

AGREEMENT BETWEEN
TEAM INC.
AND
SEIU LOCAL 32 BJ

May 1, 2021 - April 30, 2025

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AGREEMENT

This Agreement is made and entered into by and between TEAM, Inc. (hereinafter "Agency"), with its principal place of business in Derby, Connecticut, and Local 32BJ Service Employees International Union, (hereinafter "Union"), acting for and on behalf of itself and the employees covered by this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

In accordance with applicable statutes, the Agency and the Union do not unlawfully discriminate against any employee because of age, sex, race, color, religion or religious creed, national origin, marital status, ancestry, citizenship status, military or veteran status, gender identity or expression, sexual orientation, genetic information (including family medical history) pregnancy, present or past history of mental disability, intellectual disability, learning disability or physical disability including but not limited to HIV/AIDS or blindness, Union membership or activity, or any other category protected by federal, state or local laws. Discrimination or harassment based on palliative marijuana use or smoking or use of tobacco products outside of employment is also prohibited.

ARTICLE 1 - RECOGNITION

Pursuant to a Certification of Representative issued by the National Labor Relations Board in Case No. 39-RM-19, the Agency recognized the Union as the sole bargaining agent for all its regular full and part-time employees excluding guards and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, nothing shall be deemed to limit the Agency's authority in any way to exercise the regular and customary functions necessary to manage its business, and all rights, powers and authorities to manage its business, whether exercised or not, shall remain solely and exclusively in the Agency, including, but not limited to, the following: to determine the methods for operating the training, education and manpower programs it operates; to determine types of equipment and procure additional equipment; to plan the programs and work; to direct the employees.; to hire, discipline and discharge for just cause; to determine the number of employees to be laid off and when layoffs shall occur; to transfer employees; to prescribe and enforce reasonable work rules, policies and procedures, and, change them from time to time, provided that employees are notified; to subcontract work; to determine the number of shifts and work schedules; to determine the method of distributing pay; to maintain efficiency of operations and general standards of service; to determine assignments and duties for all classifications; to select and employ supervisory employees; to determine places of performing operations; to train employees; to determine the number of employees in each program; to exercise discretion and control over the Agency's organization and the methodology of performing its work; and to decide the number and locations of properties and determine whether or not to continue or discontinue ownership and/or operation of any of them. The Agency shall have the right to change total work hours, schedules and discuss program changes with employees after consultations with the Union, subject to the Union's right to grieve any and all such changes. Prior notice of such program changes shall be provided to the Union staff

representative and Stewards in the affected areas.

ARTICLE 3 - RESPECT & DIGNITY

Section 1

All employees of the Agency, regardless of position, are entitled to be treated with respect and dignity at all times. Disagreements between persons are expected to be dealt with privately and professionally. Accordingly, whenever it becomes necessary to discipline an employee, any disciplinary discussion shall take place so as to apprise the employee of his or her shortcomings while avoiding embarrassment or public display. The only exception is being in instances, which are deemed to create an imminent of health or safety hazard to oneself or others.

ARTICLE 4 - UNION SECURITY

The Agency agrees that all employees covered by the terms of this Agreement shall as a condition of employment become members of the Union no later than the thirty-first day after their date of hire or the effective date of this Agreement, whichever is later, and shall thereafter retain such membership in good standing during the term of this Agreement. The requirement of membership hereunder is satisfied by the payment of the financial obligations of the Union's initiation fee and periodic dues uniformly imposed.

ARTICLE 5 - PAYROLL DEDUCTION OF UNION DUES

Section 1

The Agency will deduct from the pay of employees the membership dues and initiation or reinstatement fees and American Dream Fund contributions of SEIU Local 32BJ provided that the Agency is presented with written authorization signed by such employees on a form agreed upon by the Agency and the Union and provided by the Union.

Section 2

The Agency will deduct dues as described above from employees. If an employee who has authorized a deduction on the form described above has no pay due him/her on the day of the month specified for the deduction, the Agency will deduct such dues from the next regular pay which is due him/her.

Section 3

New employees shall serve a probationary period of ninety (90) days. The Union will save the Agency harmless by reason of any such dues deduction and will promptly refund any such dues found to have been erroneously or improperly deducted.

Section 4

The Agency will submit to the Union a seniority list upon request.

