

AGREEMENT
BETWEEN
MYSTIC VALLEY ELDER SERVICES, INC.
AND
LOCAL 509
SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO
September 1, 2007 – August 31, 2010

TABLE OF CONTENTS

ARTICLE	1	RECOGNITION.....	3	
ARTICLE	2	INTRODUCTORY PERIOD.....	3	
ARTICLE	3	UNION MEMBERSHIP, AGENCY FEE.....	4	
ARTICLE	4	MANAGEMENT RIGHTS.....	5	
ARTICLE	5	HOURS OF WORK.....	5	
ARTICLE	6	SALARIES.....	7	
ARTICLE	7	HOLIDAYS.....	9	
ARTICLE	8	VACATIONS.....	10	
ARTICLE	9	SICK LEAVE.....	11	
ARTICLE	10	PERSONAL LEAVE.....	13	
ARTICLE	11	BEREAVEMENT LEAVE.....	13	
ARTICLE	12	GRIEVANCE AND ARBITRATION.....	13	
ARTICLE	13	DISCIPLINE AND DISCHARGE.....	15	
ARTICLE	14	UNION STEWARDS.....	15	
ARTICLE	15	VISITATION BY UNION BUSINESS AGENTS...	16	
ARTICLE	16	UNION BULLETIN BOARD.....	16	
ARTICLE	17	NO STRIKE/NO LOCKOUT.....	16	
ARTICLE	18	RESIGNATIONS.....	16	
ARTICLE	19	LAYOFF AND RECALL.....	17	
ARTICLE	20	UNPAID LEAVES OF ABSENCE.....	18	
ARTICLE	21	FAMILY OR MEDICAL LEAVE.....	19	
ARTICLE	22	CIVIC DUTY LEAVE.....		21
ARTICLE	23	ADMINISTRATIVE LEAVE.....	21	
ARTICLE	24	JOB DESCRIPTIONS.....	22	
ARTICLE	25	POSTINGS FOR JOB PROMOTIONS & TRANSFERS...	22	
ARTICLE	26	EVALUATIONS/PERSONNEL FILES.....	23	
ARTICLE	27	HEALTH, SAFETY & WORKING CONDITIONS.....	24	
ARTICLE	28	MISCELLANEOUS PROVISIONS....	24	
ARTICLE	29	NON-DISCRIMINATION.....	25	
ARTICLE	30	INSURANCE BENEFITS.....	25	
ARTICLE	31	TRAINING/EDUCATION...	26	
ARTICLE	32	DEPENDENT CARE LEAVE.....	27	
ARTICLE	33	EFFECT OF AGREEMENT.....	28	
ARTICLE	34	DURATION AND RENEWAL.....	28	
APPENDIX A			29	
APPENDIX B			30	
APPENDIX C			31	
APPENDIX D			31	
APPENDIX E			32	
APPENDIX F			32	
APPENDIX G			33	
APPENDIX H			33	

AGREEMENT made this 1st day of September, 2007 between Mystic Valley Elder Services, Inc., hereinafter referred to as the “Employer,” or the “Agency,” and Local 509, Service Employees International Union, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognized the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time Home Care Case Managers, Home Care/Community Care Connection Case Managers, Home Care/Managed Care/ Group Adult Foster Care Case Managers, Home Care/Nutrition Case Managers, Hospital Liaison Case Managers, Intake/Crisis Intervention Case Managers, Intake/Information & Referral Workers, Intake/Information and Referral Worker/Title III Transportation Coordinators, Protective Service/Elder At Risk Case Workers, Respite Care Case Managers but excluding office clerical employees, confidential employees, supervisors, managerial employees and all other employees.

Section 2.

(a) Any employee who in part or in whole is employed for a specially-funded project and who, at the time of such employment, is informed that such employment is for the duration of such specially funded project, shall be considered a “temporary employee,” and shall be excluded from the bargaining unit covered by this Agreement, provided, however, that such an employee, if not terminated at the expiration of the first year of such employment, shall, at the commencement of the second year of employment, be deemed a members of the bargaining unit and shall thereafter be governed by the terms and conditions of this Agreement.

(b) Any employee who is hired for a period of not more than twelve (12) months in a position other than one involving a specially funded project of the type referred to in the preceding sub-paragraph (a) of this paragraph 2, and who is informed at the time of hire that employment is for such a limited period, shall be deemed to be a “temporary employee” and shall be excluded from the bargaining unit covered by this Collective Bargaining Agreement.

Section 3. The term “full-time employee” as used in this Agreement shall mean any employee who regularly works thirty-six (36) hours per week and who has satisfactorily completed the introductory period or extension thereof referred to in Article II of this Agreement.

ARTICLE 2 – INTRODUCTORY PERIOD

Section 1. Bargaining Unit employees shall be required to serve an introductory period of four (4) calendar months. This period shall commence on the employee’s first day of work. This introductory period may be extended for a period of not more than three (3) calendar months by the Employer. If the introductory period is extended the reasons for the extension shall be put in writing on or before the end of the initial term of the introductory period and those reasons shall be placed in the employee’s personnel file.

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

Section 3. Any employee who resigns or is terminated by the Agency and who is subsequently rehired within three (3) months of the date of resignation or termination, shall be exempt from the provisions of Sections 1 above and shall be credited with all past service with the Agency. Any other employee, rehired by the Agency shall be treated as a new employee under Section 1 of this Article.

ARTICLE 3 - UNION MEMBERSHIP, AGENCY FEE

Section 1. Any employee working in a classification covered by this Agreement shall either (1) become a member of the Union in good standing or (2) tender to the Union a service fee equal to the periodic dues uniformly required as a condition of membership in the Union within sixty (60) days after the effective date of this Agreement or within sixty (60) days after his or her date of hire.

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

Section 3. Prior to a new employee's first day of work, the Employer will advise her/him that the Union is the collective bargaining representative for the bargaining unit.

Section 4. When a new bargaining unit employee is hired, the employer shall, once the offer of employment has been accepted, forward a copy of the letter offering employment, including the employee's rate of pay, to **Local 509, SEIU, 400 Talcott Avenue, Bldg. 131, Watertown, MA 02472.**

Section 5. Any employee who is a member of or adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect that hold conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support the Union as a condition of employment.

Section 6. It is further understood that any employee who did not join the Union, or any employee who holds conscientious objections to joining or financially supporting labor organizations, requests the union to use the grievance or arbitration procedure on her/his behalf, the Union is authorized to charge the employee for the reasonable costs of using such procedure. Prior to the inception of the grievance procedure and prior to the beginning of the arbitration procedure, the Union shall advise the grievant in writing of the reasonable cost of using such procedures. Should the costs of the grievance or arbitration procedure exceed the Union's estimate by a reasonable amount, the employee shall be thereafter liable for any such difference.

Section 7. The Employer will deduct, during the period of the Agreement, Union dues or equivalent service fees for each employee who submits an appropriate payroll deduction authorization, in writing, specifying the amount of said deduction. Such deductions will be made in each payroll period. If an employee wishes to revoke her/his dues deduction authorization, she/he may do so by written notice to the Union and to the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1. All management functions and responsibilities whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that same are expressly restricted by a specific provision of this Agreement. The management rights shall include, but not be limited to, the right to: to hire, fire suspend, discipline, layoff, transfer, promote and demote employees; to require physical and mental examination of employees as incident to their receiving benefits under any of the Employer benefit plans; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reassign caseloads, geographic areas served or unit supervisors; to reorganize, enlarge, reduce or discontinue an Agency function, position or department; to promulgate rules, regulations, professional standards and procedures relating to employment; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means and methods by which all operations of the Employer shall be carried out; to subcontract work and to take such other action as it deems necessary to maintain the goals and efficiency of the Employer's operations.

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

Section 3. In appropriate circumstance as determined by the Employer, other employees, including managerial or supervisory employees, may perform work usually done by employees in the bargaining unit. The fact that these employees do bargaining unit work will not result in their being included in the bargaining unit. The Employer hereby agrees that managerial or supervisory employees will not increase the percentage of time they currently spend on bargaining unit work if such increase means that bargaining unit employees are laid-off.

