

AGREEMENT

This Agreement is made and entered into on this 14th day of February 2007, by and between the Massachusetts Society for the Prevention of Cruelty to Children, Boston, Massachusetts and Local 509, Service Employees International Union.

ARTICLE 1 RECOGNITION

Section 1 - The Massachusetts Society for the Prevention of Cruelty to Children, Boston, Massachusetts (hereinafter called the "Employer") recognizes Local 509, Service Employees International Union (hereinafter called the "Union") as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment of all employees included in the unit in Case No. 1-RC- 21304 certified by the Site Director of Region 1 of the National Labor Relations Board on April 23, 2001.

ARTICLE 2 DEFINITIONS

Section 1 - Unless otherwise stated to the contrary, "employee" means an employee covered by the Agreement.

Section 2 - An introductory employee is an employee who has not yet completed three (3) months of active and continuous employment with the Employer in the bargaining unit. The retention of an introductory employee is at the sole discretion of the Employer. The termination of the employment of an introductory employee at any time prior to the satisfactory completion of the introductory period shall not be subject to the provisions of Article 24 - Grievance and Arbitration Procedure. An employee's introductory period may be extended by mutual agreement of the Employer and the Union.

Section 3 - A casual employee is one who does not average four (4) or more hours of work a week. The Employer shall have the right to hire casual employees. Casual employees are excluded from the bargaining unit and shall have no rights or privileges under the terms of this Agreement unless specifically provided for.

Section 4 - A regular full-time salaried employee is one who is regularly scheduled to work 37.5 hours per week.

Section 5 - A regular part-time salaried employee is one who is regularly scheduled to work less than 37.5 but at least 22.5 hours a week.

Section 6 - A part-time salaried employee is one who is regularly scheduled to work less than 22.5 hours a week.

Section 7 - A fee-for-service employee is one who is paid primarily on a fee-for-service basis.

Section 8 - A regular full-time hourly employee is one who is regularly scheduled to work 37.5 hours per week and is paid on an hourly rate basis.

Section 9 - A regular part-time hourly employee is one who is regularly scheduled to work less than 37.5 but at least 22.5 hours a week and is paid on an hourly rate basis.

Section 10 - A part-time hourly employee is one who is regularly scheduled to work less than 22.5 hours a week and is paid on an hourly rate basis.

Section 11 - The term "domestic partner" means a person of the same or opposite sex with whom an employee has a significant long-term committed relationship which they intend to maintain indefinitely. The two persons must be each other's sole domestic partner and spousal equivalent. They must be unmarried, and not related by blood to a degree of closeness that would prohibit legal marriage in the state in which they reside. They must each be 18 years of age and

mentally competent to contract. They must have resided together in the same residence for at least one year and intend to do so indefinitely. They must be jointly responsible for each other's common welfare and financial obligations. They must have registered with the Employer on its "Domestic Partners Spousal Equivalency" affidavit.

ARTICLE 3 TEMPORARY EMPLOYEES

Section 1 - Subject to the provisions of this Agreement, the Employer shall have the right to hire temporary employees. A temporary employee is one who is hired by the Employer for a specific project or for a specific period of time with a definite understanding that her employment is to terminate upon completion of the project or at the end of the period. A temporary employee will not be hired for more than three months or the length of a leave of absence of a member of the bargaining unit for which the temporary employee is covering, whichever is longer; however, this time period may be extended by mutual agreement between the Union and the Employer.

Section 2 - Where employees are on layoff, the provisions of Article 29 - Layoff and Recall shall be applied.

Section 3 - Temporary employees shall not be considered a part of the bargaining unit covered by this Agreement and shall have no rights or privileges under the terms of this Agreement. A temporary employee who has been hired for more than three months or the length of a leave of absence of a member of the bargaining unit for which the temporary employee is covering, whichever is longer, shall become a regular employee or be terminated, unless this time period has been extended by mutual agreement between the Union and the Employer.

**ARTICLE 4
AGENCY SERVICE FEE**

Section 1 - No employee shall be required to become or remain a member of the Union as a condition of employment. An employee who declines to join the Union shall, after thirty (30) calendar days of continuous employment, or thirty (30) calendar days after the effective date of this agreement, whichever comes later, be required to pay no more than her proportionate share of the Union's representational expenditures, as allowed by law, as a condition of employment.

Section 2 - The Employer shall within fourteen (14) calendar days after receiving notice from the Union, suspend without pay any employee who is not in compliance with this Article until such time as the employee shall become in compliance with this Article. Notice from the Union shall be by certified letter, return receipt requested. The Employer will be held harmless for any suspension pursuant to this Article.

**ARTICLE 5
UNION DUES/AGENCY FEE/COPE DEDUCTIONS**

Section 1 - The Employer agrees to deduct the Union membership dues, agency service fee and any voluntary COPE contribution from the biweekly earnings of an employee who has voluntarily authorized the making of such deduction. Such deductions shall be in the amount certified by the Union, from time to time, (or in the case of a voluntary COPE contribution, the amount designated by the employee) and shall be made in accordance with the terms of said authorization. Deducted amounts will be forwarded to the Union office by the twentieth (20th) day of the calendar month following the actual deduction, together with the following information (in electronic form, if possible) for each employee for whom deductions are made:

- (a) name
- (b) amount deducted

- (c) gross non-overtime earnings for the pay period
- (d) if hourly, regular hourly rate, and if salaried, annual salary

Section 2 - An employee may revoke a written authorization for deduction at any time.

Section 3 - A unit employee who is a member of the Union and who does not sign a written authorization for deduction shall make union dues payments directly to the Union. A unit employee who is not a member of the Union and has not signed a written authorization for deductions shall make agency service fee payments directly to the Union.

Section 4 - The Employer shall be exempt from any obligation to deduct and remit dues, agency service fee or COPE contribution as to any employee covered by this Agreement who has not submitted and filed a written authorization for deductions with the Employer.

Section 5 - The Employer shall be relieved from making such dues, agency service fee or COPE deduction for an employee upon any of the following:

- (a) termination of employment
- (b) transfer to a job outside the bargaining unit
- (c) layoff from work
- (d) an unpaid leave of absence
- (e) revocation of the deduction authorization in accordance with its terms or with applicable law

The Employer will resume dues, agency service fee or COPE deduction if a laid-off employee is recalled or a terminated employee is rehired, provided the employee executes and submits to the Employer a new authorization for deduction.

Section 6 - The Employer assumes no obligation, financial or otherwise, as a result of complying with the terms of this Article and the Union agrees that it will indemnify and hold the Employer harmless from any claim, action, omission or proceeding by any employee arising

from deductions made by the Employer under this Article. Once the funds are transmitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7 - The Employer shall not be obliged to make dues, agency service fee or COPE deductions of any kind from any employee who, during the dues pay period involved, shall have failed to receive sufficient net wages (i.e. gross wages, less taxes, applicable state and federal withholdings, garnishments, and other deductions authorized by the employee and/or law) to equal the dues, agency service fee or COPE deduction.

Section 8 - The Employer shall notify the Union on a quarterly basis of each newly hired employee's name, address, classification, hire date, telephone number, and rate of pay, the name and termination date of each terminated employee, and any change of which the employer has been told in the name, address, classification, work location or telephone number of each current employee.

ARTICLE 6 UNION STEWARDS

Section 1 - The Union shall notify the Employer, in writing, of the identity of its stewards who will act as agents of the Union. The Union will notify the Employer, in writing, of all steward changes.

Section 2 - A steward shall be allowed a reasonable amount of time in which to investigate and process a grievance (unpaid at Steps 4 and 5 of Article 24 - Grievance and Arbitration Procedure), but no steward may investigate a grievance or otherwise perform union duties or communicate with employees, the Union, or representatives of the Employer concerning Union business on working time for more than fifteen (15) minutes without first obtaining the permission of the Site Director and no steward activities shall take the place of a

scheduled interaction with a client without the permission of the Site Director. Requests for such permission shall not be denied for arbitrary or capricious reasons. A steward shall be permitted to make reasonable use of the Employer's facility, including but not limited to telephone, mail, facsimile and internal communications systems, for the transaction of official Union business.

Section 3 - The Employer will not pay any lost time (including lost contractual benefits) to an employee arising from the performance of her duties as a steward without the permission of the Site Director, except for time spent on union duties of fifteen (15) minutes or less in accordance with Section 2. Requests for such permission shall not be denied for arbitrary or capricious reasons. The Employer will not reduce productivity standards for an employee arising from the performance of her duties as a steward.

Section 4 - There shall be no superseniority for stewards for purposes of layoff or recall.

Section 5 - An employee who has completed the introductory period may request a leave of absence to serve in a full-time Union position. The Employer may grant or deny the request in its sole discretion.

Section 6 - The Employer shall notify an employee of the identity of her union steward during the beginning of her introductory period.

