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545-721

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES,  
AFSCME COUNCIL 13,  
AFL-CIO**

**and**

**NHS HUMAN  
SERVICES, INC.**

July 1, 2014 through June 30, 2017



- h. control of all property, equipment and facilities and the manner and extent of their use;
- i. determine the qualifications of the employees.

#### ARTICLE 4 - DEFINITIONS

1. "Regular Full-Time Employee" - shall mean those employees who regularly work 37.5 or more scheduled hours per week.
2. "Regular Employee" - shall mean those Employees who possess a position in the bargaining unit and work 30 or more scheduled hours per week.
3. "Regular Part-Time Employee" - shall mean those employees who regularly work 20 hours or more, but less than 30 hours per week. Regular Part-time Employees are in this bargaining unit.
4. "Fee for Service (FFS)" - employee as used herein shall be any employee of NHS or its subsidiaries who is:
  - a. paid only for services provided;
  - b. whose time is recorded on service vouchers or other time recording device;
  - c. whose compensation is based solely on the event he/she is involved with a consumer or client (per session);
  - d. whose compensation will vary based on the number of clients/sessions involved in a certain period;
  - e. who may or may not have a regular schedule and/or may be on an "on-call" status; and
  - f. whose compensation is not based on the number of hours he/she spends "on-site"; are outside of the bargaining unit.

5. "Per Required Need (PRN)" - employee as used herein shall be any employee of NHS or its subsidiaries who is:
  - a. any Employee who is not guaranteed a specific number of hours per day, week or pay period;
  - b. who is an "on call or hourly" employee;
  - c. who works as needed and as available;
  - d. agrees to work or not when called/asked no matter how many hours are actually worked and/or its regularity;
  - e. are outside of the bargaining unit.
6. "Temporary Employee" - A Temporary Employee is defined as one who works for a period of up to three months. The said three month period may be extended by mutual agreement between the Employer and the Union. In the event that the Temporary Employee is hired into the bargaining unit as a Regular Employee, the affected Employee's seniority shall be determined by the definition of Bargaining Unit Time in # 7 below.
7. "Bargaining Unit Time" - for purposes of determining an employees' bargaining unit seniority, the seniority will include the employees' time worked in bargaining unit positions since the employees' most recent date of hire into a bargaining unit position.
8. "Direct Care Employees" - Employees so classified mean employees who are providing services for NHS according to the regulations promulgated by the state, governmental authorities, or payors.
9. "Non-Direct Care Employees" - Employees so classified mean employees who perform the following tasks:
  - a. Maintenance
  - b. Administrative
  - c. Cooks, Assistant Cooks, Drivers

#### Section 10 - Jury Duty

- A. An Employee who is requested to perform service as a juror shall be given time off while serving on a jury. At the completion of jury service, the Employee must report the amount of juror's fees received for the number of days served as a juror and Employer will pay the difference between the regular, straight pay that Employee would have earned by working, minus the juror's fees received (to a maximum of 8 hours at straight time to a maximum of 40 hours per week). Whenever the Employee is relieved from jury service, temporarily or otherwise, he/she shall immediately advise his/her supervisor and report to work as requested to do so by Employer. The receipt of a Subpoena or a Notice to report for jury duty must be reported immediately to the Program Director.
- B. Within 30 days of an Employee's return from jury duty, the Employee must document the time served on a jury by providing to the Employer either the check or a copy of the check received by the Employee as compensation for the time served.

#### Section 11 - Military Leave

Employees will be granted time off for Military Leaves of Absence in accordance with applicable law. In addition, Employees will be granted Leaves of Absence to attend National Guard, U.S. Reserve trainings and other similar involuntary military obligations.

