

Agreement made on May 15, 2008 between Coastline Elderly Services, Inc. (hereinafter referred to as the "Employer" and/or "CESI"), and Local 509, Service Employees International Union (hereinafter referred to as the "Union").

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining on wages and working conditions for, and this Agreement applies to, all full-time and regular part-time: Case Managers, Protective Service Workers, Elder-At-Risk Case Managers, Information and Referral Workers, Hospital-Based Case Managers, Congregate Housing Coordinators, Nurses employed by the Employer at its New Bedford, Massachusetts location. This Agreement does not apply to Foster Grandparent volunteers, Elder Service Corp. employees, Home Health Aides, volunteers, temporary employees, managers, clerical employees, confidential employees, Contract Specialists, Data Processing employees, Bookkeepers, Accountants, Senior Aides, coordinators, Elderly Nutrition employees, supervisors, managerial employees, and all other employees.

ARTICLE 2 - DEFINITIONS/JOB CLASSIFICATIONS

Section 1.

Unless otherwise indicated by the contract, the term "employee" shall refer to any employee covered by this Agreement.

Section 2.

The term "full-time employee" shall refer to any employee who has achieved permanent status, is paid by CESI with funds received from the Commonwealth of Massachusetts Executive Office of Elder Affairs, and is normally scheduled to work at least thirty-five [35] hours per week or a full-time work schedule as set forth in this Agreement in Article 7, Section 10 and 11.

Section 3.

The term "regular part-time employee" shall refer to any employee who has achieved permanent status, is paid by CESI with funds received from the Commonwealth of Massachusetts Executive Office of Elder Affairs, and is normally scheduled to work twenty [20] or more hours, but less than thirty-five [35] hours per week.

Section 4.

"Permanent status" shall be achieved by the following procedure:

- A. Each position subject to this Agreement shall have an introductory period as set forth in Article 5.
- B. If an employee has not been terminated during the applicable introductory period, s/he shall achieve permanent status at the conclusion of the applicable introductory period.

Section 5.

The term "grant employee" shall refer to any employee who in part or in whole is employed for a specifically-funded project, demonstration project, or is not funded by the Massachusetts Department of Elder Affairs, and who at the time of hire is informed that such employment is for a predetermined duration not to exceed twelve [12] months, shall be considered a temporary employee and shall be excluded from the bargaining unit covered by this Agreement.

Section 6.

The term "temporary employee" shall refer to any employee who is hired for a period of time of not more than twelve [12] months, and who at the time of hire is informed that her/his employment is for such a limited period, and shall be excluded from the bargaining unit covered by this Agreement.

Section 7.

The term "s/he" shall denote either she or he in this Agreement.

ARTICLE 3 - UNION MEMBERSHIP/AGENCY FEE

Section 1.

Employees shall, as a condition of employment, within thirty [30] days of the date of this Agreement or within thirty [30] days after the date of hire, either:

- A. Acquire and maintain membership in the Union in good standing; or
- B. Tender to the Union a service fee equal to periodic dues uniformly required as a condition of membership in the Union; provided, however, that in no event shall an employee be required to tender a service fee which exceeds the maximum amount that may be lawfully collected, or be used for the support of political candidates.

Section 2.

Any employee who fails to comply with Section 1 of this Article, as applicable, the Employer will separate the employee from employment for just causes, provided:

- A. That the Union shall have notified the Employer and the employee in writing of such default, and said employee shall have failed to remedy the default within thirty [30] days after receipt of such notice; and
- B. The Union then notifies the Employer that the Union is requesting the Employer to separate the employee from employment because of failure to comply with Section 1 and/or remedy any default.
- C. In the event that an employee has filed a claim or complaint with an administrative agency or in a court having competent jurisdiction and said claim or challenges the appropriateness of the dues or agency service fee amount, the Employer shall not be required to take any action against said employees until the matter is resolved by the administrative agency or court, provided said employee authorizes the placement of the dues or agency service fee deduction in an escrow account. The terms of the escrow account will be negotiated between the Union and the employee.

Section 3.

When a new bargaining unit employee is hired by the Employer, the name, address, job classification, date of hire and rate of pay of the employee will be given to the Union on or about the employee's first day of work. The Employer will also within thirty [30] days advise the Union of any other changes in personnel.

Section 4.

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

Section 5.

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

Section 6.

