Regular part-time employees may participate in the above-referenced health and life insurance plans on a pro-rata basis if such plans allow for part-time inclusion.

Section 3. An Employee who has access to alternative health insurance coverage may choose to drop coverage under the Employer's health insurance plan, and become eligible for a stipend, paid bi-weekly, under the following conditions:

- a. Other plan coverage must exist, and such coverage cannot be through a public program such as MassHealth or Medicare.
- b. The Employee will receive seventy-five dollars (\$75) per pay period if the dropped medical coverage was for individual-plus-one or for family coverage, and thirty-five dollars (\$35) per pay period if the dropped medical insurance was for individual coverage.
- c. The Employee must drop the Employer's insurance plan for at least twelve (12) months.
- d. The stipend is taxable and is not part of base wages.
- e. The Employee must have been enrolled in the Employer's insurance plan for at

least the previous fifteen (15) months immediately preceding the Employee dropping such plan and applying for the stipend.

- f. An Employee may drop their enrollment, or enroll, in the Employer's insurance plan at any time of the year if there is a qualifying event which permits a mid-year change in insurance plan participation.

This stipend program will be discontinued if prohibited by law.

Section 4. For the duration of this Agreement (through 6/30/2020), in order to provide some co-pay relief for Employees with a high number of office visits or prescriptions, the Employer will fund a High Utilization Pool in the annual amount of ten thousand dollars (\$10,000). Specific eligibility / access guidelines will be determined by the parties before 1/1/19, including to ensure fair and equitable distribution of funds.

Section 5. Employees on Parental Leave or on a General Leave of Absence who wish to maintain their health and life insurance at the group rate can make arrangements for monthly payments with the fiscal office. Failure to make the required payments on time will result in said employee's being dropped from the group health or life insurance program.

Section 6. The Employer shall have the exclusive administration of all the above-noted Plans.

Section 7. If at any time during this contract the Employer decides to change health and/or life insurance carriers, it may do so provided the new carrier's plan has substantially comparable benefits. When the Employer anticipates that a change in carriers is forthcoming, it shall so notify the Union, and shall meet and confer with Union representatives to engage in effects bargaining regarding the change in carriers if so requested.

Section 8. Employees may use the services of the Health Center for visits with their PCP during non-work time. The Health Center will bill the employee's insurer for such visits. Employees shall be permitted to use accrued Earned Time for time lost associated with the scheduled medical care. If costs are incurred by the Health Center as a result of such visits, i.e. laboratory fees, drugs, prescriptions, etc., the employee's insurance shall be billed for the cost of these items.

Section 9. If an employee requires emergency service that is provided by the Health Center, there will be no charge to the employee for the Health Center's services. Moreover, required physical examinations will be provided at the Health Center without charge to all employees.

Section 10. The Employer will provide an optional 403(b) plan administered by the Health Center for the wholly voluntary participation of staff.

Section 11. The Health Center will continue to provide an Employer sponsored Dental Plan. The Health Center will contribute fifty percent (50%) towards the premium costs



for an employee and the employee will pay the remaining fifty percent (50%) of the costs. Employees working twenty (20) hours or more per week are eligible for coverage and the premium contribution by the Health Center is pro-rated for employees who work between twenty (20) and thirty-nine (39) hours per week. At present this plan is through Blue Cross/Blue Shield - Dental Blue. If at any time during this contract the Employer decides to change dental carriers, it may do so provided the new carrier's plan has substantially comparable benefits. When the Employer anticipates that a change in carriers is forthcoming, it shall so notify the Union, and shall meet and confer with Union representatives to engage in effects bargaining regarding the change in carriers if so requested.

Section 12. Bargaining unit employees working at least thirty-two (32) hours per week may voluntarily participate in the disability insurance plan administered by the Center. The employee will pay the entire premium.

Section 13. Long-Term Disability. The Employer will provide a Long-Term Disability Policy for all bargaining unit members working twenty-five (25) or more hours per week (Health Center pays one hundred percent (100%)).

#### ARTICLE 24 – PREGNANCY AND CHILD REARING LEAVE

Leave under this Article and under Article 29 shall run concurrently, to the extent both leave entitlements are applicable and to the extent permitted by law.

Section 1. All full-time and regular part-time employees who have completed their initial probationary period are eligible for Child Rearing Leave. Pregnant employees who have completed their probationary period are also eligible for Pregnancy Leave.

Section 2. Pregnant employees may work as long as they are physically able to perform the usual functions of their jobs. If a pregnant employee's physician determines that such employee is unable to perform the usual functions of the employee's job, that employee's pregnancy leave shall commence. If management determines that the pregnant employee is unable to perform the usual functions of the employee's job, that employee's pregnancy leave shall commence. This prenatal disability period is not part of the employee's post-natal child rearing leave. Nothing in this Section is intended to preclude alternative reasonable accommodations or an interactive dialogue regarding same, to the extent required by law.

Section 3. If a pregnant employee desires to go on pregnancy leave status prior to the employee's physician's determination that the employee is unable to work due to pregnancy, the employee may do so. However, the number of weeks used up in this fashion shall be subtracted from the total amount of post-natal leave available.

Section 4. All employees who intend to take child rearing or pregnancy leave are expected, unless an emergency arises, to give their supervisors at least two (2) months written notice of the date they intend to depart work, when they intend to return, and whether they wish to participate in the job sharing program upon their return.

Section 5. Each employee who intends to go on child rearing leave is entitled to a maximum of six (6) months post-natal leave. If a pregnant employee begins pregnancy leave prior to a physician's determination that the employee is unable to work due to pregnancy, such pre-birth time will be subtracted from the six (6) months post-natal period.

Section 6. At the end of the post-natal period, as defined in Section 5 above, the employee is expected to return to work on the same basis (i.e., full-time or part-time) on which the employee left. However, employees may return to work on a part-time basis if the Employer was able to secure another employee to "job-share" with the employee out on child rearing leave, or if a part-time opening exists for which the employee is qualified.

Section 7. Employees returning to work on a part-time basis are eligible to bid on full-time vacancies for which they are qualified. However, employees returning under the Job Sharing Program are expected to continue under that program for at least a year.

Section 8. Employees who are on pregnancy or child rearing leave may use Earned Time/ESL. All other time used during the pregnancy or child rearing leave period will be charged to leave without pay.

Section 9. Employees on pregnancy or child rearing leave will continue to accrue Earned Time only so long as they are on a paid basis (by reason of using Earned Time).

Section 10. When an employee is on unpaid pregnancy or child rearing leave the employee may continue to participate in the health center's group health and life insurance plans. The health center will continue to pay its usual share of the health insurance premium for the first three (3) months of the employee's leave. After that, the employee will pay one hundred percent (100%) of the premium if the employee wishes to continue to participate in the health insurance plan.

Section 11. Employees returning after pregnancy or child rearing leave are entitled to the same position or a similar position, subject to the Massachusetts General Laws, Chapter 149, § 105D, paragraph 2.

Section 12. When child rearing leave is used for the care of an adopted child, it may begin when legal preparations for the adoption of the child commence, but in no case will it begin more than one (1) week before the child is received into the home.

## ARTICLE 25 – JURY DUTY/SUBPOENAS

Section 1. Employees required to serve on jury duty shall receive their straight-time hourly rate for the time lost from scheduled hours of work. Following their jury service employees are expected to return to the Agency any jury fees received.

Section 2. When an Employee is subpoenaed to appear in court as a witness in either a criminal or civil matter in which the Employee is not a party, and when such appearance

arises out of the employee's job at the Health Center, the Employee will be granted the required leave for the appearance, with no loss of pay or benefits, for all time missed as a result of the court appearance. Employees involved in such court activities are expected to report to the Employer's controller the date(s) absent and any witness fees received for said appearance.