ARTICLE 7 UNION VISITATION

Section 1 - The business representative of the Union, or a duly authorized representative of the Union, may enter the Employer's premises at reasonable times during working hours to confer with the Employer, a Union steward and/or a unit employee for the purpose of administering the Agreement or other official union business, provided, however, such representative shall first notify the Clinic Director or the Site Supervisor at the site of the individuals with whom she may wish to confer, and make mutually convenient arrangements for

the visit. Upon arrival at the facility, the Union representative shall notify the Clinic Director or the Site Supervisor at the site that she has arrived.

Section 2 - The Union representative shall not, during the course of a visit, interfere with the operation of the facility or the work of any employee.

Section 3 - The Employer's facility will not be used for Union meetings without the Employer's permission.

ARTICLE 8 PRO-MSPCC LOBBYING LEAVE

The Employer will provide up to one day of paid leave once during each Employer-fiscal year to one employee to permit the employee to participate in pro-MSPCC lobbying at a time designated by the Union. The Union shall give the Employer at least 10 (ten) days notice of the date on which the leave will be taken.

ARTICLE 9 BULLETIN BOARDS

The Employer shall provide one bulletin board at the site that may be utilized by the Union for the posting of notices regarding Union matters. The bulletin board shall be located in the following location: the lunch room at 157 Green Street, Jamaica Plain. The bulletin board shall be locked with keys for Union representatives and the Employer's Site Director or her designee only. Only Union representatives or stewards are permitted to place notices on the bulletin boards. Notices containing defamatory content shall not be posted. Union notices shall not be posted at any other location within any facility. The bulletin board shall remain the property of the Employer.

ARTICLE 10 MANAGEMENT RIGHTS

Section 1 - The Employer retains the exclusive right to manage the business, to direct and control the business and workforce, and to make any and all decisions affecting the business, including, but not limited to the following:

1. exclusive right to plan, determine, direct and control the nature and extent of all its operations and commitments
2. to determine, install, introduce, remove, discontinue or modify the methods, procedures, materials and operations to be used or to discontinue their use by employees of the Employer consistent with Commonwealth of Massachusetts licensure standards, as appropriate
3. to maintain efficient operations
4. to hire, train, promote, layoff, and recall employees
5. to utilize the services of volunteers and students provided they do not displace a bargaining unit employee
6. to assign work and overtime to employees
7. to select and determine the number of its employees
8. to direct, instruct, control and schedule the employees
9. to set standards and methods of performance and evaluation and determine and evaluate competency
10. to determine which programs and contracts to enter
11. to promulgate, amend and enforce reasonable work rules, regulations, policies and procedures
12. to determine, modify, change and otherwise set the work duties of employees
13. to determine, modify, change and otherwise set job content and qualifications
14. to expand or contract the business operations by acquisition, merger or other means

15. to meet and discuss with employees issues of Employer or employee concern
16. to require non-exempt employees to record their hours of work (including lunch periods) in any manner
17. and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not

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

Section 2 - The Employer retains the exclusive right to exercise the following rights, but before exercising one, the Employer will advise, meet and confer with the Union on request regarding the impact of such exercise:

1. to locate, open, close, consolidate, reorganize, and expand its operations
2. to determine whether to offer light duty and to determine employee eligibility for light duty
3. to transfer employees from one operation, building, work location or site to another
4. to specify and enforce a dress code for employees and to determine the manner in which clothing is worn
5. to require employees to participate in training
6. to substantially change standards and methods of performance and evaluation and to determine and evaluate competency
7. to subcontract or contract work
8. to change substantially the work duties of employees or the job content or qualifications of a position
9. to change substantially the days or hours of work of an employee or employees

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

Section 3 - The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement to perform any task. The Employer, therefore, has the right to schedule management, supervisory, or other personnel not in this bargaining unit to perform any task at any time, as long as such assignment does not otherwise violate this Agreement.

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

Section 5 - Should a specific provision of this Agreement directly conflict with, modify or restrict an enumerated right under this Article, the specific provision of the Agreement shall prevail over the enumerated right.

ARTICLE 11 LABOR-MANAGEMENT COMMUNICATIONS

During the term of this Agreement, representatives of the Employer and the Union shall meet at the request of either party at mutually agreeable times and places (generally not to exceed six times a year) to discuss mutually agreed upon topics relating to the facility in which the employees work and the provision of the Employer's services. Such meetings shall not be used for initiating or continuing collective bargaining or discussing grievances as defined in Article 24 - Grievance and Arbitration Procedure, and such meetings may not result in the modification of, addition to or deletion from any provision of this Agreement.

ARTICLE 12 NON-DISCRIMINATION

Section 1 - The Employer and the Union agree that no employee covered by this Agreement shall be discriminated against or harassed on the basis of race, color, religious creed, national origin, sex, age, veteran status, sexual orientation or membership in the Union or

activities on behalf of the Union. The Employer and the Union further agree that a qualified employee with a disability who is able to perform the essential functions of his position or of a specific position for which he is being considered, with or without reasonable accommodation, shall not be discriminated against on the basis of his disability. Notwithstanding the above, it shall not be a violation of this contract if a bona fide occupational qualification exists.

Section 2 - The Employer and the Union recognize affirmative action as an important and significant objective.

ARTICLE 13 JOB DESCRIPTIONS

Section 1 - The Employer shall give each employee a copy of her job description as it shall exist from time to time.

Section 2 - The Employer shall notify the Union of a new position and the proposed starting wage or salary rate for it, and provide the Union with a copy of any job description for the position. If the Union believes that the duties of an existing position have changed substantially, the Employer, upon request of the Union, will discuss the alleged changes and any appropriate change in wage rate or salary.

Section 3 - An employee who is assigned to perform the duties of a higher-paying position for two weeks or longer shall be paid at the rate of the higher-paying position.

ARTICLE 14 BARGAINING UNIT WORK

The provisions of this Agreement do not prohibit the Employer from directing any supervisor, manager or other person not covered by this Agreement to perform any bargaining unit work under the following circumstances:

1. training

2. trying out new practices
3. bargaining unit employees are temporarily unavailable
4. providing assistance to bargaining unit employees in addressing difficult situations or solving problems
5. following mutual agreement with the Union.

In addition, current full time supervisors who see clients for no more than four hours a week, on average, may continue to do so. Part-time supervisors seeing clients due to funding source obligations may see clients.

ARTICLE 15 ORIENTATION

Section 1 - The Employer shall provide orientation to new employees and site-specific orientation to an employee whose work location has changed. Orientation shall include descriptions of the agency policies and practices and applicable government and other regulations which may relate to the duties contained in the employee's job description, and the Employer shall make every reasonable effort to provide orientation within three months of hire or of the date an employee changes work location. All new employees are required to attend orientation.

ARTICLE 16 SUPERVISION

Section 1 - Each employee shall receive regular supervision on paid time. An employee with client care responsibilities shall receive clinical supervision in an amount that is proportional to his/her caseload. To the extent the Employer employs staff within the Boston Region who are properly credentialed to provide supervision for licensure purposes, the Employer will provide supervision to an employee who requires supervision for licensure

purposes in a manner which satisfies the relevant licensure requirements. If the Employer cancels a scheduled supervision meeting with an employee less than 24 hours before the scheduled start time of the meeting, the employee shall be paid for the length of the meeting.

ARTICLE 17 EVALUATIONS

Section 1 – Each employee shall receive a performance evaluation each anniversary year. The evaluation shall be based on criteria that is job related, including the contents of the employee’s job descriptions(s), and accurately reflect the employee’s performance. The Employer shall give the employee a copy of her evaluation, and the employee and the employee’s supervisor shall meet to discuss it.

ARTICLE 18 TRAINING

Section 1 - The Employer shall provide all employees with training opportunities. The Employer will provide at least one CEU-credit training opportunity for Jamaica Plain staff each calendar quarter free of charge. The training opportunities shall include internal CEU-credit education for employees with licensure requirements conducted on a quarterly basis. Staff will be encouraged to take advantage of agency trainings.

All off-site CEU-credit or non-CEU-credit education must be relevant to the employee’s work for the employer in order for the employee to be eligible for registration fee and or mileage reimbursement as provided herein. Employees shall be paid for time spent in training required by the Employer. The Employer shall conduct an annual survey of employees to gain feedback and input regarding training and it shall share the results of the survey with the Union.

ARTICLE 19 HOURS OF WORK

Section 1 - The “payroll week” shall begin and end on Saturday at 12:01 a.m. The “payroll week” may be changed by the Employer after notice to and, on request, conferring with the Union. Employees are paid biweekly by check or direct deposit.

Section 2 - The typical work week for a full-time employee shall consist of 37.5 hours a week, Monday through Friday. The typical workweek for an employee who works less than full-time shall consist of less than 37.5 hours a week, Monday through Friday. The workday for each employee scheduled to work more than six (6) hours in a day shall include a forty-five (45) minute unpaid lunch period scheduled by the Employer (unless delegated to the employee) according to the operational needs of the Employer with consideration to the needs of the employee.

Section 3 - Non-exempt employees shall record their hours of work (including lunch periods) in the manner required by the Employer.

