AGREEMENT

BETWEEN

GENERATIONS FAMILY HEALTH CENTER, INC.

AND

NEW ENGLAND HEALTH CARE EMPLOYEES UNION DISTRICT 1199, SEIU

EFFECTIVE DATES:

January 17, 2024 through January 16, 2027

TABLE OF CONTENTS

PREAMBLE 1
ARTICLE 1 - RECOGNITION AND DEFINITIONS 1
ARTICLE 2 - UNION SECURITY 2
ARTICLE 3 - CHECK-OFF 3
ARTICLE 4 - NO DISCRIMINATION 6
ARTICLE 5 - UNION RIGHTS 6
ARTICLE 6 - JOB DESCRIPTIONS 8
ARTICLE 7 - PROBATIONARY EMPLOYEES 9
ARTICLE 8 - SENIORITY, PROMOTIONS AND TRANSFERS 10
ARTICLE 9 - ASSIGNMENTS 15
ARTICLE 10 - HOURS AND OVERTIME 15
ARTICLE 11 – COMPETENCY ASSESSMENT 16
ARTICLE 12 - WAGES 17
ARTICLE 13 - HOLIDAYS 22
ARTICLE 14 - PAID TIME OFF 23
ARTICLE 15 - SICK LEAVE 26
ARTICLE 16 - PAID LEAVE 26
ARTICLE 17 – LEAVES OF ABSENCE 27
ARTICLE 18 - INSURANCE 32
ARTICLE 19 - ANNUITY – RETIREMENT 403(b) 34
ARTICLE 20 - DISCHARGE AND PENALTIES 35
ARTICLE 21 - PERSONNEL RECORDS 37
ARTICLE 22 - GRIEVANCE PROCEDURE 37
ARTICLE 23 - ARBITRATION 39
ARTICLE 24 - NO STRIKE 40
ARTICLE 26 - MANAGEMENT RIGHTS 41
ARTICLE 27 - MUTUAL RESPECT AND DIGNITY 42
ARTICLE 28 - WORKERS' RIGHTS AND SAFETY 42
ARTICLE 29 - EFFECT OF LEGISLATION - SEPARABILITY 43
ARTICLE 30 - MISCELLANEOUS 43
ARTICLE 31 - EDUCATION EXPENSE REIMBURSEMENT 44
ARTICLE 32 - DURATION 44
APPENDIX A – New Hire Rate Scale 45
EXHIBIT A - CHECK-OFF AUTHORIZATION 46
EXHIBIT B - POLITICAL ACTION CHECK-OFF CARD 47

PREAMBLE

AGREEMENT made and entered into as of January 17, 2024, by and between Generations Family Health Center, Inc., located at 40 Mansfield Avenue, Willimantic, CT, a Connecticut corporation, hereinafter referred to as Generations, the Employer or the Agency, and New England Health Care Employees Union, District 1199, SEIU, with its offices at 77 Huyshope Avenue, Hartford, Connecticut 06106, hereinafter referred to as the Union.

WHEREAS, the purpose of this Agreement is to promote harmonious relations between the Employer and its Employees, to secure efficient operations and to establish standards of wages, hours, and other working conditions for Employees with the collective bargaining unit; and

WHEREAS, the service of the Employer and its Employees is to provide health services to people in need of such services and said services are vital to the wellbeing of those people and the towns in which they live; and,

WHEREAS, the Employer, its Employees, and the Union agree that their primary obligation is to serve the needs of such clients without interruption and without discord;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereunto agree as follows:

ARTICLE 1 - RECOGNITION AND DEFINITIONS

Section A. The Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full and part-time paraprofessional and clerical Employees, excluding professional and managerial Employees and all others excluded by applicable statutes and short term substitutes and temporary Employees, defined as those hired to fill in for

Employees who are absent, on leave or on personal time off, or who are hired for special projects of less than six (6) months duration, and all Employees of delegate agencies.

Section B. The words "Employee" and "Employees" as used hereafter in this Agreement refers only to such persons as are within the bargaining unit described herein.

Section C. At the time a new Employee subject to this Agreement is hired, the Employer shall deliver to said Employee a written notice that the Employer recognizes and is in contractual relations with the Union and quoting or paraphrasing the provisions of Article 2 of this Agreement.

Section D. It is understood that this Agreement shall apply to Employees at any program under the Employer's principal direction and control, both to those currently operating and also to those that the Employer may establish in the future.

Section E. This Agreement shall be binding upon the parties, their successors or assigns.

ARTICLE 2 - UNION SECURITY

Section A. Subject to the Letter of Understanding attached hereto and made a part hereof, all Employees on the active payroll as of the date of this Agreement, who are members of the Union, shall maintain, for the duration of this Agreement, their membership in the Union in good standing as a condition of continued employment.

Section B. By the 31st day after the date of this Agreement, all Employees hired on or before the date of this Agreement who are not members of the Union, shall choose, as a condition of continued employment, either to become members of the Union and to remain so for the life of this Agreement, or, for the life of this Agreement, to pay to the Union, in lieu of membership, an agency fee not to exceed regular Union dues.

Section C. All Employees hired after the date of this Agreement shall, by the 31st day after their employment, become members of the Union and shall maintain such

membership in good standing for the duration of this Agreement as a condition of continued employment.

Section D. For the purposes of this Article, an Employee shall be considered a member of the Union in good standing if they tender the periodic dues and initiation fees uniformly required as a condition of membership.

Section E. An Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting a discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered, provided that the Union, in seeking such termination, has complied with its obligations as mandated by the National Labor Relations Act, as amended.

Section F. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under this Article.

ARTICLE 3 - CHECK-OFF

Section A. Upon notification from the Union of an Employee's authorization for dues and initiation fee check-off, in the form annexed hereto as Exhibit A, the Employer shall deduct Union dues and initiation fee(s) from the Employee's check bi-weekly, starting no earlier than thirty (30) days after an Employee is hired. The amount of the dues and initiation fee is set by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the date of hire. The deducted amounts shall be forwarded to the New England Health Care Employees Union, District 1199, SEIU each month along with the bargaining unit information listed in Section H. The Employer agrees to electronic dues filing and information sharing via CITRIX reporting.

Section B. The Employer shall be relieved from making such "Check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) written revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions, except that deductions for terminated Employees shall be governed by Paragraph A hereof. This provision, however, shall not relieve any Employee of the obligation to make the Union dues and initiation payment pursuant to the Union constitution in order to remain in good standing.

Section C. The Employer shall not be obliged to make Union dues deductions of any kind from any Employee who, during any month involved, shall have failed to receive sufficient wages to equal the dues deductions. If a member is on vacation the week dues or political action are to be deducted, the deduction should occur the week before unless that week is in a different month, in which case the deduction should occur the week after the vacation week.

Section D. Each month, the Employer shall remit to the Union all deductions for Union dues and/or initiation fees made from wages of Employees for the preceding month, together with a list of all Employees from whom agency fees, Union dues and/or initiation fees have been deducted, as per Section H, Paragraph 1.

Section E. All Union or agency fees deducted from the Employees' paychecks must be forwarded to the Union by the 20th (20) day of each month following the deductions, together with the information in Section H, Paragraph I.

Section F. Upon notification from the Union of an Employee's authorization for PAC, the Employer shall, pursuant to such authorization, deduct from the wages due said Employee each pay period, the sum specified in said authorization and remit same to the New England Health Care Employees Union, District 1199, Political Action Committee,

77 Huyshope Avenue, Hartford, CT, 06106. Such authorization may be revoked by written request to the Union. The Union agrees to indemnity and hold harmless the Employer in matters arising out of the Employer's compliance with this provision.

Section G. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section H. Monthly Dues Reports from the Employer to the Union.

1. Each month the Agency will submit bargaining unit information in the format of an excel spreadsheet to the Union via a secure upload site to be provided by the Union. The spreadsheet will contain the following information for all bargaining unit members: last name, first name, middle initial, hire date, rate of pay, total hours worked in the reporting period, dues paid, initiation fee, PAC paid, employment status, job hours, Employee ID, job title, shift, worksite, home address, home phone and cell phone. If dues were not deducted for a member, an explanation should appear in place of the deduction, i.e. New Hire, L.O.A., termination, no record of dues authorization, etc.

2. In addition, each month the Employer shall submit a separate electronic list to the Union and to the Union delegates of the names of all Employees who in the preceding month were hired, went out on a leave of absence, returned from a leave of absence back to work at Generations, or ended their employment with the Employer, including the manner in which they left employment, i.e. resignation, termination, retirement, effective dates, etc.