#### ARTICLE 26 – ADMINISTRATIVE LEAVE

Section 1. Administrative leave is time off given by the Employer with pay.

Section 2. Administrative leave occurs when the Employer closes the office of the work location of a particular employee.

Section 3. Any employee out on Earned Time or not otherwise scheduled to work during the time the Agency is closed is not eligible for administrative leave.

Section 4. Administrative leave may be granted for such things as poor weather, or for conditions affecting transportation. The determination as to poor weather or when conditions affect transportation is solely within the discretion of the Employer.

#### ARTICLE 27 – MILITARY LEAVE

Full-time and regular part-time employees shall be eligible to receive up to two (2) weeks military training leave each year. During such leave period the employee will be paid the difference between what the employee receives in military pay for this period of time and the employee's regular weekly pay, provided the employee's regular weekly pay is not less than the amount received from the military. Employees shall be granted additional unpaid military leave in accordance with applicable law.

#### ARTICLE 28 – GENERAL LEAVE OF ABSENCE

Section 1. Full-time and regular part-time employees shall be eligible for a general leave of absence without pay upon the completion of one (1) year of continuous service from their date of hire.

Section 2. Employees eligible for a general leave of absence must submit to the Executive Director or his designee a written request indicating the length of the leave, the date on which it is to begin and the purpose of the leave. The Executive Director or his designee will have sole discretion to approve the leave request.

Section 3. During a general leave of absence, no benefits will be received or accrued. The employee may continue to participate in the Employer's health plan if the employee pays one hundred percent (100%) of the premium.

Section 4. Employees returning from a general leave of absence will be returned to the same or a similar position which they left.

## ARTICLE 29 – FAMILY MEDICAL LEAVE ACT

Leave under this Article and under Article 24 shall run concurrently, to the extent both leave entitlements are applicable and to the extent permitted by law. Nothing in this Article is intended to reduce or limit any rights enjoyed by employees as provided for elsewhere in this Agreement.

Section 1. Eligibility for Leave. Any employee who has been employed by the Company at least one (1) year and has worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) months preceding the commencement of a leave of absence is eligible for an FMLA leave. FMLA leave is intended to be used concurrently with leaves listed in Section 3. An eligible employee is entitled to FMLA leave for one or more of the following reasons:

- birth of a son or daughter, and care for the newborn son or daughter (entitlement expires twelve (12) months after the birth of the child);
- placement with the employee of a son or daughter for adoption or foster care (entitlement expires twelve (12) months after placement);
- care for the employee's spouse, child, or parent of the employee who has a serious health condition; or
- inability of the employee to perform the functions of his or her position due to a serious health condition of the employee.
- qualifying exigencies, including but not limited to attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings, in support of the employee's spouse, child or parent on active duty or who is called to active duty in the National Guard or Reserve; or
- care for a current service member (member of the Armed Forces, including a member of the National Guard or Reserves) who is the spouse, child, parent or next of kin of the employee and who is on the temporary disability retired list or has a serious injury or illness incurred in the line of duty on active duty for which he/she is undergoing medical treatment, recuperation, therapy or outpatient treatment.

Required Notice and Medical Certification. If the necessity for the FMLA leave is foreseeable, an employee must provide the Company with thirty (30) days' advance written notice of a request for a leave, but in any case notice is requested as soon as such notice is practicable (i.e., within one (1) or two (2) business days of when the need for leave becomes known to the employee). Further, the failure to provide the required notice may result in denial of the leave until proper and timely notice is given by the employee.

An employee requesting FMLA leave for any reason must submit a written request which sets forth [1] the reasons for the leave; [2] the anticipated start date; and

[3] the anticipated duration of the leave. Appropriate documentation may be requested to verify the reasons for the leave. Any requested leave based on a serious health condition, whether it involves the employee or a family member, must be supported by appropriate medical certification. Employees seeking leave due to a family member's serious health condition will be required to submit a completed "Certification of Health Care Provider for Family Member's Serious Health Condition" form. An employee seeking leave due to his/her own serious health condition is required to have the Company's "Certification of Health Care Provider for Employee's Serious Health Condition" form completed. The completed certification must be submitted within fifteen (15) days of the requested leave, except in unusual circumstances. Failure to provide the required medical certification may result in denial of all privileges and benefits under this policy and result in denial of re-employment upon completion of the leave.

In all cases of leave for medical reasons due to either the employee's or a family member's serious health condition, the Company reserves the right to request a second medical opinion at the Company's expense and further medical opinion, where appropriate. Periodic re-certification also may be required for requested extensions of medical leave, absences which exceed thirty (30) days, and other appropriate circumstances.

Employees seeking Qualifying Exigency Leave will be required to submit a completed "Certification of Qualifying Exigency for Military Family Leave" form.

Employees seeking Military Caregiver Leave will be required to submit a completed "Certification of Serious Injury or Illness of Covered Service member" form. In lieu of the form, the employee may provide invitational travel orders (ITOs) or invitational travel authorizations (ITAs).

Length of Leave. Employees may take up to twenty-six (26) weeks of unpaid Military Caregiver leave during a single twelve (12) month period. For all other leaves, including maternity leave, each employee may be granted an unpaid FMLA leave for a period up to twelve (12) weeks (during any twelve (12) month period), except that spouses working for the Company are limited to twelve (12) weeks of leave (or twenty-six (26) in the case of Military Caregiver leave) in total during any twelve (12) month period unless the leave is necessitated by the serious health condition of the employee or that of the employee's spouse or child. In determining eligibility for leave, a "rolling" twelve (12) month period is used, measuring backward from the date leave is requested.

Compensation and Benefits During Leave. Employees on FMLA Leave shall be required to apply any accrued Earned Time toward such leave. Once paid time is used up, FMLA leave is unpaid. Employees who are collecting workers compensation benefits during periods of FMLA Leave are not entitled to use Earned Time or any other paid time.

An employee on FMLA Leave will be retained on the Company's health plan on the same condition as active employees. Once an employee has used all accrued Earned

Time, and is in an unpaid leave status on an approved family or medical leave, the employee is responsible for submitting payment by the 10<sup>th</sup> of each month to cover the employee portion of health and dental premiums. If any premium payment is more than thirty (30) days late, coverage will be lost during the period of the leave. In circumstances where an employee is on paid leave, the appropriate deductions will be made in the same manner as the employee's regular paycheck. Arrangements for ongoing payments for all voluntary benefits, such as short-term disability insurance and additional life insurance, must be negotiated by the employee directly with the insurance carrier.

The employee will not be entitled to the accrual of seniority or earn additional employee benefits (e.g., Earned Time) during the period of unpaid leave. However, any FMLA leave will be treated as continued service for purposes of the Company's pension and other retirement plans. Employees on an approved leave shall not lose previously accrued seniority upon return from leave. During periods of leave, employees are required to report to the Company periodically regarding their status and intention to return to work.

Return from Leave. An employee returning from FMLA leave will be reinstated to the same or an equivalent position upon his or her proposed return to work date, except that the employee will not be entitled to any employment rights or benefits greater than those he or she would have had in the absence of taking such a leave. In dealing with leaves involving a serious health condition of an employee, medical certification will be required verifying an employee's ability to return to work.