ARTICLE 5 - HOURS OF WORK

Section 1. The normal work week for all full-time employees is thirty-six (36) hours. This does not include time spent in a thirty (30) minute lunch period per day.

Section 2. The Employer shall determine and schedule the working days, daily starting time and the daily and weekly hours of work of each of its employees. Employees will be expected to report to their supervisor at the beginning and the end of each scheduled work day at the Employer's place of business, unless specifically excused from this requirement by their supervisor.

Section 3. A regularly scheduled work week will fall within the following hours:
7:30 AM to 8:30 PM Sunday through Monday. When Agency needs require that a bargaining unit employee be assigned to work in the evening or on Saturday or Sunday, the Employer shall first solicit volunteers for such work before assigning an employee to the work. A full-time employee's thirty-six (36) hours must be taken during five (5) consecutive days which may include Saturdays.

Section 4. A full-time employee, after completing his or her training period, must elect to work one of the following schedules provided he or she receives supervisory approval for his or her selection.

(a) Five Day Work Week

Days 1-4 8:30 AM - 4:15 PM Includes 1/2 hour unpaid lunch
Day 5 8:30 AM - 4:00 PM Includes 1/2 hour unpaid lunch

(b) Four Day Work Week

Four Days 7:45 AM - 5:15 PM Includes 1/2 hour unpaid lunch
Day 1 or 5 off

(c) Four and One-Half Day Work Week

Four Days 7:45 AM to 4:15 PM or 8:30 AM to 5:00 PM
Day 1 or 5 (No lunch period)

Work one of the following four hour periods:

7:45 AM to 11:45 PM
8:30 AM to 12:30 PM
12:00 PM to 4:00 PM
1:15 PM to 5:15 PM

Employees working a Four Day or Four and One-Half Day work week must be prepared to work on a scheduled day off if required to do so by their supervisor. In such circumstances, employees shall be entitled to compensatory time under the provisions of Section 9 below.

Section 5. Employees working a Four Day or Four and One-Half Day Work Week schedule may be required to switch their schedule at any time to meet Agency needs, provide vacation coverage, or as a result of an individual's performance. This may be done on a temporary or permanent basis.

Section 6. All employees shall be allowed time out for meals which shall be as follows: One-half (1/2) hour between the hours of 11:30 AM - 2:30 PM if the employee has worked at least three (3) hours prior to 12:00 noon. The meal period is unpaid.

Section 7. Overtime work shall be any work in excess of the normal work week hours. Incidental overtime, defined as nonrecurring time of one-half (1/2) hour or less per day, shall not be counted as compensable overtime.

Section 8. No overtime work shall be approved for payment unless prior approval for the overtime work has been obtained from the employee's supervisor. Authorized overtime shall be compensated in the following manner:

(a) Time worked beyond thirty-six (36) hours in a work week shall be compensated at the employee's straight time rate of pay up to forty (40) hours per week.

(b) Time worked in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

Section 9. Employees may be required to be "on call", to work additional hours, or to attend conferences or seminars in addition to their regular work week. On such occasions, employees shall be compensated for hours worked or for hours spent at the conference or seminar according to Section 8 (a) or (b) above.

Section 10. Employees who are required to carry a beeper and be on-call, shall be compensated at the rate of one hundred fifty dollars (\$150.00) or the amount set by EOE for the week when the employee is on-call; an additional thirty dollars (\$30.00) will be paid to employees who carry a beeper and are on-call on all Holidays listed in Article 7, except for Thanksgiving, Christmas Day, and New Year's Day on which they will be paid an additional sixty dollars (\$60.00). On-call employees will keep themselves within the radius of the beeper and be available for telephone calls and home visits, if necessary, during the entire on-call period. When an employee is on the beeper and is required to respond to an emergency situation, the employee shall be compensated for all time spent responding to the emergency.

Section 11. Meetings of the staff called by the Executive Director, Managers, or Supervisors for discussion of Agency business shall be held during usual working hours. Employees may be required to attend such meetings even if they are not scheduled to work at such time provided adequate notice of such meetings is given. In such cases, employees shall be given an equivalent amount of time off at their regular rate of pay. Employees will not be required to attend staff meetings when they are on vacation, on sick leave or on personal leave.

Section 12. Employees are expected to be at their desk and ready to work at the beginning of their regularly scheduled work day. Repeated or excessive tardiness shall result in disciplinary action. If employees are going to be late or absent, they must notify their supervisor and team of their absence or tardiness at least one-half (1/2) hour before their scheduled start time. To notify his/her supervisor, the employee must speak with the supervisor by telephone or, if unable to reach him/her by telephone, the employee must leave a voice-mail message stating that he/she will be absent or tardy on the supervisor's voicemail. Messages left at the reception desk will not be considered notification of an intent to use Sick Leave.

Section 13. The Agency will notify all bargaining unit members of the availability of overtime work within the bargaining unit. Any bargaining unit member interested in performing such overtime work shall indicate their interest in writing to the Director of Client Services. The Agency reserves the right to select from those employees who indicated interest the individual(s) who will perform the overtime work.

ARTICLE 6 - SALARIES

Section 1. The grade classifications and salary scales for all bargaining unit positions are attached hereto and made a part hereof as Appendices A and B of this Agreement. For Fiscal Year 2008, each employee shall receive a 1.5% salary increase effective July 9, 2007. In addition, for Fiscal Year 2008, employees shall receive a 2.5% salary step increase effective July 9, 2007, and shall move to the next step on the scale provided that he/she received a satisfactory performance evaluation. For Fiscal Year 2008, employees who have not completed their introductory period by June 30, 2007, will receive their 2.5% salary step increase upon successful completion of the introductory period. In the following Fiscal Years of the contract, on each employee's anniversary date, he/she shall move to the next step on the scale provided that he/she received a satisfactory performance evaluation. For Fiscal Year 2008, employees who have reached the final step and therefore would not receive a step increase, shall receive a 2.5% salary increase on July 9, 2007 in addition to the general salary increase described above.

Fiscal Year 2008 salary reserve funds will be distributed in accordance with the terms of the salary reserve, as provided for by the MA Legislature, and in any event will be in addition to any

salary increases outlined above. For Fiscal Year 2008, start rates will increase by the same percentage as the general salary increase above, and the salary reserve.

Section 2. On or about May 20, 2008 the Employer and the Union shall negotiate appropriate changes in salary. If the Employer and the Union fail to reach agreement, neither party shall be forced to arbitrate the dispute and the employees shall have the right to strike in support of their final position.

Section 3. New employees shall, in general, be placed at the START level of their respective classifications. However, the Executive Director has the discretion to place a new employee on any step of the salary scale.

Section 4. If a step increase is denied due to an unsatisfactory performance evaluation, the employee will be given a written statement of the reasons for the denial five (5) working days preceding the date when the increase would otherwise have taken effect. Following the denial of a step increase, the employee shall be allowed a ninety (90) day period in which to improve his/her performance to a satisfactory level. If at the end of this ninety (90) day period, the employee has brought his/her performance to a satisfactory level, he/she shall be granted a step increase retroactive to the employee's classification anniversary. In no event shall the ninety (90) day review period contained in this section preclude the Employer from taking any disciplinary action during these ninety (90) days.

Section 5. The Union may grieve the Employer's decision not to grant a step increase at Step 3 of the Grievance Procedure as outlined in Article XII of this Agreement. In the event that the Union wishes to invoke the arbitration procedure to challenge the unsatisfactory evaluation, the standard of review to be used by the arbitration panel shall be whether it is clearly erroneous. The decision of the panel shall be final and binding.

Section 6. Employees who work in more than one classification shall have their salary determined in the following manner:

(a) The proportion of the salary to be paid in each classification shall be the same as the proportion of the time assigned to that classification.

(b) The employee shall be placed on that step in his or her original classification as reflects years of service in that classification and on that step in a second classification as determined by the Executive Director.

(c) The employee shall retain two (2) anniversary dates for purposes of salary calculation, but shall have his or her annual evaluation done on the anniversary date of assignment to the later classification.