During the period of this Agreement, the Employer will deduct Union dues or equivalent service fees for each employee who submits, in writing, an appropriate payroll deduction authorization specifying the amount of said deduction. Such deductions will be made in each payroll period.

If an employee wishes to revoke her/his dues deduction authorization, s/he may do so by written notice to the Union and the Employer.

Section 7.

- A. An employee may consent in writing to the authorization of the deduction of a political education fund fee from her/his wages, and to the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall bear the signature of the employee. An employee may withdraw her/his political education fund fee authorization by giving at least thirty [30] days notice in writing to her/his fiscal manager.
- B. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

Section 8.

The Union agrees to indemnify and hold the Employer harmless for any and all claims, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

It is understood that for the duration of this Agreement, employees shall continue to serve under the direction of the Executive Director or Employer in accordance with CESI Board policies, administrative rules, regulations, and the provisions of this Agreement.

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, functions and responsibilities for the administration of CESI are retained and reserved to the Employer, whether or not exercised by the Employer prior to the execution of this Agreement, including but shall not be limited to the rights to manage the affairs of CESI, and to maintain and improve the efficiency of its operations; to determine the methods, means, manner, process and personnel by which all operations are to be conducted; to determine the qualifications for all jobs; to hire, discharge, retain, suspend, discipline, lay off, transfer, promote and demote employees; to require medical examinations of employees as

incident to their receiving benefits under any of the Employer benefit plans; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reassign caseloads, geographic areas served, or unit supervisors; to reorganize, enlarge, reduce or discontinue an agency function, position or department; to promulgate rules and procedures relating to employment; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to sub-contract work; and to take other such action as it deems necessary to maintain the goals and efficiency of the Employer's operations.

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

In appropriate circumstances as determined by the Employer, other employees, including managerial or supervisory employees, may perform work usually done by employees in the bargaining unit. The fact that these employees do bargaining unit work will not result in their being included in the bargaining unit.

ARTICLE 5 - INTRODUCTORY PERIOD

Section 1.

Bargaining unit members shall be required to serve an introductory period of four (4) calendar months. This period shall commence on the employee's first day of work. This introductory period may be extended for a period of not more than three (3) calendar months at the discretion of the Employer. If the introductory period is extended, the reasons for the extension shall be put in writing on or before the end of the initial term of the introductory period, and those reasons shall be placed in the employee's personnel file. The extension of an introductory period shall not be subject to the grievance procedure and/or arbitration provided for in Article 14.

Section 2.

An introductory employee may be disciplined or discharged in the sole discretion of the Employer during or at the end of the Introductory period or any extension thereof, and said discipline or discharge shall not be subject to the grievance procedure and/or arbitration provided for in Article 14.

Section 3.

Any employee re-entering service with the Employer after a break in service exceeding four (4) months shall be treated as a new employee under Section 1 above.

Section 4.

Employees who are promoted to a new position within CESI with different job responsibilities shall be required to serve an Introductory period of sixty days. If, at the completion of the requisite introductory period, the Executive Director recommends termination from the position, the employee shall be credited with seniority accrued while serving in the new position.

Section 5.

The Introductory period shall be extended by one (1) day for each day of such period on which CESI is open and the employee in question is absent from work.

Section 6.

The term Introductory Period for all legal purposes shall mean and/or the legal equivalent of an Probationary Period in this Agreement.

ARTICLE 6 - SENIORITY

Section 1.

Seniority shall be defined as the length of continuous service in the bargaining unit an employee has with the Employer, regardless of whether such service is regular part-time or full-time. Seniority shall not accrue when an employee is absent from work for the period of time s/he is on unpaid leaves of absence, except as set forth in Article 22. Seniority shall accrue when an employee is absent from work for the period of time s/he is on approved Family Medical Leave, Article 16.

Section 2.

The Employer will give preference to the employee having the most seniority when granting vacation time, personal time, administrative leave, and leaves of absence when such requests are in conflict.

Section 3.

A seniority list of all Union members, according to classification, as of the effective date of May 15, 2008 shall be prepared by the Employer and become Appendix "A" of this Agreement. Upon reasonable request to the Executive Director by the Union, an updated seniority list shall be provided.

ARTICLE 7 - HOURS OF WORK

Section 1.