3. Monthly dues and the monthly reports shall be delivered to the Union by the 20th day of the following month. If they are not, an interest charge of 1.5% of the dues total for that month will accrue each month until the delinquency is cured.

ARTICLE 4 - NO DISCRIMINATION

Section A. Neither the Employer nor the Union shall discriminate against or in favor of any Employee because of race, color, creed, age, sex, marital status, national origin, ancestry, physical or mental disability, sexual orientation, history of mental disorder, learning disability, genetic information, union activity, or political belief or activity. The parties further agree in all aspects to follow all State and Federal Laws regarding the prohibition of discriminatory employment practices.

Section B. Both parties agree that the above sections shall not preclude them from working jointly to implement positive and aggressive affirmative action programs and to ensure equal opportunity in the application of this Agreement.

ARTICLE 5 - UNION RIGHTS

Section A. Upon reasonable advance notice to the Director of Human Resources, union staff representatives shall have reasonable access to the Employer for the purpose of conferring with the Employer, delegates of the Union, and/or Employees, for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter a department of the Employer for this purpose, they shall first advise the Director of Human Resources or the Human Resources Manager. The Union will notify the Director of Human Resources of the names of any staff representatives, other than those normally assigned to the Employer, who may be visiting the Employer.

Section B. Such visits shall not reasonably interfere with the operation of the Employer.

Section C. Delegates will notify their immediate supervisor(s) when they desire to leave their work assignments to properly and expeditiously carry out their duties in connection with this Agreement. When notifying their supervisor(s) they are conducting Union business, the delegate will state the name of the Employee involved, the Employee's location, indicating what type of Union business is to be discussed, and the approximate time needed. Delegates will be provided reasonable opportunity to discharge their duties, without loss of pay, provided doing so does not interfere with the operations of the Employer. The Union agrees to provide the Employer with a list of the names of properly elected delegates and also to provide the Director of Human Resources with a list of the names of properly elected delegates and to immediately notify the Director of Human Resources of any changes.

Section D. Such visits shall not unreasonably interfere with the operation of the Employer. A supervisor may request postponement of a visit if patient/client care needs require. The Employer will bring any problem that arises under this section to the Union's attention, and the Union will cooperate in attempting to resolve such problems.

Section E. The Employer shall provide bulletin board space at all sites where bargaining unit Employees work in a place that is readily accessible to workers in the course of employment. All bulletin boards shall be used for the exclusive purpose of posting proper union notices.

Section F. The Employer agrees to provide the Union, upon request to the Director of Human Resources and adequate notice, access to all readily available materials and information necessary for the Union to fulfill its responsibility to administer this Agreement and represent its membership. The Union shall reimburse the Employer for the expense and time spent for duplicating information and otherwise as permitted under the State Freedom of Information Law.

Section G. The Employer will allow an Employee elected to the Executive Board of the Union time off to attend biweekly Executive Board meetings. This time shall not be greater than one day per month.

Section H. The Employer will schedule a maximum of 30 minutes, in conjunction with the new employee orientation, for a Union Delegate or designee, without loss of pay to meet with new hires, without management present, for the purpose of orienting new hires to the Union, prior to being released to their site. This time shall be scheduled as part of the new employee orientation, at a date and time shared with the Union Delegates and Organizer via email in advance of the new hire orientation.

Section I. The Employer will grant a total of ninety-six (96) hours per calendar year for delegate training or other legitimate union business. Request for time off under this Section shall be made in writing to the Director of Human Resources at least two (2) weeks in advance. The notice shall contain the number of hours to be utilized and shall be subject to patient/client care needs; requests shall not be unreasonably denied.

ARTICLE 6 - JOB DESCRIPTIONS

Section A. If the Employer either establishes a new job classification, fills an existing job classification not covered by the wage provisions of this Agreement or substantially modifies a job classification currently covered by the wage provisions of this Agreement, the Employer will negotiate with the Union over the rate of pay applicable to such job classification. Said rate of pay shall be consistent with and comparable to rates of pay for existing job classifications. Nothing herein shall prohibit the Employer from establishing or filling such job classifications or from implementing such additions or modifications pending negotiations with the Union. Before implementation of any job combination or substantial modification of an existing job description, the Employer shall give the Union and the Employees impacted by the changes at least fifteen (15) calendar days prior notice.

Section B. If the Union and the Employer fail to agree on an appropriate wage, the matter may be brought to arbitration in accordance with the provisions of Article 23 of this Agreement, provided however that any decision by the Arbitrator shall be based upon the following criteria only:

1. The Employer's ability to pay; and

2. Comparability and consistency with existing job classifications within the Employer which require comparable skills and qualifications.

The rate of pay awarded by the Arbitrator shall be retroactive to the date the position was filled or the changes implemented.

ARTICLE 7 - PROBATIONARY EMPLOYEES

Section A. Probationary Periods: The probation period for a newly hired Employee in the 1199 bargaining unit shall be for a period of one hundred twenty (120) calendar days from the date of employment, excluding time lost for sickness and other leaves of absence.

Section B. All newly hired Employees shall receive a copy of the Employee's job description at the time of hire.

Section C. The Employer, in its discretion, may extend the probationary period of an Employee by up to an additional ninety (90) days. If an Employee's probationary period is extended because of the Employer's belief that an improvement in job performance is needed, the Employee's immediate supervisor shall meet with the Employee to discuss the situation and shall set forth in writing both the perceived shortcomings and suggestions for improvement. The Employee will receive a copy of these expectations.

Section D. During or at the end of the probationary period, the Employer may discharge any such Employee at will and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

Section E. If a temporary Employee who has worked at least ninety (90) days is hired as a regular Employee in the position, the Employer will credit the temporary Employee with one-half (½) of the time worked, to a maximum of sixty (60) days, toward the probationary period.

ARTICLE 8 - SENIORITY, PROMOTIONS AND TRANSFERS

Section A. Definition: Seniority shall be defined as the length of time an Employee has been continuously employed in any capacity by the Employer.

Section B. Accrual and Loss:

1. An Employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the most recent date of hire with the Employer.

2. Seniority shall accrue during continuous authorized leave of absence without pay for up to six (6) months, providing that the Employee returns to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed six (6) months if the Employee is recalled into employment; and during a sick leave of up to six (6) months.

3. An Employee's seniority shall be lost and the Employee shall be deemed to be terminated when:

a. Employee terminates voluntarily. However, an Employee who terminates voluntarily and is rehired by the Employer within twelve (12) months shall have

their seniority up to the break in service restored only for the purposes of future layoff selection.

b. Is discharged for cause;

c. Willfully exceeds an official leave of absence;

d. Fails to return to work on a recall from layoff in the same pay grade, within two (2) weeks after the Employer has sent notice to the Employee to return by letter or telegram mail, certified mail, email, telephone call, and any other form of communication to the last address furnished to the Employer unless a longer time to return is agreed upon by the Employer and the Employee.

e. Is laid off for a period in excess of twelve (12) months.

4. Seniority Credit – (effective 01/17/2024): Credit for seniority up to a break in service shall be restored to an Employee who is re-employed to a bargaining unit job classification within six (6) months of separation under the following conditions only:

- Employee voluntarily resigns in good standing,

- Employee accepts a GFHC position outside of the bargaining unit

Note: this provision does not alter Article 8, section B, subsection 3 (e) which provides twelve months of recall rights in a layoff. Members who return within 12 months from layoff do not lose their seniority and therefore do not need an additional provision regarding it being restored.

- Staff re-employed to their same bargaining unit job classification held at time of separation will be restored to their rate of pay in effect at date of separation or the minimum rate for new hires, whichever is greater. Staff re-employed to a different bargaining unit job classification shall observe their years of service up to the break in employment towards the years of service differential over the new hire rate of pay for the position [per Article

12 – Wages]. If the Employee returns to a Lead position for the same bargaining unit job classification which they held prior to a break in service, the Employee will receive their previous rate of pay as of the time of separation plus the $2.00 per hour Lead differential. Staff re-employed to any bargaining unit job classification will be restored to their longevity scale rate and PTO and SICK accrual rates in effect at date of separation. Such staff will also retain seniority up to the break in service for the purposes of future layoff selection.

Section C. Application. Seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement, and in layoffs, recalls, promotions and transfers as herein provided.

Section D. Layoff:

1. In the event of a layoff, the Employer shall first determine the position affected. The person holding that position is the "affected Employee".

2. If the affected Employee desires to be laid off, the layoff shall be without regard to the individual period of employment.

3. If the affected Employee is a probationary Employee, i.e. a new hire who has not completed the initial probationary period, the layoff shall be without regard to the individual period of employment.