ARTICLE 7 - HOLIDAYS

Section 1. Full-time employees shall be entitled to a day off with pay for each of the following holidays if they fall on a regularly scheduled workday:

New Year's Day
Martin Luther King's Birthday
President's Day

Labor Day
Columbus Day
Veterans' Day

Patriots' Day
Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

If an above-noted holiday falls on a Sunday, eligible full-time employees shall be entitled to the Monday following the holiday off with pay. If an above-noted holiday falls on a Saturday, the Agency shall remain open on the Friday preceding the holiday with a reduced work-force. Employees who are required to work that day will be allowed to take an equivalent amount of time off for the hours they were required to work within the next thirty (30) days.

Section 2. The Agency shall remain open on the day after Thanksgiving with a reduced work force. Employees required to work that day will be allowed to take an equivalent amount of time off with supervisory approval for the hours they were required to work, within the next thirty (30) working days.

Section 3. Full-time employees may select one of the following work schedules below based upon their normal, regular, scheduled workweek, during the week in which one of the above-noted holidays falls. Management reserves the right to reassign employees to a different schedule from what the employee selects (and without regard to their normal, regular, scheduled workweek) based upon operational needs.

Five Day Work Week

Normal work hours to be implemented for the workdays, i.e., 8:30 a.m. to 4:15 p.m., except Friday (if holiday does not fall on Friday); Friday schedule is 8:30 a.m. to 4:00 p.m. Employee receives ½ hour unpaid lunch each workday.

Four Day Work Week

Three (3) nine (9) hour days (days to be scheduled at supervisor's discretion). Employees who choose this holiday workweek schedule will be charged up to 2.0 hours of vacation or personal time (if the employee has no vacation or personal time available he/she cannot choose this work schedule). Work hours to be established at the discretion of the supervisor. Employee receives ½ hour unpaid lunch each workday.

OR

Three (3) eight (8) hour days and one (1) four (4) hour day (days to be scheduled at supervisor's discretion). Employees who choose this holiday workweek schedule will be charged up to 1.0 hour of vacation or personal time (if the employee has no vacation or personal time available he/she cannot choose this work schedule). Work hours to be established at the discretion of the supervisor. Employee receives ½ hour unpaid lunch each workday.

OR

Four (4) workdays. Normal work hours to be implemented for the workdays, i.e., 8:30 a.m. to 4:15 p.m., except Friday (if holiday does not fall on Friday); Friday schedule is 8:30 a.m. to 4:00 p.m. Employee receives ½ hour unpaid lunch each workday.

Four and One-Half Day Work Week

Three (3) eight (8) hour days and one (1) four (4) hour day (days to be scheduled at supervisor's discretion). Employees who choose this holiday workweek schedule will be charged up to 1.0 hour of vacation or personal time (if the employee has no vacation or personal time available he/she cannot

choose this work schedule). Work hours to be established at the discretion of the supervisor. Employee receives ½ hour unpaid lunch each workday.

OR

Four (4) workdays. Normal work hours to be implemented for the workdays, i.e., 8:30 a.m. to 4:15 p.m., except Friday (if holiday does not fall on Friday); Friday schedule is 8:30 a.m. to 4:00 p.m. Employee receives ½ hour unpaid lunch each workday.

Section 4. Regular part-time employees shall receive pro-rated holiday pay on the basis of the percentage their part-time schedule bears to full-time employment/

Section 5. When a holiday falls during a work week and regular part-time employees lose the opportunity to work on the holiday, said employees may either (1) receive less pay for that work week or (2) work extra hours during that work week in order to receive their regular paycheck, or (3) charge the lost time to Personal Leave or Vacation Leave.

Section 6. Employees may request, in writing, of the Executive Director, to grant time off with pay for religious observances, such as Rosh Hashanah, Yom Kippur and Good Friday.

Section 7. In the event a holiday as set forth in Section 1 of this Article is observed during an employee's vacation, the employee, if otherwise eligible for said holiday, shall receive an additional day of vacation leave.

Section 8. If an employee's supervisor requires him or her to work on any of the holidays listed in Section 1 of this Article, with the exception of Saturday holidays observed as a skeleton day on Friday, said employee shall receive double time for each hour worked.

ARTICLE 8 - VACATIONS

Section 1. Full-time employees shall accrue vacation with pay according to the following schedule:

SERVICE	ACCRUAL RATE
From an employee's first day of employment up to the employee's second anniversary	4.16 hours on a bi-weekly basis
From an employee's second anniversary up to his or her fourth anniversary	4.85 hours on a bi-weekly basis
After an employee's fifth anniversary	5.54 hours on a bi-weekly basis

After each pay period of employment, an employee is credited with his or her earned vacation on an hourly basis. Vacations with pay will not be granted during the first six (6) months of employment, unless specifically authorized by the Executive Director.

Section 2. An employee may not carry over from one anniversary year to the next more than the previous year's accumulation of vacation leave.

Section 3. Vacation with pay cannot be taken in increments greater than 144 consecutive work hours. If Agency needs permit, the Supervisor may allow an employee to take a vacation with pay in increments greater than ten (10) consecutive work days.

Section 4. All vacations must be approved in advance by the Supervisor.

Section 5. All vacation requests for time off in excess of two (2) days must be submitted to the employee's Supervisor no less than ten (10) working days in advance of the first day of leave. One or two day vacation requests must be submitted to the employee's supervisor at least 24 hours in advance of the leave.

Section 6. The Executive Director, the **Human Resources Director**, the Program Managers and the Unit Supervisors shall determine the summer vacation time and Christmas holiday schedules. Requests for summer vacation time and Christmas holiday time must be submitted to their supervisor by May 15 and November 1 of each calendar year. Summer vacation schedules and Christmas holiday schedules shall be established by taking into consideration the desires of the individual employees where practicable and preference given to senior employees in case of a conflict, provided senior employees have given notice of a vacation preference by May 15 and November 1 respectively. Summertime vacations shall be defined as occurring between June 15 and September 15. Christmas holiday vacations shall be defined as occurring between the day before Thanksgiving and January 15.

Section 7. Regular part-time employees shall receive pro-rated paid vacations on the basis of the percentage their part-time schedules bear to full-time employment.

ARTICLE 9 - SICK LEAVE

Section 1. Full-time employees shall be allowed to accrue sick leave with pay as follows: Fifteen (15) days per anniversary year, at the rate of 2.08 hours per week - for employees who have completed the introductory period.

Section 2. Employees, during their introductory period, shall be entitled to a maximum of 21.6 hours of advance sick leave with pay; provided, however, if the employee leaves or is dismissed during or at the end of said introductory period, the amount paid for advance sick leave shall be charged to the employee at the time of final paycheck. Accrued personal leave may be used to offset advanced sick leave.

Section 3. Employees shall be entitled to **earn a** maximum of four hundred and thirty-two (432) hours of unused sick leave that can be used when an employee is unable to work due to illness. For each four hundred and thirty-two (432) hours of sick leave accumulated, staff will receive a bonus payment of \$500.00 payable on the following pay period. Employees can never accrue for use more than four hundred and thirty-two (432) hours of sick leave, i.e., maximum cap for the amount of hours of sick leave that can be used is four hundred and thirty-two (432) hours. For purposes of calculating bonus entitlement only, sick leave hours can accumulate over the four hundred and thirty-two (432) hour cap.

Section 4. Employees shall not be entitled at any time to receive any payment whatsoever for sick leave not used.

Section 5. The Agency reserves the right, as a condition to the granting of sick leave with pay, to require satisfactory medical evidence of illness, including a doctor's certificate. It may also require a doctor's written approval for an employee to resume work after an illness or injury. Whenever the Agency exercises this right it shall give the employee seven (7) calendar days to provide a doctor's certificate.

Section 6. Sick leave may only be used by the employee when he or she is suffering from an illness that makes it necessary for the employee to remain at home, see a doctor, or be in a hospital. Employees may use Sick Leave for medical, dental, mental health or optical examinations or treatment.

Section 7. In case of illness in an employee's immediate family which requires the employee's personal care or attention, the employee may apply a portion of her or his Sick Leave, not to exceed ten (10) working days per anniversary year, to care for the ill member of the immediate family or person living in the same household.