Regular office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except as set forth in Section 11 for four [4] day week employees, during which hours a full range of services will be made available to clients. The normal work week for employees is thirty-five [35] hours per week. Employees must take their lunch period between the hours of 11:00 a.m. and 3:00 p.m.. The lunch period is unpaid. Employees working four [4] hours or less per day shall not receive lunch periods, while those employees working in excess of four [4] hours per work day must take a pro-rated unpaid lunch period. An employee's work week does not include time spent in an unpaid one [1] hour or pro-rated lunch period per day.

Section 2.

The Executive Director or her/his designee shall determine and schedule employees working days, daily start times, and daily and weekly hours of work during the week. When CESI needs require that a bargaining unit employee be assigned to work on a weekend, the Employer shall first solicit volunteers for weekend work before assigning an employee to such work. If there are no qualified volunteers within the classification requested for the needed hours, the Executive Director or her/his designee shall select an employee to work the needed hours.

Section 3.

Each employee shall fill out her/his own time sheet either manually on a form provided by CESI or electronically as required by CESI, and shall submit such time sheets for verification and approval of hours worked in accordance with the procedures prescribed by CESI.

Section 4.

No overtime work shall be approved for compensation unless prior approval has been obtained from the department head or other management designee. In the event of an actual emergency, the employee shall notify her/his supervisor as soon as possible. Authorized overtime shall be compensated in the following manner:

- A. Time worked beyond thirty-five (35), but less than forty (40), hours in a week shall be compensated by an equivalent amount of time off.
- B. Time worked in excess of forty (40) hours in a week shall be compensated by compensatory time off at the rate of one and one-half (1½) times.
- C. For purposes of overtime, time worked shall include vacation days, holidays, sick days, personal days, and bereavement leave.

- D. Incidental overtime, defined as non-recurring time of one-half (½) hour or less in any one (1) day, shall not be counted as compensable overtime.
- E. Lunch hours shall not be accrued, nor shall they be counted for purposes of overtime, except if an employee is requested to work during lunch. However, if an employee requests and receives prior approval from the department head or other management designee to work through lunch, an employee who works through lunch at her/his request shall be compensated only by straight time off taken the same day; and the time worked shall not be added to actual work when calculating any overtime hours, nor shall it accrue.

Section 5.

In the event the Employer reinstates a policy that employees are required to carry pagers/beepers, it agrees to notify the Union and if requested by the Union to negotiate the rate of compensation.

Section 6.

Meetings of the staff called by the Executive Director, directors, or supervisors for discussion of agency business shall be held during normal business hours. Employees may be required to attend such meetings even if they are not scheduled to work at such time, provided adequate notice of such meetings is given. In such cases, employees shall be compensated according to Section 4 above for the time spent in the meeting. Employees will not be required to attend staff meetings when they are on vacation.

Section 7.

Employees are expected to make every effort to be present at work at their usual arrival time and, if this is not possible, to notify their unit supervisor as soon as possible of their scheduled arrival time. Lateness beyond one (1) hour's time will be counted as vacation leave. Excessive tardiness shall result in disciplinary action.

If an employee is going to be tardy or absent, it is the employee's responsibility to notify her/his supervisor of those appointments which must be canceled and of other matters which must be attended to. If the supervisor is not available, the employee should notify the department supervisor or, if s/he is not available, the Executive Director.

Section 8.

Under the terms of this Agreement, the maximum compensatory time which can be accumulated at any one point is time is forty (40) hours. Compensatory time shall be taken by the employee, subject to approval of the supervisor or other management designee, taking into account the operating needs of the Employer and the individual schedule of the employee. With the approval of the Executive Director, compensatory time may be used prior to or following a vacation. A supervisor of management

designee may request an employee to take compensatory time, taking into account the operating needs of the Employer and the individual schedule of the employee.

Section 9.

Unused compensatory time shall not be compensated upon termination of an employee except when the employee is laid off from her or his position in accordance with Article 25.

Section 10.

Flex time will be allowed, subject to approval of the Executive Director or her/his designee. The schedule for flex time is a two (2) week period is five (5) working days from 8:00 a.m. to 4:30 p.m. with one (1) hour unpaid lunch, and four (4) working days from 8:00 a.m. to 5:00 p.m. with one (1) hour of unpaid lunch. During this two (2) week period of time, an additional one-half (1/2) hour of work will be scheduled and assigned by the Executive Director or her/his designee unless the employee requests a one (1) day reduction of the lunch period from (1) hour to one-half (1/2) hour subject to the approval of the Executive Director or her/his designee. The employee's day off will be either a Monday or Friday, as determined by the Executive Director or her/his designee.