4. If the affected Employee is a non-probationary Employee who does not accept layoff:

a. The affected Employee shall bump any probationary Employee in the affected job classification.

b. If there is no probationary Employee in the affected job classification, the Employer shall identify which other positions at comparable or lower salary levels the affected Employee has the present ability to perform.

c. If any of the positions identified under paragraph (b) above are vacant and the Employer elects to fill that position, the affected Employee shall be offered that position.

d. If no transfer under paragraph (c) occurs, the affected Employee may bump the least senior Employee in the same job classification, provided that such Employee has less seniority than the affected Employee. The Employee who is bumped by the affected Employee shall have the same rights as the affected Employee under this subsection. Any Employee who is then bumped by the first bumper Employee shall be laid off. Any Employee electing to bump under the terms of this provision shall notify the Employer in writing of such decision within seventy-two (72) hours after notification of lay-off.

e. If no other positions are identified under paragraph b. or if such positions are held by a more senior Employee, the affected Employee shall be laid off.

Section E. Subcontracting. The Employer agrees that it shall not lay off an Employee in order to subcontract out the Employee's job.

Section F. Recall:

1. Whenever a vacancy which the Employer elects to fill occurs in a job classification, Employees who are on layoff from that classification or who have been transferred from that classification as a result of bumping shall be recalled or transferred to that vacancy in accordance with their seniority. If a vacancy which the Employer elects to fill occurs in a job classification from which no Employee has been laid off or has been transferred, then Employees who have been identified by the Employer as having the

present ability to do the work and who have worked in the same or higher pay grade shall be recalled according to seniority, provided that the Employees who have previously worked in the classification in which the vacancy occurs shall be recalled first.

2. Probationary Employees who have been laid off have no recall rights.

3. An Employee who elects not to bump shall have recall rights.

Section G. Posting and Bidding

1. When a vacancy within the bargaining unit occurs which the Employer elects to fill, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to Employees for a period of not less than seven (7) working days before the vacancy is filled. The seven-day period shall begin on the date of the posting. The notice shall be posted simultaneously with any outside advertising.

2. When one or more Employees and applicants outside the bargaining unit apply, the senior qualified Employee will be given the job unless there is an appreciable objective difference of qualifications among all candidates.

3. An Employee who has completed the initial probationary period who is promoted or transferred laterally shall serve a sixty (60) day probationary period in the new job classification.

4. Except in cases of termination for just cause, if an Employee is removed from the new job during the probationary period, the Employee shall be returned to the former job without loss of seniority or other benefits provided that the job still exists and it is vacant. If the former job has been either filled or abolished, the Employee shall be treated as if laid off and may exercise their seniority rights in accordance with the lay-off provision of this Article.

5. An Employee must complete their initial probationary period before being transferred or promoted to another position in the bargaining unit with the exception of anyone who is currently employed part-time.

ARTICLE 9 - ASSIGNMENTS

Section A. Employees shall normally work in the assignments and location(s) for which they were hired, except that the Employer may change an Employee's assignment or location for good and sufficient reason, including but not limited to staffing requirements at any location due to attendance, utilization of services, and /or provider staffing.

Section B. When an assignment is to be made outside an Employee's regular fixed location, the Employer will first seek volunteers and such assignment will be rotated among volunteers in order of seniority. Involuntarily assignments will be made in inverse order of seniority on rotating basis, except in extenuating circumstances.

ARTICLE 10 - HOURS AND OVERTIME

Section A. The regular work week for full-time Employees shall consist of forty (40) hours. Employees shall ordinarily be scheduled for two (2) days off in each full calendar week except in the event of overtime. Employees shall have two (2) weekends off per month, except for Employees specifically hired for weekend work. Employee work schedules shall be posted at least two (2) weeks in advance. Schedules, once posted, shall not be changed except for good and sufficient cause, including absence. The Employer shall give no less than four (4) weeks prior written notice of any permanent change in an Employee's work schedule. When making schedule changes, the Employer will consider Employee hardships such as childcare, transportation and education.

Section B. An Employee normally working less than forty (40) hours per week shall be considered for purposes of this Agreement, a part-time Employee. Those benefits for

which part-time Employee are eligible, personal time off, sick leave, holidays, shall be pro-rated according to their scheduled hours for the affected day(s).

Section C. Non-exempt Employees shall receive one and one-half (1-1/2) times their regular straight time hourly rate, including differentials, if any, for authorized time worked in excess of forty (40) hours in any one week. The Employer may alter an Employee's hours of work in order to avoid overtime.

Section D. Hours paid for on holidays shall be counted as hours worked for purposes of computing overtime.

Section E. There shall be no pyramiding of overtime.

Section F. The Employer shall assign, on an equitable basis, required pre-scheduled overtime among qualified Employees. It is agreed that "pre-scheduled" does not included work in process.

Section G. If hours of work need to be reduced and there are no factors which dictate which job classification must be reduced, reduction of hours will be done in reverse order of seniority.

ARTICLE 11 – COMPETENCY ASSESSMENT

The Employer will use a system of competency assessment as a basis for performance evaluations.

Staff competence will be measured through performance evaluation, observation, documentation of training, proficiency skills testing, peer review, performance improvement data, and various statistical data on productivity.

Competency assessment is conducted upon hire, throughout the probationary period, and as new procedures, technology or equipment is added. An annual competency assessment

will be conducted by the anniversary date of hire or a common review period, as designated by the Employer.

Documentation of staff competency will be maintained in Employee personnel files. Employees shall be given a copy of their competency assessment after all required signatures have been obtained.

ARTICLE 12 - WAGES

Section A. General Wage Increase. Effective the second pay period of March for each year of the agreement (corresponding pay period/paycheck dates noted below) an Employee who has been employed by December 31st of the calendar year preceding the rate increase shall receive the following General Wage Increase:

Pay period Beginning on	In Paycheck Date	General Wage Increase
03/10/2024	03/29/2024	6.0% GWI or minimum rate on the New Hire Rate Scale
03/09/2025	03/28/2025	6.0% GWI or minimum rate on the New Hire Rate Scale
03/08/2026	3/27/2026	6.0% GWI or minimum rate on the New Hire Rate Scale

2024: Employees hired on/before December 31, 2023 shall receive a 6.0% GWI.

2025: Employees hired on/before December 31, 2024 shall receive a 6.0% GWI.

2026: Employees hired on/before December 31, 2025 shall receive a 6.0% GWI.

Section B. Lead Positions. Any current Employee who applies for a Lead position shall be paid $2.00 an hour above their hourly rate of pay in the classification for which they have become a Lead. The posting and bidding process under Article 8 shall govern how Lead positions are awarded. Any Employees hired from outside of the bargaining unit in accordance with Article 8 shall be paid the applicable rate listed in Appendix A Lead rates which include a $2.00 an hour Lead differential.

When Employees transfer from one job classification to another the parties agree that Employees shall always retain a differential for years of service above the hire rate that is in effect under Appendix A as follows upon transferring positions:

1 year of service	=	5% above the hire rate
3 years of service	=	10% above the hire rate
5 years of service	=	15% above the hire rate
7 years of service	=	20% above the hire rate
10 years of service	=	25 % above the hire rate
12 years of service	=	30 % above the hire rate
15 + years of service	=	35% above the hire rate

Example: An Employee has worked as a Patient Account Rep for Generations for 8 years. Their current rate of pay is $15.34. They decide to apply for a Community Health Worker (HCAP) position which is vacant under Article 8. The Employee is awarded this position. The hire rate for Community Health Worker at the time of the transfer for new hires is $14.00, because the Employee has worked 8 years at Generations, the Employee will be paid the new rate of $16.80. No internal candidate will start out at the hire rate.

Section C. Temporary Differential for Lead Classification. Upon mutual agreement in writing between the Employee, their supervisor, and the Director of Human Resources, an Employee may temporarily receive a Lead pay differential if they are performing at least 50% of the duties of that role, at least 50% of the time. Such differential should support operations when the Lead is on a leave of absence or while a search is being conducted to fill the Lead position. Need will be assessed by Employer and temporary differential will not be offered unless Lead duties cannot otherwise be supported. Lead differential opportunity will be assigned based on seniority and shall take into consideration the job classification per site and overall department as well as overall work performance. As such, an Employee with any current written discipline (including verbal or written warnings,

suspensions, PIP Performance Improvement Plans; not including any coaching) on file will not be eligible for this opportunity.

Example: If a Patient Access Representative temporarily takes on the duties of Lead Patient Access Representative when the Lead Patient Access Representative is on a leave of absence and meets the qualification threshold as noted above, they will receive the $2.00/hour pay differential for Lead of that temporary period.