Section 4 –Notwithstanding the provisions of Section 2, above, the Employer may establish and change days and hours of work after two (2) weeks notice to and, upon request, conferring with the Union and the affected employee(s). No such change shall be made for an arbitrary or capricious reason. If the Employer determines to change the days and hours of work of an employee and at least one other employee is qualified to do that work, the Employer shall first solicit volunteers among qualified employees. If there is more than one qualified employee who volunteers, the Employer shall change the days or hours of work of the most senior qualified employee. If there is no volunteer among qualified employees, the Employer shall change the days or hours of work of the least senior qualified employee.

Section 5 - Non-exempt employees are eligible to receive overtime compensation in accordance with the terms of the federal Fair Labor Standards Act.

Section 6 - A non-exempt employee, at her request and with the agreement of the Employer, may (1) work more hours than regularly scheduled on a later day in a payroll week to make up for scheduled hours she did not work earlier in that payroll week and (2) not work scheduled hours of work later in a payroll week to offset hours worked in addition to her regularly scheduled hours earlier in that payroll week. Such requests shall not be unreasonably denied.

Section 7 – Group Leaders for the Kids Day After-School Program will work 27.5 hours Monday – Friday, permitting daily set-up and preparation, meetings, and debriefing time, as defined by the program director. During summer break and school vacation periods, group leaders can work 7.5 hours per day (up to 37.5 hours per week).

ARTICLE 20 INCLEMENT WEATHER

Section 1 - If the Governor or designee declares a state of emergency for the Commonwealth or a geographic area of the Commonwealth, locations within the covered area will be closed. In the absence of the declaration of a state of emergency, the Regional/Site Director, in consultation with the Vice President of Programs, may also close a location due to inclement weather or an emergency. If the Boston Public Schools close due to the inclement weather, the Kid's Day After School Program will be closed.

Section 2 - If a location is closed, or a specific program within a location, that decision will be communicated promptly on the voicemail system. The Employer will also communicate the closure to local radio/television stations.

Section 3 - If an employee believes she is unable to come to work as a result of inclement weather and/or associated dependent care issues, safety concerns or travel difficulties, she must speak directly with her immediate supervisor or another supervisor. She must use any available

vacation or sick leave. Otherwise, the time will be unpaid.

If site closes during the work day, the employees that have reported to work will be paid for the day – all other staff will use any available vacation or sick time for the full day. Otherwise, the time will be unpaid.

ARTICLE 21 PRODUCTIVITY

An employee employed in a program with productivity requirements must meet the agency established corresponding productivity requirements for a 1.0 FTE (an employee who is employed as less than a 1.0 FTE must meet pro-rata productivity requirements)

A 1.0 FTE clinician who is eligible for a fourth or fifth week of vacation shall have her annualized productivity requirement reduced prospectively from the date she becomes eligible for a fourth or fifth week of vacation as a clinician who is employed as follows (a clinician who is employed as less than a 1.0 FTE and is eligible for a fourth or fifth week of vacation shall have her annualized productivity requirement reduced prospectively on a pro-rata basis from the date she becomes eligible for a fourth or fifth week of vacation.

ARTICLE 22 COMPENSATION

Section 1

a. A clinician who is employed as a 1.0 FTE with the stated education, licensure and/or experience shall be paid the following minimum annual salary (a clinician who is employed as a less than 1.0 FTE shall be paid a pro-rata minimum annual salary):

Clinician I: \$33,000. (See attachment)

Clinician II: \$35,000. (See attachment)

Clinician III: \$37,000. (See attachment)

b. During the last month of the first year of the contract, the Employer and the Union shall review the annual wage survey prepared by the Massachusetts Council of Human Service Providers (MCHSR). If the survey shows that the fee-for-service rates set forth in this Section are not in the top 35% of average actual annual salaries paid by agencies included in the MCHSR survey for substantially comparable positions, the Employer shall increase the minimum fee-for-service rates for those position or positions, as the case may be, by a percentage (not to exceed three percent (3%) sufficient to bring the position or positions into the top 35% for employees in the applicable category of positions or positions effective on the first day of the second year of the contract.

c. A 1.0 FTE FFS clinician who meets her productivity requirement for a month shall be credited with two (2) billable hour credits which the clinician may use to meet her productivity requirement in a subsequent month. (A less than 1.0 FTE FFS clinician who meets her productivity requirement for a month shall be credited with billable hour credits on a pro-rata basis.)

Section 2 – An employee who is employed in one of the following positions as a 1.0 FTE shall be paid the following minimum annual salary (an employee who is employed as less than a 1.0 FTE shall be paid a pro-rata minimum annual salary):

- a. Direct Care Provider I without a BA Degree - \$26,000
- b. Direct Care Provider II with a BA Degree or higher -- \$30,000
- c. Administrative Support Specialist I -- \$24,000
- d. Administrative Support Specialist II -- \$27,000
- e. After School Program
 - AS Group Leader – Without a BA Degree -- \$13.00
 - AS Group Leader – With a BA Degree -- \$15.00
 - AS Group Leader/Ed Liaison -- \$17.00

With the exception of Fee for Service Clinicians, the salary paid to each employee will increase by 3% on the anniversary date of the employee during each year of the contract.

A non FFS employee whose anniversary date is November 1, 2006 through the ratification date of this contract, February 14, 2007, will receive a 1% increase to her/his base salary upon ratification of this contract. A non-FFS employee whose anniversary date is before November 1, 2006 shall receive the 3% annual increase on her/his subsequent anniversary date during each year of the contract.

Section 3 – Salaried Clinicians I, II, III, with required bilingual skills will be awarded an additional (one thousand dollar) \$1,000 prorated per FTE, to be applied one time upon hire to their annual salary. This increase does not apply to future promotions. Salaried clinicians who speak more than two relevant languages shall be paid an additional (five hundred dollar) \$500 prorated per FTE, to be applied one time to their annual anniversary. FFS clinicians with required bilingual skills will be awarded an additional (one dollar) \$1 per hour to their hourly rate upon hire. This (one dollar) \$1 per hour increase does apply to future promotions. FFS clinicians with more than two relevant languages will be awarded an additional (fifty cents) 50 cents per hour. This (fifty cents) 50 cents per hour increase does apply to future promotions.

An employee (other than a clinician) who is required to use bilingual skills or an employee whom the Employer has agreed in writing uses bilingual skills to a sufficient extent in the performance of her job shall be paid a (five hundred dollar) \$500 stipend on the employee's anniversary date of employment during each year of the contract. An employee (other than a clinician) who speaks more than two relevant languages shall be paid an additional (five hundred dollar) \$500 stipend on the employee's anniversary date of employment during each year of the

contract.

Section 4. An employee required to carry a beeper after regular working hours shall be paid an additional \$25/day and \$50/day on holidays. Employees responding to a beeper call after regular working hours resulting in a documented intervention will be paid \$32/hr for each productive hour (documented encounter).

Section 5 – A fee-for-service employee shall be paid at her regular hourly rate for all time spent in mandatory meetings scheduled by the Employer. Such time shall not be credited towards the employee’s productivity requirement.

ARTICLE 23 PAYCHECKS

Section 1 - Each employee’s pay stub shall list the employee’s hours worked, hourly rate for each hour worked, and accrued vacation, sick and personal time.

Section 2 - An employee who believes that her paycheck may be inaccurate shall submit a paycheck error form to her office manager or supervisor as soon as possible. A corrected paycheck shall be issued within three business days and if no error is found, the employee will be so notified in writing.

ARTICLE 24 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 - For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation or application of a specific provision of this Agreement which arose during the term of this Agreement or any written extension of it.

Section 2 - A grievance may be filed by the Union or an employee (with a copy given to the Union), but a demand for arbitration may be filed only by the Union. A grievance can be filed only on a form agreed to by the Union and the Employer. The adversely affected employee

or group of employees and the specific provisions of the contract claimed to be violated shall be identified. The Employer may present a grievance to the Union in accordance with Section 8 of this Article.

Section 3 - An employee covered by this Agreement may informally discuss a grievance with his/her supervisor at any time. Nothing in this Agreement shall prevent an employee from resolving any problem consistent with this Agreement and the law, with or without the presence of a Union representative. A resolution of a problem between an employee and the Employer without the presence of a Union representative or steward shall be made without precedent.

Section 4 - A grievance shall be processed as follows:

Step One: The grievance shall be presented to the immediate supervisor of the affected employee(s). To be timely and properly filed, a grievance must be presented in writing to the immediate supervisor within ten (10) business days after the occurrence of the facts or circumstances giving rise to the dispute over which the grievance arose or within ten (10) business days after the employee or the Union knew or should have known of the occurrence of those facts or circumstances. The grievance document shall clearly indicate that the matter is a grievance, identify the provision(s) of the Agreement at issue and be signed by the employee, union steward or union representative. The Employer may hold a meeting. The Employer shall give a written answer to the grievance within ten (10) business days after its receipt.