ARTICLE 6 - SENIORITY

Section 1

Seniority shall be defined as the length of an employee's continuous service with the Agency from the employee's last date of hire within the bargaining unit. For the purposes of service, seniority shall not accumulate during periods of layoffs beyond thirty (30) days. Seniority or continuous service shall be broken by voluntary resignation, retirement, discharge for just cause, failure to notify the Agency within five (5) working days following notice of recall (a copy of which shall have been sent to the Union), layoff for a period of more than one (1) year and absence for illness for a period of more than six (6) months. An employee's seniority may be extended, by agreement of both parties, for an additional six-month period of absence for illness (to a maximum of one (1) year) with a doctor's certification of the employee's inability to work.

Section 2

No employee shall obtain seniority or other rights under this Agreement until he/she has been continuously on the payroll of the Agency for a period of ninety (90) calendar days. During such time that employee shall be on probation and may be terminated by the Agency in its sole discretion for any reason whatsoever, and neither the employee nor the Union, on the employee's behalf, shall have recourse to the grievance and arbitration procedures contained elsewhere in this Agreement.

Section 3

Upon the completion of a probationary period, an employee's seniority date shall be retroactive to that employee's last date of hire.

Section 4

Provided all things are equal, i.e., ability and qualifications to do the job, seniority shall govern all transfers, shift changes, promotions and assignments to preferential jobs within each program.

Section 5

Any time allowed for unpaid leaves of absence shall not be included in total accumulated service time, except for unpaid leaves for medical reasons.

Section 6

It is understood that the initial determination as to qualification and ability to perform a certain job shall be made by TEAM Inc. administration. The Union reserves the right to challenge that determination through the grievance procedure.

ARTICLE 7 - LAYOFF AND RECALL

Section 1 – Notice

Employees shall be provided with fourteen (14) days written notice of any layoff or reduction of hours and/or days. Notice provided less than fourteen (14) days prior to implementation shall be cause for severance pay or maintenance of pay rate for a period of two (2) weeks.

Section 2 - Layoff Order

In the event of a reduction in force due to lack of work, probationary or temporary employees within the affected job classification (as defined in Article 17) shall be laid off first without regard to their individual periods of employment. Non-probationary employees within the affected job classification shall be laid off next in reverse order of their bargaining unit seniority.

Section 3 - Vacancies

In the event that an employee is scheduled to be laid-off and there exists a vacant position within the same classification and program which the employee has the abilities and qualifications to perform, then, bargaining unit seniority shall prevail in assigning such employees scheduled to be laid-off to a vacant position.

Under such circumstances, the employee scheduled for layoff shall be provided with the opportunity to fill the position if he/she has the abilities and qualifications to perform the work and the language regarding vacancies under Article 18 shall not apply.

Section 4 - Displacement Rights

An employee who is scheduled to be laid-off may elect to fill a vacancy in accordance with section 3 above, or may elect to displace and take the schedule of another employee within his/her classification and program but such displacement should be limited as follows:

- a) The employee shall first displace the employee with the least seniority in the same classification within the same program.
- b) If the employee cannot displace under Section 4(a) above, then the employee shall displace the employee with the least seniority in a lower level classification within the same program.
- c) Under no circumstances shall an employee displace another employee in a different program.
- d) Under no circumstances shall an employee displace another employee who is at a higher-level classification in the same or a different program.
- e) An employee that elects to fill a lower level classification within the same program will have their pay adjusted to reflect the pay for that classification.

- f) Under no circumstances may a part-time employee displace a full-time employee or vice-versa regardless of seniority.

Section 5 - Recall

- a) An employee who has been laid-off shall have recall rights to a job of a similar nature for a period equal to his/her length of service but not to exceed one (1) year. However, if an employee is recalled from layoff to the same classification and general work assignment and refuses the job offer, she/he will forfeit all recall rights.
- b) Whenever a vacancy 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. Under such circumstances, the language regarding vacancies under Article 18 shall not apply.
- c) If a vacancy occurs in a classification from which no employee has been laid-off or has been transferred, then employees on layoff who have been identified as having demonstrated the ability and qualification to perform the work and who have worked in the same or a higher-level classification in the program shall be recalled accordingly to seniority.
- d) Seniority shall not accumulate during periods of layoff beyond thirty (30) calendar days.
- e) Actual notice or notices sent certified mail to the employee's last known address constitute a reasonable effort by the Agency to reengage employees who are on the recall list.
- f) Recall shall take place in the same manner and in inverse order of layoff. Failure to notify the Agency in writing within five (5) working days following notice of recall will result in the termination of all recall rights.
- g) It is understood that the initial determination as to qualification and ability to perform a certain job shall be made by TEAM Inc. administration. The Union reserves the right to challenge that determination through the grievance procedure.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1