Section 8. Employees shall not be entitled to sick Leave if they are off the active payroll on any leave, absent without pay, on vacation, or eligible for coverage under the Workers' Compensation Act. If an employee becomes ill, physically incapacitated or hospitalized during his/her vacation period, that time shall not be counted as vacation but rather as Sick Leave. An employee who suffers such illness, physical incapacity, or hospitalization during his/her vacation period, must notify their supervisor, by the next business day following the onset of the condition; if the employee is physically unable to do so, a family member may provide such notice to the employee's supervisor. Additionally, the employee must provide medical documentation upon returning to work of the condition and its duration in order to convert the vacation time to Sick Leave. During the period in which an employee's coverage under the Workers' Compensation Act is being determined, an employee may use sick leave provided adequate medical evidence of the illness or injury is provided. Any sums received from the Workers' Compensation carrier for the days in which Sick Leave was used must be returned to the Agency.

Section 9. Regular part-time employees are entitled to pro-rated Sick Leave benefits on the basis of the percentage their part-time schedules bear to full-time employment.

Section 10. Holidays which fall during an employee's Sick Leave are not counted as absences due to illness.

ARTICLE 10 - PERSONAL LEAVE

Section 1. Full-time employees shall be entitled to thirty (30) hours of Personal Leave with pay during each anniversary year. Personal Leave cannot be used during the introductory period without the express permission of the Executive Director. At the beginning of the seventh (7th) year of employment, full-time employees shall be entitled to thirty-six (36) hours of Personal leave with pay during each anniversary year.

Section 2. Personal Leave shall be used for the personal affairs of the employee which cannot be conducted outside of normal working hours.

Section 3. Regular part-time employees shall be eligible for pro-rated Personal Leave on the basis of the percentage their part-time schedules bear to full-time employment.

Section 4. With the approval of an employee's Supervisor, Personal Leave may be combined with vacation leave or other leaves and may not be carried over in any amount from one year to another.

Section 5. Employees who terminate their employment are not eligible for payment for unused Personal Leave.

Section 6. Personal Leave must be approved at least 24 hours in advance and in writing by the employee's Supervisor, except in extraordinary circumstances.

ARTICLE 11 - BEREAVEMENT LEAVE

Section 1. An employee who suffers a death in his or her immediate family will be granted days off with pay equivalent to the number of days the employee is normally scheduled to work per week. The immediate family shall mean husband, wife, child, step-child, brother, sister, mother, father, step-parent, grandparent, grandchild, father-in-law or mother-in-law or person living in the same household.

Section 2. With supervisory approval, an employee may attend the funeral of a client during his/her regular work hours.

Section 3. The Executive Director shall have the discretion to grant additional time off for paid bereavement leave and/or bereavement leave for the death of others not listed in Section 1.

ARTICLE 12 - GRIEVANCE AND ARBITRATION

Section 1. The purpose of this article is to establish a procedure for the orderly resolution of grievances.

Section 2. A grievance as hereby defined is solely limited to a dispute involving the interpretation, application or compliance with the specific terms and conditions of this Agreement. All grievances shall be in writing and shall indicate which provisions of the Contract the grievant believes has been violated, and the date and circumstances involved in the alleged violation.

Section 3. Grievances shall be processed in the following manner:

Step 1.

Within ten (10) calendar days of the event which forms the basis of the grievance, the employee, with or without his or her steward, shall meet with the immediate Supervisor, present the supervisor with a written copy of the grievance and briefly discuss the matters outlined in the grievance. The Supervisor shall respond in writing within seven (7) working days of the grievance presentation.

Step 2.

If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the Director of Client Services within five (5) working days of the Supervisor's response. The Department Manager shall respond in writing within five (5) working days of the grievance presentation.

Step 3.

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

Section 4.

If the response given pursuant to Step 3, above, does not satisfactorily adjust a grievance, the grievance may be submitted, in writing, to arbitration, within thirty (30) days of the date of the written response given pursuant to Step 3, above. In all other cases, the Executive Director's decision shall be final and binding upon the parties and any employee(s) involved.

Section 5.

Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and shall constitute a denial of the grievance. By mutual agreement, the parties may extend the time limits in any of the steps listed above.

Section 6.

Arbitration shall be conducted through a Board of Arbitration consisting of one (1) representative selected by the Union, one (1) representative selected by the Employer and an impartial chairperson mutually chosen by the parties.

The procedure for arbitration shall be as follows:

(a) The Union representative and Employer representative shall meet forthwith to choose an impartial chairman, but no later than thirty (30) calendar days from the date of the demand for arbitration. If no selection can be made within such thirty (30) day period, then either party may request lists from the American Arbitration Association and selection shall be made in accordance with the Rules of Service.

(b) Hearings and Post-hearing activities shall be conducted in accordance with the voluntary Labor Arbitration Rules of the Service.

(c) The decision of a majority of the Board shall be the decision of the Board of Arbitration. The Board shall have no power to add to, subtract from modify, or disregard any of the provisions of this Agreement, nor shall it have power to establish or determine any new wage rate, job classification or job differential. The decision of the Board, which shall contain a full written statement of the grounds upon which the issue or issues are decided shall be final and binding on the Union and the Employer. The Union further agrees that should any proceeding involving the subject matters of the grievance submitted to arbitration be, at any time prior to the arbitrator's decision, submitted to or filed with or alleged in any complaint, charge or suit in any court or before any agency of the United States or any state, then such grievance, or any decision rendered thereon by the neutral arbitrator, may, at the option

of the Employer, be declared null and void and of no force and effect. If no majority decision can be reached, the grievance may be reprocessed for arbitration under Article XII, Section 6 (a) of this Agreement.

(d) Each party shall bear the expenses of preparing and presenting its own case. The compensation and expenses of the impartial chairman and any other expenses of such Board shall be borne equally by the parties.

(e) Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one (1) grievance except in cases of grievances arising within twenty (20) days of the initial grievance and related to the same issue.

Section 7.

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

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 1. Employees covered by this Agreement may be disciplined or discharged for just cause. The Employer will give written notice to any employee who is so disciplined or discharged. A copy of the notice will be mailed to the Union within five (5) working days of the notice to the employee, unless the employee requests that the Union not be notified of the discipline or discharge.

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

ARTICLE 14 - UNION STEWARDS

Section 1. The employees in the bargaining unit may select one (1) Union Steward per ten (10) bargaining unit employees from among the bargaining unit employees. The Union will notify the Employer of the Union Stewards.

Section 2. Only one Union steward at a time shall be granted time off without loss of pay for the investigation and presentation of a grievance in accordance with the provisions of this Agreement.

Section 3. The steward's activities are expected to be of short duration and they shall not unduly interfere with the performance of the steward's work or the operation of the Employer.

ARTICLE 15 - VISITATION BY UNION BUSINESS AGENTS

Section 1. Duly authorized agents of the Union may visit the Employer to speak with employees only after notice to and approval by the Employer's Executive Director for any such visit has been obtained. Such visits shall not be unreasonably denied and visits shall be restricted to the time and place so approved. Under no circumstances will there be any interference with normal work activities.

Section 2. No Union business shall be conducted on the Employer's time, except for matters related to the processing of grievances. With the permission of the Executive Director, Union meetings may be conducted on the Employer's premises during the lunch period at a place designated by the Executive Director. On infrequent occasions, the Executive Director may approve the use of the Employer's

premises for a Union meeting for up to one (1) hour after regular work hours provided the Union pays twenty dollars (\$20.00) for the hour.

ARTICLE 16 - UNION BULLETIN BOARD

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

Section 2. The bulletin board shall not contain the promotional literature of any candidate running for public office, nor posters which indicate endorsement of a particular candidate or which advocate the election of that candidate or position.

ARTICLE 17 - NO STRIKE/NO LOCKOUT

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

Section 2. The Employer shall have the right to discipline or discharge any employee or employees who urge, encourage, induce or participate in a violation of Section 1 of this Article. If such discipline or discharge is grieved, the only issue shall be the participation of the grievant in any of the activities prohibited by this Article.

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

ARTICLE 18 - RESIGNATIONS

Section 1. Employees who intend to voluntarily terminate their employment shall give the Employer at least ten (10) days written notice of their intent to resign.

Section 2. Employees who resign shall be entitled to any accrued vacation credit up to the date of separation.

Section 3. At the request of either party, a termination interview will be arranged between the Executive Director, or his/her designee and the resigning employee.