Section D. Longevity. Employees employed by December 31st of the previous calendar year shall receive the following longevity bonus based on their years of service at Generations in each year of this Agreement. This shall be an annual payment paid out in a separate check at the first pay period in April of each year of the contract. Employees shall be paid the following:

1.	5-6 years of service	$400.00
2.	7-11 years of service	$650.00
3.	12-16 years of service	$800.00
4.	17-20 years of service	$950.00
5.	21 + years	$1,100.00

Employees may voluntarily elect to contribute their Longevity payment to their 403(b) plan. To change your 403(b) participant payroll contributions, please contact Empower directly at 1-800-338-4015 or www.empowermyretirement.com. Please contact Human Resources for further assistance.

Section E. Weekend Work. The Employer shall pay each Employee time and one-half per hour for each hour worked on Saturday or Sunday. Employee work schedules shall not be altered to avoid the payment of overtime and Employees shall receive the time and one-half differential regardless of whether or not the hours worked on the weekend are over forty (40). Among volunteers, the Employer shall grant the new schedule in order of most

senior to least senior at the worksite. If there are no volunteers at the worksite, the request will be offered to all staff across the department in that job class.

When creating permanent positions which include scheduling for Saturday or Sunday work, the following rules shall apply:

1. The Employer shall first ask for Employees to volunteer to change their schedule. This may include an increase in total number of hours per week. No new Employee's schedule shall require an Employee to work every weekend unless specifically hired for the weekend. Employees who work weekends shall be granted every other weekend off unless mutually agreed on by the Employee or Employees affected and the Employer.

2. Should no volunteers be found, the Employer shall post part-time or full-time positions to be filled which include weekends and the filling of positions shall follow the Article 8 provisions of this Agreement. Such schedules shall not require any Employee to work every weekend and shall provide the Employee with at least two (2) consecutive days off in a work week. However, the Employer may elect to create part-time weekend only positions and fill them per Article 8.

3. Unless specifically hired for weekend work, no Employee shall be mandated to work a position which includes weekend hours.

4. In the event that the Employee who is scheduled to work on the weekend calls out for the time scheduled, or the shift is vacant for any other reason (approved time off, vacant pending the position being filled, etc.) and the Employer elects to fill the vacant shift of that position, the Employer shall offer those extra hours of work to Employees who have volunteered to be on the on-call list to work additional hours above the Employee's regularly scheduled position. In offering those hours the Employer shall offer them on a rotating and equitable basis in order of most senior to least. Once an individual on the list has worked hours a notation shall be made and the next offer of hours will be to the next

most senior who has not worked a shift is on the on-call list and on down the list until the shifts are filled.

5. There shall be no pyramiding of overtime, defined as no Employee shall be paid time and one half and any premium rate of pay for the same hours worked.

Section F. Bilingual Bonus. A $312.00 bilingual bonus payment will be made quarterly to all certified bilingual staff that are newly and currently certified for Spanish, Haitian-Creole, and/or Mandarin language interpretation. This will be paid as follows: January through March - payable first paycheck in April; April through June - payable first paycheck in July; July through September - payable first paycheck in October; October through December - payable first paycheck in January. Any certified employee who is employed at the end of the quarter will be eligible for the full bonus payment for that quarter. Certified Coders, Bookkeeper, and their position leads will not be eligible for the bilingual bonus. This will eliminate the previous Translation Differential for translation schedule assignment, but does not eliminate the assignment operationally. This bonus shall not be subject to the contributions to the 1199 Health and Welfare Fund on a non-precedent setting basis.

Section G. Evening Work. Evenings shall be defined as working or being scheduled to work after 5:00 p.m. on any weekday. When scheduling evening work, the following rules shall apply:

1. No current Employee shall work more than one (1) evening per week unless they volunteer to do so.

2. The Employer shall first ask for part-time Employees to volunteer to change their schedule. This may include an increase in total number of hours per week.

3. If no part-time Employee agrees to change schedules the Employer will look for volunteers from among full-time Employees to change their schedule.

4. Should no volunteers be found the Employer shall post part-time or full-time positions to be filled which include evenings and the filling of positions shall follow the Article 8 provisions of this Agreement.

5. The Employer agrees to meet with the Union to discuss the impact and implementation of evening work schedules.

ARTICLE 13 - HOLIDAYS

Section A. Holidays. Full-time Employees and part-time Employees who work at least twenty (20) or more hours per week shall be entitled to holiday pay for each of the following holidays:

New Year's Day	Labor Day
Good Friday (effective through 2024, eliminated 2025)	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Juneteenth (effective beginning 2025 and continuing)	Christmas Day

Holiday pay shall be pro-rated for part-time Employees who work twenty (20) or more hours per week.

Section B. If a holiday designated in Section A of this Article falls on the Employee's regularly scheduled day off, the Employee may take another day off with pay within forty-five (45) days. No time off request will be unreasonably denied. If a holiday designated in Section A of this Article falls during an Employee's personal time off, the Employee shall not be charged with that day of personal time off.

Section C. To be eligible for holiday pay, an Employee must work their scheduled day before and their scheduled day after said holiday. Employees who were pre-scheduled and pre-approved for time off (including PTO, Sick, and leaves of absence) will also be eligible for holiday pay. This rule can be waived if the reason for absence, e.g. illness or an

approved leave of absence, is approved by the HR Director or HR designee in addition to supporting documents from the Employee such as a note from a healthcare provider.

ARTICLE 14 - PAID TIME OFF

Section A. Paid Time Off:

1. Employees hired prior to January 1, 2021 shall accrue paid time off (PTO), pro-rated for part time employees as follows:

	Maximum Hours Per Year	Maximum Hours Earned Per Month
Completion of Probation	96	8
Completion of 36 months	160	13.33
Completion of 72 months	180	15
Completion of 120 months	200	16.67
Completion of 180 months	216	18

2. Employees hired after January 1, 2021 shall accrue paid time off (PTO), pro-rated for part time employees as follows:

	Maximum Hours Per Year	Maximum Hours Earned Per Month
Completion of Probation	80	6.67
Completion of 36 months	100	8.33
Completion of 72 months	120	10
Completion of 120 months	176	14.67
Completion of 180 months	200	16.67

Section B. Pay for paid time off shall be based on the Employee's regular pay rate as of the time when the paid time off is taken.

Section C. Time Off Requests

1. An Employee requesting two (2) consecutive PTO days must do so at least five (5) days in advance, except in the event of an emergency.

2. Blocks of three (3) or more PTO days shall be requested in writing to an Employee's supervisor at least fifteen (15) days in advance. Such requests shall be acted upon, and responded to in writing no later than five (5) days after being submitted to the Employee's supervisor, taking into account the Employee's request, the needs of the Agency, and the order in which requests were received.

3. Time off requests for one (1) week or more should be submitted in writing to the Employee's supervisor no later than March 15th for time off in May-August, by June 15th for time off in September-December, and by September 15th for time off in January-April. The Agency will give written response to the requests by the first day of the month following the submission date. Supervisors will grant time off if there is sufficient coverage to meet business needs. Where there is a conflict in choice among Employees over such requests of a week or more, volunteers will be sought first to make adjustments to their time off request and if schedules cannot be adjusted on a volunteer basis, time off will be granted as follows:

a. If requested paid time off is denied, the Employer shall so inform the Employee in writing via Paycom.

b. Where there is a conflict around any paid holidays, priority shall be given by order of seniority on a rotating basis from year to year to allow all Employees an opportunity or holiday vacations. If, however, an Employee fails to make a personal time off selection within the time period established by the Employer, the Employee shall waive the right to seniority preference in paid time off selection.

Section D. Effective upon execution of this Agreement, no more than eighty (80) hours of paid time off, pro-rated for part time Employees, may be carried over from one (1) calendar year to another, unless it has been denied in the last thirty (30) days of the year, up to a limit of eighty-eight (88) hours.

Section E. An Employee who has resigned in good standing with at least two (2) weeks' written notice, except where extraordinary circumstances prevent such notice, or who has been terminated or laid off, or who has retired or died, shall receive pay for accrued, unused paid time off (vacation time), prorated based on calendar months of work completed. Request for paid time off once an Employee has given their notice will not be approved by management.

Section F. Personal Hours: Each full-time, regular Employee that has completed ninety (90) calendar days of service, shall have eight (8) Personal Hours, with pay, in each calendar year. Use of Personal Hours shall be used in minimum of four (4) hour increments, up to eight (8) total hours. Personal Hours not taken in a calendar year shall be forfeited and will not roll over to the following calendar year. Personal Hours are prorated for eligible part-time employees based on FTE. Pay for Personal Hours shall be based on the Employee's regular pay rate at the time when the Personal Hours are taken. Personal Hours are utilized in accordance with the Agency Attendance policy, however it is not subject to discipline.