The purpose of this grievance procedure shall be to maintain cooperation and understanding between the Union and the Agency and to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise affecting the interpretation of this Agreement. Nothing in this Agreement shall be construed as limiting the right of an employee having a problem to discuss the problem informally with his/her supervisor. All parties are strongly encouraged to use good faith effort to resolve issues before moving forward to a grievance.

Section 2

The grievance shall be limited exclusively to a claim of misapplication or misinterpretation of a specific provision of this Agreement or to a claim that an employee has been discharged, suspended, demoted or disciplined without just cause. All grievances shall be in writing, giving a short statement, which identifies the article and section of this Agreement, which is allegedly misapplied or misinterpreted, and a short statement of the facts supporting the grievance. The written statement of facts must include the date, who was involved, details of the occurrence, and the requested remedy. In the event of an interpersonal mistreatment grievance, details may be summarized to avoid any conflict.

Section 3

Any disciplinary action other than oral warning shall be stated in writing, giving the reason(s) for the disciplinary action and a copy given to the employee and to the Union stewards and a copy mailed to the Union. All records pertaining to an employee's work history shall remain in his/her personnel file. The Agency will review the disciplinary records of each employee on a yearly basis and, if the offense is nonrecurring, the Agency shall remove the written warning from the file. Overturned disciplinary actions shall be removed from the employee's personnel record within seven (7) business days after final decision.

Section 4

Any employee in the bargaining unit shall have the right if he or she so chooses to union representation in any interview with the Employer that the employee reasonably believes may lead to discipline. Upon such request, the Employer will end the interview until such Union representation is arranged.

Section 5

Time is of the essence in the grievance procedure as well as throughout this Agreement. Since it is important that grievances be processed as promptly as possible, the number of days indicated at each step will be construed as a maximum. The time limits specified, may however, be waived by mutual agreement.

Section 6

Grievances shall be settled in the following manner:

a) Step One – Grievances must be filed by the aggrieved employee and/or Union steward with the employee's supervisor within seven (7) working days of the event or omission-giving rise to the grievance. The supervisor shall answer the grievance in writing within seven (7) working days of his/her receipt of the written grievance.

b) Step Two —If the employee and/or the Union steward is not satisfied with the decision of the supervisor, the grievance shall be submitted to the President / CEO of the Agency or his/her designee within seven (7) working days of receipt of the decision of the supervisor. The Union may initiate a grievance at Step 2. The Union representative and the President / CEO and/or his/her designee shall discuss the grievance within seven (7) working days of its receipt unless such discussions are mutually waived. The President / CEO and/or his/her designees shall then answer the grievance in writing within seven (7) working days of this meeting with his/her decision.

c) Step Three —If the employee and/or the Union steward is not satisfied with the decision of the President / CEO, the grievance shall be submitted to the Board of Directors or their designated representative within seven (7) working days of receipt of the decision of the President / CEO. The Union representative and the chair of the Board of Directors and/or his/her designated representative shall discuss the grievance within fourteen (14) working days of its receipt unless such discussions are mutually waived in writing. The chair of the Board of Directors and/or his/her designee shall then answer the grievance in writing within seven (7) working days of this meeting with his/her decision. Grievances concerning discharges or suspensions may be instituted at Step Two.

d) Step Four —If not settled, the grievance originally filed may be submitted to arbitration. This shall be accomplished by the Union notifying the chair of the Board of Directors in writing within seven (7) working days of the Board of Director's answer of its desire to proceed to arbitration. Any grievance submitted to arbitration shall be referred to the Connecticut State Board of Mediation and Arbitration or to the American Arbitration Association at the choice of the party seeking arbitration.

Section 7

The arbitrator designated in accordance with this article shall decide only one (1) grievance at a time. The award shall be final and binding on both parties as provided by law. The arbitrator shall be bound by and must apply all of the terms of this Agreement and shall have no power to add to, subtract from or in any way modify the provisions of this Agreement.

Section 8

Any time limits specified in this article may be extended by the mutual agreement of the parties. If a grievance is not submitted to a higher step in accordance with the time limits specified therein, it shall be deemed settled on the basis of the decision at the previous step or withdrawn as the case may be.

