

Collective Bargaining Agreement

Between

UFCW LOCAL 888

AND

ABBOTT HOUSE

June 1, 2016 – May 31, 2019

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION.....
ARTICLE 2 – MANAGEMENT RIGHTS.....
ARTICLE 3 – UNION SECURITY/CHECK-OFF.....
ARTICLE 4 – DETERMINATION OF WORK STATUS.....
ARTICLE 5 – PROBATIONARY EMPLOYEES.....
ARTICLE 6 – NO DISCRIMINATION.....
ARTICLE 7 – ACCESS TO EMPLOYER PREMISES – UNION ACTIVITY.....
ARTICLE 8 – NO STRIKE OR LOCKOUT.....
ARTICLE 9 – DISCIPLINE & DISCHARGE.....
ARTICLE 10 – GRIEVANCE PROCEDURE.....
ARTICLE 11 – ARBITRATION.....
ARTICLE 12 – HOURS OF WORK AND OVERTIME.....
ARTICLE 13 – SENIORITY /LAYOFF.....
ARTICLE 14 – JOB OPENINGS.....
ARTICLE 15 – HEALTH AND SAFETY.....
ARTICLE 16 – ANNUAL PHYSICAL EXAMINATIONS.....
ARTICLE 17 – TRANSFERS.....
ARTICLE 18 – UNPAID LEAVES OF ABSENCE.....
ARTICLE 19 – STAFF DEVELOPMENT/TRAINING.....
ARTICLE 20 – SAVINGS CLAUSE.....
ARTICLE 21 – EFFECT OF CONTRACT.....
ARTICLE 22 – VACATION.....
ARTICLE 23 – SICK DAYS.....
ARTICLE 24 – HOLIDAYS.....
ARTICLE 25 – WAGES.....
ARTICLE 26 – HEALTH INSURANCE.....
ARTICLE 27 – AGENCY'S FINANCIAL POSITION.....
ARTICLE 28 – RETIREMENT.....
ARTICLE 29 – LONG TERM DISABILITY.....
ARTICLE 30 – LIFE INSURANCE AND A.D.D.....
ARTICLE 31 – PERSONAL BUSINESS DAYS.....
ARTICLE 33 – LABOR-MANAGEMENT COMMITTEE.....
ARTICLE 34 – DURATION.....

AGREEMENT

Agreement made this 2nd day of August 2016 by and between Abbott House, having its principal place of business at 100 North Broadway, Irvington, NY 10533, hereinafter referred to as the "Employer," and UFCW Local 888 with its place of business at 160 East Union Avenue, East Rutherford, NJ 07073, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties to promote and improve employee relations and to set forth the basic agreement concerning rates of pay, hours of work and conditions of employment; and

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all full-time, regular part-time direct and care workers, per certification issued July 22, 2011 for NLRB Case No. 02-RC-023608, employed by the Employer at the following sites:

1. Dalton Road IRA, 80 Dalton Road, Yonkers, NY 10701
2. Elmsford IRA, 31 No. Goodwin Avenue, Elmsford, NY 10523
3. Pine Street IRA, 46 Pine Street, Yonkers, NY 10710
4. Port Chester IRA, 58 Upland Street, Port Chester, NY 10573.
5. Fox Hill, 22 Fox Hill Rd., Cortland Manor, NY
6. Westchester Day Hab, 100 North Broadway, Irvington, NY 10533.
7. Rockland Day Hab, 7 Strawtown Road, W. Nyack, NY 10994.
8. Rochambeau Avenue IRA, 3553 Rochambeau Avenue, Bronx, NY 10467.
9. Red Mill IRA, 143 Red Mill Road, Cortlandt Manor, NY 10567.
10. Shrub Oak, 1078 Spillway Road, Shrub Oak, NY 10588.
11. Wood Street ICF, 15 Wood Street, Spring Valley, NY 10977.
12. Gessner Terrace IRA, 9 Gessner Terrace, Pomona, NY 10970.

13. Murphy House IRA, 4 Green Bower Lane, New City, NY 10956
14. Palisades Court IRA, 23 Palisades Court, Pomona, NY 10970.
15. Pine Court IRA, 3 Pine Court, Pomona, NY 10970.
16. Barry House IRA, 763 Union Road, Spring Valley, NY 10977.
17. Hill Avenue IRA, 3946 Hill Avenue, Bronx, NY 10466.
18. Hill Avenue IRA; and 3948 Hill Avenue, Bronx, NY 10466.

Section 2: The words "Employee" and "Employees" as used hereafter in this Agreement refers only to such persons as are within the bargaining unit described herein, for whom the Union is the recognized collective bargaining representative. All other employees of the Employer are excluded from coverage under this Agreement.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1: The Union recognizes the exclusive right of the Employer to manage the agency and carry out and exercise all the customary functions and rights associated with such management, and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, and whether or not such decisions result in reduction in the workforce or in the hours of work of Employees, unless abridged by the express provisions of this Agreement; the Union hereby waives its right to bargain over the decision and the effects of any such decision and exercise of management rights except as is set forth in the express provisions of this Agreement. The Employer's management rights shall include, but not be limited to the following rights: to manage and operate the facilities; to hire and direct the Employees; to regulate and control the premises; to establish, amend and enforce work rules; to create, abolish and combine job classifications; to set job duties, schedules and staffing; to assign work and shifts; to transfer Employees; to evaluate Employee performance; to promote, demote, discipline, and terminate for just cause; to layoff or terminate for economic or other operational reasons; to sub-contract bargaining unit work consistent with Section 2, below; to take those measures which, in the Employer's sole discretion, are appropriate to comply with state and all other applicable regulations or requirements; and to set and modify the methods, processes and equipment used to operate the agency, provided that such functions and rights will not be exercised in violation of any of the explicit terms of this Agreement or in an arbitrary or capricious manner.