Step Two: If the grievance is not resolved at Step One, the grievance shall be presented in writing to the Site Director of the affected employee(s). To be timely and properly filed, a grievance must be presented in writing to the Site Director (or her designee) within ten (10) business days after the Employer has responded to the grievance at Step One or, if no response was given, the date on which that response was due. The Employer shall conduct a

meeting at a time mutually convenient to the Employer and the grievant. The Employer shall give a written response to the grievance within ten (10) business days after its receipt.

Step Three: If the grievance is not resolved at Step Two, the grievance shall be presented in writing to the President and CEO (or her designee) within ten (10) business days after the Employer has responded to the grievance at Step Two or, if no response was given, the date on which that response was due. The Employer shall conduct a meeting at a time mutually convenient to the Employer and the grievant. Within ten (10) business days after receipt of the grievance the Employer shall notify the designated Union official of its decision in writing.

Step Four: If agreement is not reached at Step Three, the Union or the Employer only may request mediation in writing from the Federal Mediation and Conciliation Service within ten (10) business days after receipt of the Step Three decision. Mediation under this section is required before arbitration is requested. The request for mediation must be served in writing by the party requesting it simultaneously on the Federal Mediation and Conciliation Service and the other party within this period as a condition for processing the grievance. Mediation will be completed after one session unless the Employer and the Union mutually agree to a different completion date.

Step Five: If settlement is not reached at mediation, the Union or the Employer only shall submit the grievance to arbitration by giving written request to the other party and the Labor Relations Connection to hear and determine the case in accordance with the prevailing rules of the Labor Relations Connection within thirty (30) business days after mediation ends, and a failure to so request arbitration within the aforesaid thirty (30) business days period shall constitute a waiver of the grievance. Copies of all correspondence concerning arbitration shall be served on the other party.

Section 5 - If either party timely raises an issue of procedural arbitrability at any time, two separate hearing dates shall be scheduled, one for the Arbitrator to consider the procedural arbitrability issue only, unless otherwise mutually agreed in writing. The hearing on procedural arbitrability shall be several weeks prior to the hearing on the merits, and the arbitrator shall issue a decision on arbitrability before proceeding with a hearing on the merits.

Section 6

(a) The Arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement. The Arbitrator shall have the authority only to decide disputes concerning the interpretation and application of the specific section(s) and article(s) of the Agreement to the facts of the particular grievance presented to him or her.

(b) The Decision and Award of the Arbitrator shall be final and binding upon the parties to this Agreement and the employees covered hereby to the extent provided by law.

(c) The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing.

(d) The fees and expenses of the arbitrator and the hearing room shall be shared equally by the parties.

(e) There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same Arbitrator, absent mutual consent between the Employer and the Union. Accordingly, in the absence of mutual consent of the parties, an Arbitrator may not be presented with or rule upon more than one grievance, provided that either party may submit a class grievance to arbitration in accordance with this Article. It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to

arbitration unless the parties agree otherwise in writing. Discharge and class grievances, however, may be initiated at Step Two.

Section 7 - Failure of an employee or the Union to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by the written mutual agreement of the parties. The parties may waive the holding of a meeting altogether by written mutual agreement.

Section 8 - A grievance alleging a Union violation of the Agreement which is initiated by the Employer shall be presented in writing to and discussed with the Field Services Supervisor. If the grievance is not resolved within ten (10) business days after this discussion, it may be submitted to mediation by the Employer in accordance with this article. A demand for arbitration may also be made in accordance with this article. Failure of the Employer to meet any deadline at any applicable step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it.

Section 9 - A grievant may participate in grievance meetings held between the Employer and the Union without loss of pay for salaried employees but with no change in the grievant's productivity requirement, if any.

ARTICLE 25 NO STRIKES-NO LOCKOUTS

Section 1 - During the life of this Agreement, or any written extension thereof, the Union, on behalf of its officers, officials, agents and members, or any employee, whether on or off duty, will not directly or indirectly, engage in, authorize or threaten any mass absenteeism, work stoppages, strike, sit-down, sit-in, walkout, sick out, slow-down, sympathy strike or refusal to cross a picket line at any MSPCC facility or location, wherever it may be located, or picket the

property of any agent of the Employer or in any other way interfere with or interrupt the Employer's operations for any reason. Nothing in this Article shall prohibit orderly picketing in accordance with the following:

- (a) the Employer must be given two business days advance written notice of the picketing
- (b) picketing must be conducted off Employer property
- (c) picketing signs must state in large lettering that no strike is occurring

The Employer agrees that it shall not lockout employees during the life of this Agreement.

Section 2 - The Union, its officers, officials and agents, shall be accessible to the Employer and shall immediately take all prompt and effective measures to prevent and stop any acts prohibited by Section 1 of this Article, including, but not limited to, immediately making all reasonable efforts to contact, by overnight mail or any other manner that would best assure immediate contact, each individual of which the Union, or one of its officers, officials or agents may be aware, is engaging in such acts, issuing a notice signed by an authorized representative of the Union stating that the individual's action is in violation of the Agreement and instructing all such individuals to cease those actions which are or may be a violation of Section 1 of this Article.

Section 3 - An employee who engages in any conduct which violates the provisions of Section 1 shall be subject to discharge. Said conduct shall constitute just cause for discharge and the discharged employee shall not have recourse to Article 24 - Grievance and Arbitration Procedure, provided, however, that an employee who alleges that he or she did not engage in any conduct prohibited by Section 1 may have recourse to Article 24 - Grievance and Arbitration Procedure, where the sole question to be decided will be whether the employee engaged in any

conduct prohibited by Section 1 and, further provided, that no employee may be discharged pursuant to this section unless such employee has been given written notice by the Employer that she is in violation of Section 1 and has been given the opportunity to take corrective action.

Section 4 - In the event of an alleged violation of this Article, the aggrieved party shall not be required to adhere to the procedures of Article 24 - Grievance and Arbitration Procedure. The aggrieved party may institute special arbitration proceedings regarding such violation by facsimile or electronic notice thereof to the other party and to the American Arbitration Association which shall, immediately upon receipt of such facsimile or electronic notice, appoint an arbitrator to hear the matter. The arbitrator, upon appointment, shall notify the Employer and the Union by telegraphic notice and hold a hearing within twenty-four (24) hours after his/her appointment ninety-six (96) hours if the alleged violation is picketing). The fee and other expenses of the arbitrator in connection with this arbitration shall be shared equally by the Employer and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing, and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness was present. The arbitrator shall have the jurisdiction to issue a cease and desist order with respect to such a violation and order such relief as he/she may deem appropriate to promptly terminate such a violation. No opinion shall be required by the arbitrator but only a written order and award which shall be issued at the hearing. Such award and order shall be confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application, or petition of the aggrieved party. Nothing herein shall preclude the Employer or the Union from instituting a federal or state court action to remedy any violation of this Article.

Section 5 - For all purposes in this Article and throughout this agreement, Officers of the Union, including Stewards, shall be considered agents of the Union.

Section 6 - Should the Union or its representatives or agents engage in any action in violation of Article 25 - No Strikes-No Lockouts, the Employer's obligations and an employee's rights under Article 24 - Grievance and Arbitration Procedure shall be suspended, and they shall resume at such time as the unlawful actions cease.

ARTICLE 26 DISCIPLINE AND DISCHARGE

Section 1 - The Employer may discipline and discharge an employee who has not completed the introductory period set forth in Article 2 - Definitions, for any reason without recourse by the employee or the Union to Article 24 - Grievance and Arbitration Procedure.

Section 2 - The Employer may discipline and discharge for just cause an employee who has completed the introductory period. Just cause for discharge (or a lesser penalty if the Employer so chooses within its discretion) shall include, but not be limited to, all of the offenses listed in Section 3 of this Article.

Section 3 - If, in accordance with the provisions of Article 24 - Grievance and Arbitration Procedure, an arbitrator concludes that an employee who has completed the introductory period engaged in any of the following conduct, just cause for the discharge (or a lesser penalty if the Employer so chooses within its discretion) imposed shall be established and the grievance shall be denied:

- (a) fraud
- (b) theft or destruction of any employee, client or Employer property
- (c) illegal use, sale or possession of controlled substances on Employer property or work time

- (d) conviction for trafficking in controlled substances
- (e) bringing firearms or dangerous weapons into the workplace
- (f) assault or battery of anyone while on Employer property or work time except in self defense

- (g) Unapproved absence from work for a period in excess of an approved leave of absence

- (h) accepting other employment in place of employment with the Employer while on a leave of absence

- (i) failure to answer a recall notice and return to work within the time period specified in Article 29 - Layoff and Recall after certified written notice, return receipt requested, has been sent to the employee's last known address, unless mutually agreed otherwise by the Employer and the employee being recalled.

- (j) declining recall

Section 4 - The Employer shall promptly notify the Union of any disciplinary action taken against an employee.

ARTICLE 27 SENIORITY

Section 1 - Seniority is defined as an employee's continuous and uninterrupted service in the employ of the Employer from her most recent date of hire, unbroken for any reason set forth below, except as provided in Section 4 below or as defined otherwise elsewhere in this Agreement.