Reduced Work Schedule-Intermittent Leave. In limited circumstances, an employee who is eligible for family or medical leave may be permitted to work a reduced schedule or receive periodic time off from work. In cases of a serious health condition of the employee or a family member, such leave may be permitted in circumstances when it is medically necessary, but appropriate medical certification will be required. In dealing with planned medical treatment, an employee is required to make reasonable effort to schedule the treatment so as not to unduly disrupt Agency operations, and the Company reserves the right to request rescheduling of such treatment in appropriate circumstances. Any time permitted based on a reduced work schedule or intermittent leave will be treated in the same manner as absences under the family and medical leave policy, and such absences will be applied against the leave permitted under such policy.

Other: A qualified individual with a disability could be entitled to more than the number of weeks of unpaid leave available under the FMLA as a reasonable accommodation under the ADA, provided that such leave would not impose an undue hardship on the Employer's business.

### ARTICLE 30 – FITNESS FOR DUTY

If the Employer has a good faith reason to believe that an Employee is not able to perform essential job functions due to illness or injury, then the Employer, consistent

with the Americans With Disabilities Act (ADA), may require medical evidence from the Employee's health care provider attesting to the Employee's fitness to continue or resume his/her duties without jeopardizing the health or safety of the employee, patients, or other staff. In the event there is a good faith doubt about the medical evidence provided, the Employer may request authentication or clarification from the health care provider, and/or a second opinion at the Employer's expense from a different provider satisfactory to the Employer. The Employer will compensate an Employee for a reasonable amount of time for missed work due to leave in connection with the Employee obtaining the necessary medical documentation.

### ARTICLE 31 – TRAINING AND EDUCATION

Section 1. For the purposes of this Article, "professional staff" includes RNs, NPs, PAs, and Nutritionists.

Section 2. The Health Center will reimburse professional staff for continued professional education expenses (when not reimbursable from the Training and Upgrading Fund) according to the schedule below.

| <b>Job Title</b> | <b>Reimbursement per Fiscal Year</b> |
|------------------|--------------------------------------|
| Nutritionist     | \$250                                |
| RN               | \$500                                |
| NP/PA            | \$1200                               |

Section 3. The purpose is to reimburse professional staff for their expenses directly associated with:

- a. Continued professional education required for licensure, board certification, etc.; or
- b. Learning a language relevant to patient care at LCHC.

Section 4. Professional staff members are expected to obtain advance written approval from the clinical director of their department or discipline.

Section 5. The professional staff member may apply the allocation to any actual, reasonable and necessary expenses directly associated with continued professional education or language learning, including fees, associated travel to courses, professional journals or subscriptions, text/reference books or software, and professional organization memberships.

Section 6. The Health Center will not reimburse staff members for purchase of computers, computer equipment, electronic book readers, audio/video players, non-professional publications, etc.

Section 7. Continued professional education reimbursements are made on a Health Center fiscal year (July 1- June 30) basis. All requests for reimbursement (for the preceding fiscal year) need to be submitted to the fiscal department by July 10.

Section 8. Reimbursement is prorated for part-time employees.

## ARTICLE 32 – PROFESSIONAL LICENSE AND CERTIFICATION REIMBURSEMENT

Professional License and Certification Reimbursement: The Employer will pay the Massachusetts' nursing license fees for RNs and LPNs and the CMA/CDA certification fees for Certified Medical Assistants and Certified Dental Assistants.

## ARTICLE 33 – POSTINGS FOR JOB VACANCIES

Section 1. When a vacancy occurs in any bargaining unit position and management determines that it wishes to fill said vacancy, a notice shall be posted on the Union Bulletin Board setting forth the title of the position to be filled, pay-grade level, the qualifications involved, and the hours and days of work required. The notice shall be posted for a period of seven (7) working days. If the Employer so chooses, it may advertise this vacancy to the public during this time.

Section 2. In order to apply for the posted vacancy, an employee must fill out the appropriate application form and submit the application to the Personnel Department within the prescribed time period. Employees with less than six (6) months tenure in their current position will not be considered for a posted vacancy; exceptions may be made in the discretion of management.

Section 3. Within two (2) weeks from the date the posting has been taken down the Employer shall determine whether any of the applicants are qualified to fill the posted position. If it determines that none are qualified, it shall hire for the posted position from outside the Agency.

Section 4. If two (2) or more candidates are, in management's judgment, equally qualified for the posted position, the most senior employee shall be assigned to the posted position. The Union shall be notified in writing of the results of the posted vacancy within ten (10) days.

Section 5. The Employer shall be the sole judge of qualifications provided such judgment is not exercised in an arbitrary or capricious manner.

Section 6. Employees filling a posted vacancy shall be given a three (3) month probationary period in which to demonstrate their ability to perform the requirements of the posted position. If they have not performed the job in a satisfactory manner during this trial period the employee may [1] be given a second trial period, [2] be returned to their former position if a vacancy exists there, or [3] be laid off and placed on a recall list for twelve (12) months, eligible for vacancies which arise in their previous position. The discharge of employees during or at the end of any trial period shall be subject to the Grievance and/or Arbitration procedure provided for in Article 14 of this Agreement.

Section 7. Within fifteen (15) calendar days of when an employee first begins to fill a posted vacancy, the employee may elect to return to his or her previous position at the Center. Thereafter, the employee has no automatic right to return to his or her previous position. If a vacancy occurs in said position under the provisions of Section 1



of this Article, the employee may apply for the position and will be considered for the position under the provisions of Sections 3 and 4 of this Article.

Section 8. Employees who have been selected to fill a posted vacancy shall be placed at the first step of the grade level for the posted position except where such placement shall cause the employee to receive a lower salary than he or she is currently receiving. In such cases, the employee shall be placed at the next highest step whose rate of pay is greater than the employee's current salary. Notwithstanding the preceding, when an employee voluntarily applies for and is selected to fill a posted vacancy in a lower pay grade, the employee will be placed at the step which is closest to a four percent (4%) decrease for a one (1) grade transfer or a seven percent (7%) decrease for a transfer of two (2) or more grades.

A promotion occurs when an employee has been selected for a position in a higher pay grade. Upon promotion the employee shall receive either a four percent (4%) wage increase based upon the employee's salary, or the minimum of the new grade, whichever is higher. For any promotion greater than one (1) grade, the employee shall be paid a seven percent (7%) wage increase based upon the employee's salary or the minimum of the new grade, whichever is higher.

#### ARTICLE 34 – JOB DESCRIPTIONS

Section 1. Every position within the bargaining unit shall have a job description. A job description shall be an accurate summary of the duties, responsibilities and requirements of the job, and shall include any special conditions of employment. These descriptions, however, are not part of this Agreement, and any amendments thereof shall not be subject to the Grievance and Arbitration provision of this Agreement.

Section 2. The Employer hereby agrees to advise employees of any change in their job duties, prior to the effective date of said change. The Employer will also notify the Union of said change. The Union may request a meeting to discuss the change in job duties and may negotiate with the Employer as to whether the change in job duties so significantly and so substantially changes job content that the job should be reclassified into a different grade. However, under no circumstances will the Employer be required to arbitrate the appropriate job placement of the contested position.

Section 3. When a new job classification is added to the bargaining unit, the Employer shall send a copy of the new job description and grade to the Union. The Union may request a meeting to discuss the placement of the job in the appropriate grade.

Section 4. If the Union wishes to challenge the Agency's placement of a new job classification within a certain grade level, it may do so by filing a grievance at Step 3 of the grievance procedure outlined in Article 14 of this Agreement. If the matter is not satisfactorily resolved at Step 3 the Union may request arbitration. The only issue to be determined in arbitration is whether the new classification is placed within the appropriate grade level.

Section 5. A complete set of job descriptions shall be on file with the Employer and shall be available for examination.

Section 6. On or before the first day of employment, each new employee shall be furnished with a copy of his or her job description.