Section 2: If the Employer makes the decision to subcontract bargaining unit work, the Employer will meet with the Union to discuss the effects of its decision.

Section 3: In any dispute over the Employer's exercise of the rights retained by it under this Article, the Arbitrator's authority shall be limited to determining whether such exercise was arbitrary, capricious or discriminatory.

Section 4: The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 5: The rights and waivers herein shall extend beyond the expiration of this Agreement until a successor agreement is reached.

ARTICLE 3
UNION SECURITY/CHECK-OFF

Section 1: Upon receipt of a written assignment from an employee authorizing such deduction (in the form annexed hereto as Exhibit "A"), the Employer shall deduct from the wages received each pay period by such employee, those periodic dues, fees and initiation fees uniformly required by the Union of its members.

Section 2: The Employer shall be relieved from making such deductions upon an employee's (a) termination of employment, (b) transfer to a non-bargaining unit job, (c) layoff from work or (d) approved leave of absence.

Section 3: The Employer shall not be obligated to make such deductions from any employee who, during any month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 4: The Employer shall be exempt from any obligation to deduct and remit dues as to any employee covered by this Agreement who has not submitted and filed a written authorization for deduction with the Employer.

Section 5: The Employer shall transmit to the Union, by the fifteenth (15th) day of each month, the monies deducted for the previous month.

Formatted: Not Superscript/ Subscript

Section 6: It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from the deductions made by the Employer hereunder. The Union will indemnify and hold the Employer harmless against any and all claims for monies not deducted by reason of error of employees, Employer, or the Union. Once the funds are remitted to Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Employer shall be relieved of any obligation under this Article as of thirty (30) days following receipt of a written notice of revocation of such dues and deduction authorization from an employee. The Employer shall notify the Union of any such revocation.

Section 7: All employees who are not members of the Union shall either become and remain members in good standing of the Union as a condition of employment within 30 days after the effective date of this Agreement, or within 30 days after employment, whichever is later. Notwithstanding the foregoing provision, employees who, for documented religious reasons, object to becoming members of the Union shall not be required as a condition of employment to comply with the provisions of this Article and shall instead make a monthly charitable contribution in the amount equivalent to the periodic dues required by the Union of its members.

ARTICLE 4
DETERMINATION OF WORK STATUS

Section 1: An employee who is regularly scheduled to work forty (40) hours per week is considered a full-time employee.

Section 2: An employee who is regularly scheduled to work at least seventeen and one-half (17 1/2) and less than forty (40) hours per week is considered a regular part-time (benefits eligible) employee. Part-time (benefits eligible) employees are eligible for certain benefits, on a pro-rata basis, as set forth in this Agreement.

Section 3: An employee who is regularly scheduled to work fewer than seventeen and one-half (17 1/2) hours per week is considered a part-time (no benefits) employee and is not eligible for benefits.

Section 4: Probationary employees are those defined as such in Article 5, "Probationary Employees."

Section 5: Any persons who are not on a regular schedule but who are available to work when the need arises are per diem or on call workers and are not covered by this Agreement. If a per diem or on call worker works a regular schedule for a period of more than three (3) consecutive months, he or she shall become subject to the provisions of this Agreement on the first day of the next calendar month; however time worked by a per diem or on call worker to cover for employees who are on vacation, leaves of absence, jury duty, or similar period of absence shall not count towards the three (3) consecutive months.

ARTICLE 5
PROBATIONARY EMPLOYEES

Section 1: Newly hired or rehired employees shall be considered probationary for a period of six (6) months from the date of employment.

Section 2: Probationary employees shall not be entitled to the benefits or protections set forth in this Agreement. The provisions of this Agreement shall apply only as to their rate of pay and working hours. The termination of an employee during the probationary period shall not be subject to the Grievance and Arbitration procedures of the Agreement.

Section 3: If an employee is retained beyond the probationary period, his/her seniority date shall be his/her date of hire and all provisions of this Agreement shall thereafter apply to said employee.

ARTICLE 6
NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any Employee on the basis of race, religion, national origin, ancestry, ethnicity, alienage or citizenship status, color, sex or gender, sexual orientation, age, disability, military or veteran status, familial or marital status, Union affiliation, or any other characteristic protected under applicable federal, state or local laws.

ARTICLE 7
ACCESS TO EMPLOYER PREMISES -- UNION ACTIVITY

Section 1: Employees shall have the right to engage in lawful Union activities during non-working time and in non-working area, provided that the exercise of that right shall not interfere with the Agency's business, the employees' work, or the care of the Agency's consumers.

Section 2: Representatives of the Union shall have the right to visit employees' work locations for the purpose of administering and enforcing this Agreement, subject to the terms of this Section. The Union agrees to provide at least 24 hours' notice, in writing, to the Vice President of Human Resources or her or his designee, the Human Resources Assistant, and to the Program Director. The written notice shall specify the date, time and location of the visit, subject to Agency approval based upon operational needs. The Union shall report to the Residence Manager or Unit Administrator immediately upon their arrival at the location. The Residence Manager or Unit Administrator will direct the Union to a meeting location based upon the need to ensure that consumers are not negatively impacted by the visit. The Union's visit shall not interrupt or interfere with the Agency's business or employees' work or the consumers' health, safety or well-being. In circumstances constituting an actual emergency which makes 24 hours' written notice impossible, the Union shall provide as much notice as is possible and will follow all the other provisions of this section.