- A. Employees working on a four (4) day work week shall work on a scheduled day off if required to do so by their supervisor or department head. In such circumstances, employees will be entitled to compensatory time under the provisions of Section 4 above.
- B. For weeks in which a recognized holiday falls, all employees on flex schedules shall take their usual flex day and holiday time within the same pay period. Flex time employees shall make up the difference in hours by working an additional one-half (1/2) in the five (5) day week, and an additional hour in the four (4) day week, as assigned by the Executive Director or her/his designee, or charge the time to vacation or compensatory time within the same pay period.

Section 11.

Full-time employee's may be eligible for a four (4) day work week subject to approval by the Executive Director of his/her designee. To ensure adequate coverage, the following procedures will apply.

- A. To be eligible for a four -day workweek, an employee must be full-time and have completed his or her four-month Introductory period.
- B. Requests for a four-day work schedule shall be submitted on the employer's approved form to the Executive Director or his/her designee. The Executive Director or his or her designee has the sole approval of this request.

- C. Employees must select a day off and schedules must remain in effect for a minimum of three months.
- D. An employee working a four-day work week shall be awarded seven hours off for each legal holiday. All employees' utilizing the four-day work schedule will consider a paid holiday as their normal day off. Employees will work the remainder of the week at seven (7) hours per day during the holiday week.

Alternatively, an employee may request in writing, 30 days in advance on the employer's approved form to take their normal day off together with the holiday. This employee shall work during the holiday week, two (2) days from 8:00 a.m. to 6:30 p.m. and that Friday from 8:00 a.m. to 6:00 p.m. for a total of 28 hours.

- E. Employees working a four-day work week must take one hour for lunch, between the hours of 11:00 a.m. and ending at 3:00 p.m..
- F. There shall be flexibility with regard to which hours during the day an employee works as long as the requisite 35 hours are worked each week. Example: employees may work 8 ½ hours on Monday and Tuesday, and then 9 hours on Wednesday and Thursday. So a staff member may work 8:00 a.m. - 6:00 p.m. (which includes 1 hour for lunch) on Tuesday, as long as such a schedule is consistent from week to week and is not in conflict with the needs of the agency.
- G. Employees on a four-day work week are not eligible for Flextime.
- H. An employee's schedule must be submitted, after approval, to their supervisor, on the employer's approved form prior to the start of the four-day work week
- I. Each team must provide coverage to the public from 8:00 a.m.- 6:00 p.m., Monday through Friday.
- J. An employee's position's responsibilities must be covered and their schedules must meet the needs of the agency and the needs of his or her team.
- K. The employer reserves the right to change schedules to comply with the needs of the agency.
- L. Within the teams, if there is a conflict of requests, the Executive Director or his or her designee may consider an employee's seniority in his/her job classification.

ARTICLE 8 - SALARIES

Section 1.

- (A). Effective July 1, 2008, each employee on the active payroll as of that date shall receive an increase to his or her base salary equal to 4.00% of his or her June 30, 2008 base salary.

- (B) Effective July 1, 2009, each employee on the active payroll as of that date shall receive an increase to his or her base salary equal to 3.25% of his or her June 30, 2009 base salary.
- (C) Effective July 1, 2010, each employee on the active payroll as of that date shall Receive an increase to his or her base salary equal to 3.25% of his or her June 30, 2010 base salary.

Section 2.

The starting rates for Case Managers, Information and Referral Workers, and Hospital-Based Case Managers shall be:

7/1/08 \$32,135.69
7/1/09 \$33,180.10
7/1/10 \$34,258.45

The starting rates for Nurses shall be:

7/1/08 \$45,367.94
7/1/09 \$46,842.40
7/1/10 \$48,364.78

Section 3.

The Employer has the discretion to pay a new employee at a higher rate than the applicable starting rates in Section 2, provided no such employee is hired at a base rate higher than below: in making a determination to pay a new employee at a higher rate, the employer may consider the following factors, among others: previous experience, educational background, bilingual and other skills, provided such factors are related to the job.

Case Managers, Information and Referral Workers, and Hospital- Based Case Managers

7/1/08 \$33,669.51
7/1/09 \$34,763.77
7/1/10 \$35,893.59

Nurses:

7/1/08 \$52,172.51
7/1/09 \$53,868.12
7/1/10 \$55,618.83

Section 4.