Section 9

Each party shall bear its own expenses for arbitration, provided that both parties shall equally bear the cost of expenses of the arbitrator.

Section 10

Nothing in this Agreement shall prevent the Agency from taking a grievance to arbitration.

ARTICLE 9 - WAGES

Section I

Effective with the first day of the first pay period in May, 2021

- Existing employees will receive a 3.35% wage increase
- Existing Food Service Workers (formerly Kitchen Aides/Managers) will receive \$13.50 per hour
- Existing Teacher's Aides with 6+ mos. experience will receive \$13.96 per hour
- Existing Teacher's Aides with a CDA or 12 ECE credits will receive \$14.77 per hour
- Employees hired after May, 2021 will be placed on the appropriate step for their position based on education and experience. The wage scale, except for job classifications listed above, shall be increased by 3.35%

Effective with the first day of the first pay period in May, 2022

- Existing employees will receive an increase based on the Head Start COLA
- Existing Food Service Workers (formerly Kitchen Aides/Managers) will receive \$14.50 per hour
- Existing Teacher's Aides with 6+ mos. experience will receive \$14.72 per hour
- Existing Teacher's Aides with a CDA or 12 ECE credits will receive \$15.38 per hour
- Employees hired after May, 2022 will be placed on the appropriate step for their position based on education and experience. The wage scale, except for job classifications listed above, shall be increased by the Head Start COLA.

Effective with the first day of the first pay period in May, 2023

- Existing employees will receive an increase based on the Head Start COLA
- Existing Food Service Workers (formerly Kitchen Aides/Managers) will receive \$15.50 per hour
- Existing Teacher's Aides with 6+ mos. experience will receive \$15.50 per hour
- Existing Teacher's Aides with a CDA or 12 ECE credits will receive \$16.00 per hour
- Employees hired after May, 2023 will be placed on the appropriate step for their position based on education and experience. The wage scale, except for job classifications listed above, shall be increased by the Head Start COLA.

Effective with the first day of the first pay period in May, 2024

- Existing employees will receive an increase based on the Head Start COLA
- Employees hired after May, 2024 will be placed on the appropriate step for their position based on education and experience. The wage scale shall be increased by the Head Start COLA.

Section 2 - Education Bonus

Any employee covered under this agreement who has satisfactorily completed course work for a work related degree shall receive the following one-time lump sum bonus upon submission of documentation to that effect:

<u>Education Level Achieved</u>	<u>Amount</u>
AA/AS	\$250
BA/BS	\$450
MS/MA	\$500

Section 3 - Pay in the Higher Classification

If an employee is required to work a higher rated position, the employee shall receive a differential of 10% or the rate for the position whichever is higher for all work performed in the position for periods longer than one week (5 days).

ARTICLE 10 - INSURANCE AND PENSION BENEFITS

Section 1 - Health and Dental Insurance

Team Inc. will provide Health and Dental Insurance to all eligible full-time employees.

- A) Effective August 1, 2015, TEAM will offer a choice of plan designs that will feature traditional co-pay plans as well as high-deductible plans with Health Savings Accounts.
- B) Effective August 1, 2018, TEAM's monthly contributions will be:

Employee Only	\$574.35
Emp. + Spouse	\$1,011.13
Emp. + Child(ren)	\$1,040.91
Family	\$1,305.69

TEAM has the discretion to increase defined contributions for health insurance in future years.

- C) TEAM will provide reimbursements towards in and outpatient deductible costs for traditional copay plans (a maximum of \$1,250.00 for Plan 1, \$1,500.00 for Plan 2 and \$1,000 for Plan 3 per employee per plan year)
 - D) TEAM will make one-time contributions of \$500/\$750 towards a Health Savings Account for employees who select a high deductible plan.
 - E) Employees will be required to sign affidavits regarding spousal coverage. Spouses who are eligible for coverage outside of TEAM's will be charged a surcharge.
 - F) TEAM has the right to make changes to health insurance coverage, including eligibility requirements, as mandated by the Affordable Care Act.
- Employees' share of dental insurance premiums shall be 30% of the base dental plan.

Section 2 - Payroll deductions for Premium Co-payments

- a) It is understood and agreed that these contributions shall be made through payroll deductions for all full-time bargaining unit employees.
- b) Any employee on unpaid sick leave beyond 6 months must pay full premiums to continue health insurance.