Section 3: The Union may appoint up to seven (7) shop stewards [1 in Port Chester, 2 in Rockland, 2 in Westchester, and 2 in the Bronx] who shall be employees of the Agency. Such shop stewards may discuss Union matters and handle grievances only on their nonworking time and the non-working time of any involved employee, and in non-working areas. The Union may appoint one (1) "backup steward" for each of the seven (7) shop stewards, to serve as shop steward in the absence of the designated shop steward.

Section 4: Up to three (3) shop stewards [1 in Rockland, 1 in Westchester, and 1 in the Bronx] may request the Employer's permission, which shall not be unreasonably requested or denied, to conduct brief grievance investigations during their regularly scheduled working hours, provided that each steward's discussions do not exceed sixty (60) minutes per work week (Monday through Sunday) and do not occur in working areas or when consumers are present or when consumer supervision is necessary. The steward must request permission from his/her supervisor and from the supervisor of the employee with whom the steward intends to meet. There shall be no unlawful discrimination against any employee because of his/her status as a shop steward or union membership status.

Section 5: The Employer agrees to provide a bulletin board for the posting of legitimate, non-defamatory Union notices.

Section 6: The Union shall provide the Employer with a list of properly appointed stewards and other Union officers who will be responsible for administering this Agreement.

Section 7: After two weeks advance written notice to his/her supervisor, the shop stewards shall be excused from work one (1) day per year for attendance of the Local 888 Annual Shop Stewards Seminar.

ARTICLE 8 NO STRIKE OR LOCKOUT

Section 1: During the life of this Agreement, or any written extension thereof, no employee shall engage in any strike, sympathy strike, picketing, sit down, sit in, slow down, cessation, stoppage or interruption of work, boycott, refusal to cross a picket line, leafletting or picketing of any kind, including, but not limited to, leafletting or picketing at any residence of any supervisor, board member, or employee of the Employer, or other interference with the operations of the Employer.

Section 2: The Union, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, assist, encourage, participate in or sanction any strike, sympathy strike, picketing, sit down, sit in, slow down, cessation, stoppage or interruption of work, boycott, refusal to cross a picket line, leafletting or picketing of any kind, including, but not limited to, leafletting or picketing at any residence of any supervisor, board member, or employee of the Employer, or other interference with the operations of the Employer, or ratify, condone, or lend support to any such conduct or actions.

Section 3: In addition to any liability, remedy or right provided by applicable law or statute should a strike, sympathy strike, picketing, sit down, sit in, slow down, cessation, stoppage or interruption of work, boycott, refusal to cross a picket line, leafletting or picketing of any kind, including, but not limited to, leafletting or picketing at any residence of any supervisor, board member, or employee of the Employer, or other interference with the operations of the Employer occur involving employees covered by this Agreement, the Union, within twenty-four (24) hours of a request by the Employer, shall:

- (a) Publicly disavow such action by the employees;
- (b) Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union;
- (c) Notify employees in writing of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

Section 4: The term "strike" shall include a failure to report for work because of a primary or secondary picket line at the Employer's premises, whether established by this or any other Union.

Section 5: During the life of this Agreement, or any written extension thereof, the Employer will not lock out the employees. A layoff, reduction in force, downsizing, rightsizing, or closing of any facility, department or unit for any reason, or an inability to continue operations for any reason including a labor dispute, shall not be a lockout.

ARTICLE 9 **DISCIPLINE & DISCHARGE**

Section 1: The Employer shall have the right to maintain discipline and efficiency and may discharge, suspend or discipline any employee for cause.

Section 2: If, in accordance with the provisions of Article 11, "Arbitration," an arbitrator concludes that a non-probationary employee engaged in any of the following conduct, cause for the discipline or discharge imposed shall be established and the grievance shall be denied:

1. Abuse, neglect or mistreatment of a consumer, or negligence with respect to treatment of or actions concerning a consumer.
2. Theft or destruction of Agency property, consumers' personal possessions, or other employees' possessions.
3. Immoral or inappropriate behavior while on duty.
4. Insubordination, refusing to perform assigned duties, or refusing to work scheduled or emergency overtime.
5. Inappropriate discussion or disclosure of confidential information concerning a consumer or an employee.
6. Use or possession of intoxicating beverages on Abbott House property or while on duty.
7. Use or possession of narcotics or drugs (without a prescription), or sale of narcotics or drugs, on Abbott House property or while on duty.
8. Reporting to work under the influence of alcohol, illegal drugs, or narcotics, or in a physical condition making it unsafe or unsatisfactory to continue employment.
9. Fighting or gambling on Agency premises.
10. Altering, falsifying or making a willful misstatement of fact (including omissions) on personnel or other Agency records.
11. Signing the attendance sheet for another employee, or altering or falsifying information on time sheets.
12. Repeated failure to sign in or out.

13. Soliciting tips or gratuities from consumers or visitors.
14. Leaving work without permission or abandonment of your position.
15. Failure to properly notify your supervisor of an absence.
16. Leaving your duty area during working hours without supervisory approval.
17. Inappropriate personal appearance, dress or personal hygiene while on duty.
18. Threatening, intimidating or coercing consumers, visitors or fellow employees.
19. Excessive absenteeism or lateness.
20. Possession of unlawful or dangerous weapons.
21. Repeated injuries due to personal carelessness.
22. Smoking in unauthorized areas.
23. Refusal to comply with safety and fire regulations or sanitation rules and regulations.
24. Taking more than allowable time for meals or rest periods or performing personal work on Agency time.
25. Inefficiency and/or negligence in performance of assigned duties.
26. Misrepresenting reasons for a leave of absence or other time off from work.
27. Failure to report back to work from authorized leave or vacation.
28. Sexual harassment or any other form of harassment, of another employee or a consumer or other third party.
29. Holding or borrowing money or personal property from consumers.
30. Sleeping or napping on the job during duty hours.