Congregate Housing Coordinator's salary and hours of work is subject to the funding provided by the Executive Office of Elder Affairs and is not subject to this Agreement.

Section 5.

Whenever an employee is assigned to work in a higher classification level on a temporary basis, that employee shall be paid at the rate of an employee in that classification with the same length of service with the Employer for each hour of work.

Section 6.

A. There shall be no further reopener negotiations during the term of this contract, unless the Legislature enacts salary reserve legislation and/or a quality care initiative legislation that would provide a greater percentage increase, taking into account fringe benefits, than the increases provided for in Section 1 above, in which case the parties shall meet to negotiate over the distribution of such salary reserve to those employees affected by the reserve legislation.

B. There shall be no further reopener negotiations during the term of this contract, unless the Commonwealth appropriates additional funds, so called Quality Care pay increases, taking into account mandatory fringe benefits, for employees completing training. The parties agree to reopen the contract to negotiate the distribution of so called Quality Care payments in accordance with any and all legislative mandates and restrictions.

Section 7.

If at any time during the term of this Agreement the funding received by the Employer is insufficient to provide for the increases in salaries set forth above, this Agreement shall be reopened for the sole and limited purpose of negotiating a revised salary scale to reflect the funding shortfall. The Employer shall provide the Union with written notice of a reopener for this purpose. If the Employer and the Union have not negotiated a new salary scale after 30 days from the date of the reopener notice, then the matter shall be immediately submitted to the American Arbitration Association for appointment of an impartial arbitrator whose sole authority shall be to determine a new salary scale proportionate to the funding shortfall. The fees of the arbitrator and the Association shall be borne equally by the Employer and the Union. All other terms and conditions of this Agreement shall remain in full force and effect during any reopener and/or pending arbitration under this section.

Section 8.

Certification and/or Licensure - All employees who have a Licensure or certification in the following areas will receive the following incentive payment.

LSW - \$15.00 - per pay period
LCSW - \$20.00 per pay period
AIRS Certification - \$15.00 - per pay period

Each year in July, an employee requesting this incentive payment must submit a copy of their current license/certification to fiscal to be eligible for this benefit. Payment begins upon receipt of documentation.

If an employee receives a license or certification during the course of a fiscal year, she/he must submit a copy of the license or certification to be eligible for the incentive payment.
Payment begins upon receipt of documentation.

If an employee's certification or license lapses or is revoked, they are required to notify the fiscal department immediately to cease the incentive pay retroactive to date of lapse or revocation.

This incentive pay is separate from base salary and extended as an incentive to staff to seek licensure/certification,

ARTICLE 9 - HOLIDAYS

Section 1.

The following holidays shall be observed with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Independence Day	Christmas Day
Memorial Day	

Regular part-time employees shall receive only those days or portion of days off with pay on which they are normally scheduled to work.

Section 2.

In order to be paid for the holiday, the employee must work the full scheduled work day immediately preceding and following the holiday. Failure to meet this requirement will result in forfeiture of holiday pay, except where the employee is absent on work days due to vacation, personal, or use of sick leave. In cases of the employee's use of sick leave, the Executive Director or her/his designee may require a written statement from a doctor substantiating the nature of the illness.

Section 3.

If any of the aforementioned holidays fall on Saturday or Sunday, the holiday shall be observed on the day the Commonwealth of Massachusetts Executive Office of Elder Affairs observes its holiday.

Holidays enumerated shall be observed on the dates established by the Massachusetts legislature.

Section 4.

Any holiday occurring during an employee's vacation shall not be charged against vacation leave.

Section 5.

Religious holidays, other than legal holidays observed by the Employer, may be observed by arrangement with the Executive Director or her/his designee, provided that the time used is charged to vacation leave, personal leave, or leave without pay, at the employee's choice; and provided such leave does not interfere with the operations of the Employer.

Section 6.

Employees will be granted only one seven [7] hours of administrative leave the day before or the day after one of the five [5] following holidays: Thanksgiving, Christmas, New Year's, 4th of July and Labor Day. Requests for this leave will be granted based upon seniority in the employee's classification when requests are in conflict. Employees on flex-time will make up additional time by use of vacation time. Further, the Executive Director has the right to require no more than one-third [1/3] of the bargaining unit to be at work on the above days. Regular part-time employees will be granted this administrative leave pro-rated to hours worked.

Section 7.