#### ARTICLE 35 – EVALUATIONS/PERSONNEL FILES

Section 1. All employees shall be evaluated, in writing, by their respective supervisors at least once each year on their evaluation date. The employee shall be entitled to receive a copy of his or her evaluation and shall be entitled to append to the evaluation any comments he or she may wish to make regarding its content. These comments must be added within the two (2) week period following the employee's receipt of his or her evaluation. The evaluation, together with any appended comments by the employee, shall then become a part of the Employer's personnel record of the employee.

Section 2. Any employee shall have the right to review and receive a copy of the material in his or her personnel file subject to the following conditions:

- (a) That reasonable advance notice is given to the Executive Director of a request to see the file.
- (b) That if the employee wishes to read letters of reference, he or she must first forward a request to the authors of the letters requesting permission to see the letters.
- (c) If the author of a letter of reference fails to respond or refuses to grant permission to see the letter, said letter will not be made available to the employee.
- (d) The removal of material from the personnel file is strictly prohibited.

Section 3. The Employer agrees to send a copy of any disciplinary notice which is placed in an employee's personnel file to said employee. Failure to comply with this provision shall mean that the Employer may not use that particular material in any future disciplinary hearing involving said employee.

Section 4. The subject matter of any evaluation provided for in this Article shall not be subject to the grievance and arbitration procedures outlined in this Agreement.

#### ARTICLE 36 – MISCELLANEOUS PROVISIONS

Section 1. Employees, whose use of their own car for health center business has been approved by the Executive Director, shall be reimbursed for mileage at the IRS rate traveled on health center business. Parking fees, including parking meters, and tolls will also be reimbursed when the said employee is on health center business.

Section 2. When an employee who does not have the availability of his or her own car needs transportation to meet the requirements of his or her job assignment, he or she may charge for transportation costs provided said employee has received prior approval for such costs from his or her immediate supervisor. Requests for reimbursement of approved transportation costs should be made at the fiscal office.

Section 3. When it becomes necessary for an employee to spend the evening away from home on work-related business, accommodations and major transportation arrangements will be made for said employee by the Health Center.

Section 4. The Employer will determine the method of recording time worked by its employees. If the Employer desires to change the method of recording time, it will give both the Union and its employees thirty (30) days' notice of its intended change, and if requested to do so, it shall meet and confer with Union Representatives during this thirty (30) day period.

### ARTICLE 37 – NON-DISCRIMINATION

Neither the Employer nor the Union will discriminate against any employee in applying any of the terms of this Agreement because of race, color, religious creed, national origin, sex, sexual orientation, gender identity, age, handicap, genetic information, pregnancy, veteran status or Union activity, unless such discrimination is based upon a bona fide occupational qualification or is done pursuant to the provisions of Article 26 of this Agreement.

### ARTICLE 38 – SEPARABILITY

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive, order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

### ARTICLE 39 – SUCCESSORSHIP

In order to protect and preserve the rights of bargaining unit employees in the event of a sale, assignment, lease, merger, or transfer of the control, operation, or assets of the Health Center, the Health Center agrees that it shall continue to be responsible for the complete performance of all terms and conditions of the collective bargaining agreement ("Agreement") unless and until the purchaser, assignee, lessee, or other transferee ("purchaser") expressly acknowledges in writing by specific provision in the agreement for sale, assignment, lease, merger, or transfer that it recognizes 1199SEIU United Healthcare Workers East as the representative of the employees, is fully bound by the terms of the Agreement and assumes all existing obligations under the Agreement. The Health Center shall give the Union confirmation in writing that the purchaser has agreed to same, and shall notify the purchaser of any pending grievances, arbitrations, and unfair labor practice proceedings and will give the Union confirmation that it has given the required notification.

ARTICLE 40 – DURATION AND RENEWALS

Section 1. This Agreement shall become binding upon both parties when duly executed by the authorized officers and representatives of the Employer and the Union, and when executed shall be deemed to become effective as of July 1, 2018, and shall continue in full force and effect until June 30, 2020.

Section 2. Within thirty (30) days after receipt of such notice the parties shall enter into negotiations on the amendments desired or for the negotiation of a new contract. If the parties are unable to agree upon the proposed revisions during this period, the Agreement shall terminate on its expiration date unless the party proposing termination or modification has previously withdrawn it or unless the Agreement is extended by mutual consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 20<sup>th</sup> day of July, 2018, effective as of July 1, 2018.

LYNN COMMUNITY HEALTH, INC.

1199SEIU UNITED  
HEALTHCARE WORKERS EAST

BY: \_\_\_\_\_  
Kiame Mahaniah  
Chief Executive Officer

BY: \_\_\_\_\_  
George Gresham  
President

APPENDIX A – GRADE/POSITION/DEPARTMENT

(updated April 2017)

| <b>Grade</b> | <b>Title</b>                   | <b>Dept</b>    |
|--------------|--------------------------------|----------------|
| Grade 5      | BH Reception/Appt Clerk        | BH             |
| Grade 5      | A/R Processor                  | Billing/Fiscal |
| Grade 5      | Billing Assistant              | Billing/Fiscal |
| Grade 5      | Sr. Billing Assistant          | Billing/Fiscal |
| Grade 5      | Reception/Appt Clerk Dental    | Dental         |
| Grade 5      | Reception/Appt Enrollment      | Enroll         |
| Grade 5      | Delivery Assistant             | Facilities     |
| Grade 5      | Facilities Tech                | Facilities     |
| Grade 5      | Mail Clerk                     | Med Rec        |
| Grade 5      | Reception/Appt Clerk Optometry | Optometry      |
| Grade 5      | Call Center                    | PASS           |
| Grade 5      | Pre-Registration               | PASS           |
| Grade 5      | Reception/Appt Clerk           | PASS           |
| Grade 5      | Medical Records Clerk          | Med Rec        |
| Grade 5      | Program Assistant              | WIC            |
| Grade 5      | Program Assistant 2            | WIC            |
|              |                                |                |
| Grade 6      | Purchasing Assistant           | Adm            |
| Grade 6      | Intake Assistant               | BH             |
| Grade 6      | Accounting Clerk               | Billing/Fiscal |
| Grade 6      | Billing Denial Specialist      | Billing/Fiscal |
| Grade 6      | Dental Billing Specialist      | Billing/Fiscal |
| Grade 6      | Office Manager-Comm Prog       | Comm Prog      |
| Grade 6      | Reception/Appt Clerk 2         | PASS           |
| Grade 6      | Senior Receptionist            | PASS           |
| Grade 6      | Reception/Office Coord. STAR   | PASS           |
| Grade 6      | Nutrition Assist               | WIC            |
| Grade 6      | Nutrition Assist/Immun Coord   | WIC            |
|              |                                |                |
| Grade 6A     | Office Assistant - BH          | BH             |
| Grade 6A     | Office Assistant Dental        | Dental         |
| Grade 6A     | Office Coordinator OB          | Ob/Gyn         |
| Grade 6A     | Office Coord-Optometry         | Optometry      |
| Grade 6A     | Office Coord SBHC              | SBHC           |