Section 2 - There shall be no seniority accrued for temporary or casual work, as defined in Article 3 - Temporary Employees and Article 2 - Definitions, respectively. Seniority shall continue to accumulate during periods for which wages or the equivalent are paid, such as vacation, holidays, bereavement leave, approved leaves of absence of up to six (6) months, worker's compensation leaves of up to six (6) months and as elsewhere specifically provided in this Agreement (and equivalent approved unpaid leave in the case of fee-for-service employees).

Section 3 - An employee shall lose her seniority upon occurrence of any one of the following:

- (a) resignation
- (b) discharge during the introductory period
- (c) discharge for just cause if the employee had completed her introductory period
- (d) retirement

Section 4 - An employee who transfers to a non-bargaining unit position with the Employer and then returns to a bargaining unit position shall have uninterrupted seniority. An employee who has resigned and is rehired within twelve (12) months of the date of resignation shall have her former seniority restored.

Section 5 - The Employer shall maintain a seniority list containing each employee's name, title and seniority date.

Section 6 - The Employer will, on an annual basis, furnish to the Union seniority lists and will correct and publish such lists from time to time as may be necessary (e.g. in the event of a layoff).

ARTICLE 28 JOB POSTINGS

Section 1 - When a vacancy occurs in a bargaining unit position which the Employer has determined to fill, a written job posting will be posted by the Human Resources Department on the Employer's bulletin board at the job site, and on its web site for ten (10) business days, and may thereafter be removed if the vacancy is filled or the Employer determines not to fill the vacancy. The job posting will include the job title, the current job duties, the current job site, qualifications and requirements, current days and hours of work, wage or other cash

compensation, the individual to whom the application shall be given, the closing date for applications and other information determined by the Employer to be relevant. The Employer shall provide all necessary applications forms.

Section 2 - An employee who has completed the introductory period may bid for a posted position by submitting a written job bid to the Human Resources Department within ten (10) business days after the vacancy was posted and may apply for the position thereafter if the Employer continues to determine to fill the vacancy. Temporary employees may not bid on jobs. An introductory employee may bid on a posted position but may not access Article 24 - Grievance and Arbitration Procedure if she is denied the job.

Section 3 - The Employer may decline to fill a position after it has been posted or after applications have been received. The Employer may fill a position with other than an employee who has completed the introductory period if no applicant is qualified or if no employee who has completed the introductory period has applied within ten (10) business days after the vacancy was posted.

Section 4 - In filling a vacancy, the Employer will consider the following factors to determine if an applicant is qualified: education, license, demonstrated relevant skill and ability, relevant experience, seniority, job performance, disciplinary record, and physical capacity to perform the essential functions of the job with or without reasonable accommodations. One employee who has a working relationship to the vacancy the Employer is seeking to fill may participate in the interview process. The Employer shall award the position to the applicant who is most qualified. If one or more applicants are approximately equally qualified, the Employer shall award the position to the applicant with the most seniority. The Employer shall discuss the reason(s) why an applicant was not selected upon request.

Section 5 - An employee who fills a vacancy in a different position as a result of a job posting shall be considered on a trial period for up to thirty (30) calendar days. The Employer may extend this trial period in two (2) blocks of up to thirty (30) calendar days by providing notice to the employee and the Union, and obtaining agreement with the Union. If, during the employee's trial period, the Employer determines that the candidate is unsuccessful, the candidate decides that the new position is unsuitable, or the Union does not agree to an extension of the trial period, the candidate shall be returned to her prior position.

Section 6 - An employee may apply to transfer to a vacancy the Employer has determined to fill. In deciding whether or not to permit the employee to transfer and fill the vacancy, the Employer will consider the following factors: the employee's education, license, relevant skill and ability, relevant experience, seniority, job performance, disciplinary record, physical capacity to perform the essential functions of the job with or without reasonable accommodations and relevant operational considerations. An employee who applies for and is denied a transfer may reapply to transfer to the vacancy so long as the Employer continues to seek to fill the vacancy.

Section 7 - Temporary jobs need not be posted and may be filled at the discretion of the Employer.

ARTICLE 29 LAYOFF AND RECALL

Section 1 - When the Employer decides to lay off or reduce the scheduled hours of work of one or more employees, the Employer will promptly notify the Union in writing prior to commencing such layoff or reduction in scheduled hours of work. Nothing herein shall preclude the Employer from notifying employees at the same time as the Union. The Employer shall meet promptly with the Union on request to discuss possible alternatives to a layoff or reduction in

scheduled hours of work, but nothing herein shall preclude the Employer from implementing the layoff or reduction in scheduled hours of work.

(a) In the event of a layoff or reduction in scheduled hours of work, an employee who has completed her introductory period shall receive at least four (4) week's notice of the layoff or reduction in scheduled hours of work, except that if the layoff or reduction in scheduled hours of work is due to the termination or reduction of a funding source, the Employer shall provide no less than two (2) weeks notice and additional notice up to four (4) weeks of notice that is the same length as the notice received by the Employer of the termination or reduction of a funding source.

(b) Notwithstanding anything to the contrary, the Employer may implement a layoff or reduce the scheduled hours of work of one or more employees sooner than the notice required by subsection (a).

Section 2 - Absent an agreement between the Union and the Employer on how to proceed with a layoff or reduction in scheduled hours of work, a layoff or a reduction in scheduled hours of work shall proceed as follows:

(a) In the event of a layoff or reduction in scheduled hours of work due to the closing of an office, the termination of a program or the termination or reduction of a funding source, introductory and temporary employees working at that office, in the program which is terminating or pursuant to the particular funding source which is terminating or being reduced will be laid off or have their scheduled hours of work reduced first. Introductory and/or temporary employees may be laid off or have their scheduled hours of work reduced without regard to relative seniority. An introductory or temporary employee who has been laid off or had her scheduled hours of work reduced shall have no recourse to Article 24 - Grievance and

Arbitration Procedure and shall have no recall rights. Employees who have completed their introductory period will be laid off or have their scheduled hours of work reduced by inverse order of seniority by job title among employees working in that office or in the program or pursuant to the particular funding source which is terminating or being reduced. An employee who is to be laid off or have her scheduled hours of work reduced may fill an existing vacancy in the same position she holds provided the employee assumes all of the requirements of the position.

(b) In the event of a layoff or reduction in scheduled hours of work at a clinic, introductory and temporary employees working at that clinic will be laid off or have their scheduled hours of work reduced first. Introductory and/or temporary employees may be laid off or have their scheduled hours of work reduced without regard to relative seniority. An introductory or temporary employee who has been laid off or had her scheduled hours of work reduced shall have no recourse to Article 24 - Grievance and Arbitration Procedure and shall have no recall rights. Employees who have completed their introductory period will be laid off or have their scheduled hours of work reduced as follows: by lack of licensure, then by lowest level of licensure, and then by inverse order of seniority within job title among employees working at that clinic. An employee who is to be laid off or have her scheduled hours of work reduced may fill an existing vacancy in the same position she holds provided the employee assumes all of the requirements of the position.

Section 3 - A recall list shall be established that will include all employees who have successfully completed the introductory period who have been laid off or had their scheduled hours of work reduced. Such employees shall drop off the recall list after six (6) months. Recalls shall be accomplished in reverse order of layoff or reduction in scheduled hours by certified mail

to an eligible employee's last known address as contained in the Employer's records. An employee must be recalled to the position from which she was laid off, but may be recalled to a similar position within a program unit or within a specialty within a program unit for which she is qualified. An employee laid off from the Jamaica Plain office must accept recall to that office or forfeit recall rights. An employee who is recalled will be paid at the current rate of pay for the position to which she is recalled. An employee will have twenty-one (21) days from the date of mailing of the recall notice to the employee's address contained in the Employer's records to accept recall and return to work, unless mutually agreed otherwise by the Employer and the employee being recalled. An employee who fails to respond or return to work within this time period forfeits all recall rights. An employee who declines recall forfeits recall rights. A copy of the recall notice shall be given to the Union.

Section 4 - An employee who has had her scheduled hours of work reduced shall have first preference to have those hours restored if such hours become available and the employee can work all of them within her current work schedule, unless restoring such hours to the employee may result in vacancy that may be difficult to fill.

Section 5 - An employee on layoff status has the responsibility of notifying the Human Resources Department of any change in her address.

ARTICLE 30 HOLIDAYS

Section 1 - Subject to the conditions provided in Sections 2, 3 and 4 below, the Employer will observe the following eleven (11) holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Thanksgiving
Patriots' Day	Day after Thanksgiving
Memorial Day	Christmas Day

Independence Day

An eligible employee who is required to work on a holiday listed in Section 1 shall receive another day as a holiday, on a day mutually agreed upon by the employee and the Employer.

Section 2 - Regular full-time salaried employees and regular full-time hourly employees are eligible to receive holiday time and pay for each holiday listed in Section 1. Part-time salaried employees and regular part-time hourly employees who are regularly scheduled to work 22.5 or more hours a week are eligible to receive pro-rated (based on 37.5 hours a week) holiday time and pay for each holiday listed in Section 1. Fee-for-service employees, part-time salaried employees, part-time hourly employees, temporary employees and casual employees are not eligible to receive holiday time or pay.