Section 3 - Additional Insurance

TEAM, Inc. shall provide the following insurance to full-time employees who have completed their probationary period, including part year Early Education employees:

- a) Due to the new, employee-funded State of Connecticut Paid Leave, Short-Term Disability Coverage will no longer be provided by TEAM as of January 1, 2022.
- b) Long-term Disability: Insurance will be provided and will commence once short-term disability insurance benefits have expired, this insurance shall be in the amount of fifty percent (50%) of an employee's salary.
- c) Life Insurance: Insurance in the amount of one times the employee's annual salary to a maximum of \$50,000.

- d) Accidental Death and Dismemberment: Insurance in the amount of one times the employee's annual salary to a maximum of \$50,000.
- e) Employees may have the opportunity to purchase voluntary insurance products.

Section 4 - Part-Time Employees

Part-time employees working at least 20 hours per week shall be covered by Life Insurance, and Accidental Death and Dismemberment in the amount of one times the employee's annual salary to a maximum of \$50,000.

Section 5 - Pension Plan

Full-time and part-time employees working at least 1,000 hours per year may elect to participate in the pension plan. The Agency shall match one hundred percent (100%) of employee contributions made to the plan through payroll deductions from one percent (1%) up to a maximum of six percent (6%) of an employee's salary. Contributions to the plan that are eligible for matching contributions must be made in whole percentages of an employee's salary. Descriptions of the plan are available upon request. The Agency shall determine investment options and vesting schedules. Any future changes in the vesting schedule will affect only those employees hired after the date that the changes go into effect. Current employees will retain the schedule in effect at the time of hire.

Section 6 - Buyout

Employees shall have the right to waive insurance coverage, provided the employee can show proof of other insurance coverage. Employees eligible for this waiver may sign a written waiver and shall, in return, receive a "buy-out" of \$100 dollars per month.

Section 7 - Right to Change Carriers

TEAM shall have the right to change insurance carriers provided that the benefit level shall be not less than existing coverage. The Union shall be informed of any such change as early as possible.

ARTICLE 11 - HOLIDAYS

Section 1

- a) The following paid holidays shall be observed by all employees who have completed their probationary period:

New Year's Day	Veterans Day	Christmas Day
Memorial Day	Martin Luther King Day	Day before or after Christmas
President's Day	Independence Day	Thanksgiving Day
Labor Day	Good Friday	Day after Thanksgiving
Columbus Day		

- b) In order to qualify for holiday pay all non-probationary employees must work her/his scheduled work date immediately preceding and following the holiday unless:
- the employee had been approved vacation time, personal time, bereavement time, or jury duty by the agency; or,
 - the employee provides medical certification indicating that the employee was treated for illness or injury on the day preceding and/or following the holiday in question.

Failure to meet these requirements will result in forfeiture of holiday pay.

Section 2

All non-probationary part-time employees are entitled to receive their regular rate of pay based on their regular schedule for that day.

Section 3

Non-probationary employees shall receive the above holidays as paid holidays.

ARTICLE 12 - VACATIONS

Section 1 - Vacation Accrual

- a) Full-time/Full year employees shall be entitled to vacation each year with pay as follows:

<u>Period of Continuous Employment</u>	<u>Amount of Paid Vacation</u>
0 to 7 Years	Fifteen (15) days
8 Years (84 months) and Greater	Twenty (20) days

- b) Vacation days are to be accrued in hourly increments on a pay period basis and may not be utilized until the completion of six (6) months of employment.

Section 2 - Vacation Requests

Vacation requests of 1 day or less, must be submitted a minimum of 1 week in advance.

Vacation requests of 2-4 consecutive days off, must be submitted a minimum of 2 weeks in advance

Vacation requests of 5 or more consecutive days off, must be submitted a minimum of 1 month in advance.

	Description	Response Timeframe
Short Term Request	Vacation requested 90 days or less from the date of the time off request	Supervisor will respond as soon as possible but no later than 10 business days
Long Term Request	Vacation requested more than 90 days from the date of the time of request	Supervisor will respond as soon as possible but no later than 10 days after the 90-day threshold (which is 90 days prior to the date of requested time-off) was met.

Requests may be denied if approval would be detrimental to program operations and the delivery of services.