| <b>Grade</b> | <b>Title</b>                     | <b>Dept</b> |
|--------------|----------------------------------|-------------|
| Grade 7      | Utilization Coord                | BH          |
| Grade 7      | Case Manager-Comm Prog           | Comm Prog   |
| Grade 7      | Community Health Counselor       | Comm Prog   |
| Grade 7      | Dental Assistant                 | Dental      |
| Grade 7      | Dental Sterilization & Lab Tec   | Dental      |
| Grade 7      | Enrollment Coordinator-Certified | Enroll      |
| Grade 7      | Lab Technician                   | Lab         |
| Grade 7      | Medical Records Senior Clerk     | Med Rec     |
| Grade 7      | Case Manager-Cambodian           | Medical     |
| Grade 7      | Case Manager-SCO                 | Medical     |
| Grade 7      | Community Health Worker          | Medical     |
| Grade 7      | Case Manager One Care            | Medical     |
| Grade 7      | Case Manager-OB                  | Ob/Gyn      |
| Grade 7      | Community Health Worker SBHC     | SBHC        |
| Grade 7      | Community Coordinator WIC        | WIC         |
| Grade 7      | Care Coordinator                 | Medical     |
| Grade 7      | Referral Navigator               | Medical     |
|              |                                  |             |
| Grade 7A     | Sr. Case Manager-Comm Prog       | Comm Prog   |
| Grade 7A     | Sr. Community Health Counselor   | Comm Prog   |
| Grade 7A     | Dental Assistant Certified       | Dental      |
| Grade 7A     | Lab Senior Phlebotomist          | Lab         |
| Grade 7A     | Dietetic Technician              | WIC         |
|              |                                  |             |
| Grade 7CA    | Clinical Assistant               | Medical     |
|              |                                  |             |
| Grade 8      | Advanced UR Coordinator          | BH          |
| Grade 8      | LCSW BH Clinician                | BH          |
| Grade 8      | CDA-Infection Control            | Dental      |
| Grade 8      | Population Health Coordinator    | Medical     |
| Grade 8      | Clinical Operations Assistant    | Medical     |
| Grade 8      | Patient Navigator                | Medical     |
| Grade 8      | Social Worker                    | Soc Svc     |
| Grade 8      | Social Worker One Care           | Soc Svc     |
| Grade 8      | Nutritionist                     | WIC         |
| Grade 8      | Nutritionist/Breastfeeding Coord | WIC         |
| Grade 8      | Nutritionist/Data Coordinator    | WIC         |
|              |                                  |             |
| Grade 9L     | BH Therapist LICSW               | BH          |

| <b>Grade</b> | <b>Title</b>                | <b>Dept</b> |
|--------------|-----------------------------|-------------|
| Grade 9LPN   | Licensed Practical Nurse    | Medical     |
|              |                             |             |
| Grade 9RN    | RN High Risk Care           | Medical     |
| Grade 9RN    | RN Primary Care             | Medical     |
| Grade 9RN    | RN Urgent Care              | Medical     |
| Grade 9RN    | RN Vaccine Program Coord    | Medical     |
|              |                             |             |
| Grade 9RN CM | RN Case Mgr HIV             | Comm Progr  |
| Grade 9RN CM | RN Case Manager             | Medical     |
| Grade 9RN CM | RN Care Manager Asthma PWTF | Medical     |
| Grade 9RN CM | RN Case Manager CCA         | Medical     |
| Grade 9RN CM | RN Case Manager Disability  | Medical     |
| Grade 9RN CM | RN Case Manager Ob/Gyn      | Medical     |
| Grade 9RN CM | RN Case Manager SCO         | Medical     |
| Grade 9RN CM | RN Case Mgr Coumadin Clinic | Medical     |
|              |                             |             |
| Grade 10     | Physician Assistant         | Medical     |
| Grade 10     | Nurse Practitioner          | Medical     |

## APPENDIX B – WAGE SCALES

UNION RATES AS OF 7/01/2017 THROUGH 6/30/2020

| GRADE         | START    | STEP 1   | STEP 2   | STEP 3   | STEP 4   | STEP 5   | STEP 6   | STEP 7   | STEP 8   | STEP 9   | STEP 10  | STEP 11  | STEP 12  | Step 13  | Step 14  | Step 15  |
|---------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| FIVE          | 14.00    | 14.28    | 14.57    | 14.86    | 15.15    | 15.46    | 15.77    | 16.08    | 16.40    | 16.73    | 17.07    | 17.41    | 17.76    | 18.11    | 18.47    | 18.84    |
|               | 29120.00 | 29702.40 | 30296.45 | 30902.38 | 31520.42 | 32150.83 | 32793.85 | 33449.73 | 34118.72 | 34801.10 | 35497.12 | 36207.06 | 36931.20 | 37669.83 | 38423.22 | 39191.69 |
| SIX           | 14.21    | 14.49    | 14.78    | 15.08    | 15.38    | 15.69    | 16.00    | 16.32    | 16.65    | 16.98    | 17.32    | 17.67    | 18.02    | 18.38    | 18.75    | 19.12    |
|               | 29556.80 | 30147.94 | 30750.89 | 31365.91 | 31993.23 | 32633.10 | 33285.76 | 33951.47 | 34630.50 | 35323.11 | 36029.57 | 36750.17 | 37485.17 | 38234.87 | 38999.57 | 39779.56 |
| Six "A"       | 15.01    | 15.31    | 15.62    | 15.93    | 16.25    | 16.57    | 16.90    | 17.24    | 17.59    | 17.94    | 18.30    | 18.66    | 19.04    | 19.42    | 19.81    | 20.20    |
|               | 31220.80 | 31845.22 | 32482.12 | 33131.76 | 33794.40 | 34470.29 | 35159.69 | 35862.89 | 36580.14 | 37311.75 | 38057.98 | 38819.14 | 39595.52 | 40387.43 | 41195.18 | 42019.09 |
| SBHC 6A       | 12.70    | 12.95    | 13.21    | 13.48    | 13.75    | 14.02    | 14.30    | 14.59    | 14.88    | 15.18    | 15.48    | 15.79    | 16.11    | 16.43    | 16.76    | 17.09    |
| 26 Pay period | 26417.60 | 26945.95 | 27484.87 | 28034.57 | 28595.26 | 29167.17 | 29750.51 | 30345.52 | 30952.43 | 31571.48 | 32202.91 | 32846.97 | 33503.91 | 34173.98 | 34857.46 | 35554.61 |
| SEVEN         | 15.49    | 15.80    | 16.12    | 16.44    | 16.77    | 17.11    | 17.45    | 17.80    | 18.15    | 18.52    | 18.89    | 19.26    | 19.65    | 20.04    | 20.44    | 20.85    |
|               | 32226.27 | 32870.80 | 33528.21 | 34198.78 | 34882.75 | 35580.41 | 36292.02 | 37017.86 | 37758.21 | 38513.38 | 39283.65 | 40069.32 | 40870.71 | 41688.12 | 42521.88 | 43372.32 |
| SEVEN "CA"    | 17.32    | 17.67    | 18.02    | 18.38    | 18.75    | 19.12    | 19.51    | 19.90    | 20.29    | 20.70    | 21.11    | 21.54    | 21.97    | 22.41    | 22.85    | 23.31    |
|               | 36025.60 | 36746.11 | 37481.03 | 38230.65 | 38995.27 | 39775.17 | 40570.68 | 41382.09 | 42209.73 | 43053.93 | 43915.01 | 44793.31 | 45689.17 | 46602.96 | 47535.01 | 48485.71 |
| SEVEN "A"     | 17.49    | 17.84    | 18.20    | 18.56    | 18.94    | 19.31    | 19.70    | 20.09    | 20.50    | 20.91    | 21.32    | 21.75    | 22.19    | 22.63    | 23.08    | 23.54    |
|               | 36385.86 | 37113.57 | 37855.84 | 38612.96 | 39385.22 | 40172.93 | 40976.38 | 41795.91 | 42631.83 | 43484.47 | 44354.16 | 45241.24 | 46146.06 | 47068.98 | 48010.36 | 48970.57 |