Section 3: The foregoing list illustrates those types of conduct that might lead to discipline, up to and including termination of employment. The list is not intended to be all-inclusive, however. The Employer retains the right to impose discipline, up to and including termination of employment, whenever an employee's conduct warrants such action.

Section 4: If the discharge of an employee results from conduct relating to a consumer, and the consumer does not appear at the arbitration, the arbitrator shall not consider the failure of the consumer to appear as prejudicial.

Section 5: The term "consumer" for the purposes of this Agreement shall include those seeking admission and those seeking care or treatment, as well as those already admitted.

Section 6: Upon discharge, an employee must return all Employer property to his/her supervisor.

Section 7: The employer agrees that suspensions without pay pending the conclusion of its investigation into an incident shall not continue indefinitely, and the Employer shall attempt to conclude such investigations within fifteen (15) working days, unless the absence or unavailability of an employee, consumer or witness, or other business reasons (such as the number of open investigations) precludes such a prompt determination. The employee on suspension may use any accumulated vacation time during the period of suspension. If, at the conclusion of its investigation, the Employer concludes that there was no misconduct by the suspended employee, then he/she shall be reinstated with back pay for the period of suspension. If the employee used accumulated vacation time during the period of suspension, the time used during the suspension will be restored to the employee's vacation balance.

Section 8: A Union representative shall have the right to represent employees at investigatory and disciplinary meetings, when an employee requests such representation. If a shop steward represents the employee, the shop steward's attendance at the meeting must be consistent with Article VII, Section 4 (maximum of sixty (60) minutes per week and subject to the approval of the supervisor).

Section 9: The Employer will provide notice to the Union of the termination or suspension of a bargaining unit employee under this Article. This notice will generally take the form of an email. In the event that the Employer fails to provide notice under this Section, that failure will not create an independent contract violation, and will not affect the underlying discipline decision.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as a complaint or dispute which involves the interpretation of, administration of, or compliance with a specific provision of this Agreement, during the term of the Agreement or any written extension of it. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below.

Section 2: A grievance may only be filed by an employee covered by this Agreement, by the Union or by the Employer. If the Union files the grievance, the adversely affected employee shall be identified.

Section 3: Nothing in this article precludes an employee from raising and resolving a work place issue with management.

Section 4: All grievances must be submitted to the Employer in writing; within ten (10) working days after the events(s) giving rise to the grievance occurred or within ten (10) working days after those events reasonably should have been known to the employee or the Union.

Section 5: Grievances shall be processed in the following manner:

Step One:

The aggrieved employee or Union representative may, submit a grievance within the time period specified in Section 4 above to the House Manager or his/her designee. The grievance shall be in writing and shall identify (1) the contract clauses allegedly violated, (2) the employer representatives, if any or employees involved, (3) a brief description of the claimed violation, and (4) the specific nature of the relief requested. If the grievance is not so presented within the time period specified in Section 4, above, the grievance shall be considered waived. In the case of a suspension pending investigation, the time to file a grievance shall not commence until the date that the Employer has concluded its investigation and made its determination of disciplinary action, if any.

In the case of grievances filed by the Employer, the Employer shall present the grievance in writing to the person designated by the Union. If not presented within seven (7) working days after the event(s) giving rise to the grievance occurred or within seven (7) working days after those events reasonably should have been known to the Employer, the grievance shall be considered waived.

Step Two:

If the grievance is not settled at Step One, the Union representative may then present the grievance in writing to the Employer's Program Director designee. In the case of grievances filed by the employer, the employer shall present the grievance to the person designated by the Union. If the grievance is not presented by the Union or the Employer at Step Two within five (5) working days after it was presented at Step One, the grievance shall be considered waived. Within five (5) working days after receiving the grievance at Step Two, the Employer or the Union, as the case may be, shall submit a written answer to the grievance.

Step Three:

If the grievance is not settled at the Step Two, the Union representative may then present the grievance in writing to the Employer's Assistant Executive Director for Human Resources or her designee. In the case of grievances filed by the Employer, the employer shall present the grievance to the person designated by the Union. If the grievance is not presented by the Union or the Employer at Step Three within five (5) working days after it was presented at Step two, the grievance shall be considered waived. Within five (5) working days after receiving the grievance at Step Three, the Employer or the Union, as the case may be, shall submit a written answer to the grievance.

Section 6: Grievances relating to terminations and suspensions may be initiated at Step Two.

Section 7: If at any time the time limits contained in this procedure are not satisfied by the Union, the grievance shall be closed for all purposes. If the Employer fails to meet any of the time limits set forth in this Agreement, it is understood that the grievance will be deemed denied at that Step. The time limits in this Agreement shall not be deemed waived except by the mutual written consent of the Employer and the Union.

Section 8: It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members or employees covered by this Agreement engage in any action in violation of Article 8, "No Strike or Lockout", the Employer shall not be required or in any way be obligated to comply with Article 10, "Grievance Procedure" or Article 11, "Arbitration" until such time as the unlawful actions cease.

Section 9: All time limits may be extended by mutual written agreement between the Employer and the Union.