Section 3 - Holiday pay shall not be paid to an employee who is on unpaid time at the time the holiday falls.

Section 4 - An employee who terminates employment on the last calendar day preceding a holiday or on the holiday shall not receive holiday pay.

Section 5 - The Employer shall determine the date on which a holiday listed in Section 1 is observed, but paid holidays that fall on a Saturday are normally observed on the preceding Friday and those falling on a Sunday are normally observed on the following Monday.

Section 6 - If a holiday that is listed in Section 1 falls when an eligible employee is on paid sick leave pursuant to Article 32 - Sick Leave or paid vacation pursuant to Article 31-Vacation, the day shall be paid as a holiday.

Section 7 - An employee may take time off to celebrate a religious holiday after making arrangement with her supervisor at least ten (10) days in advance of the required day off. The time may be taken as vacation, if available, or without pay.

**ARTICLE 31
VACATIONS**

Section 1 - Regular full-time salaried employees and regular full-time hourly employees are eligible to receive vacation time and pay based on 37.5 hours a week. Part-time salaried employees and regular part-time hourly employees who are regularly scheduled to work 22.5 or more hours per week are eligible to receive pro-rata vacation time and pay based on 37.5 hours a week. Fee-for-service employees, part-time salaried employees, part-time hourly employees, temporary employees, casual employees and introductory employees are not eligible to receive vacation time or pay.

Section 2 - An otherwise eligible employee accrues vacation time and pay beginning after the end of the employee's introductory period calculated based on the employee's date of hire as follows:

<u>Length of Service</u>	<u>Amount of Vacation Time Accrued per Month</u>
Less than 3 years	1.25 day per month (15 days per year)
At least 3 years but less than 15 years	1.67 days per month (20 days per year)
15 or more years	2.08 days per month (25 days per year)

No vacation shall accrue when an employee is not on paid time (unless otherwise required by law).

Section 3 - An eligible employee may use accrued vacation time beginning January 1 of each year. An eligible employee may request use of vacation time by submitting a written request to her supervisor. Vacation requests shall be considered in the order received. Employee vacation requests shall be granted and scheduled by the Employer consistent with meeting client

service needs. An employee may use vacation time prior to its accrual with the written permission of and subject to terms set by the Employer.

Section 4 - An eligible employee may carry forward up to one-week of accrued and unused vacation time and pay into the next calendar year. (The Employer shall advise employees annually of this provision.) All other vacation time and pay must be taken in the calendar year in which it is earned or else it is waived. The Employer shall advise each employee of the amount of her accrued and unused vacation on a quarterly or more frequent basis.

Section 5 - If, on the Employer's initiative and due to an emergency, an employee's scheduled vacation is canceled, the employee may reschedule her vacation within ninety (90) days, receive appropriate vacation pay at the end of the ninety (90) day period if unable to reschedule her vacation, or may at his/her option receive appropriate vacation pay at the time her scheduled vacation was cancelled.

Section 6 - An eligible employee may receive vacation pay before the date the vacation is to begin by submitting a written request at least two (2) weeks in advance of the employee's last day of work before her approved vacation begins. Advanced vacation pay is only given to an employee when a full week vacation is approved and taken. Advanced vacation pay will be paid in the pay period immediately preceding the date the approved vacation begins. No partial-week vacation pay will be paid out in advance.

Section 7 - If a holiday that is listed in Section 1 of Article 30 - Holidays falls when an eligible employee is on paid vacation pursuant to this Article 31 - Vacation, the day shall be paid as a holiday.

Section 8 - In the event of the resignation or termination of an active employee, all accrued and unused vacation time shall be paid to the employee. In the event of the death of an active employee, all accrued and unused vacation time shall be paid to the employee's estate.

ARTICLE 32 SICK LEAVE

Section 1 - Regular full-time salaried employees and regular full-time hourly employees are eligible to accrue and be paid for sick leave for personal illness or injury or, when necessary, to care for an immediate family member (defined as the eligible employee's spouse or domestic partner, or child or parent whether by birth, marriage or adoption) who has a personal illness or injury. Regular part-time salaried employees and regular part-time hourly employees who are regularly scheduled to work 22.5 or more hours a week are eligible to receive pro-rated sick leave based on 37.5 hours a week for personal illness and injury or, when necessary, to care for an immediate family member as (defined above) who has a personal illness or injury. Fee-for-service employees, part-time salaried employees, part-time hourly employees, temporary employees and casual employees are not eligible to accrue or be paid for sick leave.

Section 2 - Otherwise eligible employees shall be eligible to accrue sick leave at the rate of one sick leave day for each calendar month in which the employee works at least eleven (11) days up to a maximum of thirty (30) sick leave days.

Section 3 - As an eligibility requirement for an otherwise eligible employee to be paid for sick leave for an employee's own personal illness or injury, the employee must provide the Employer with a note from the treating health care professional at the employee's health care provider substantiating that the employee had a personal illness or injury that prevented the employee from reporting for work as scheduled for (1) any absence of three or more consecutive work days or (2) any absence regardless of length by an employee who has received progressive

discipline for attendance in accordance with the terms of the discipline. If the Employer questions the adequacy or accuracy of the note, the employee shall provide the Employer with a release authorizing the employee's physician to communicate orally or in writing with the Employer regarding the employee's medical condition as it relates to the employee's absence for which she requests to be paid sick leave. The Employer shall not utilize the prior sentence for an arbitrary or capricious reason.

Section 4 - An eligible employee may use no more than three (3) days of sick leave to care for an immediate family member (as defined in Section 1) who has a personal illness or injury for each occurrence of illness or injury. The Employer may at its discretion allow an employee to use additional accrued sick leave for this purpose.

Section 5 - An eligible employee may use sick leave for an appointment with a health care provider that cannot be scheduled outside of the employee's regularly scheduled hours of work (following appropriate notice to the employee's supervisor) or in the case of an emergency.

Section 6 - Sick leave shall not be paid for absences from work on scheduled days off, paid holidays, vacations, or bereavement leave, or during any leave of absence except as provided in Article 34 - Family and Medical Leave.

ARTICLE 33 BEREAVEMENT LEAVE

Section 1 - Regular full-time salaried employees and regular full-time hourly employees are eligible to receive bereavement leave based on 7.5 hours a day. Part-time salaried and hourly employees are eligible to receive pro-rata bereavement leave based on 7.5 hours a day. Fee-for-service employees, temporary employees and casual employees are not eligible to receive bereavement leave.

Section 2 - An eligible employee is eligible for bereavement leave for up to five (5) scheduled days of work from the day the employee learns of the death, unless alternative arrangements are made with the employee's supervisor, at her regular rate of pay in the case of death in the immediate family for the purpose of making funeral arrangements, attending the funeral, or otherwise assisting in family matters related to the death. "Immediate family" is defined as spouse, domestic partner, child, parent and sibling. An eligible employee is eligible for bereavement leave for up to three (3) scheduled days of work from the day the employee learns of the death, unless alternative arrangements are made with the employee's supervisor, at her regular rate of pay in the case of death of the employee's mother-in-law, father-in-law, grandparents or grandchild for the purpose of making funeral arrangements, attending the funeral, or otherwise assisting in family matters related to the death.

Section 3 - An employee requesting bereavement leave shall produce proof of death satisfactory to the Employer, upon request, as a condition for receiving bereavement leave.

Section 4 - In the event a death of an employee relation listed in Section 2 occurs during an otherwise eligible employee's vacation, the employee may reschedule the vacation. In the event such a death occurs on a holiday, holiday pay, and not bereavement leave, will be paid on that day. Bereavement leave is not available during any leaves of absence.

Section 5 - Requests for additional unpaid leave for bereavement purposes may be approved on a case-by-case basis by the Employer. Approval shall be at the sole discretion of the Employer. Requests for unpaid bereavement leave greater than five (5) or three (3) scheduled work days, as the case may be, will be considered a request for a personal leave of absence in accordance with Article 37 - Personal Leave of Absence.

Section 6 - Requests for unpaid leave for bereavement purposes may be approved on a case-by-case basis by the Employer. Approval shall be at the sole discretion of the Employer. Requests for unpaid bereavement leave will be considered a request for a personal leave of absence in accordance with Article 37 - Personal Leave of Absence.

**ARTICLE 34
FAMILY AND MEDICAL LEAVE**

Section 1 - The Employer shall grant an eligible employee an unpaid leave of absence consistent with the Employer's Family and Medical Leave Act (FMLA), Massachusetts Maternity Leave Law (MMLL) and Small Necessities Leave Act (SNLA) policies as they may from time to time provide. The Employer will give the Union notice and the opportunity to bargain regarding the impact of a substantive change in such a policy.