Section 3 - Usage

No vacation time accrued can be taken during the first six (6) months of employment and will be forfeited if employment is terminated either voluntarily or involuntarily within the probationary period. Employees who are discharged, or whose services are otherwise terminated, will be granted accrued vacation up to the last pay period worked to a maximum of vacation pay.

Section 4 - Maximum Accruals

- a) Employees may not accrue more than twenty (20) vacation days. Effective as of October 1, 2018, any employee who is over the maximum accrual will have their balance adjusted accordingly. Employees will not accrue vacation time until the number falls below twenty (20) vacation days.
- b) Vacation shall accrue only for time worked.

Section 5 - Part-time Employees

All Part-time employees shall accrue vacation at the rate of five (5) days per year.

ARTICLE 13 - SNOW DAYS

Section 1

The Agency head or designated representative will make individual determinations regarding changes to business operations based upon site-specific weather conditions. On any day, that a site or program is closed due to weather, regular employees will be paid without any deduction from accrued paid leave, i.e. vacation or personal time.

Section 2

Holiday and snow day pay for part-time employees shall be based on their regular schedule for that day.

ARTICLE 14 - LEAVES OF ABSENCE

Paid Time Off

Section 1 - Sick Time

- a) The Agency provides full-time employees who have completed their probationary period each year with paid sick leave as follows:

<u>Period of Continuous Employment</u>	<u>Amount of Paid Sick Days</u>
0 to 7 Years	Eight (8) sick days
8 Years and Greater	Ten (10) sick days

- b) The Agency will comply with Connecticut state sick leave laws for part-time employees.
- c) Sick Leave may be accumulated up to sixty (60) days for use in case of serious illness or a maternity leave. Effective January 1, 2022, sick leave may accumulate up to thirty (30) days. Any bargaining unit employee who has accrued more than the thirty (30) days will maintain them but will not be able to accrue over thirty (30) days.
- d) Sick Days shall be credited in hourly increments on a pay period basis.
- e) Upon completion of a probationary period employees will be credited with three months of accumulated sick days.
- f) Sick time shall accumulate only during time worked and paid time off. Unused sick time cannot be converted into money or vacation time.
- g) In case of illness, employees must notify their supervisor of use of sick time at least one hour prior to start of the workday. A doctor's (M.D.) certificate may be required after three (3) consecutive days of sick leave.
- h) Absence may be taken without pay with approval from a supervisor.
- i) Sick time is a benefit not to be abused. Patterns of sick time abuse are subject to progressive discipline.

Section 2 - Personal Days

- a) The Agency provides full-time employees who have completed their probationary period each year with paid personal days as follows:

<u>Period of Continuous Employment</u>	<u>Amount of Paid Personal Days</u>
0 to 7 years	Three (3) personal days
8 Years and Greater	Four (4) personal days

Effective January 1, 2010, newly hired employees will receive:

<u>Period of Continuous Employment</u>	<u>Amount of Paid Personal Days</u>
0 to 7 Years	Two (2) personal days
8 Years and Greater	Three (3) personal days

- b) Personal Days for full-time employees are awarded at the beginning of the calendar year.
- c) New Employees will have the number of days pro-rated based on the date of hire until the end of the first calendar year (December).
- d) All Part-time employees shall receive one (1) pro rated personal day every six (6) months.
- e) Personal Days must be taken within the specified calendar year and do not accumulate from year to year.
- f) One (1) personal emergency day can be taken without prior approval of the supervisor. Supervisors must be notified at least one (1) hour prior to start of the workday.
- g) A request to use Personal Days, with the one emergency exception, must be made a minimum of twenty-four (24) hours in advance. Request may be refused if approval would be detrimental to the program and delivery of services. Requests to use consecutive personal days must be approved by the employee's supervisor.

Section 3 - Bereavement Days

Up to three (3) days of bereavement time will be granted when death occurs within the immediate family (husband, wife, domestic partner, parents, parents-in-law, children, step-children, foster children, adopted children, brother, sister, son-in-law, daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt, and uncle).

Section 4 - Jury Duty

An employee may serve as a juror without loss of any pay; that is, the Agency will pay the difference between the employee's regular daily pay less the pay allowed by the court to the juror for a period not to exceed sixty (60) days. Travel and meal expenses are not to be added to the pay for computing this difference.

Article 15 – Unpaid Time Off

Employees will not accrue paid time off while on any unpaid leave.