Personal Hours requests shall be submitted to the Employee's supervisor for review and response; supervisor will consider the Employee's request, the needs of the Agency, and the order in which requests were received. Requests will be responded to, in writing, within five (5) business days of receipt. In the event that multiple requests are submitted simultaneously for the same time off, requests shall be considered in order of seniority. Note: the use of Personal Hours shall not alter or interfere with the language in either the PTO or the Holiday contract Articles.

ARTICLE 15 - SICK LEAVE

Section A. After thirty (30) days of continuous employment, but retroactive to the date of hire, Employees shall be entitled to accrue 8.0 paid sick hours per month, pro-rated for part-time Employees. Any sick days not used will accrue from year to year to a maximum accrual of 720 hours. Any Employee who as of the effective date of this Agreement has accrued unused sick days in excess of ninety (90) days shall retain such days but shall not accrue additional unused sick days until such time as the accrual goes below the maximum of 720 hours.

Section B. Pay for any day of sick leave shall be at the Employee's regular pay rate.

Section C. The Employer will require proof of illness, including release to return to work when an Employee is out sick for more than three (3) consecutive work days.

Section D. Reward Incentive. If an Employee has no absences without first providing a two-week advance notice, they shall receive Fifty Dollars ($50.00) per quarter. There shall be no tracking of family sick time and Employees shall be able to call out sick for personal illness or that of a family member and utilize benefit time.

ARTICLE 16 - PAID LEAVE

Section A. Bereavement Leave: An Employee shall be paid at their regular rate of pay for three (3) working days' absence in the event of the death of the Employee's spouse, significant other, parent, child, brother, sister, grandparent, grandchild, parent-in-law, any other relative who is domiciled in the Employee's household. Such three (3) days must ordinarily be taken on consecutive work days within a reasonable time of death or the day of the funeral and may not be split or postponed, except where funeral arrangements preclude taking bereavement leave in consecutive days. Part-time Employees who work twenty (20) or more hours per week shall be granted one (1) day off with pay for funeral services if such day is a regularly scheduled work day.

Section B. Jury Duty Leave: An Employee (full-time or part-time) who is called to serve as juror or who is subpoenaed as a witness in any court shall receive the regular pay less pay received as a juror or witness for each work day while on jury duty or while in court as a witness. The receipt of a subpoena or the notice to report to jury duty must be reported as soon as practicable to the Employer. The Employer may request that the Employee be excused from jury duty if, in the opinion of the Employer, the Employee's services are essential at the time of the proposed jury duty.

ARTICLE 17 – LEAVES OF ABSENCE

All leaves of absence are administered, at minimum, in compliance with State and Federal laws. Please see detail below for each type of leave of absence. Leaves of absence may be paid, unpaid or a combination of both based on the Employee's paid time off (PTO) account in accordance with State and Federal law. The Employee must exhaust all PTO time before moving to unpaid status.

Section A. Family Medical Leave Act (FMLA).

1. The Employer will provide Family and Medical Leave to its eligible Employees and the mandatory FMLA Notice is posted at the relevant sites.

2. Leave Amount: The Employer will grant up to sixteen (16) weeks of leave in a twenty-four (24) month period (as per Connecticut Law).

3. Paid/Unpaid: The leave may be paid, unpaid or a combination of both based on the Employee's paid time off (PTO) account in accordance with State and Federal law. The Employee must exhaust all PTO time before unpaid status.

4. Employee Eligibility: To be eligible, the Employee must have worked for Generations for at least twelve (12) months with 1,000 hours of service (as per Connecticut Law) preceding the first day of the leave.

5. Type of Leave: The FMLA may be granted for the birth of a child, placement of a child for adoption or foster care, to provide care for the Employee's parent, child or spouse with a series health condition, for an Employee's own health condition, or to serve as an organ or bone marrow donor (as per Connecticut Law). An Employee whose son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call up for service. Eligible Employees are entitled to FMLA leave to care for a current member of the Armed Forces, including a member of the National Guard or Reserves.

6. Serious Health Condition: Illness, injury, impairment or physical or mental condition involving incapacity or treatment connected with inpatient care in hospital, hospice, or residential medical care facility; or, continuing treatment by a healthcare provider involving a period of incapacity: (1) requiring of more than three (3) consecutive work days; (2) due to chronic or long-term condition for which treatment may be ineffective; (3) absences to receive multiple treatments (including recovery periods) for a condition that if left untreated likely would result in incapacity of more than three (3) days; or (4) due to any incapacity related to pregnancy or for prenatal care.

7. Health Care Provider: The following providers of medicine, osteopathy, podiatrists, clinical psychologists, clinical social workers, optometrists, chiropractors, nurse practitioners and nurse-midwives who are authorized to practice need to document the leave on the certified FMLA form.

8. Reinstatement Rights: Employees will be restored to the same position or to a similar one upon return from FMLA.

9. Maintenance of Health Insurance: Health insurance will be continued under the same conditions as prior to leave with the Employee and Employer paying their appropriate premiums.

10. Leave Requests: Employee must make request thirty (30) days prior to the date of the leave or as soon as practicable in accordance with State and Federal law.

11. Medical Certification to Return: A provider's note to demonstrate the Employee's fitness to return to work is required.

12. PTO and Sick time will accrue while on FMLA.

For more info on State and Federal FMLA visit:

Federal FMLA: www.dol.gov/general/topic/benefits-leave/fmla

State FMLA: www.ctdol.state.ct.us/wgwkstnd/fmla.htm

Section B. Americans with Disabilities Act (ADA). Unpaid leave of absence may be considered for employees under the ADA. The ADA prohibits discrimination on the basis of disability in employment. For employees that can perform the essential functions of the job, the ADA requires that employers provide reasonable accommodations to applicants and employees with disabilities that require such accommodations due to their disabilities. For more info on the ADA visit www.ada.gov

Section C. Pregnancy Disability Act (PDA). Unpaid leave of absence is available for employees who are disabled by pregnancy, childbirth, and related conditions. Once an employee's leave is through, the employee is entitled to return to the position held or an equivalent one, unless the employer's circumstances have changed so much that this is unreasonable or impossible.

Section D. Employer Disability Leave

1. Non-probationary Employees who are disabled due to non job-related injury or illness, including pregnancy related disability, will be eligible for disability leave not to exceed six (6) months in a rolling twelve-month period. In all cases, a doctor's certificate is required prior to, when possible, periodically, during and upon return from such leave.

2. While on a disability leave, an Employee shall be entitled to accrue sick time, personal time off time and seniority, except as provided in Article 8. An Employee who returns to work from a disability leave of absence shall be reinstated to their former position, provided the position still exists, or to another vacant position within the same classification.

3. The Employer will continue to pay its share of health insurance costs for an Employee out on disability leave.

Section E. Parental Leave. Upon the birth or adoption of a child or foster care, or to provide care for the Employee's parent. See additional language under Section A - Family and Medical Leave Act.

Section F. Military Leave. Leaves of absence for the performance of duty with the U. S. Armed Forces or with a Reserve component thereof shall be granted in accordance with applicable law.

Section G. Personal Leave. See additional language under Family and Medical Leave Act

Section H. Work Related Disabilities.

1. Employees suffering a work-related illness or accident shall be entitled to those benefits afforded under applicable law.

2. Employees shall be entitled to a leave of absence for the length of a work-related disability up to a period of six (6) months during which the Employer will continue to pay its share of medical insurance premiums and the Employee shall also contribute the Employee share of such costs. Upon expiration of such leave, the Employee shall be reinstated to the previous position provided the Employee is physically able to perform the duties of the position and provided the position still exists.

Section I. Employees employed less than 12 months:

1. If the Employee has been employed for less than twelve (12) months, but past their probationary period, and is requesting unpaid time off not qualifying under CTFMLA, ADA, or PDA, the request will be taken into considerations by the Department Director and Director of Human Resources.

2. If the Employee is still within their probationary period, then the supervisor will take any unpaid time off request not qualifying under CTFMLA, ADA or PDA into consideration in addition to the Employee's performance during the probationary evaluation period.

3. Repeated requests for unpaid time will be potentially considered by management as an inability to meet job performance expectations, and addressed in supervision, with possible consequences up to and including disciplinary action and termination.

4. Any requests for future unpaid time, made at hire, will be reviewed by the designated union delegate(s) at the relevant site and affected Employees in that job classification at that site, in conjunction with the Employee's supervisor, Department Director and Director of Human Resources, prior to approval or start of employment.