#### ARTICLE 29 - SICK AND VACATION BUCKET SIDELETTER

This letter will serve as an agreement and addendum to the AFSCME Council 13 statewide contract regarding the status of employee add on "sick and vacation buckets". It is understood by AFSCME Council 13 and NHS that certain bargaining unit members have as part of their accumulated sick and vacation time an add on "sick and by vacation bucket" that was carried forward due to a previous acquisition by NHS, whereby NHS agreed to carry forward these affected employees' sick and vacation accumulation totals

at the time of the acquisition. These add on "sick and vacation buckets" have remained in separate sick and vacation accounts for the affected employees for usage by these employees for purposes of sick or vacation leave as per the provisions of the NHS Sick Leave and Vacation policies.

It is agreed by AFSCME Council 13 and NHS that these add on "sick and vacation buckets" will remain on the affected employees' sick and vacation accounts, in separate buckets, for purposes of sick leave or vacation time, if needed by these employees pursuant to the sick time usage and vacation time provisions of this contract during the employee's bargaining unit tenure. No additional sick and vacation accruals will be placed into these "sick and vacation buckets". Monetary remuneration will not be given in place of the "sick buckets" and any sick time remaining in the "sick buckets" at termination of employment shall be forfeited. Payment for the add on "vacation buckets" shall be granted at termination of employment.

#### ARTICLE 30 - HEALTH AND WELFARE

##### Section 1 - Eligibility

Upon completion of 90 days of continuous service, all active Employees hired to work 30 hours or more per week are eligible for the following benefit programs, as offered by NHS Human Services, Inc. Employees will be offered life insurance, disability insurance, and medical/prescription/dental/vision benefits. For medical/prescription/ dental/vision coverage, the necessary online enrollment paperwork must be completed by the employee.

1. Each medical/prescription benefit plan will be offered to the employees in the following coverage tiers (groupings):
  - a. Employee only;
  - b. Employee and Child;
  - c. Employee and Spouse;
  - d. Employee and Children;
  - e. Employee and Family.
  - f. Employee and Life Partner (same sex)

2. Each dental/vision benefit plan will be offered to the employees in the following coverage tiers (groupings):
  - a. Employee Only;
  - b. Dependent Coverage (includes employee and any combination of spouse/children/life partner (same sex))
3. In most cases, coverage tiers are determined by the insurance carriers and may change beyond the Employer's control. If an insurance carrier changes the tier offerings, the Employer will as well.
4. Health plans defined in this Article are subject to compliance with the Patient Protection Affordable Care Act of 2010.

#### Section 2 - Medical

1. The Employer shall offer a choice of medical plans that may (will) vary by regional availability.
2. Medical coverage payment will include prescription drug (RX) coverage. AFSCME and Non Union employees will have parity in terms of plan design. All employee contributions will be on a pre-tax basis. Effective with the 2014-2015 benefit plan year beginning August 1, 2014, NHS Human Services will contribute a defined contribution amount towards employees health care cost. For every year thereafter the employer contribution amount will be capped at 5% increase per benefit year.
3. Employees covered by this bargaining unit will have the choice of coverage levels as follows:
  - a. Medical Coverage only
  - b. Medical and Dental Coverage
  - c. Medical and Dental and Vision Coverage
  - d. Dental Coverage Only
  - e. Dental and Vision Coverage
  - f. Vision Coverage Only
  - g. No Coverage

4. The Employee has the right to waive coverage with confirmation of other insurance presented to the Employer.
5. Employees enrolled in any NHS Medical Plans will continue to be eligible for a reimbursement for any Inpatient Hospital stay. This reimbursement will be the lesser of the \$250 per day up to 5 days maximum or the co-insurance or deductible amount. An emergency room visit that results in an Inpatient Hospital stay will continue to be reimbursed the lesser of \$100 per visit or the co-insurance or deductible amount.