| GRADE        | START    | STEP 1   | STEP 2   | STEP 3   | STEP 4    | STEP 5    | STEP 6    | STEP 7    | STEP 8    | STEP 9    | STEP 10   | STEP 11   | STEP 12   | Step 13   | Step 14   | Step 15   |
|--------------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| EIGHT        | 18.33    | 18.70    | 19.07    | 19.45    | 19.84     | 20.24     | 20.64     | 21.06     | 21.48     | 21.91     | 22.35     | 22.79     | 23.25     | 23.71     | 24.19     | 24.67     |
|              | 38129.52 | 38892.11 | 39669.95 | 40463.35 | 41272.62  | 42098.07  | 42940.03  | 43798.83  | 44674.81  | 45568.31  | 46479.67  | 47409.27  | 48357.45  | 49324.60  | 50311.09  | 51317.31  |
| NINE LICSW   | 23.22    | 23.68    | 24.16    | 24.64    | 25.13     | 25.64     | 26.15     | 26.67     | 27.21     | 27.75     | 28.31     | 28.87     | 29.45     | 30.04     | 30.64     | 31.25     |
|              | 48297.60 | 49263.55 | 50248.82 | 51253.80 | 52278.88  | 53324.45  | 54390.94  | 55478.76  | 56588.34  | 57720.10  | 58874.50  | 60051.99  | 61253.03  | 62478.10  | 63727.66  | 65002.21  |
| NINE - LPN   | 23.00    | 23.46    | 23.93    | 24.41    | 24.90     | 25.39     | 25.90     | 26.42     | 26.95     | 27.49     | 28.04     | 28.60     | 29.17     | 29.75     | 30.35     | 30.95     |
|              | 47840.00 | 48796.80 | 49772.74 | 50768.19 | 51783.55  | 52819.23  | 53875.61  | 54953.12  | 56052.18  | 57173.23  | 58316.69  | 59483.03  | 60672.69  | 61886.14  | 63123.86  | 64386.34  |
| NINE- RN     | 28.59    | 29.16    | 29.75    | 30.34    | 30.95     | 31.57     | 32.20     | 32.84     | 33.50     | 34.17     | 34.85     | 35.55     | 36.26     | 36.98     | 37.72     | 38.48     |
|              | 59467.20 | 60656.54 | 61869.67 | 63107.07 | 64369.21  | 65656.59  | 66969.73  | 68309.12  | 69675.30  | 71068.81  | 72490.18  | 73939.99  | 75418.79  | 76927.16  | 78465.71  | 80035.02  |
| NINE - RN CM | 30.00    | 30.60    | 31.21    | 31.84    | 32.47     | 33.12     | 33.78     | 34.46     | 35.15     | 35.85     | 36.57     | 37.30     | 38.05     | 38.81     | 39.58     | 40.38     |
|              | 62400.00 | 63648.00 | 64920.96 | 66219.38 | 67543.77  | 68894.64  | 70272.53  | 71677.99  | 73111.55  | 74573.78  | 76065.25  | 77586.56  | 79138.29  | 80721.05  | 82335.47  | 83982.18  |
| Ten NP-PA*   | 40.87    | 43.27    | 45.68    | 47.51    | 49.41     | 51.38     | 52.41     | 53.46     | 54.53     | 55.62     | 56.73     | 57.87     | 59.02     | 60.20     | 61.41     | 62.64     |
|              | 85009.6  | \$90,002 | \$95,014 | \$98,815 | \$102,768 | \$106,878 | \$109,016 | \$111,196 | \$113,420 | \$115,688 | \$118,002 | \$120,362 | \$122,770 | \$125,225 | \$127,729 | \$130,284 |

\*New Grad with no working RN experience

\*Either New NP with RN experience or NP with 1 year

## APPENDIX C

### GRADE 10 NP/PAs

- A. The positions of Nurse Practitioner (NP) and Physician Assistant (PA) are considered salaried exempt positions pursuant to the FLSA. Accordingly, NPs and PAs are not entitled to overtime pay for hours worked over forty (40) in a week. Any provisions in the Collective Bargaining Agreement concerning entitlement to overtime pay, or whose application is otherwise limited to non-exempt employees only, including, but not limited to, the time-and-a-half (1½) provisions of Article 9, Section 5, paragraph one, shall not apply to NPs and PAs.
- B. A salaried full-time NP/PA will have thirty (32) hours of scheduled clinical hours per week, except for those NP/PAs working in Urgent Care who will have thirty-four (34) hours of scheduled clinical hours per week.
- C. Full-time equivalency, for the purposes of compensation and benefits, will be based on the regularly scheduled clinical hours per week as a percentage of thirty (32) (or thirty-four (34) for Urgent Care).
- D. If an NP/PA works additional clinical hours beyond his/her normally scheduled clinical hours (e.g., working an additional session in Urgent Care), the NP/PA will be compensated at a rate of:
  - a. Seventy dollars (\$70)/additional scheduled clinical hours for NP/PAs with less than ten (10) years clinical experience;
  - b. Seventy-five dollars (\$75)/additional scheduled clinical hour for NP/PAs with ten (10) or more years clinical experience;
  - c. Additional clinical hours must be approved in advance by the Health Center.
- E. Placements on the new Grade 10 scale will be effective July 1, 2012 for all NP/PAs, regardless of anniversary date. There will be no additional step increase on the employee's anniversary date.
- F. Anniversary dates, for purposes of seniority and benefits, remain unchanged.

Grade 10 scale shall be incorporated as follows:

| 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        | 9         | 10        | 11        | 12        |
|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|-----------|-----------|
| \$79,572 | \$82,755 | \$86,065 | \$89,507 | \$93,088 | \$94,950 | \$96,849 | \$98,786 | \$100,761 | \$102,776 | \$104,832 | \$106,929 |

APPENDIX D  
Earned Time Accrual Chart

**Union Contract 2018-2020**

For NPs and PAs, the accrual and application of ET and ESL is based on Clinical Hours only.

|                                  | <b>Years 1 – 3</b>    | <b>Years 4+</b>       |
|----------------------------------|-----------------------|-----------------------|
| <b>NP/PA (5 days CME)</b>        |                       |                       |
| ET Accrual Rate (per Clin. Hr.)  | .165 hrs.             | .1925 hrs.            |
| ESL Accrual Rate (per Clin. Hr.) | .01923 hrs.           | .01923 hrs.           |
| ET Accrual Cap (hrs.)            | 10x Weekly Clin. Hrs. | 10x Weekly Clin. Hrs. |
| ESL Accrual Cap (hrs.)           | 480                   | 480                   |

*Example:* An NP/PA with 1-3 years' experience who works 32 Clinical Hours per week will accrue 10.56 ET hours per pay period (.165 x 64 = 10.56).

*Example:* An NP/PA with 4+ years' experience who works 36 Clinical Hours per week will accrue 13.86 ET hours per pay period (.1925 x 72 = 13.86).