Formatted: Justified

ARTICLE 11

ARBITRATION

Section 1: A grievance, as defined in Article 10, "Grievance Procedure", which has not been resolved thereunder may, within ten (10) working days after completion of Step Two 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 (AAA). The arbitration shall be conducted under the Rules then prevailing of the AAA, except as modified by this Agreement.

Section 2: No individual employee may institute an arbitration proceeding.

Section 3: The fees and expenses of the AAA, the arbitrator and the hearing room shall be borne equally by the parties. If either party requests an official transcript, each party will pay half. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the costs of the other.

Section 4: The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

Section 5: The arbitrator's jurisdiction shall be exclusively confined to the facts and circumstances giving rise to the grievance and the issues presented on the face of the grievance. The arbitrator shall have the authority only to interpret the terms and provisions of the Agreement and shall have no authority to add to, subtract from, modify or change any of the provisions of this Agreement. The arbitrator shall have the authority only to deny or uphold the grievance. The arbitrator shall have no power to engage in any form of interest arbitration. The arbitrator may not issue any award which provides any monetary remedy which includes any time before ten (10) working days before the grievance was filed. Damages, if awarded, shall be reduced by the grievant's receipt of unemployment compensation benefits, worker's compensation benefits, earnings from another source and employment and / or earnings from another source.

Section 6: The arbitration hearing shall be held within thirty (30) calendar days of appointment of the arbitrator or as soon as practicable thereafter. Neither side shall be entitled to more than one (1) adjournment of that date, unless there is mutual consent.

Section 7: There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator. Accordingly, in the absence of mutual consent of the parties, an arbitrator may not be presented with or rule upon more than one grievance.

Section 8: It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps and time limits shall be required before a grievance can proceed to arbitration unless the parties agree otherwise in writing.

Section 9: Arbitrators' decisions are to be rendered within thirty (30) calendar days of the submission of briefs, unless the parties otherwise agree.

Section 10: The parties agree to a process of expedited arbitration for grievances relating to disciplinary terminations of employment. Subject to mutual agreement, the parties may submit other grievances – i.e., grievances that do not relate to disciplinary terminations of employment – to expedited arbitration. The process for expedited arbitration shall be consistent with this Article, except as modified by Section 11, below.

Section 11: The parties agree to use one of the arbitrators listed below for expedited arbitrations. The parties will select the arbitrator who is able to hear the case – consistent with the parties' schedules – on the earliest date, unless one of the parties objects to that particular arbitrator for that case. Each party shall be able to use one such objection in each case. However, independent of that objection, either party may exclude an arbitrator who has heard the most recent arbitration case between the Employer and the Union.

ARTICLE 12 **HOURS OF WORK AND OVERTIME**

Section 1: The regular work week will continue to be forty (40) hours per week, eight (8) hours per day. However, the Employer retains the right to create, modify, and abolish work shifts and the starting and ending times and duration of the work shifts.

Section 2: All employees are expected to work all hours assigned, including overtime. The Employer will attempt to inform the affected staff member of the required overtime with as much advance notice as possible.

Section 3: Employees are expected to remain at work until their replacement has arrived.

Section 4: All non-exempt employees are entitled to overtime pay when it becomes necessary to work more than forty (40) hours in a work week. Overtime payments are based upon time and one half of the employee's regular hourly rate. A supervisor or other member of management must expressly authorize the overtime.

Section 5: An employee who is unable to report for work at his or her scheduled start time must notify his or her immediate supervisor at least four (4) hours before the employee's regularly scheduled start time. If the absence exceeds one day, the employee must contact his or her immediate supervisor each day at least four (4) hours before his or her regularly scheduled

start time. An employee who is absent without reporting in shall be considered a "voluntary quit," and his or her employment shall be terminated.

Section 6: Nothing in this Article shall be interpreted as a guarantee of any particular number of hours of work in any week or days of work in any week.

ARTICLE 13 **SENIORITY/LAYOFF**

Section 1: For the purposes of this Agreement, seniority shall be defined as the length of a regular full-time and a regular part-time (benefits eligible) employee's continuous service from his or her most recent date of hire by the Employer. The seniority of such employees with the same starting date shall be established in alphabetical order of the employees' last names.

Section 2: Such employees shall lose all accrued seniority and all rights under this Agreement, and his or her employment shall be terminated when he or she:

1. quits, resigns or terminates voluntarily;
2. is discharged for cause;
3. is laid off for a period that exceeds six (6) months;
4. is out of work and unable to return for a period that exceeds six (6) months; fails to return to employment following a layoff or leave of absence;
5. is absent without notifying the Employer, unless the employee can provide a reason for the failure to provide notice which is satisfactory to the Employer; or
6. violates the No Strike - No Lockout article.

Section 3: The Employer shall furnish the Union with an up-to-date seniority list on a quarterly basis. This list shall be simultaneously posted on the bulletin board. Any employee who believes there is an error in his or her seniority date as listed must present facts substantiating his or her position. If no objection is raised within thirty (30) calendar days of the posting of the list, the date on the list will be presumed to be correct.

Section 4: In the event of a lay off, the layoffs will be implemented by inverse order of seniority, with the least senior employee in the affected location being the first laid off.

Section 5: In the event of a layoff, the Employer will provide, whenever possible, at least twenty-four hours notice to the Union and the affected employee(s) before the layoff takes effect.

ARTICLE 14
JOB OPENINGS

Section 1: In cases where there is a vacant bargaining unit job the Employer has decided to fill, the Employer will post such vacancies for seven (7) working days. Such notices shall include the job title, location, shift or hours, job description and qualifications, and deadline for applications.