5. Employee must submit reason for any unpaid time off request in writing, with documentation verifying the need for time off (such as proof of death not covered under the Bereavement policy, note from a healthcare provider, note from child's school, etc.)

Section J. General Conditions:

1. Unpaid leave will not be offered to Employees in conjunction with disability leave except as otherwise provided by law.

2. For all unpaid leaves of absence, Employees shall submit to their immediate supervisor written request for such leave at least thirty (30) days prior to the date on which such leave is to commence, except in cases of emergency or extraordinary circumstances make such notice impossible.

3. Before unpaid leaves are granted, Employees must exhaust all accrued paid leaves, such as sick leave, personal time off time if applicable. The time period set forth in Section A above shall include time for paid leaves required to be taken pursuant to this provision.

4. While on an unpaid leave of absence, an Employee shall not be entitled to accrue sick leave, personal time off or seniority, except as provided herein or as may be required by law. An Employee who returns to work from an unpaid leave of absence shall be reinstated to their former position, provided the position still exists, or to another vacant position within the same classification.

5. The Employer will not continue to pay its share of health insurance costs for an Employee out on an unpaid leave of absence, except as specified herein or required by applicable law.

ARTICLE 18 - INSURANCE

The Employer shall contribute to the New England Health Care Employees Welfare Fund, and such payments shall be made monthly based upon the previous month's gross payroll for bargaining unit Employees.

1. Payments shall be due no later than the twentieth (20th) day of each month and calculation of the contribution shall be based on the previous month's gross payroll. By way of example, the January contribution payment shall be based on the gross payroll for the month of December and shall be due no later than the 20th of January.

2. Effective 09/01/2023, the employer shall make contribution to the Welfare Fund at the rate of twenty-six per-cent (26%) based on the gross payroll for Employees in the bargaining unit who regularly work an average of twenty (20) or more hours per week and who have completed their first sixty (60) calendar days of employment. Said contributions shall be calculated in accordance with the Fund's contribution policies which are available to all contributing employers. Such contributions shall be used by the Trustees of the Fund for the purpose of providing Employees and their beneficiaries with health and other benefits as the Trustees of said Fund may from time to time determine.

3. For new Employees, the employer shall commence contribution payments to the Welfare Fund with the regular monthly payment immediately following the Employees' completion of their first sixty (60) calendar days of employment. Employees who complete their first sixty (60) calendar days of employment on or after the twentieth (20^{th}) of a month (contribution due date), shall be included in the employer's report of gross wages and contribution payments due in that month. This is to ensure that new Employees begin to be eligible for Welfare Fund benefits on the first day of the month following completion of their first sixty (60) calendar days of employment.

4. The Fund shall be held and administered under the terms and provisions of the Fund's Agreement and Declaration of Trust and any amendments thereof, which provide for equal Trustee representation by the Union and the employers contributing to said Fund and that any dispute whatsoever that may arise or deadlock that may develop among or between said Trustees shall be submitted to arbitration before an Arbitrator or Umpire, except as may be otherwise provided for in said Agreement and Declaration of Trust, and that decision shall be final and binding.

5. An independent audit of the New England Health Care Employees Welfare Fund is conducted annually and a statement of the results shall be furnished to the Employer upon request.

6. The Employer shall submit regular monthly reports in such form and with such detail as may be necessary for the sound and efficient administration of the Fund. Payroll reports should be submitted to the Fund as soon as the month is complete.

7. The Employer shall make available to the Fund such records of Employees as classifications, names, social security numbers and accounts of gross wages paid, hours, hire dates, termination dates and leave status which the Fund may require in connection with the administration of the Fund or that may be required in order to determine the eligibility of Employees for Fund benefits, and to permit an accountant for the Fund to audit such records. The Employer shall assist in signing up eligible Employees on appropriate enrollment forms provided by the Fund.

8. If a payment or payments are not made in compliance with Section #2 above, the Employer shall, from and after the due date and until full payment is made, pay interest on such arrears at the rate of one and one-half percent (1 ½) per month. Collection of employer delinquencies shall be pursued by the Funds and shall not be subject to the arbitration provisions of this Agreement.

ARTICLE 19 - ANNUITY – RETIREMENT 403(b)

Employer will maintain a tax-sheltered 403b annuity plan for retirement in compliance with all employer plan documents and ERISA regulations through the recordkeeper, Empower.

Employee Contributions: All Employees may join the plan to make salary deferral contributions through payroll deductions up to IRS maximum limits set forth each year.

Employer Contributions: All Employees may join the plan to receive any employer contributions except:

- Employees who work less than 20 hours/week.
- Must be age 21 and work for at least 1 year(s) to receive any employer contributions.

Employees hired on or after 8/1/2019 are set up with an automatic salary deferral of 2% unless employee declines on the salary deferral election form.

The Employer provides the following contributions to the eligible employee's 403(b) account:

- **Non-Elective Contribution**: The employer contributes 2.00% of eligible employee plan compensation to the plan on a quarterly basis. Employees do not need to make their own salary deferral contributions to receive the Non-Elective Contribution (NEC).
- **Employer Matching Contribution**: In addition to the NEC, the employer will match 50% of eligible employee salary deferral contributions up to a total of 4% of the employee's plan compensation.

Additional summary plan description and plan documents are available through the HR Department.

To change your 403(b) participant payroll contributions, please contact Empower directly at 1-800-338-4015 or www.empowermyretirement.com. Please contact Human Resources for further assistance.

ARTICLE 20 - DISCHARGE AND PENALTIES

Section A. The Employer shall have the right to discharge, suspend or discipline any Employee for just cause.

Section B. The Employer will notify the Union in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within five (5) working days, but no later than ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be

submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 2 of the grievance machinery.

If the Union notice of contest is given from six (6) to ten (10) working days after receipt of notice of discharge, the days beyond five (5) days shall be deemed waived insofar as back pay is concerned.

Section C. If the discharge of an Employee results from conduct relating to a client and the client does not appear at the arbitration, the Arbitrator shall not consider the failure of the client to appear as prejudicial.

Section D. All time limits herein specified shall be deemed exclusive of Saturdays, Sundays, and holidays.

Section E. A record of disciplinary action shall be removed from an Employee's personnel file fifteen (15) months after it was issued provided no further disciplinary action has been taken during that fifteen (15) month period.

Section F. Verbal and written warnings given in excess of twelve (12) months prior to the next infraction will not be used as a basis to impose more severe disciplinary action. The Employer, however, reserves the right to impose appropriate discipline predicated upon the severity of the offense and to consider an Employee's entire disciplinary record when terminating employment.

Section G. An Employee who is being disciplined or who is being interviewed concerning an incident or action which the Employee reasonably believes may subject the Employee to disciplinary action shall be immediately notified of the right to have a Union delegate or other Union representative present. Exercise of such right shall not cause unreasonable delay.

ARTICLE 21 - PERSONNEL RECORDS

Section A. An Employee shall, within five (5) business days, upon request, be permitted to examine and copy, at the Employee's expense, all materials in the Employee's personnel file, other than pre-employment material or other material that is confidential or privileged under law. The Employer reserves the right to require an Employer representative to be present while such file is being inspected or copied.

Section B. No disciplinary material shall be placed in an Employee's file unless the Employee has had an opportunity to sign it and has received a concurrent copy. If the Employee refuses to sign then a Union delegate shall sign to indicate the Employee's refusal. An Employee has the right to attach a written response to any disciplinary record in the Employee personnel file.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section A. A grievance is defined as any dispute arising from a complaint by any Employee or by either of the parties to this Agreement as to interpretation, application or any alleged breach interpretation, application or any alleged breach thereof of any of the express terms and provisions of this Agreement.

Section B. In the event that a grievance should arise, the grievance shall be processed as set forth below. Failure by the grievant or Union representative to file or pursue grievances to the next level within the time limits set forth below shall constitute a waiver of the right to initially or further process the grievance.

1. Step 1: The Employee shall present their grievance to their supervisor in writing not later than twenty (20) days after the Employee knew or should have known of the occurrence of the incident giving rise to the grievance. Within ten (10) work-days after receipt of the grievance, the supervisor shall meet with the Employee and/or their Union representative in an attempt to resolve the dispute.

2. Step 2: If the grievance is not settled at Step 1, the grievant and/or the Union representative may meet with the Chief Operating Officer, or COO choice of designee, and attempt to resolve the grievance. For presentation at this step, the grievance must have been reduced to writing on an official form provided by the Employer and presented to the Chief Operating Officer, or COO choice of designee within five (5) business days after the conclusion of the discussion in Step 1. The Chief Operating Officer, or COO choice of designee shall notify the Employee of the decision in writing as soon as possible, but in no event beyond five (5) business days.