*Example:* An NP/PA who works 32 Clinical Hours per week is charged 8 hours of ET when taking an 8-hour day off, and is charged 32 hours of ET when taking a full week off. No ET is charged for taking administrative time off.

|                                  | <b>Employment<br/>Years 1 - 3</b> | <b>Employment<br/>Years 4 - 6</b> | <b>Employment<br/>Years 7 – 13</b> | <b>Employment<br/>Years 14 +</b> |
|----------------------------------|-----------------------------------|-----------------------------------|------------------------------------|----------------------------------|
| <b>Non-licensed (no CME/CEU)</b> |                                   |                                   |                                    |                                  |
| ET (days/year)                   | 31                                | 34                                | 39                                 | 44                               |
| ESL (days/year)                  | 5                                 | 5                                 | 5                                  | 5                                |
| Total (days/year)                | <b>36</b>                         | <b>39</b>                         | <b>44</b>                          | <b>49</b>                        |
| <i>ET Accrual/2 wks (hrs)</i>    | <i>9.5</i>                        | <i>10.5</i>                       | <i>12.0</i>                        | <i>13.5</i>                      |
| ET Accrual Cap (hrs)             | 400                               | 400                               | 400                                | 400                              |
| ESL Accrual Cap (hrs)            | 480                               | 480                               | 480                                | 480                              |
| <b>RN (3 days CME)</b>           |                                   |                                   |                                    |                                  |
| ET (days/year)                   | 34                                | 37                                | 42                                 | 47                               |
| ESL (days/year)                  | 5                                 | 5                                 | 5                                  | 5                                |
| Total (days/year)                | <b>39</b>                         | <b>42</b>                         | <b>47</b>                          | <b>52</b>                        |
| <i>ET Accrual/2 wks (hrs)</i>    | <i>10.5</i>                       | <i>11.4</i>                       | <i>12.9</i>                        | <i>14.5</i>                      |
| ET Accrual Cap (hrs)             | 400                               | 400                               | 400                                | 400                              |
| ESL Accrual Cap (hrs)            | 480                               | 480                               | 480                                | 480                              |

**LICSW (5 days  
CME)**

|                               |             |             |             |             |
|-------------------------------|-------------|-------------|-------------|-------------|
| ET (days/year)                | 39          | 41          | 44          | 49          |
| ESL (days/year)               | 5           | 5           | 5           | 5           |
| Total (days/year)             | <b>44</b>   | <b>46</b>   | <b>49</b>   | <b>54</b>   |
| <i>ET Accrual/2 wks (hrs)</i> | <i>12.0</i> | <i>12.6</i> | <i>13.5</i> | <i>15.1</i> |
| ET Accrual Cap (hrs)          | 400         | 400         | 400         | 400         |
| ESL Accrual Cap (hrs)         | 480         | 480         | 480         | 480         |

## **School Based Health Center Medical Staff Time Off Policy**

SBHC Medical Staff who are represented by the Bargaining Unit accrue five (5) ET days, five (5) ESL days and fifty-two (52) Summer ET days over twenty-six (26) pay periods.

Full-time attendance is required during the September – June school year (one hundred eighty (180) days). All vacations and conferences should be scheduled during times when schools are closed.

One (1) additional day of Earned Time (ET) will be accrued by an employee having seven (7) years of service (total of six (6) ET days) and one (1) additional day of ET will be accrued by an employee having fourteen years of service (total of seven (7) ET days).

An additional exception for applying Extended Sick Leave (ESL): an SBHC Bargaining Unit member is only required to use two (2) days of ET before using ESL if the ET usage was in connection with the employee's own injury or illness (non-FMLA).

### **Paid Time Off and Accrual Rates:**

#### **SBHC Admin**

25+ Days of School Vacations and Holidays per school year, per Lynn School Department schedule and any days when the Lynn Public Schools are closed because of weather, early release days or other causes.

This time is not accrual based.

#### **Earned Time (ET)**

Five (5) days of ET accrued over twenty-two (22) pay periods (prorated for part-time)

1.82 accrued hours for every 80 hours worked  
22 pay periods x 1.82 hours = 40 hours  
5 days off x 8 hours = 40 hours

ET hours may be used during the school year, with approval of supervisor, for unavoidable absences.

ET hours may be cashed in at the end of the school year or converted to ESL days, provided that at least 5 days remain in the ET bank.

ET accrual cap = 80 hours.

#### **Extended Sick Leave (ESL)**

5 days of ESL accrued over 12 months (prorated for part-time)

1.54 accrued hours for every 80 hours worked  
26 pay periods x 1.54 hours = 40 hours

5 days off x 8 hours = 40 hours

ESL time must be used in accordance with the health center wide ESL policy and may not be cashed in. One exception is that SBHC Bargaining Unit members are only required to use one day of ET before using ESL when on an approved FMLA leave.

ESL accrual cap = 480 hours

### **Summer ET Hours (SUMMR)**

52 days of Summer ET accrued over 12 months (prorated for part-time)

16 accrued hours for every 80 hours worked

26 pay periods x 16 hours = 416 hours

52 days off x 8 hours = 416 hours

Accrued Summer ET hours may only be used during the summertime when schools are in recess (late June through early September typically.) They cannot be used during the school year for any reason, including FMLA.

Summer ET hours may not be cashed in, but they are payable upon termination of employment.

\*Please note that since these hours are accrued, employees who only work a partial school year will not earn enough time to be paid the entire summer.

SIDE LETTER OF AGREEMENT

MISCELLANEOUS

1. Administrative Closings:

The Health Center has traditionally used administrative closings for weather emergencies and early closings related to holidays (e.g., closing early on Christmas Eve). This practice will continue.

2. On-Call Coverage:

Beginning November 1, 1997, the Health Center will not require employees to be on-call for Saturday session coverage. The Health Center will develop a voluntary on-call system for Saturdays.

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

\_\_\_\_\_  
Lynn Community Health Center

\_\_\_\_\_  
1199SEIU United Healthcare  
Workers East

[Signatures on file in the Contracts Department of 1199SEIU]

## SIDE LETTER OF AGREEMENT BETWEEN LYNN COMMUNITY HEALTH CENTER AND THE UNION

This Side Letter of Agreement is the product of collective bargaining between the Lynn Community Health Center (“the Employer”) and 1199SEIU United Healthcare Workers East (“the Union”), and it supplements the collective bargaining agreement. The Employer and the Union hereby agree as follows:

1. The Employer and the Union agree that the following chart describes all of the approved trainings available to all employees within the designated job classification that, if attained by an employee, would result in the designated step increase on the wage scale in the appropriate pay grade:

| <b>Position</b>       | <b>Grade</b> | <b>Approved Trainings Available to All Staff Within Job Classification</b>  | <b># of Steps</b> | <b>Additional Job Duties Available on Limited Basis Within Job Classification</b>                                 | <b># of Steps</b> |
|-----------------------|--------------|---|-------------------|---|-------------------|
| Billing Assistant     | 4            | Medical Terminology (College Level)<br>ICD9 Coding (College Level)  | 1<br>1            | N/A   |                   |
| Sr. Billing Assistant | 5            | Medical Terminology (College Level)<br>ICD9 Coding (College Level)  | 1<br>1            | N/A   |                   |
| WIC Program Assistant | 4            |   |                   | Immunization Coordinator  | 1                 |
| Nutrition Assistants  | 6            | Mass. Nutrition Assistant Training(CPAII)<br>Lactation Counselor Certification (LCC)<br>Intern'l Brd Cert'd Lact. Consult (IBCLC) | 1<br>1<br>1       | Immunization Coordinator<br>Breastfeeding Coordinator<br>Peer Counselor Coordinator<br>Site Coordinator           | 1<br>1<br>1<br>1  |
| SBHC Office Manager   | 6            | Family Planning<br>HIV Basic Fundamentals<br>Training to Administer Prescribed Meds   | 1<br>1<br>1       |   |                   |
| Community Coord.      | 7            | Comprehensive Outreach Education Certificate Program  | 1                 |   |                   |
| Clinical Assistant    | 7CA          | Family Planning – ABCD Course<br>HIV Fundamentals Plus HIV Couns<br>Massachusetts Medical Assistant Certification                 | 1<br>2<br>1       | POC (Urine Dip & Rapid Strep) Controls<br>Training to Assist Specialists<br>Lead Clinical Assistant<br>Phlebotomy | 1<br>1<br>1<br>1  |