ARTICLE 19 - LAYOFF AND RECALL

Section 1. The subject matter of any reorganization or merger, including the lay-off of any employee or employees resulting from or relating to any such reorganization or merger, shall be in the sole discretion of the Employer and shall not be subject to the Grievance Procedure and/or Arbitration provided for in Article XII.

Section 2. Lay-off shall be by classification. The following classifications are recognized for lay-off purposes: Home Care Case Managers, Home Care/Community Care Connection Case Managers,

Home Care/Managed Care/Group Adult Foster Care Case Managers, Home Care/Nutrition Case Managers/Hospital Liaison Case Managers, Intake/Crisis Intervention Case Managers, Intake/Information and Referral Workers, Intake/Information and Referral/Title III Transportation Coordinators, Protective Service/Elder At Risk Case Workers, Respite Care Case Managers.

Section 3. If the Employer determines that a lay-off will occur in one of the above referenced classifications, the lay-off shall be effected as follows:

Step 1: Bargaining unit employees working in that classification shall be placed on a lay-off list.

Step 2: Staff on this list shall then be ranked in the decreasing order of their seniority.

Step 3: Lay-offs shall occur from the bottom of this list provided that after the lay-off the Employer has maintained its goals in the appropriate categories noted in its Affirmative Action Plan.

Section 4. Employees designated for lay-off under Step 3 above may bump the least senior bargaining unit employee of the Employer in the same or a lesser grade if the bumping employee (1) has previously held the position of the person being bumped or (2) has performed the job functions of the bumping position.

Section 5. If the bumping employee takes a position which has a lower pay grade than his or her present position, the bumping employee's new salary shall be at that step in the new classification which is commensurate with the employee's years of service in a bargaining unit position.

Section 6. At the time the lay-off decision is made, the Employer shall notify both the Union and the affected individuals of the lay-off decision and the date the lay-off is to become effective. Whenever practicable, the Employer shall give thirty (30) calendar days notice of the date of the lay-off. Within five (5) working days of said notice, employees must exercise their bumping rights referred to in Section 4 of this Article. Thereafter, if a bargaining unit employee volunteers to serve as a substitute for an individual who is to be laid off, and if the individual who is to be laid off is qualified to replace the volunteer, such replacement shall become effective as soon as practicable.

Section 7. In the event of a lay-off, the Employer agrees to contribute the same dollar amount to the employee's health insurance that it contributed at the time of lay-off for up to ninety (90) calendar days, or if the employee obtains other health coverage, whichever is sooner.

Section 8. Seniority shall be defined as the length of continuous service an employee has with the Employer, regardless of whether such service is part-time or full-time. Seniority shall not be broken when an employee is on authorized leave recognized under this Agreement. In the event that two (2) employees have the same seniority date, employee lay-off shall be determined by a lottery system.

Section 9. Employees who are laid off shall be entitled to receive all accrued vacation leave, in a lump sum payment at their current rate of pay at the time of lay-off.

Section 10. Any employee who is bumped or laid off shall be placed on a recall list for a period of eighteen (18) months. No new bargaining unit employee shall be hired until all bargaining unit employees on the recall list have had an opportunity to be placed in their former positions. Persons in a lay-off status shall be recalled in order of their seniority, provided they are qualified for the vacant position. An employee shall be considered for the new position if the employee has notified the

Employer in writing of his/her interest in recall and he/she included a mailing address in said notice. Employees shall be notified that they are eligible for recall by certified mail, return receipt requested. The Union shall be notified of the recall eligibility at the same time as the employee. The employee must respond affirmatively to the Employer that he/she wishes to be considered for the vacancy within ten (10) working days of when the postal service indicates that they first attempted to contact the employee.

ARTICLE 20 - UNPAID LEAVES OF ABSENCE

Section 1. Unpaid Leaves of Absence will be considered on an individual basis and will be granted at the discretion of the Executive Director taking into consideration the expected duration of the leave, the effect of the leave upon the workload of current employees and the needs of the Agency. In order to be eligible for a Leave of Absence, an employee must have completed his or her introductory period.

Section 2. Except in the case of an emergency, employees must request a Leave of Absence at least three (3) months before the requested start date of said leave.

Section 3. When approved, Leaves of Absence will be granted for a specific period of time, up to three (3) months duration. Extended periods of time may be granted at the discretion of the Executive Director.

Section 4. Employees returning from Leaves of Absence shall be reinstated to their former position if available or to a similar position. Returning to work prior to the expiration of a requested leave period is subject to the availability of unfilled positions.

Section 5. There shall be no accrual of benefits when an employee is on an unpaid Leave of Absence. However, employees shall not lose previously accrued benefits upon return from said Leave of Absence. Insurance benefits will remain in force only if the employee assumes 100% of the costs of those benefits during this unpaid leave, except that the Employer shall pay, for the first month that the employee is on Unpaid Leave of Absence, its share of the premium for any insurance plans in which the employee participates.

Section 6. An employee who is unable to report for work because of arrest or incarceration shall be placed on unpaid Leave of Absence which shall continue until final disposition of the charges. If the employee is freed on bail, resumption of active employment pending disposition of the charges will be determined after consultation between the employee's department head, the Personnel Director and the Executive Director to determine whether employment would be consistent with the safe and efficient operation of the Agency's business.

ARTICLE 21 - FAMILY OR MEDICAL LEAVE

Section 1. All full-time and regular part-time employees who have worked at least 1,250 hours within the previous twelve months are eligible for Family or Medical Leave if they have been employed by the Employer for at least twelve months of the date the leave begins. For purposes of calculating entitlement to Leave, the period twelve months prior to the first request for use of Family and Medical Leave shall be used; thereafter leave entitlements are on a twelve months basis. Full-time and regular part-time employees who intend to take Leave for the birth or adoption of their child and who have

less than one year of employment as of the date the leave begins or who have worked less than 1,250 hours within the previous twelve months of the date the Leave is to begin need to complete an initial introductory period of not more than three months to be eligible for a Maternity or Adoptive leave of eight weeks.

Section 2. All employees who intend to take Leave for the birth or adoption of a child are expected, unless an emergency arises, to give at least two weeks' notice of the date they intend to depart work and when they intend to return. For all other leaves under this Article, employees are expected to give thirty (30) days' advance notice of the date on which the leave is to begin. If an employee is unable to provide 30 days' notice, he or she must provide notice as soon as practicable.

Section 3. Each eligible employee who intends to go on Family or Medical Leave is entitled to a maximum of twelve weeks of Leave if the purpose of the Leave is for one or more of the following reasons:

- (a) because of the birth of the employee's child and in order to care for said son or daughter.
- (b) because of the placement of a child with the employee for adoption or for foster care,
- (c) in order to care for the child, spouse, or parent of the employee, if such child, spouse, or parent has a serious health condition, or
- (d) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care at a hospital, hospice, or a residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such in-patient care or continuing treatment by a health care provider.

Section 4. At the end of the Leave period, defined in Section 3 above, an employee is expected to return to work on the same basis, i.e. full time or part-time as when the employee left for such Leave. At least three (3) weeks prior to the expiration of an employee's Family or Medical Leave, or Maternity/Adoptive Leave she/he may request a Dependent Care Leave, if applicable, which may be used when the Family or Medical Leave or Maternity/Adoptive Leave has expired. The Executive Director, or his or her designee, may, in his/her sole discretion, waive this three (3) weeks' requirement in cases of emergency.

If, prior to the employee's return from Family or Medical Leave or Maternity/Adoptive Leave, the Employer has a part-time vacancy in the same position from which the employee left, the employee may bid on the part-time position under the requirements of Article XXV, Section 3 and if selected to fill the vacancy, may return from said Leave on a part-time basis.

Section 5. Employees who use Family or Medical Leave must use all of their accrued Sick Leave (when applicable), Personal Leave, and Vacation Leave minus one week during the Leave Period. An employee who is eligible for, and receives, long term disability benefits may supplement the 60% disability pay with accrued vacation or sick time sufficient to restore their income to a maximum of

100% of regular pay. All other time taken during the Leave period will be charged to Leave Without Pay.

Section 6. Employees on Family or Medical Leave will continue to accrue Sick Leave, Vacation Leave, and be credited with Personal Leave only for so long as they are on a paid basis by reason of using Sick Leave, Vacation Leave, or Personal Leave.