3. Step 3: If the Chief Operating Officer, or COO choice of designee does not respond within the time limit or if the grievant is not satisfied with the stated decision, the grievant has five (5) business days from the date of notification of the decision of the Chief Operating Officer, or COO choice of designee to appeal the grievance to the Chief Executive Officer or CEO designee. Within fifteen (15) business days after receiving such appeal, the Chief Executive Officer or CEO designee shall convene a hearing of the grievance. The decision of the Chief Executive Officer or CEO designee will be rendered within five (5) business days thereafter, except in cases of dismissal, where it shall be given within seven (7) business days after the hearing.

Section C. Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto. The Union may either proceed to the next step or await a response from the Employer.

Section D. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2.

Section E. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, holidays, the grieving Employee's personal time off and, except in cases of termination, the personal time off of the Employer representative scheduled to hear the grievance. Any time limit set forth herein may be waived by mutual written agreement of the parties.

Section F. A grievance which affects a substantial number or class of Employees and which the Employer representative in Step 1 lacks authority to settle may initially be presented at Step 2 by the Union representative.

Section G. The Union may grieve cases where it feels there is inadequate staffing through the second step of the grievance procedure but not to arbitration. The Union may grieve cases raising safety issues through the second step of the grievance procedure but not to arbitration.

Section H. Grievance meetings shall not be scheduled later than 3:00 p.m. The Employer will provide at least two (2) business days prior notice to the Union staff representative and delegate of grievance hearings where the presence of either is contractually required. This notice requirement may be waived by either the staff representative or the delegate. Meetings may be conducted virtually where there is mutual agreement to do so.

ARTICLE 23 - ARBITRATION

Section A. A grievance, as defined in Article 24, which has not been resolved thereunder may, within fifteen (15) business days after completion of Step 3 of the grievance procedure, be referred for arbitration by the Employer or the Union to an Arbitrator selected in accordance with the procedures of the American Arbitration Association, Hartford, Connecticut. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

Section B. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the parties. However, in the absence of notification as required by Section A above, the party filing for arbitration shall bear all fees and expenses of the American Arbitration Association.

Section C. The award of an Arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

Section D. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section A of Article 22 and shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

Section E. The Union and the Employer shall attempt to select a mutually agreed upon Arbitrator or panel of Arbitrators to whom grievances shall be referred. Should the parties fail to agree, the selection of an Arbitrator shall be made as above.

ARTICLE 24 - NO STRIKE

Section A. The Union and the Employees expressly agree that during the term of this Agreement there will be no strikes, walkouts, slowdowns, work stoppages, other interference or other similar interruption, direct or indirect, with the operations or any other functions of the Employer. The Union, its Local representatives and committees agree that neither of them will, during the term off this Agreement, authorize or condone any strike, and in the event of any strike, walkout, slowdown, work stoppage, refusals to cross picket lines, other interference or other similar interruption, direct or indirect, with the operations, production or any of the other functions of the Employer, the Union and its Local representatives and committees will actively discourage and publicly denounce any interruption of work in violation of this Agreement, and will endeavor to secure immediate compliance with the provisions of this Article by any Employee or Employees who engage in conduct prohibited by the provisions of this Article.

Section B. Conditioned upon compliance by the Union and the Employees with the terms of the above Section A, the Employer agrees that it will not lock out its Employees during the life of this Agreement.

Section C. In the event that any Employee or Employees engage or participate in any of the above-prohibited acts, the Employer shall have the right to institute and pursue legal action to enjoin the continuance of said prohibited conduct. The Union agrees that such legal action, if initiated or pursued by the Employer, shall not constitute the exclusive remedy available to the Employer, nor shall such legal action be construed or deemed to be a waiver of such other rights or remedies as may be available to the Employer under the provisions of law.

ARTICLE 25 - PAST PRACTICES

Any change in or discontinuation of an unwritten past practice concerning wages, hours, or other conditions of employment not covered by this Agreement shall be subject to a test of reasonableness. The questions of: a) whether or not there is a valid, current past practice in effect, and b) the reasonableness of the change or discontinuation may be submitted to arbitration in accordance with the provisions of the grievance and arbitration procedures in this Agreement.

ARTICLE 26 - MANAGEMENT RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all rights and authority to operate, manage and administer the Employer, including all such rights and authority as existed prior to the execution of this Agreement. The sole and exclusive rights and authority of the Employer shall include, but are not limited to, its rights and authority to establish or continue its policies, practices, rules, regulations and procedures and, from time to time, change or abolish such policies, practices, rules, regulations and procedures; to discontinue processes or operations or to discontinue their performance by Employees of the Employer, to determine the numbers and types of Employees required; to assign work to such Employees in accordance with the needs and requirements determined by the Employer; to establish and change work schedules and assignments; to transfer, promote or demote

Employees, or to lay off, terminate or otherwise relieve Employees from duty from lack of work or other legitimate reasons, and to establish and enforce rules for the maintenance of discipline; to suspend, discharge or otherwise discipline Employees and to take such measures as it may determine to be necessary for the orderly operation of the Employer, provided, however, that the management rights set forth above shall not reduce any of the rights of Employees or the Union as are specifically set forth in this Agreement. The Employer agrees not to exercise its management rights in a capricious or arbitrary manner.

ARTICLE 27 - MUTUAL RESPECT AND DIGNITY

All Employees of the Employer are entitled to be treated with respect and dignity at all times. Accordingly, whenever it becomes necessary to discipline an Employee, the supervisor vested with said responsibility shall undertake said discussions in a fashion calculated to apprise the Employee of their shortcomings while avoiding embarrassment or public display. When an Employee has a disagreement or a problem with their supervisor, the Employee shall undertake any discussions with the supervisor in a fashion calculated to apprise the supervisor of the disagreement or problem while also avoiding embarrassment or public display.

ARTICLE 28 - WORKERS' RIGHTS AND SAFETY

Section A. The Employer shall maintain safe and healthy working conditions. The Employer agrees to take reasonable measures to provide a work environment which minimizes the risk of injury to Employees.

Section B. If no satisfactory action has been taken by the Environmental Care Committee, any misinterpretation, misapplication or alleged breach of Section A of this Article may be grieved to Step 2 of the grievance procedure but may not be pursued to arbitration.

Section C. The Employer will: provide inoculations as required by governmental regulations; and provide or pay for required physicals or inoculations not covered by the Employee's insurance.

ARTICLE 29 - EFFECT OF LEGISLATION - SEPARABILITY

It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulators, rulings and orders or regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Connecticut, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 30 - MISCELLANEOUS

Section A. A Labor-Management Committee, comprised of the five (5) Union representative (both delegates and organizers), and an equal number of management representatives will meet at least quarterly to discuss matters of mutual concern including, but not limited to, staffing and safety concerns. Other union and management Employees may be invited to attend, who have unique and specific information on agenda items. The parties shall supply each other with an agenda and list of attendees, at least one (1) week in advance of the meeting in order for both sides to prepare.

Section B. Employees required to travel in their own vehicles in the course of performance of their job duties shall be reimbursed for such travel at the GSA mileage rate. Employees assigned to work outside their regular fixed location will be paid mileage from their regular work site to assigned site.

Section C. Nothing set forth in this Agreement shall prevent the Employer from complying with its obligations under the ADA. If the Employer anticipates a problem with compliance, it will give the Union notice and an opportunity to meet and discuss the matter.

ARTICLE 31 - EDUCATION EXPENSE REIMBURSEMENT

The Employer shall reimburse employees up to five hundred dollars ($500.00) per calendar year for education, certification, or licensing purposes that are appropriate to support the mission of Generations.

ARTICLE 32 - DURATION

Section A. This Agreement shall be in full force and effect for the period commencing on January 17, 2024 and ending on January 16, 2027.

Section B. The parties agree to jointly enter into discussions relative to a renewal of this Agreement no later than ninety (90) days prior to the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 9th day of September ~~May~~, 2024.