#### Section 3 - Dental

1. Employees meeting the eligibility requirements in Section 1 will be offered dental coverage on a voluntary basis. AFSCME and non-union employees will have parity in terms of plan design and contribution percentage of premium. It is expressly understood that agreement to parity does not in any way affect AFSCME's right to bargain over health care benefits.
2. Employer reserves the right to update Employee Contributions for dental coverage on an annual basis or when the insurance carrier/ plan administrator changes the underlying rates of the plans.
3. Dental benefit plan will be offered to the employees in the following coverage tiers (groupings):
  - a. Employee Only Coverage
  - b. Dependent Coverage (includes employee and any combination of spouse/children/life partner (same sex))

#### Section 4 - Vision

1. Employees meeting the eligibility requirements in Section 1 will be offered vision coverage on a voluntary basis. Employee contributions will be 100% of the cost of this coverage. AFSCME and Non Union employees will have parity in terms of plan design and contribution percentage of premium. It

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**ARTICLE 1 – RECOGNITION**

1. Employer recognizes the Union as the exclusive collective bargaining representative of the employees within the classifications included under the following certifications, as certified by the American Arbitration Association, in

- a. Mental Health Professional Election NOs. 14 500 0221 2004;
- b. Mental Health Non-Professional Election NOs. 14 500 0221 04, and;
- c. Mental Retardation Non-Professional Election NOs. 14 500 0221 2004;

When used in this Agreement, the term "Employee" refers only to those Employees for whom the Union is recognized as the exclusive representative for collective bargaining, as certified by the American Arbitration Association. These Employees shall include all those working in bargaining unit job titles listed in Definition, Article 4 of this Agreement.

2. The bargaining unit shall consist of all Regular Full-Time Employees, all Regular Employees, and all regularly scheduled Part-Time Employees working in bargaining unit job titles listed in Definition, Article 4 of this Agreement, excluding PRN, FFS, temporary employees, consumers receiving remuneration as part of the service plan, all Aging Program Employees, and supervisors, managers, and confidential employees, security guards as defined by the Labor Management Relations Act of 1947, as amended.

**ARTICLE 2 – NHS  
AFSCME LETTER OF UNDERSTANDING RE:  
"SPECIAL GROUP EMPLOYEES"**

The parties have discovered that approximately 160 NHS PRN and/or FFS employees were improperly listed as being eligible to vote in the Recognition Election. The parties have agreed to Grandfather these employees into the now existing bargaining unit. For the purposes of coverage for

#### **ARTICLE 48 - WAGES**

Effective the first payroll of July 2008, Compensation schedules have been developed in the Central Western and Eastern Regions which include a hired rate, job rate and a Senior and/or Master rate for all positions within the AFSCME bargaining unit, by catchment area, with emphasis placed on compensation based on experience and seniority. These schedules are outlined in a side letter of agreement signed by the parties.

#### **ARTICLE 49 - CONTRACT TERM AND CONTINUATION OF WAGE NEGOTIATIONS**

Final agreement on all compensation rates will be tentatively agreed by the negotiators, and ratified by the membership.

The parties understand that compensation schedules may vary from county to county, and discussions and agreements concerning those rates will include the local county representatives. The parties further agree that where applicable other economic remuneration arrangements (i.e. R and R disbursements) will be discussed and agreed to on a county to county basis. The payment and distribution of these disbursements will comply with and be controlled by regulations and provisions of the respective county involved.

The parties agree that the No Strike Article shall not be in effect from the date of each re-opener until ratification by the membership.

This Agreement represents a settlement of all issues after extensive collective bargaining between the parties. NHS, AFSCME Council 13 and all bargaining unit employees by means of the ratification of this Agreement, expressly waive the right to bargain upon any subject, except as provided for in the applicable Federal Labor Case Law, whether or not the same was mentioned and/or discussed during the course of said collective bargaining. Except for resort to the agencies and/or courts charged with the enforcement of the laws enumerated in this labor agreement it is the intention of

NHS and AFSCME Council 13 that employees will look exclusively to this Agreement for the resolution of all differences arising under this Agreement. This Agreement shall be effective from July 1, 2014 up to and including June 30, 2017. The parties hereunto, through their duly authorized officers or representatives, and intending to be legally bound, have hereunto set their hands and seals.