Section 2: All interested candidates must apply in writing to be considered for the job. The Employer will consider applications, currently in the form of a request for transfer, from all qualified employees.

Section 3: The Employer shall select from among the qualified employees on the basis of ability. In making such determinations, the Employer shall be entitled to consider the employees' skill, experience, performance, work record, attendance and attitude. When the Employer determines that the abilities of two or more employees are equal, then seniority shall prevail.

Section 4: Where a non-bargaining unit employee has greater qualifications, he/she may be selected over a qualified bargaining unit employee.

ARTICLE 15
HEALTH AND SAFETY

The Employer shall make reasonable provisions for the safety and health of its employees during their employment. The Employer shall provide the equipment necessary for the protection of the health and safety of employees.

ARTICLE 16
ANNUAL PHYSICAL EXAMINATIONS

Section 1: Each employee shall complete an annual or periodic physical examination and accompanying tests as required by the Employer and/or by law or regulation.

Section 2: The Employer conducts reasonable suspicion substance abuse (drug and alcohol) testing. This testing shall be performed pursuant to the Employer's policies and is currently performed by a lab under contract with the Employer. An employee may not satisfy required substance abuse testing by use of his/her personal physician.

ARTICLE 17
TRANSFERS

Section 1: Employees who apply for and are granted a transfer to a vacant bargaining unit position that the Employer has decided to fill, will serve a three (3) month trial period.

Section 2: Employees who voluntarily transfer to a vacant bargaining unit position may seek to return to their previous position during the three (3) month trial period. If the previously held position is one the Employer intends to fill, but has not yet filled, the employee may return to the position. The position is "filled" once the Employer has extended an offer to an outside applicant, or extended an offer that was accepted by an internal applicant.

Section 3: The Employer may involuntarily transfer employees from one location to another for operational reasons. Where the transfer of employees is required for operational reasons, the transfers will be made based upon need, which may include the need for specific individuals to transfer to another location. Where the transfer of specific individuals is not required, transfers will be made based upon inverse order of seniority at the location. An employee transferred involuntarily to a comparable position shall not suffer a diminution in his/her base rate of pay.

ARTICLE 18 **UNPAID LEAVES OF ABSENCE**

Section 1: An employee shall be entitled to take time off from work for service in the uniformed armed forces in accordance with applicable law. Time off for this purpose shall be without pay.

Section 2: Eligible employees shall be entitled to leave under the FMLA in accordance with applicable law and the Employer's policy.

ARTICLE 19 **STAFF DEVELOPMENT/TRAINING**

Section 1: The Employer shall provide appropriate training, in-services, and other programs necessary for employees to perform the duties of their jobs.

Section 2: The Employer shall provide reasonable notice of such training, in-services, and other programs, which will be scheduled to permit employees on all shifts to participate.

Section 3: All employees are required to attend mandatory in-service programs. Employees who attend mandatory in-service programs on non-working time will be paid for the time spent in such programs.

Section 4: The Employer requires that employees obtain and maintain certain certifications, such as approved medication administration personnel (AMAP) certification, SCIP, CPR and/or First Aid certifications, which the Employer believes are necessary to performance of the job. An employee's failure to obtain and maintain any of these trainings or certifications shall constitute just cause for termination of employment, and any such termination shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 20
SAVINGS CLAUSE

Section 1: In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court or government agency of competent jurisdiction, such invalidation shall apply only to that portion thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect. Any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and shall thereupon become a part of this Agreement.

Section 2: If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of New York, 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 21
EFFECT OF CONTRACT

Section 1: This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties and the Employer shall not be bound by anything not expressed in writing herein and may, from time to time, modify any policy or past practice not set forth herein. Such modification shall not give rise to a bargaining obligation.

Section 2: No provision in this Agreement shall be modified, amended or altered except by an instrument in writing executed by the parties hereto.

Section 3: Nothing contained in this Agreement shall be construed to prevent an employee from presenting a grievance directly to the Employer or prevent the Employer from adjusting or settling such grievance, so long as the Union has an opportunity to be present at such meeting.

Section 4: The Employer shall not make any Agreement with any employee or group of employees that modifies or conflicts with this Agreement.

ARTICLE 22
VACATION

Section 1: All Regular full-time and part-time employees who work 17 1/2 hours or more per week are eligible to receive vacation.

- a. A new employee must complete the 6 months introductory period before taking vacation.
- b. An employee on an unpaid leave of absence will not continue to earn vacation during this leave. Vacation will resume accruing once the employee returns to a regular work schedule.

- c. Supervisory approval is required prior to an employee's vacation.
- d. Vacation will be accrued on a pro-rated basis each period. Vacation will accrue up to a one year maximum. Once you have reached this maximum, no additional vacation will accrue until you have reduced your vacation balance.
- e. Vacations accrued as follows:

Completed years of Service	Annual Earned Vacation Days
1	10
2	10
3	15

Section 2: Vacation must be requested in writing and will be scheduled according to the needs of the Employer with consideration of the employee's preference. On or before May 1 of each year, each employee will submit his/her vacation request for the period from June 1 - September 30. On or before October 1 of each year, each employee will submit his/her vacation request for the period from November 1 - December 31.

Section 3: The Employer will respond to the vacation requests by posting the vacation schedule on or before May 15 (for the period from June 1 - September 30) and on or before October 15 (for the period from November 1 - December 31). In cases in which the same time off is requested by more employees than the Employer will approve, the Employer will grant vacation requests in order of seniority, beginning with the employee with the greatest seniority.