Section 2 - An employee must use paid leave for which she is eligible while on an FMLA or SNLA, except a full-time employee may decline to use up to 37.5 hours of accrued and unused sick leave and vacation leave and a part-time employee may decline to use up to a pro-rated amount of accrued and unused sick leave and vacation leave based on 37.5 hours a week.

Section 3 - An employee who is eligible to receive worker's compensation shall be eligible for an unpaid leave of absence of up to six (6) months provided the employee is unable to perform work made available by the Employer. FMLA or MMLL shall run concurrent with leave provided by this Section. An employee who has exhausted her FMLA may choose to extend her leave for up to three (3) months provided she gives the Employer a statement from a health care provider attesting to the need for continued leave. At the end of the leaves provided by this Section the employee shall be placed in the same or similar position, unless the employee would have been unemployed had she not been on such leave. If the employee does not return to

work at the end of worker's compensation leave, the employee is subject to the provisions of Article 7 - Discipline and Discharge.

Section 4 - For purposes of this Article, "spouse" shall include "domestic partner" as defined in Article 2 - Definitions.

ARTICLE 35 JURY DUTY

Section 1 - An employee who is summoned for jury duty or grand jury duty must promptly submit evidence of the jury summons to her supervisor. If the date of jury duty or grand jury duty changes for any reason, the employee shall immediately advise her supervisor of the change in date.

Section 2 - An employee who is summoned for jury duty or grand jury duty will be eligible to receive up to three (3) days of regular pay for time lost from scheduled work hours as a result of jury duty. The employee shall provide a copy of the Juror Service Certificate to the Employer within fifteen (15) days of her return to work, and shall endorse and tender to the Employer any check received from the government which applies to jury duty or grand jury duty on any day for which the employee was paid wages by the Employer.

Section 3 - An employee is not required to report to work on any day she performs jury duty or grand jury service. An employee who is performing jury duty or grand jury duty is expected to report to work on any day she is excused from service if any hours remain in her work day, unless an alternative arrangement is agreed upon by the Employer.

ARTICLE 36 MILITARY LEAVE OF ABSENCE

An employee shall be granted military leave in accordance with applicable law.

ARTICLE 37 PERSONAL LEAVE OF ABSENCE

An employee who has completed the introductory period may request a personal leave of absence. The Employer may grant or deny the request in its sole discretion.

**ARTICLE 38
HEALTH AND SAFETY**

Section 1 - The Employer shall provide a safe and healthful work environment. The Employer is not responsible for conditions beyond the Employer's control in a client's home and community. The Employer shall make reasonable efforts to address employee safety issues related to home visits and community travel, but not limited to adjusting the time and/or place of visit, providing backup assistance or making alternative treatment arrangements.

Section 2 - The Employer shall make available a cell phone to any employee who is required to visit a client at the client's home when the employee is concerned for her or her client's safety in connection with such visit.

Section 3 - The Employer shall make available training on infectious diseases to all employees.

**ARTICLE 39
HEALTH INSURANCE**

Section 1 - After thirty (30) calendar days of employment (1) regular full-time salaried employees and regular full-time hourly employees, (2) part-time salaried employees and regular part-time hourly employees who are regularly scheduled to work twenty-two and one-half (22.5) or more hours a week, are eligible to receive health insurance benefits in accordance with the terms of the policy. After two consecutive pay periods of billing units a week fee-for-service employees who consistently bill twenty units per week (quarterly reviews of productivity will be made to determine continued eligibility) are eligible to receive health insurance in accordance with the terms of the policy. Part-time salaried employees and part-time hourly employees who

are not regularly scheduled to work twenty-two and one-half (22.5) or more hours a week, fee-for-service employees who do not consistently bill (20) units per week, temporary employees and casual employees are not eligible to receive health insurance.

Section 2 - If an employee with health insurance is on layoff or an unpaid leave of absence, benefits shall end on the day on which the employee is laid off or goes on an unpaid leave of absence. An employee with health insurance who is on an unpaid leave in accordance with Article 34 - Family and Medical Leave may continue benefits during leave in accordance with procedures promulgated by the Employer. Following termination of coverage, the employee may continue health insurance in accordance with the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

Section 3 - If an employee with health insurance terminates or resigns, her eligibility for any benefits under this Article shall terminate on the last day of employment, except as provided under COBRA unless the health insurance policy provides otherwise. An employee who terminates or resigns shall be reimbursed by the Employer for any overpayment of premium due to the termination or resignation.

Section 4 - During the annual open enrollment period, employees may select individual or family coverage for health insurance. Such elections shall continue for the plan year, absent a qualifying event, and shall renew automatically from plan year to plan year unless the employee selects otherwise.

Section 5 - Employer contribution rates for individual or family coverage for health insurance shall be 76% of the total premium for eligible full-time employees with an annual salary of less than \$32,000 and 63% of the total premium for eligible full-time employees with an annual salary of \$32,000 or more. The Employer’s contribution for eligible less than full-time

employees shall be pro-rated based on a 1.0 FTE. The Employee shall pay the balance of the total premium. These same percentages shall also apply to premium increases. In the year in which an employee's annual salary increases to or above \$32,000, the Employer will add to the employee's annual salary an amount of money which will approximately make the employee whole for the employee's increased cost of health insurance contributions due to the employee commencing health insurance contribution at a 37% rate.

Section 6 - It is understood that MSPCC does not operate the health insurance program outlined in this Article, but maintains policies or contracts with third parties to administer the program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 7 - MSPCC may change health insurance carriers so long as the benefits do not substantially change.

ARTICLE 40 DENTAL INSURANCE

Section 1 - After thirty (30) calendar days of employment (1) regular full-time salaried employees and regular full-time hourly employees, and (2) part-time salaried employees and regular part-time hourly employees who are regularly scheduled to work twenty-two and one-half (22.5) or more hours a week, are eligible to receive dental insurance benefits in accordance with the terms of the policy. After two consecutive pay periods of billing twenty (20) units a week fee-for-service employees who consistently bill twenty (20) units per week (quarterly reviews of productivity will be made to determine eligibility) are eligible to receive dental insurance in accordance with the terms of the policy. Part-time salaried employees and part-time hourly employees who are not regularly scheduled to work twenty-two and a half (22.5) or more

hours a week, fee-for-service employees who do not consistently bill twenty (20) units per week, temporary employees and casual employees are not eligible to receive dental insurance.

Section 2 - If an employee with dental insurance is on layoff or an unpaid leave of absence, benefits shall end on the day on which the employee is laid off or goes on an unpaid leave of absence. An employee with dental insurance who is on leave in accordance with Article 35 - Family and Medical Leave may continue benefits during leave in accordance with procedures promulgated by the Employer. Following termination of coverage, the employee may continue dental insurance in accordance with the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

Section 3 - If an employee with dental insurance terminates or resigns, her eligibility for any benefits under this Article shall terminate on the last day of employment, except as provided under COBRA unless the dental insurance policy provides otherwise. An employee who terminates or resigns shall be reimbursed by the Employer for any overpayment of premium due to the termination or resignation.

Section 4 - During the annual open enrollment period, employees may select individual or family coverage for dental insurance. Such elections may continue for the plan year, absent a qualifying event, and shall renew automatically from plan year to plan year unless the employee selects otherwise.

Section 5 - Employer contribution rates for individual or family coverage for dental insurance shall be 70% of the total premium for eligible full-time employees with an annual salary of less than \$32,000 and 55% of the total premium for eligible full-time employees with an annual salary of \$32,000 or more. The Employer’s contribution for eligible less than full-time employees shall be pro-rated based on a 1.0 FTE. The Employer shall pay the balance of the total

premium. These same percentages shall also apply to premium increases. In the year in which an employee's annual salary increases to or above \$32,000, the Employer will add to the employee's annual salary an amount of money which will approximately make the employee whole for the employee's increased cost of dental insurance contributions due to the employee commencing dental insurance contribution at a 45% rate.

Section 6 - It is understood that MSPCC does not operate the dental insurance program outlined in this Article, but maintains policies or contracts with third parties to administer the program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 7 - MSPCC may change dental insurance carriers so long as the benefits do not substantially change.

ARTICLE 41 MEDICAL REIMBURSEMENT PLAN

The Employer shall make available to employees who are eligible for health insurance in accordance with Article 39 - Health Insurance the opportunity for payroll deductions of up to \$2,000 annually for anticipated medical expenses incurred by you or an individual who receives health insurance coverage under Article 39 - Health Insurance within the same calendar year that are not covered by health insurance. The Employer will promulgate procedures to implement this medical reimbursement plan.

ARTICLE 42 GROUP LIFE INSURANCE

Section 1 – After completion of the introductory period, regular full-time salaried employees and regular full-time hourly employees are eligible to receive group life insurance in

accordance with the terms of the policy. After completion of the introductory period, part-time salaried employees and regular part-time hourly employees who are regularly scheduled to work at least thirty (30) hours a week are eligible to receive life insurance in accordance with the terms of the policy. Fee-for-service employees, part-time salaried employees, part-time hourly employees, temporary employees, casual employees and introductory employees are not eligible to receive group life insurance.