Section 7. During the twelve weeks that an employee is on Family or Medical Leave, the Employer shall continue the employee's health and dental insurance coverage at the same contributing rates which existed before the leave. An employee who fails to meet his or her obligation to pay for continued health or dental coverage when the payment is due shall be dropped from health or dental coverage for the remainder of the employee's Family or Medical Leave. Employees ineligible for Family or Medical Leave who use unpaid Maternity or Adoptive Leave may continue their health insurance coverage if they pay 100% of the applicable premium. However, the Employer shall pay, for the first month that the employee is on unpaid Maternity or Adoptive Leave, its share of the premium for the health plan in which the employee participates.

Section 8. Employees are required to submit a completed medical certification form (Department of Labor WH580), or doctor's note addressing all issues in such medical certification form, to support a claim for leave for an employee's own serious health condition or for the care of a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include, among other information, a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include, among other information, an estimate of the amount of time the employee is needed to provide care. In its discretion, the Employer may require a second medical opinion and periodic rectification. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee.

Section 9. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

Section 10. Spouses who are both employed by the Employer are entitled to a total of twelve weeks of Leave (rather twelve weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 11. Employees returning from Family or Medical Leave are entitled to reinstatement to their same or an equivalent position except that if other employees of equal length of service in the same position or department have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave, the Employer will not be required to restore the employee on Family or Medical Leave. Employees returning from Maternity or Adoptive Leave are entitled to the same or similar position, subject to the provisions of Massachusetts General Laws, Chapter 149, Section 105D, Paragraph 2.

Section 12. In the event that an employee elects not to return to work upon the completion of a Family or Medical Leave, the Employer may obtain from the employee the cost of any payments made to maintain the employee's health and dental coverage, unless the failure to return to work is due to the continuation or recurrence of the serious health condition that entitled the employee to leave, or other circumstances beyond the employee's control.

ARTICLE 22 - CIVIC DUTY LEAVE

Section 1. Leave with pay will be approved for an employee summoned for Jury Duty, provided the employee endorses the check received for Jury Duty and turns the check over to the Agency, less any meal or travel allowance. An employee should notify his/her supervisor, in writing when the employee is summoned for Jury Duty. This notification shall be accompanied by a copy of the court document requiring jury service.

Section 2. If an employee completes Jury Duty prior to 12:00 Noon, he or she is expected to report to work after the completion of such Jury Duty or forfeit leave with pay for that day.

Section 3. Leave with pay will be granted when an employee is under subpoena or court order for court attendance provided the employee or the employee's relatives do not have a personal interest in the case; the case is not one in which the interests of the employee or his/her representative are adverse to those of the Agency; and the employee notifies his/her supervisor in writing when the employee is summoned for attendance in court under the subpoena or court order. Subpoena pay shall be turned over to the Agency when it is received by the employee.

Section 4. An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States military shall, for each day of the first seventeen (17) days lost because of such duty, be compensated in an amount equal to the difference between his or her regular rate of pay and the amount earned from military service.

ARTICLE 23 - ADMINISTRATIVE LEAVE

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

Section 2. Administrative Leave occurs when the Employer closes the office or the work location of a particular employee or directs employees not to report to work.

Section 3. Any employee on sick, personal, holiday or vacation leave or not otherwise scheduled to work during the time the Agency is closed is not eligible for Administrative Leave. However, if an employee reports to work and chooses to leave for reasons of personal, holiday, vacation or compensatory leave, she or he shall be eligible for administrative leave under the provisions of this Article.

Section 4. Administrative Leave may be granted when weather so dictates, or when public transportation or other conditions are affected. The determination as to when weather conditions or other conditions affect the closing of the Agency is solely within the discretion of the Employer.

ARTICLE 24 - JOB DESCRIPTIONS

Section 1. Every position within the bargaining unit shall have a job description. A job description shall be an accurate summary of duties, responsibilities and requirements of the job, and shall include any special conditions of employment. These descriptions, however, are not part of this Agreement, and any amendments thereof shall not be subject to the Grievance and Arbitration provisions of this Agreement. In so far as practicable, the Employer shall discuss with employees any proposed changes in their job descriptions and notify the Union Steward(s), prior to the effective date of said change. However, the final decision with respect to these changes rests with the Employer.

Section 2. A complete set of job descriptions shall be on file with the Employer and shall be available for examination and copying by any bargaining unit employee and when changes are made to these descriptions a revised job description shall be sent to the Union Representative.

Section 3. On or before the first day of employment, each new employee shall be furnished with a copy of his or her job description.

ARTICLE 25 - POSTINGS FOR JOB PROMOTIONS AND TRANSFERS

Section 1. This Article is intended to cover only promotional opportunities and transfers within the bargaining unit.

Section 2. When a vacancy occurs in any bargaining unit position and management determines that it wishes to fill said vacancy, a notice shall be posted on the Union bulletin Board setting forth the title of the position to be filled, pay-grade level, the salary range, the qualifications involved, and the hours and days of work required. The notice shall be posted for a period of seven (7) working days. If the Employer so chooses it may advertise this vacancy to the public during this same period.

Section 3. In order to apply for the posted vacancy, an employee must comply with the application procedure, described in the posting, within the prescribed time period.

Section 4. The Employer shall interview all internal candidates who meet the posted qualifications; and select the most qualified internal candidate. Should no internal candidate be deemed qualified, the Employer may hire from outside the Agency. The Employer shall be the sole judge of qualifications.

Section 5. If the Employer determines that two (2) or more internal candidates are best qualified for the position and are equally qualified, the most senior internal employee shall be assigned to the posted position, provided that the Employer achieves or maintains its goals in the appropriate categories noted in its Affirmative Action Plan.

Section 6. When an internal candidate is selected for the vacant position, the Executive Director will so inform the candidate and will set the date on which the individual will assume his or her new duties and commensurately receive an appropriate salary adjustments dictated under Section 8 or 9 below.

Section 7. Employees filling a posted vacancy shall be given a three (3) month trial period in which to demonstrate their ability to perform the requirements of the posted position. If they have not performed the job in a satisfactory manner during this trial period, the employees may (1) be given a second three month trial period, (2) be returned to their former position if a vacancy exists there, or (3) be laid-off and placed on a recall list for eighteen (18) months, eligible for vacancies which arise in

their former position. The discharge of employees during or at the end of any trial period shall be subject to the grievance and/or arbitration procedure provided for in Article XII of this Agreement.

Section 8. Employees who have been selected to fill a posted vacancy in a new grade which is higher than their current grade level shall be placed at that step in the new grade which is at least 5% greater than their current salary. Such employees shall retain their original anniversary date for benefit purposes; however, for purposes of future salary step increases, the operative date will be the day the employee commenced work in the new position.

Section 9. If an employee is selected to fill a posted vacancy which is at the same grade level as the employee's current position, the employee shall retain his or her current salary, and his or her original anniversary date for purposes of future salary increases.

Section 10. Case Managers who have successfully completed their introductory period may apply for a Case Manager position with a different supervisor under the provisions of Sections 2, 3 and 4 above when a Case Manager vacancy becomes available. Case Manager vacancies shall be posted on the Union Bulletin Board. Management shall be the sole judge as to whether a Case Manager may transfer from one location to another.

ARTICLE 26 - EVALUATIONS/PERSONNEL FILES

Section 1. All employees shall be evaluated, in writing, by their respective supervisors upon the completion of their introductory period. Thereafter, written evaluations shall take place at least once each year on or about the anniversary date of employment, but no later than thirty (30) days after the employee's anniversary date. The employee shall be entitled to receive a copy of his or her evaluation and shall be entitled to add to the evaluation, any comments he or she may wish to make regarding its content, within five (5) work days of when he/she signs the evaluation or when he/she receives a copy of the evaluation in the presence of a witness. The evaluation, together with any added comments by the employee, shall then become a part of the Employer's personnel record of the employee.

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

- (a) that reasonable advance notice is given to the Personnel Director of a request to see the file,
- (b) that the material in the file cannot be removed by the employee, and
- (c) that the file is read in the presence of the Personnel Director or her designee

Section 3. The subject matter of any evaluation provided for in this Article shall not be subject to the Grievance and Arbitration procedures outlined in this Agreement unless the evaluation is used as a basis for discipline. In those circumstances, only the discipline itself is grievable.