Section 4: Vacation requests shall be granted on a rotating basis, so that priority vacation periods are not monopolized. The rotation shall begin with the employee having the greatest seniority. Employees are not entitled to take the same weeks in consecutive years unless other employees have had the opportunity to request that week.

Subject to staffing needs, each eligible employee shall have the chance to take at least one (1) week off during the period from June 1 - September 30 and at least one (1) week off during the period from November 1 - December 31. No employee shall be entitled to take more than one (1) week during the period from June 1 - September 30 and more than one (1) week off during the period from November 1 - December 31 until every eligible employee has been given a chance to take at least one (1) week off during each of those priority vacation periods. If there are not enough weeks available, preference shall be granted according to seniority.

Section 5: Vacation time requested after May 15 must be requested in writing at least two (2) weeks in advance, and will be granted on a first come, first served basis, subject to the needs of the Employer. When simultaneous requests are made, the Employer will grant vacation requests in order of seniority, beginning with the employee with the greatest seniority. The Employer will respond to vacation requests within two weeks (14 calendar days). Vacation time requested after May 15, which is requested less than two (2) weeks in advance, may be granted at the sole discretion of the Employer.

Section 6: Vacation pay at Termination. Vacation earned but not taken will be added to the employee's final paycheck, subject to the employee providing adequate written notice in case of resignation (equal to the employee's annual vacation entitlement) and working through the date of termination. The maximum vacation pay the employee can receive is equal to one year's accrual. An employee's actual last day worked becomes his/her termination date.

ARTICLE 23
SICK DAYS

Employees will earn sick leave credit at the rate of 7 days per fiscal year, which runs from July 1 to June 30th. Sick leave may accumulate up to a maximum of 120 days. Part-time employees earn sick leave on a pro-rated basis. There is no cash value for unused sick leave in the event of separation.

If you are out sick for 3 or more consecutive days, you will be required to provide a doctor's note to your supervisor. If you fail to provide a doctor's note, it will be necessary to charge your benefit time (i.e. vacation or personal business). Please note: If you have no benefit time on the books, it will be deducted from your pay.

In connection with this policy, the Agency reserves the right to verify illness by requiring the employee to provide a doctor's note, and to deny pay and/or impose discipline (even with a doctor's note), in cases involving excessive absenteeism or abuse of sick time.

1. No other changes to the contract. All proposals not agreed to and described herein are deemed withdrawn. These terms shall constitute the full and complete agreement between the Employer and the Union.
2. The terms contained in this offer constitute the Employer's final offer. If this offer is not accepted and ratified, the Employer reserves the right to modify these terms on the basis of business or operational reasons, changed circumstances, or other reasons.

ARTICLE 24
HOLIDAYS

The nature of child care work makes it impossible for all employees to be off on a holiday. Therefore, if you are scheduled to work on a holiday, or if a holiday falls on a day when you are scheduled to be off, your supervisors will arrange with you for a mutually agreeable alternate day off.

New Year's Day
President's Day
Independence Day
Election Day (*Presidential*)
Christmas Day

Martin Luther King Jr.'s Birthday
Memorial Day
Labor Day
Thanksgiving Day

If you wish to observe a holiday not specified above, you should request permission from your supervisor. This time off may be charged to earned vacation time or personal business.

Holidays which fall on a Saturday will be observed on the previous Friday. Holidays which fall on a Sunday will be observed on the following Monday. If a holiday occurs while you are on a paid vacation, it will be counted as a holiday, not as a vacation day.

If you are working on a holiday, the deferred day off must be taken within thirty (30) days following the date of the scheduled holiday. Holidays which fall on a Sunday will be observed on the following Monday. If a holiday occurs while you are on paid vacation, it will be counted as a holiday, not as a vacation day.

If you are working on a holiday, the deferred day off must be taken within thirty (30) days of following the date of the scheduled holiday. Accrued holidays that are not taken within this time frame will be forfeited, and are not paid out upon separation.

If an employee working in a Group Home or SPDD home works on an Abbott House paid holiday, he or she may elect to receive whatever Holiday Pay they are entitled to for that day, in lieu of taking time off at a future date. They should note on their time sheet that they are electing to receive the Holiday Pay.

Emergency/Bereavement Leave

Employees will be allowed up to three (3) days emergency leave for each death, serious illness or other emergency in the immediate family. Immediate family is defined as your parents (including parents-in-law), grandparents, spouse or domestic partner, children, or siblings.

ARTICLE 25 WAGES

Full-time and regular part-time employees who work in bargaining unit positions will receive a one-time, lump sum payment. The maximum possible lump sum payment is \$1,800.00 (less lawful deductions). The lump sum payment will be pro-rated as follows:

- a. **Regularly Scheduled Employees hired on or before December 31, 2015:** Full-time employees will receive \$1,800 (less mandated taxes). The payment will be pro-rated for those who are scheduled to work less than one full-time equivalent (FTE).
- b. **Regularly Scheduled Employees hired between January 1, 2016 and June 30, 2016:** Full-time employees will receive \$600 (less mandated taxes). The payment will be pro-rated for those who are scheduled to work less than one FTE.
- c. **WSP Employees hired before June 30, 2016 (must have provided services during 2016):** These employees will receive a pro-rated share based on hours worked January 1, 2015 -- June 30, 2016.

In order to be eligible to receive the one-time lump sum payment, employees must be employed on the date that the lump sum payment is made.