Section 2 - Each eligible employee shall be covered in an amount equal to the employee's annual salary or, if that salary does not include an even thousand dollar amount, in an amount equal to the employee's annual salary rounded to the next highest thousand dollar. The Employer shall pay the premium.

Section 3 - It is understood that MSPCC does not operate the group life insurance program outlined in this Article, but maintains policies or contracts with third parties to administer that program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 4 - MSPCC may change group life insurance carriers so long as the benefits do not substantially change.

ARTICLE 43 LONG-TERM DISABILITY

Section 1 - After one calendar year of service, regular full-time salaried employees and regular full-time hourly employees are eligible to receive long-term disability (LTD) insurance in accordance with the terms of the policy. Part-time salaried employees and regular part-time hourly employees after one calendar year of service, who are regularly scheduled to work thirty (30) or more hours a week are eligible to receive LTD insurance in accordance with the terms of

the policy. Fee-for-service employees, part-time salaried employees, part-time hourly employees, temporary employees, casual employees and introductory employees are not eligible to receive LTD insurance.

Section 2 - LTD insurance begins 181 days after the eligible employee's legitimate personal illness or injury and provides replacement pay for 60% of gross monthly pay up to a maximum monthly benefit of \$5,000, offset by the full amount of any other benefits for which the employee is eligible, such as Social Security or Worker's Compensation. LTD insurance ends when the employee turns age 65. The Employer pays the premium.

Section 3 - It is understood that MSPCC does not operate the LTD insurance program outlined in this Article, but maintains policies or contracts with third parties to administer the program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 4 - MSPCC may change LTD insurance carriers so long as the benefits do not substantially change.

ARTICLE 44 SHORT-TERM DISABILITY INSURANCE

Section 1 - After one calendar year of service, regular full-time salaried employees and regular full-time hourly employees are eligible to receive short-term disability (STD) insurance in accordance with the terms of the policy. After one calendar year of service, part-time salaried employees and regular part-time hourly employees who are regularly scheduled to work 30 or more hours a week are eligible to receive STD insurance in accordance with the terms of the policy. Fee-for-service employees, part-time salaried

employees, part-time hourly employees, temporary employees, casual employees and introductory employees are not eligible to receive STD insurance.

Section 2 - An otherwise eligible employee must use any accrued and unused sick leave during the first fourteen (14) calendar days after the occurrence of the employee's legitimate personal illness or injury as a further eligibility requirement for the use of STD insurance. STD insurance begins fifteen (15) calendar days after the occurrence of the eligible employee's legitimate personal illness or injury, or after the employees uses additional accrued and unused sick leave (if the employee chooses to do so), whichever comes later, and continues until (1) 180 calendar days after that illness or injury, and provides replacement pay for 70% of gross monthly pay, (2) the employee becomes eligible for Worker's Compensation; or (3) otherwise in accordance with the terms of the plan. The Employer pays the premium.

Section 3 - It is understood that MSPCC does not operate the STD insurance program outlined in this Article, but maintains policies or contracts with third parties to administer that program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 4 - MSPCC may change STD insurance carriers so long as the benefits do not substantially change.

ARTICLE 45 PROFESSIONAL LIABILITY INSURANCE

Section 1 - The Employer shall provide professional liability insurance coverage for employees in accordance with the terms of the plan.

Section 2 - Professional liability insurance coverage begins upon commencement of employment and ends on termination of employment. The limits of coverage are \$1,000,000 for

each individual claim with a \$3,000,000 aggregate. The Employer shall also maintain \$5,000,000 umbrella coverage.

Section 3 - It is understood that MSPCC does not operate the professional liability insurance program outlined in this Article, but maintains policies or contracts with third parties to administer that program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 4 - MSPCC may change professional liability insurance carriers so long as the benefits do not substantially change.

ARTICLE 46 TRANSPORTATION

Section 1 - The Employer will maintain liability insurance coverage, including umbrella coverage, for employees who use their personal motor vehicles during the course of their employment. The employee's personal automobile insurance policy shall be applied first in all circumstances.

Section 2 - It is understood that MSPCC does not operate the liability insurance program outlined in this Article, but maintains policies or contracts with third parties to administer the program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

ARTICLE 47 DEPENDANT CARE ASSISTANCE/ REIMBURSEMENT ACCOUNT PROGRAM

Section 1 - The Employer shall make available to all employees a dependant care assistance/reimbursement account program through payroll deduction for qualified purposes in

accordance with the terms of the program.

Section 2 - It is understood that MSPCC does not operate the dependant care assistance/reimbursement account program outlined in this Article, but maintains policies or contracts with third parties to administer that program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 3 - MSPCC may change dependant care assistance/reimbursement account carriers so long as the benefits do not substantially change.

ARTICLE 48 403(b) PLAN

Section 1 - All employees are eligible to participate in MSPCC's 403(b) plan and make elective deferrals in accordance with the terms of the plan.

Section 2 - Each employee who (1) has worked 1000 or more hours in the twelve (12) months preceding December 31 in any calendar year (or fee-for-service employees who have satisfied the comparable service formula) and (2) is employed on December 31 of that year is eligible to receive an unvested Employer contribution in accordance with the terms of the plan. Contributions by the Employer to the plan are discretionary. After one calendar year of service, any Employer contributions are vested.

Section 3 - It is understood that MSPCC does not operate the 403(b) program outlined in this Article, but maintains policies or contracts with third parties to administer that program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 4 - MSPCC may change 403(b) plan administrators so long as the benefits do not substantially change.

**ARTICLE 49
MILEAGE REIMBURSEMENT**

Section 1 - The Employer shall reimburse an employee required to use a personal motor vehicle for work for actual miles driven at the rate of 37 cents per mile.

**ARTICLES 50
SUPPLIES**

The Employer shall provide to each site an adequate supply of appropriate therapeutic tools (such as instructional videos, toys, games, etc.) for the use of employees in the performance of their duties.

**ARTICLE 51
CREDIT UNION**

Section 1 - The Employer shall make available to all employees direct deposit to a credit union (or a financial institution which accepts direct deposit) through payroll deduction in accordance with the terms of the credit union. Deposits are the property of the depositing employee.

Section 2 - It is understood that MSPCC does not operate the credit union program outlined in this Article, but maintains policies or contracts with third parties to administer that program. Any dispute concerning eligibility for or payment of benefits under such policies or contracts shall be resolved in accordance with the terms of the plan or contract documents and is not subject to Article 24 - Grievance and Arbitration Procedure.

Section 3 - MSPCC may change credit unions so long as the benefits do not substantially change.

**ARTICLE 52
PERSONNEL FILES**

Section 1 - An employee shall have access to her official personnel file, which shall be kept in the Human Resources Department. Access shall be permitted during regular business hours by appointment at the clinical site requested by the employee. A request for an appointment to review a personnel file shall be reasonably accommodated based on the operating needs of the Employer.

Section 2 - An employee shall receive a copy of any evaluation or discipline notice placed in her personnel file. An employee may place in her personnel file a comment to any document that has been placed in her file.

Section 3 - An employee shall be provided with a copy of her official personnel file upon written request by the employee to the Human Resources Department, provided the employee reimburses the Employer for reasonable costs incurred in copying the official personnel file in excess of 30 pages.

**ARTICLE 53
LEGALITY/STABILITY OF AGREEMENT**

Section 1 - If any term or provision of this Agreement is at any time declared to be invalid by a court of competent jurisdiction, such decision shall not invalidate the entire Agreement. All other terms and provisions of this Agreement not declared invalid shall remain in full force and effect. The parties shall meet and negotiate regarding the provision declared to be invalid and a replacement for it.

Section 2 - No agreement, understanding, alteration or variation of any term or provision of this Agreement shall bind the parties unless made and executed in writing by the parties.

Section 3 - The failure of the Employer or the Union to insist, in any one or more

incidents, upon performance of any of the terms or provision of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such terms or provisions, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 54 COMPLETE AGREEMENT

Section 1 - This Agreement constitutes the entire agreement between the Employer and the Union. No agreement, additions, waivers, understanding, deletions, changes or amendments of any term or provision of this Agreement shall bind the Employer or the Union or be effective during the term of this Agreement, unless evidenced by a written document which has been signed and dated by the Employer and the Union.

Section 2 - The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3 - The Employer shall not be deemed to have agreed to any term or condition of employment not specifically set forth in this Agreement. Any alleged past practice of the Employer which is not included in this Agreement shall not be considered agreed to.

ARTICLE 55 DURATION

This Agreement shall go into effect on February 14, 2007 and shall continue in effect from its effective date until February 14, 2010 and shall thereafter automatically be renewed from year to year unless either party, shall notify the other party in writing at least sixty (60)

days prior to any such expiration date that it desires to change or modify the terms thereof.

Executed this 14th day of February, 2007 in Boston, Massachusetts.

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION

**MASSACHUSETTS SOCIETY FOR THE PREVENTION OF CRUELTY TO
CHILDREN**

Marylou Sudders
President and Chief Executive Officer