Section 1 - Emergency Personal Leave

Upon approval from the Supervisor and H.R. Coordinator or Executive Director, emergency personal leave can be taken as needed for a period of time not to exceed thirty (30) days. Whenever possible, requests for an extension will be granted with the appropriate approvals. Such leave shall not be unreasonably denied.

Section 2 - Maternity Leave of Absence

Requests for leave of absence which are due to pregnancy, childbirth or related medical conditions shall be treated the same as requests for leave of absence for disabilities

caused or contributed to by other medical conditions. Maternity leaves must be requested in writing and include length of time requested.

- a) Full-time employees may supplement insurance benefits with paid sick, vacation or personal time, not to exceed one-hundred percent (100%) of regular pay.
- b) Part-time employees may use paid sick, vacation or personal time during leave.
- c) Upon return, the employee will retain her seniority and position, with no change in salary.

Section 3 - Military leave

Military leave, for employees who have at least six (6) months of service with the Agency, may be taken for which the Agency will recompense the employee for the difference between a two (2) week pay less the allotment received for the military duty.

Section 4 - Union Leave

Union leave shall be provided, with no loss of pay, for attendance at conferences, institutes, seminars, or other union activity. Such leave will not exceed five (5) workdays per year for the entire bargaining unit. Union leave shall be granted upon ten (10) days notice to the Agency by the Union.

Section 5 - Family and Medical Leave

The Agency agrees to abide by all Federal and State laws pertaining to Family and Medical Leave.

ARTICLE 16 - NO STRIKE/NO LOCKOUT

The Agency agrees that during the term of this Agreement there shall be no lockouts. The Union agrees that during the term of this Agreement there shall be no strikes, slowdowns, mass absenteeism or stoppages of work or other interference with the Agency's operation. Any employee participating in or encouraging, aiding or abetting such action shall be subject to disciplinary action, including discharge.

ARTICLE 17 - GENERAL PROVISIONS

Section 1 – Union Agreement

If any article, section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid by a court of law or an arbitrator as a result of the mutual agreement of the parties to submit the issue to arbitration, the validity of the remaining portions of this Agreement shall not be affected. It is the intent of the parties that no portion of this agreement shall remain inoperative or fail by reason of the invalidity of any other portion. The parties shall attempt to negotiate a substitute of any invalidated article, section, sentence, clause or phrase.

Section 2 - Union Visitation

A Union official shall have access to the Agency premises for the purpose of investigating whether or not the terms of this Agreement are being complied with, representing employees who are being investigated for disciplinary reasons and in order to attend prearranged meetings with Agency officials.

Section 3 - Definitions

- a) Positions of employment within the Agency may be defined as follows:

Full-time/Full year A position in which an employee is scheduled to work thirty (30) hours or more per week and fifty-two (52) weeks a year.

Part-time/Full year Position in which an employee works less than thirty (30) hours per week and fifty-two (52) weeks per year.

Temporary Temporary employees are not covered by this Agreement and have no rights hereunder. A temporary employee is defined as an employee who is hired for a specific period of time, which shall not exceed ninety (90) days. The temporary appointment may not be extended unless a temporary employee is filling a vacancy created by a regular employee on approved disability leave. The Agency shall not use temporary employees to avoid calling back members of the bargaining unit who are on lay-off status.

Substitute Substitute employees are not covered by this Agreement and have no rights hereunder. Substitute employees will be utilized to fill in for bargaining unit members who are out on an approved leave or a position vacancy.

Contract Position Contract employees are not covered by this Agreement and have no rights hereunder. Grant funded position that is of a particular length of time which

may exceed the limits of Temporary employees but which is not part of the bargaining unit. The agency shall inform the union of the contract position: title, responsibilities, and duration.

b) General Definitions:

Domestic Partner Two individuals, of the same-sex, who live together in a long-term relationship of indefinite duration. There must be an exclusive mutual commitment similar to that of marriage, in which the partners agree to be financially responsible for each other's welfare and share financial obligations.

Qualifying Criteria:

- a) Joint mortgage or lease or other appropriate written evidence of common residence such as joint utility bills;
- b) Designation of domestic partner as primary beneficiary in the domestic partner's will, life insurance plan, or retirement plan;
- c) Durable property or health care power of attorney;
- d) Joint checking account or joint credit union;
- e) Must be unmarried;
- f) Must meet the age requirements for marriage and not be related by blood to the degree prohibited in a legal marriage in the State of Connecticut.