Section 4. Whenever any material is inserted into the personnel file of an employee, said employee shall be so notified and given a copy of the material. The employee shall be given ten (10) work days to add any comments to this material. Said comments shall then be attached to the material and inserted into the personnel file.

ARTICLE 27 - HEALTH, SAFETY & WORKING CONDITIONS

Section 1. If an employee believes that an unsafe or unhealthy condition exists in his or her work environment, he or she shall bring such condition to the attention of the person designated by the Executive Director to hear such complaints. The Union Steward shall be allowed to bring such complaints at this level.

Section 2. If the matter is not resolved at this level, it may be brought to the attention of the Executive Director. At this time, the Union may request that a meeting be held regarding the condition, involving the Executive Director, the Union Representative, the Union Steward and the employee who raised the health or safety issue.

Within ten (10) working days of the Section 2 meeting, the Executive Director will inform the Union Representative of his or her plan to address the health or safety issue.

In no instance will the matter be resolved through the grievance and arbitration procedures.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

Section 1. Employees, whose use of their own car for Agency business that has been approved by the Executive Director, shall be reimbursed for the work-related mileage at the rate of \$.46 per mile traveled for travel commencing on or after July 1, 2007. Traffic violations and tickets are not reimbursable except that the Employer will pay parking fees and tolls when receipts are provided. There will be no reimbursement for travel between the employee's home and his or her assigned place of work. Mileage/expense sheets must be submitted to an employee's supervisor on a monthly basis.

On or about May 20, 2008 the Employer and the Union shall negotiate changes in mileage rate reimbursement. If the Employer and the Union fail to reach agreement, neither party shall be forced to arbitrate the dispute and the employees shall have the right to strike in support of their final position.

Section 2. Employees are not allowed to transport clients in their cars under any conditions.

Section 3. All employees and their family members are expressly prohibited from accepting gifts, Monies, and/or gratuities from clients, contractors or any person or group receiving services from or doing business with the Employer. An exception to this rule will be made for home-made gifts, not to exceed a \$10.00 value, given to the employee by a client.

Section 4. The Employer shall reimburse employees who use their home telephone or personal cellular telephone for agency business when pre-authorized use by their supervisor exists and when documented evidence in the form of a bill is presented.

Section 5. Employees shall be reimbursed for work-related expenses if they had received approval for the expenses prior to incurrence, or if such expenses are on a pre-approved list promulgated by the Agency.

Section 6. No employee may serve as a member of the Board of Directors of Mystic Valley Elder Services, Inc. nor may any employee serve on the policy-making bodies of any vendor doing business with the Employer. Furthermore, no employee may be employed by or accept any compensation from a vendor firm, unless he or she is specifically permitted to do so by the Executive Director.

Section 7. Employees may not engage in political activities or solicit funds for political purposes during their regular working hours.

Section 8. Employees may not have other employment or consulting obligations during their regular working hours, or during times which interfere with the performance of their normal duties.

ARTICLE 29 - NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union will discriminate against any employee in applying any of the terms of this Agreement because of race, color, religion, creed, national origin, sex, age, handicap, Union activity, sexual orientation, or genetic information unless such discrimination is based upon a bona fide occupational qualification or is done pursuant to the provisions of Article XXI of this Agreement.

Section 2. The Agency's Sexual Harassment policy shall apply to all unit employees. A copy of the Agency's sexual harassment policy, which shall comply with the requirements of M.G.L. c.151B, may be obtained from the Human Resources Department.

ARTICLE 30 - INSURANCE BENEFITS

Section 1. All full-time and regular part-time employees may elect medical insurance coverage under the health insurance plan offered by the Agency. The Employer will contribute towards the premiums of these plans up to the amount shown in the negotiated schedule attached in Appendix F, effective July 1, 2007. On or about May 20, 2008 the Employer and the Union shall negotiate appropriate changes in the Employer's contribution toward premiums for health and dental insurance. If the Employer and the Union fail to reach agreement, neither party shall be forced to arbitrate the dispute and the employees shall have the right to strike in support of their final position.

For regular part-time employees, the Employer will contribute to the schedule attached at Appendix F on the basis of the percentage their part-time work schedules bear to full-time employment.

Section 2. All employees who work thirty (30) or more hours a week may elect dental insurance coverage from the group carrier offered by the Agency. The Employer will pay \$13.26 per pay period of the premium for an individual plan and an equal amount toward the family plan if the employee elects that plan.

Section 3. The Employer hereby agrees to continue to provide term life insurance coverage for all full-time and regular part-time employees who are regularly scheduled to work thirty (30) hours per week. The terms of said Plan are not incorporated herein by reference.

Section 4. The Employer hereby agrees to continue to provide long-term disability coverage for all full-time and regular part-time employees who are regularly scheduled to work thirty (30) or more hours per week. The terms of said Plan are not incorporated herein by reference.

When an employee is collecting benefits under the long-term disability coverage, he or she may not collect sick leave pay from the Agency, provided however, that an employee who is receiving such disability benefits may supplement the 60% disability pay with accrued vacation or sick time sufficient to restore their income to a maximum of 100% of regular pay.

Section 5. The Employer agrees to continue to provide for a 403B Savings/Retirement plan for all full-time and regular part-time employees. See Exhibit E for further details.

ARTICLE 31 - TRAINING/EDUCATION

Section 1. Employees may, if their workload permits, participate in workshops, conferences, and government-funded training programs on Agency time, if their supervisors approve of such attendance and if funds are available to pay any required registration fees.

Section 2. With supervisory approval, an employee may adjust his or her work schedule in order to take a daytime course.

Section 3. If funding permits, the Employer will reimburse up to \$450 per employee per semester, up to a maximum of \$2250 per fiscal year for the entire bargaining unit, for the cost of tuition, books, and/or other necessary materials for an employee's attendance at an eligible **course or for the cost of registration and testing for licensure as described in section 5 below**. Eligible courses are defined as those which would directly contribute to an employee's job-related skill, knowledge or competence, which are taken at an accredited school, or any program offering continuing education credits to maintain an employee's licensure. In order to obtain reimbursement, an employee must receive pre-approval from the Executive Director and must provide documentation to show that the course has been successfully completed. Agency time may not be used for attendance at such course.

Section 4. Mileage is reimbursable when an employee participates in workshops, conferences and government-funded training programs on Agency time as approved under Section 1 above. Mileage is to be calculated from the Agency to the workshop, conference or program or from an employee's home to the workshop, conference or program, whichever is less.

Section 5. Employees who have obtained, or do obtain during the life of this collective bargaining agreement (the "Agreement"), certain licensure (LSW, LSWA, LCSW, LICSW, or LMHC) will receive a one time salary adjustment of \$1000.00 to their base salary **for each license obtained**. In addition, employees who obtain such licensure after 7/1/06 shall receive a one-time lump sum payment of \$1,000. In the event such employees have not yet completed their introductory period, such payment will be payable upon completion of the introductory period. Employees must provide proof of licensure in order to receive the salary adjustment. Employees must also keep said licensure current to continue receipt of the adjustment. Employees must notify MVES within three (3) days of the expiration and/or lapsing of a licensure for which they receive the adjustment.

The parties agree that priority will be given to requests for funding under Article 31, Section 3, to participate in training programs and CEUs necessary to maintain said licensures."

ARTICLE 32 - DEPENDENT CARE LEAVE

Section 1. All full-time and regular part-time employees who have completed their initial introductory period are eligible for Dependent Care Leave.

Section 2. Dependent Care Leave may be used to care for an employee's children, spouse, parents, grandparents, significant other, or grandchildren when the employee is or becomes the primary care giver of the grandchildren. All employees who intend to take Dependent Care Leave are expected,

unless an emergency arises, to give the Executive Director at least three (3) weeks written notice of the date they intend to depart work and when they intend to return. Dependent Care Leave shall be for any period of time up to twelve (12) consecutive months. If an employee desires to return to work before their Dependent Care Leave has expired, she or he may do so provided a position is available for which she or he is deemed qualified by the Executive Director.