For Generations Family Health Care Center, Inc.:

Melissa Meyers 9-5-24
Melissa Meyers
Chief Executive Officer

For New England Health Care Employees Union, District 1199, SEIU:

Rob Baril
President

APPENDIX A – New Hire Rate Scale

Job Title	Effective the second pay period in March of the specified year:		
	2024	2025	2026
Billing Specialist	$19.31	$19.31	$19.60
Bookkeeper	$18.09	$18.09	$18.36
Care Coordinator	$18.25	$18.25	$18.52
Care Facilitator	$17.88	$17.88	$18.15
Certified Coder	$19.56	$19.56	$19.85
Community Health Worker	$18.00	$18.00	$18.27
Dental Assistant	$24.00	$24.00	$24.36
Health Record Clerk	$15.69	$15.69	$15.93
Licensed Practical Nurse	$27.31	$27.31	$27.72
Medical Assistant	$19.50	$19.50	$19.79
Medical Assistant/ Pt Access Float	$19.50	$19.50	$19.79
Patient Access Representative	$17.88	$17.88	$18.15
Lead Billing Specialist	$21.31	$21.31	$21.60
Lead Bookkeeper	$20.09	$20.09	$20.36
Lead Care Coordinator	$20.25	$20.25	$20.52
Lead Care Facilitator	$19.88	$19.88	$20.15
Lead Certified Coder	$21.56	$21.56	$21.85
Lead Community Health Worker	$20.00	$20.00	$20.27
Lead Dental Assistant	$26.00	$26.00	$26.36
Lead Health Record Clerk	$17.69	$17.69	$17.93
Lead Licensed Practical Nurse	$29.31	$29.31	$29.72
Lead Medical Assistant	$21.50	$21.50	$21.79
Lead Medical Assistant/ Pt Access Rep Float	$21.50	$21.50	$21.79
Lead Patient Access Representative	$19.88	$19.88	$20.15

EXHIBIT A - CHECK-OFF AUTHORIZATION

New England Health Care Employees Union District 1199 SEIU

1199

77 Huyshope Avenue, Hartford, CT 06106

SEIU Healthcare United for Quality Care

NAME (PRINT)	EMPLOYEE ID	HIRE DATE
ADDRESS		APT
CITY	STATE	ZIP CODE
MOBILE PHONE *	HOME PHONE	
PERSONAL EMAIL ADDRESS		SHIFT/WORK HOURS
AGENCY/FACILITY	JOB TITLE	WAGE RATE
WORKSITE/DEPT/UNIT	☐ FULL-TIME ☐ PART-TIME	☐ PER DIEM

* By providing my phone number, I understand that District 1199 NE may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. District 1199 NE will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text a reply "STOP" to stop receiving texts from District 1199 NE.

APPLICATION FOR UNION MEMBERSHIP-
OR ACKNOWLEDGEMENT OF OBLIGATION TO PAY DUES OR APPROPRIATE AGENCY FEES TO THE UNION

If your collective bargaining contract contains a union security provision, you must pay dues or appropriate agency fees to the union in order to work in the bargaining unit. You do not have to apply for union membership in order to work in the bargaining unit. Payment of regular union dues or appropriate agency fees will satisfy your obligation under the contract. However, only union members can run for any union office or vote on contract demands, negotiating committees, contract settlements, strike calls, union representatives, Delegates or dues schedules.

PLEASE SIGN ONE OF THE OPTIONS BELOW:

1) I want to join my coworkers & become a member of the New England Health Care Employees Union, District 1199 SEIU!

I hereby request and voluntarily accept membership in the New England Health Care Employees Union, District 1199 SEIU, and designate District 1199 SEIU to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the By-Laws of the New England Health Care Employees Union, District 1199 SEIU. I know that membership in the Union is voluntary and is not a condition of my employment, and that I can decline to join without reprisal.

SIGN HERE → SIGNATURE DATE

2) I choose not to become a union member but will pay appropriate agency fees which consists of those union expenses that are germane to collective bargaining. In May of each year, the Union will calculate and notify you in writing of the current agency fee, as well as your right to contest the amount of the agency fees. As of 5/1/19, the Agency fee is 87.06 % of Union dues.

SIGNATURE DATE

CHECK-OFF AUTHORIZATION FOR PAYROLL DEDUCTION

I recognize the need for a strong union & believe everyone represented by our union should pay their fair share to support our union's activities.

I hereby request and voluntarily authorize and direct my Employer to deduct the amount equal to the applicable dues, initiation fees, and/or agency fees from my wages or salary as required by the New England Health Care Employees Union, District 1199 SEIU and to remit all such deductions so made to the New England Health Care Employees Union, District 1199 SEIU. This authorization shall remain in effect unless I revoke it by sending written notice via U.S. mail to both the Employer and New England Health Care Employees Union, District 1199 SEIU 1) during the period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and New England Health Care Employees Union, District 1199 SEIU whichever occurs sooner. This authorization shall be automatically renewed from year to year unless I revoke it in writing during the applicable period(s), irrespective of my membership in New England Health Care Employees Union, District 1199 SEIU. This authorization is voluntary and is not a condition of my employment, and I can decline to agree to it without reprisal. I understand that all members benefit from everyone's commitments because they help to build a strong union that is able to plan for the future.

SIGN HERE → SIGNATURE DATE

Contributions or gifts to NEHCEU, District 1199 SEIU are not tax deductible as charitable contributions for Federal income tax purposes. You are permitted to pay by means other than check-off authorization but, if you do not utilize the check-off procedure, you must make alternative arrangements with the Union to pay dues or appropriate agency fees.

CHECK-OFF AUTHORIZATION FOR POLITICAL ACTION CONTRIBUTION

I'm a member & want to do my part to ensure politicians keep their promise and create an economy that works for everyone!

I commit (check one): ☐ $10/PAY PERIOD ☐ $8/PAY PERIOD ☐ $5/PAY PERIOD ☐ $3/PAY PERIOD

I hereby authorize my employer and any successors to deduct the amount above from my paycheck for the sole purpose of payment to the District 1199 SEIU Political Action Committee/SEIU. I understand that the amount deducted shall be allocated to local, state, and federal political activities as authorized by the Executive Board of the New England Health Care Employees Union, District 1199/SEIU. This authorization shall remain in full force and effect until revoked by sending written notice via U.S. mail to both the Employer and NEHCEU, District 1199 SEIU.

SIGN HERE → SIGNATURE DATE

Contributions or gifts to District 1199 SEIU Political Action Committee are not tax deductible.

I understand that I am not required to sign this form or make PAC contributions to District 1199 SEIU PAC, part of which is remitted to SEIU COPE, as a condition of employment or of membership in the union, and I may refuse to contribute without reprisal. The contribution amounts on this form are merely suggestions. I may contribute more or less without fear of favor or disadvantage from the union or my employer. Only members who are U.S. citizens or lawful permanent residents are eligible to contribute.

EXHIBIT B - POLITICAL ACTION CHECK-OFF CARD



United in 1199 Political Action, we've accomplished a lot:

- ✔ Won millions of dollars to improve health care and home care jobs and services
- ✔ Passed first-in-the-nation law to require more transparency in health care corporations
- ✔ Elected strong leaders who work with us to invest in our communities and improve our lives

Together, we must continue to lead the political fight to:

- "Fight for $15" to raise standards for worker pay and benefits
- Stop devastating cuts and expand vital services our residents and clients rely on
- Pass new laws for safe staffing, fair scheduling
- Hold politicians accountable for making our economy and our state budget work for all of us

☐ **YES** ***I want to do my part to makes sure politicians keep their promise & create an economy that works for everyone!***

Sign me up to contribute to District 1199's Political Action:

NAME (print)

EMPLOYER

HOME ADDRESS CITY/STATE/ZIP CODE

CELL PHONE Yes, sign me up for text message alerts*

HOME PHONE PERSONAL EMAIL ADDRESS

My signature shows that I agree with the terms below. I commit:

☐ $3/PAY PERIOD ☐ $5/PAY PERIOD ☐ $8/PAY PERIOD ☐ $10/PAY PERIOD

CHECK IF YOU ARE A: ☐ Registered lobbyist? ☐ Principal of a state contractor? ☐ Spouse or dependent child of a lobbyist?

SIGNATURE DATE

I hereby authorize my employer and any successors to deduct the amount above from my paycheck for the sole purpose of payment to the District 1199 Political Action Committee (1199 PAC) part of which is remitted to 1199 COPE. I understand that the amount deducted shall be allocated to local, state, and federal political activities as authorized by the Executive Board of the New England Health Care Employees Union, District 1199/SEIU. This authorization shall remain in full force and effect until revoked by the undersigned.

Contributions or gifts to District 1199 Political Action Committee are not tax deductible.

I understand that I am not required to sign this form or make PAC contributions as a condition of employment or of membership in the union, and I may refuse to contribute without reprisal. The contribution amounts on this form are merely suggestions. I may contribute more or less without fear of favor or disadvantage from the union or my employer. Only members who are U.S. citizens or lawful permanent residents are eligible to contribute. * By providing my phone number, I understand that District 1199 NE may use automated or autodialing technologies and/or text messages to send to my cellular phone on a periodic basis. District 1199NE will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text a reply "STOP" to stop receiving texts from District 1199 NE.