Section 4 - Job Classifications by Program

- a) Early Education
Classifications: Family Support Specialist, Child and Family Educator, Home Visitor, Head Teacher, Head Teacher – EHS, Assistant Teacher, Teacher's Aide, Office Assistant, Food Service Worker
- b) Elderly Services
Classifications: Meals on Wheels Driver, Family Support Specialist, Office Assistant
- c) Support Services
Classifications: Family Support Specialist, Senior Energy Assistant, Energy Assistant, Office Assistant

Section 5 - Safety

The Agency shall make every effort to protect the health and safety of its employees. Unsafe working conditions shall immediately be called to the attention of the employee's immediate supervisor and the HR Director. A joint labor management safety committee shall be established during the contract term to discuss safety and health-related problems at the workplace. If a dispute cannot be resolved by the parties, it may be submitted to arbitration after first being submitted for Grievance at Step Two (2) in pursuant to the grievance procedure contained elsewhere in this Agreement.

Section 6 - Union Literature

The Union shall be allowed the use of a bulletin board for Union literature. The Agency shall provide Union bulletin boards in the central office and offsite locations.

Section 7 Union Work

Work that is reserved for the bargaining unit shall only be performed by members of the bargaining unit.

Section 8 - Worker's Compensation

Workers' compensation: Employees who are entitled to worker's compensation shall have the option, of using accumulated sick leave time for the difference between their worker's compensation benefits and their regular rate of pay.

Section 9 - New Employees

New bargaining unit employees shall receive a copy of the current Agreement and a list of Stewards on the first day of employment. Copies shall be supplied by the Union.

Section 10 - Mileage

Effective 9/1/01, employees who use personal vehicles for company business shall be reimbursed at the current IRS rate.

ARTICLE 18 - RECRUITMENT

Section 1 - Job Descriptions

The Agency shall maintain accurate job descriptions for each bargaining unit position, and shall provide the Union Stewards and Union Staff Representative with copies of each job description upon request. Additionally, upon request, job descriptions shall be reviewed jointly by the Agency and the Union. Any disagreement may be submitted through the grievance procedure.

Section 2 - Notice of Vacancies

A vacancy is defined as a bargaining unit position which no current employee holds and which the Agency desires to fill.

- a) Notices of vacancies shall be posted on the Union bulletin boards in each worksite for a minimum of seven (7) working days. Failure to make the posting available at any worksite shall result in an extension of the posting for an additional five (5) days. Notices shall include the job title, job description, the location of the position, number of hours a week and number of weeks per year.
- b) Probationary employees may not apply.
- c) Bargaining unit employees who have applied for and have been awarded another vacancy within the previous six (6) months may not apply for vacancies unless the vacancy is in a higher classification.
- d) Employees interested in applying for a vacancy must notify the human resources department in writing within seven (7) working days of the posting.
- e) Management reserves the right to make employment decisions, including those involving recruitment and hiring, based on requirements imposed by funding sources and accreditation.

ARTICLE 19- DISCIPLINE AND DISCHARGE

No non-probationary employee may be disciplined or discharged without just cause. The company will use progressive discipline, however; the Company and the Union recognize that certain offenses may lead to suspension or termination without prior discipline.

Among such offenses are:

- a) Possession or use of alcohol or drugs (except prescription drugs) on Company time or property;
- b) Fighting or threatening, harassing, intimidating or coercing anyone on Company time or property;
- c) Gross and substantial insubordination;
- d) Deliberately damaging, destroying or defacing the property of the Company or that of another employee;
- e) Theft of agency property, including falsifying hours worked.
- f) Possession of guns, ammunition, explosives or other weapons while on duty or on Company property or premise;
- g) Conviction of a felony;
- h) Maltreatment including physical, emotional and sexual abuse, neglectful treatment and exploitation of clients including but not limited to children, the elderly and persons with disabilities.
- i) Creating a safety hazard including failure to safely operate and Agency vehicle.
- j) No show/no call.
- k) Leaving a child alone or unsupervised while under the care of the Agency.

DURATION

This Agreement shall be in effect from May 1, 2021 until midnight, April 30, 2025. Negotiations between the parties will commence on or about March 2025 for a successor agreement after notification by either party has been made by certified or registered mail of the desire to amend or modify this Agreement.



SEIU Local 32 BJ



TEAM, Inc.