| <b>Positions</b>    | <b>Grade</b> | <b>Approved Trainings Available to All Staff Within Job Classification</b>   | <b># of Steps</b>                                     | <b>Additional Job Duties Available on Limited Basis Within Job Classification</b>  | <b># of Steps</b>     |
|---------------------|--------------|--|---|--|-----------------------|
| Dietetic Technician | 7A           | Dietetic Technician Registration<br>Intern'l Brd Cert'd Lact. Consult (IBCLC)<br>Lactation Counselor Certification (CLC)<br>Boston Univ. Maternal & Child Health Cert<br>Related Master's Degree (Nutri, Public Health)<br>Certified Diabetes Educator (CDE)<br>Brd Cert. Spec in Pedi Nutri or Renal Nutr.<br>Related Certificate Programs**<br>Health Educator Certification**   | 1<br>1<br>1<br>1<br>1<br>2<br>1<br>1<br>1<br>1        | Data Quality Specialist<br>Breastfeeding Coordinator<br>Peer Counselor Coordinator<br>Site Coordinator<br>Immunization Coordinator | 1<br>1<br>1<br>1<br>1 |
|                     |              | **Requires advance approval  |   |  |                       |
| Nutritionists       | 8            | Licensed Dietitian (LD)<br>Lactation Counselor Certification (CLC)<br>Intern'l Brd Cert'd Lact. Consult. (IBCLC)<br>Boston Univ. Maternal & Child Health Cert<br>Registered Dietitian (RD)<br>Related Master's Degree (Nutri, Public Health)<br>Certified Diabetes Educator (CDE)<br>Brd Cert. Spec in Pedi Nutri or Renal Nutr.<br>Related Certificate Programs**<br>Health Educator Certification**<br>*No more than 3 steps total for both Master's and RD<br>**Requires advance approval | 1<br>1<br>1<br>1<br>2*<br>2*<br>1<br>1<br>1<br>1<br>1 | Data Quality Specialist<br>Breastfeeding Coordinator<br>Peer Counselor Coordinator<br>Site Coordinator<br>Immunization Coordinator | 1<br>1<br>1<br>1<br>1 |

| <b>Positions</b>     | <b>Grade</b> | <b>Approved Trainings Available to All Staff Within Job Classification</b> | <b># of Steps</b> | <b>Additional Job Duties Available on Limited Basis Within Job Classification</b> | <b># of Steps</b> |
|----------------------|--------------|--|-------------------|---|-------------------|
| Social Worker        | 8            | Massachusetts Licensed Social Worker (LSW)                                 | 2                 |   |                   |
| All LCHC Union Staff | All Grades   | Medical Interpreter Training Certificate                                   | 1                 |   |                   |

2. Other equivalent trainings may be considered but must be approved by the Deputy Director and negotiated with the Union, before training begins. This Agreement constitutes the entire agreement between the parties regarding the matters stated herein.

If any of the approved trainings within the job classifications have been reflected in an updated job description, and a pay rate change has occurred, staff in said Grade or position is not eligible for Step increase.

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_ Date

*(Signatures on file at the office of 1199SEIU)*

SIDE LETTER OF AGREEMENT BETWEEN LYNN COMMUNITY HEALTH CENTER AND  
THE UNION

1199SEIU TRAINING & UPGRADING FUND

The Health Center and the Union are committed to providing the best care we can. To this end, the parties agree to:

Within sixty (60) days of ratification of this Agreement, the parties will establish a joint labor management committee composed of an equal number of management and union members, to expand education, training and career ladder advancement within the Health Center. The parties may utilize the existing labor management committee for this purpose. The committee will:

- a. Identify hard to fill positions and potential career paths necessary to fill positions.
- b. Develop clearly defined and accessible career ladder programs within patient care, administrative and technical areas of the Health Center.
- c. Develop and disseminate information regarding career paths at the Health Center and educational requirements needed for advancement by occupation.

Commencing in May 2007, the Health Center shall contribute an amount equal to one half percent (0.5%) of the gross payroll of bargaining unit employees, excluding per diem payroll and that of staff in their probationary periods, to the 1199SEIU Hospital League Training and Upgrading Fund (the "Training Fund"). Effective July 1, 2017, the Health Center contribution shall increase to 0.65% of the gross payroll of bargaining unit employees.

Contributions so received by the trustees of the Training Fund ("Trustees") shall be used to study Employer manpower needs, including shortages in entry level jobs, upgraded positions and credential jobs; to develop career ladders and to subsidize employees in training, and when necessary, the costs of training in areas of manpower shortages.

The Trustees of the Training Fund, or their designees, in addition to monies received from Employers, shall attempt to secure additional funds as may be available from public or private sources. In addition, the Trustees of the Training Fund or their designees shall seek community cooperation in such programs. The Employer and Union will work together to build partnerships with area educational institutions.

SIDE LETTER OF AGREEMENT LYNN COMMUNITY HEALTH CENTER AND THE UNION

LANGUAGE SUBCOMMITTEE

The parties agree to review and clarify current contract language. The committee is not meant to create ongoing bargaining between the parties.

SIDE LETTER OF AGREEMENT

SAFETY OFFICER

The Health Center agrees to establish a Safety Officer Position, with responsibilities including responding to safety concerns and creating and implementing a Health Center Security Plan by the end of January 2015.

Facilities Techs who voluntarily agree to assist the Safety Officer by performing safety related duties (e.g., de-escalation, escorting co-workers to and from parking lots) will receive proper training, an increase from Grade 5 to Grade 6, and will be given a job description that reflects the new responsibilities.

The parties will address ongoing safety concerns as part of Safety Committee meetings.

\_\_\_\_\_  
Lynn Community Health Center

\_\_\_\_\_  
1199SEIU United Healthcare  
Workers East

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

[Signatures on file in the Contracts Department of 1199SEIU]

## **Memorandum of Understanding #1 – Personnel Files**

This Memorandum of Understanding is the product of collective bargaining between the Lynn Community Health Center (“the Employer”) and 1199SEIU United Healthcare Workers East (“the Union”), and it supplements the collective bargaining agreement. The Employer and the Union hereby agree as follows:

If an Employee has received no discipline for an eighteen (18) month period, the Employee may request that the Health Center remove any prior notices of discipline from his/her file. Such request should be in writing. Removal will be in the discretion of the Health Center, based on such equitable factors as the seriousness of the prior offense(s), the number of prior offenses, whether there is a pattern of prior disciplinary infractions, the length of service of the Employee, the Employee’s employment history, and whether or not other prior requests for expungement had been made by the Employee.

## **Memorandum of Understanding #2 – Humanitarian Aid Leave**

This Memorandum of Understanding is the product of collective bargaining between the Lynn Community Health Center (“the Employer”) and 1199SEIU United Healthcare Workers East (“the Union”), and it supplements the collective bargaining agreement. The Employer and the Union hereby agree as follows:

An Employee may request an unpaid leave of absence for the purpose of providing humanitarian aid, for example to work on a temporary basis with a governmental or non-governmental agency providing assistance or other relief in response to a humanitarian crisis. Approval of such leave is at the discretion of the Health Center, based on such considerations as the nature and length of the proposed engagement, operational and staffing requirements of the Health Center and of the Employee’s Department, as well as the Employee’s employment history, discipline/attendance record for the preceding twelve (12) months, and length of service. The Health Center’s discretion in granting or denying leave shall not be exercised in an arbitrary or capricious manner. If leave is granted, it will be unpaid except to the extent the Employee applies any applicable accrued benefit time to the leave.

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