Section 3. Employees who are on Dependent Care Leave may use all of their accrued vacation leave and personal leave. All other time taken during the Dependent Care Leave period will be charged to leave without pay.

Section 4. Employees on Dependent Care Leave will continue to accrue sick leave, vacation leave, and personal leave only for so long as they are on a paid basis.

Section 5. When an employee is on unpaid Dependent Care Leave she or he may continue to participate in the Employer's insurance plans if the employee pays one hundred percent (100%) of the premium costs, however the Employer shall pay, for the first month that the employee is on Dependent Care Leave, its share of the premiums for the health insurance plan in which the employee participates.

Section 6. Employees returning to their former status after a Dependent Care Leave of two (2) months are entitled to the same or similar position provided that other employees of equal length of service in the same or similar position have not been laid off during the period of such Dependent Care Leave. Employees returning to the Agency after a Dependent Care Leave of more than two (2) months shall be entitled to the same or similar position if a vacancy exists in such a position. If no vacancy exists at the time the employee is returning from Dependent Care Leave, she or he shall be placed on a recall list.

ARTICLE 33 - EFFECT OF AGREEMENT

Section 1. This instrument constitutes the entire Agreement of the Employer and the Union, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced in writing and signed by the parties.

Section 2. In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive, order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

ARTICLE 34 - DURATION AND RENEWAL

This Agreement shall become effective on September 1, 2007 and shall remain in full force and effect until August 30, 2010 (provided however, that to the extent an Article specifically provides for an effective date prior to September 1, 2007, the prior effective date will govern) and from year to year thereafter unless written notice is given by either party to the other at least ninety (90) days prior to any expiration date, that termination or modification of this Agreement is desired. If the parties are unable to agree upon proposed modifications during the aforesaid period, the Agreement shall terminate on its expiration date unless the party or parties proposing the same shall have previously withdrawn them or unless the agreement is extended by mutual consent.

In addition to the above, the parties have also agreed to the following appendices A through H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____day of _____, 2007.

FOR MYSTIC VALLEY ELDER SERVICES, INC.

BY: _____
President - Board of Directors

BY: _____
Executive Director

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

BY: _____
President/Executive Director

BY: _____

BY: _____

APPENDIX A
Effective July 9, 2007

START STEP

GRADE 1 **\$16.01** Home Care/Respite Care Case Manager
(formerly 2A) **\$29,870.72**

GRADE 2 (formerly 2B)	\$17.60 \$32,947.20	Health Care Case Manager Specialized Case Manager Care Options Care Manager (formerly Intake)
GRADE 3 (formerly 2C)	\$19.19 \$35,923.68	Supportive Housing Service Coordinator
GRADE 4 (formerly 3)	\$20.80 \$38,937.60	Protective Services Caseworker Mental Health Caseworker

Bilingual Case Managers – At the time of hire, a Bilingual Case manager will receive a one-time 5% salary increase over the step on which they were hired. Bilingual Case Managers employed as of July 1, 2007, will be placed two steps back from the step they are currently on with no financial change/impact to their current rate.

The Agency, in its sole discretion, may hire or add to the number of bilingual case managers. All such case managers shall also receive a one time two (2) step increase in grade.

Effective 9/6/04 all classifications formerly in Grade 1 are moved to Grade 2A step to step. Employees in such classifications that are not on a step listed in Appendix B receive a 1.6% increase.

Effective 9/6/04 all classifications in Grade 2B receive a \$750/year pay raise and the rates reflected in Appendix A shall be adjusted accordingly.

APPENDIX B **Salary Scales**

- Each position within the bargaining unit is assigned to a specific grade.
- Each grade has a minimum hourly pay rate. This minimum hourly pay rate is called the “start step.”
- Each grade has 13 steps with a 2.5% difference between each step.

- Provided that the employee receives a satisfactory performance evaluation (pursuant to Article 6, Section 1), an employee **advances** 1 step in his or her grade each year on their original employment anniversary date or if they have changed jobs, (pursuant to Article 25 section 8) the job date anniversary, up until step 13.
- Once an employee has reached step 13, he or she is not eligible to receive any more step increases under this collective bargaining agreement unless otherwise negotiated.
- Upon hire, promotion, lateral move, demotion and at anniversary time when a step increase is given, the employer will communicate to the employee in writing on a payroll status form, the specific grade and step upon which the employee's salary is placed.

Promotions – A promotional increase is an amount equal to 7.5% higher than the employee's current salary or the start step, whichever is higher. (Article 25, section 8 and 9). To determine which step the employee will be placed on in the new position:

1. Subtract any pay adjustments the employee has received for licensure from the new salary.
2. Calculate the difference between the (adjusted) new salary and the start step of the new grade.
3. Divide it by the start step amount.
4. This amount equals the percentage that the new salary is higher than the start step. The percentage should be divided by 2.5% to arrive at the appropriate step number in the grade.

Transfers (lateral) - see Article 25, section 9

Promotion Example:

Home Care/Respite Care Case Manager (Grade 2A) has worked for MVES for 1.5 years and is promoted to Health Care Case Manager (Grade 2B).

Her current hourly rate is \$16.13 and she is on step 4 (the start step is considered step 0).

She receives her 7.5% promotional increase, which increases her hourly pay rate to \$17.34. The start step for Grade 2B equals \$16.12. She is not licensed.

The difference between \$17.34 and \$16.12 equals \$1.22.

\$1.22 divided by \$16.12 equals 7.6%. Therefore, she is now at 7.6% higher than the start step. Since 7.6% divided by 2.5% (the amount of one step) equals 3.03 her new step will be step 3 (3 steps above start).

APPENDIX C

Pursuant to the agreement of the parties in settlement of the September 1, 1998 Collective Bargaining Agreement, the following employees who did not receive an increase as a result of the 1997 allocation of the Massachusetts State Legislature, will receive a one time 2.7% salary increase retroactive to July 1, 1997:

Amy Foreman
Mary Dziejnski
Donna Hackett

APPENDIX D

In exchange, all stated or implied parity clauses in the Collective Bargaining Agreement shall be deleted. Additionally, the parties recognize that there is no requirement of parity between bargaining unit employees and non-bargaining unit employees in any term or condition of employment. The Agency may institute or provide any benefit, salary increase or other term and condition of employment to non-bargaining unit members with no obligation, need, or requirement to provide the same to bargaining unit employees.

Dated: September 1, 1998

APPENDIX E

403B SAVINGS/RETIREMENT PLAN

Employee contribution though payroll deduction

Regular employees scheduled to work a minimum of 18 hours per week are eligible to tax shelter a portion of their salary through enrollment in the 403b plan immediately upon date of hire.

MVES contribution

MVES contributes a percentage of an eligible employee's annual salary into a fully vested plan.

An employee is eligible to receive a contribution from MVES on the first day of the calendar month following the completion of 2 years of service.

- ◆ MVES contributes an amount equal to 4% of the employee's gross bi-weekly earnings each pay period into a fully vested plan after the employee completes 5 years of service.
- ◆ MVES contributes an amount equal to 2% of the employee's gross bi-weekly earnings each pay period into a fully vested plan after the employee completes 2 years of service.

Exclusions

- ◆ Provisional employees, staff employed under Title V (Senior Aide) funding, and employees hired under a grant or contract, which makes no provision for funding a 403b plan, are excluded from participation in the 403b plan.
- ◆ If an employee from one of the excluded categories listed above works a minimum of 18 hours per week and later transfers to another position that is 403b plan eligible, without a break in service, those hours worked will be counted toward the 2 year service requirement for the MVES contribution to their 403b plan.

Additional Information

Please refer to the 403b Summary Plan Description for more details.

APPENDIX F

Health Insurance Contributions

Pursuant to the terms of Article XXX, Section 1, the following is the negotiated schedule for the Employer's contribution toward employees' health insurance premiums.

Individual	Two Member	Family
\$238.90	\$371.11	\$510.27

APPENDIX G

Salary increases received by employees in fiscal year 2007 through monies directed by the Commonwealth of Massachusetts, i.e., monies commonly known as “salary reserve funds” shall be in addition to the raises described in Article 6, Section 1.

APPENDIX H

An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to the Treasure of SEIU Local 509.