ARTICLE 26
HEALTH INSURANCE

The Agency will continue to offer health and dental insurance to the bargaining unit employees on the same terms on which it is offered to other Agency employees. The Agency will continue to make adjustments to the plans, such as changes in plan design, consistent with the past practice, in the interest of controlling the increase in the premium cost. During the current plan year (Aug. 1, 2016 - July 31, 2017), employees will contribute the same contribution amount as they contributed during the prior plan year.

All full-time and part-time employees scheduled to work thirty (30) hours or more per week, who have completed three (3) months of service, are eligible for individual or family medical / dental insurance benefits.

The waiver payments described below are eliminated effective July 1, 2013, subject the following exception: employees who opted out and received the waiver payments prior to July 1, 2013 will continue to receive the waiver payments so long as they continue to opt out of the health insurance.

If an employee elects not to accept medical insurance with Abbott House, and submits proof that he/she is covered under outside medical insurance, the employee will be eligible for a medical waiver additive to his/her annual salary. This additive will be prorated biweekly over 26 pay periods. . Employee with a spouse or domestic partner or a child will receive a medical waiver additive of \$1500.00. Employee without a spouse or domestic partner or child will receive a medical waiver additive of \$1000.00.

If an employee that is waiving medical insurance has a spouse or domestic partner who is also eligible for medical benefits through Abbott House, the employee will receive a \$1,000 adjustment to their annual salary instead of the \$1500 normally given to an employee with a spouse or domestic partner or child.

ARTICLE 27
RE-OPENER

The parties agree to meet during June of 2017 and June of 2018 to discuss wages and health insurance, including the premium contribution. The No-Strike and No-Lockout provisions of the agreement remain in effect for the three-year duration of this agreement, without regard to the parties' discussion of wages under this provision.

ARTICLE 28
AGENCY'S FINANCIAL POSITION

The agency faces significant fiscal challenge now and for the foreseeable future. The Agency may determine that it is necessary to make changes to address these challenges. These changes may include changes to terms of employment such as hours, wages and benefits, and may include furloughs in which employees work a reduced schedule for a period of time. In the event the Agency determines that it is necessary to implement such changes, the Agency will notify the union and, upon request, will bargain over such changes.

ARTICLE 29
RETIREMENT

As a matter of principle and basis policy, the Agency accepts the responsibility for providing a retirement plan for employees. Employees are eligible to participate in the Abbott House 403(b) plan if they are at least 21 years of age. A discretionary percentage of the employee eligible compensation may be contributed by Abbott House. You must have completed 1 year of service and work at least 1000 hours per year to be eligible to receive the discretionary employer contribution.

ARTICLE 30
LONG TERM DISABILITY

The Agency will continue to offer a full paid long-term disability plan to all staff working thirty (30) hours or more per week.

ARTICLE 31
LIFE INSURANCE AND A.D.D

Life insurance benefits are available to all eligible staff members. All employees working thirty (30) hours or more are eligible for life insurance and accidental and dismemberment benefits. Eligible bargaining unit employees are entitled to life insurance coverage, equal to 1 1/2 times their annual salary, after one (1) year of continuous employment.

ARTICLE 32
PERSONAL BUSINESS DAYS

Effective January 1, 2012, each full-time person will accrue 4 personal days per year. Part-time employees will receive a pro-rata share. Employees will be credited with a personal day on January 1, April 1, July 1 and October 1. Personal business days are not paid out upon separation. Unused personal time will be forfeited at the end of the fiscal year (June 30).

ARTICLE 33
LABOR-MANAGEMENT COMMITTEE

Section 1: The Employer and the Union, desiring to foster a mutually beneficial relationship and avoid controversies and unnecessary disputes through productive communications, will establish a joint labor-management committee to meet during the first year of this 2013-16 collective bargaining agreement. Either party may choose to discontinue its participation in the Committee after the first year of this 2013-16 collective bargaining agreement.

Section 2: The Committee shall consist of three (3) employees selected by the Union and three (3) members of management selected by the Employer. Nothing herein shall preclude either the Employer or the Union from having a professional representative attend the Committee meeting. In addition, the Union may bring an additional representative to observe the Committee meetings and the Employer may bring other management representatives (in addition to the three (3) selected for the Committee) to observe or to serve as a resource at Committee meetings. The parties expect that, in general, the Employer and the Union will have an equal number of representatives at Committee meetings.

Section 3: The Committee shall meet twice per year, and the meetings will be scheduled based upon mutual agreement, and subject to the Employer's needs. Committee members shall be released to attend meetings of the committee, provided operational conditions permit. The committees will meet during the regular business day for a period not to exceed two (2) hours.

Section 4: The Committee shall discuss issues arising under the collective bargaining agreement and/or relevant to the parties' relationship. The Committee shall not discuss matters that relate to other, non-bargaining unit, employees or matters over which the Employer would not be required to bargain. Each party shall present to the other its proposed agenda for the meeting at least five days prior to the meeting date.

Section 5: In order to facilitate honest and open discussion, the Committee shall have no authority to change, delete or modify any of the terms of the collective bargaining agreement, or to settle grievances, unless the parties agree in writing to such changes or settlements. Issues raised at the committee level shall be considered "off the record" and shall not be publicized or introduced as evidence in any other forum, unless a resolution of the issue is reduced to writing. No matter relating to or addressed between the parties shall be grievable or arbitrable. Nothing raised before the committees shall delay the time limits under Article 10 (Grievance Procedure) and Article 11 (Arbitration).

ARTICLE 34
DURATION

This Agreement shall be effective from June 1st, 2016 until May 31st, 2019.

FOR: UFCW LOCAL 888

FOR: ABBOTT HOUSE

Date: _____

Date: _____