Employees will be granted a birthday leave of seven (7) hours provided that it is taken either two (2) weeks prior or two (2) weeks after the birthday subject to the approval of the Executive Director or his/her designee. Regular part-time employees will be granted this birthday leave pro-rated to hours worked.

ARTICLE 10 - VACATION

Section 1.

Full-time employees accrue vacation time on a monthly basis according to the following schedule:

- A. First year of continuous employment:
Twelve [12] days per year.
- B. Second through third years of continuous employment:
Fifteen [15] days per year.
- C. Fourth through ninth years of continuous employment:
Twenty [20] days per year.
- D. Tenth or more subsequent years of continuing employment:
Twenty-five [25] days per year.

No annual leave shall be accrued during any month in which an employee is on the payroll less than fifteen [15] working days.

Section 2.

Employees will not be eligible for vacation pay during their introductory period.

Section 3.

Under the terms of this Agreement the maximum vacation time which can be accumulated at any one point in time is one hundred and eighty [180] hours. Vacation time cannot be taken in increments greater than fifteen [15] consecutive work days without the approval of the Executive Director or her/his designee.

Section 4.

An employee may not receive vacation pay in lieu of time off, nor be permitted to be on vacation leave and work concurrently for extra pay.

Section 5.

- A. An employee shall make her/his request for a vacation of less than five [5] days duration at least forty-eight [48] hours in advance of the leave, except in extenuating circumstances, to the Executive Director or her/his designee.

Vacation requests of five [5] or more days must be submitted to the Executive Director or her/his designee no less than fifteen [15] working days in advance of the first day of leave.

- B. Requests for summer vacation and winter vacation must be submitted to the Executive Director or her/his designee by May 15 and November 1, respectively, of each calendar year. Summer vacation shall be defined as occurring between July 1 and the day after Labor Day. Winter vacation shall be defined as occurring between the day before Thanksgiving and January 2.

All requests for summer and winter vacation, as defined above, shall be held for approval until the May 15 and/or November 1 deadline. Requests for vacation time will be granted based on seniority in the employee's classification when requests

are in conflict. Employees shall be notified of request status within five [5] working days of the deadline. If after such notification is given and there is available time, an employee may request such time according to Section 5-A.

- C. An employee who is taking vacation leave is responsible for submitting to her/his supervisor or designee, at least one [1] day prior to vacation leave commencing, a memo summarizing issues that may arise and the desired results, critical dates and recommended action that may occur or should be taken during vacation. The purpose of the report is to ensure that clients receive the proper care during a vacation period. The memo is required for clients who may require action during vacation. The following examples are not inclusive but are listed for guidance: hospital discharge, surgery, hospitalization, nursing home placement or discharge, changes in care plan, potential loss of informal support (such as care giver), VNA, eviction, legal actions, and chore services.
- D. Approval for any employee to take more than four [4] weeks vacation at one time shall not be given except in extenuating circumstances.

Section 6.

Employees who voluntarily terminate employment, retire, or are involuntarily terminated shall receive payment for accrued vacation time up to a maximum accumulation of one hundred and eighty [180] hours.

Section 7.

The minimum charge for vacation leave is one [1] hour.

Section 8.

Regular part-time employees shall receive vacation benefits pro-rated to hours worked.

Section 9.

Vacation leave paychecks will be paid in advance, on a regular pay day, provided the employee gives the Employer written notice fourteen [14] calendar days in advance of the next pay day for which the check is being requested. Requests for advanced vacation pay of less than five [5] days will not be honored.

ARTICLE 11 - SICK LEAVE

Section 1.

Full-time employees accrue paid sick leave on a monthly basis as follows: sick leave is accrued at the rate of one and one-quarter [1 1/4] days per month of employment, on the last day of each calendar month. No sick leave shall be accrued during any month in which an employee is on the payroll less than fifteen [15] working days.

Section 2.

Introductory employees shall be advanced sick leave at the rate of one [1] day per month. No sick leave shall be advanced during any month in which an employee is on the payroll less than fifteen [15] working days. Upon a introductory employee achieving a full-time employee or regular part-time employee status, sick leave not paid shall be converted to accrued sick leave. However, if said employee leaves, resigns or is terminated during or at the end of the introductory period, the amount paid for advance sick leave shall be deducted from the employee's final pay check.

Section 3.

No employee shall be entitled to accumulate more than six hundred and thirty (630) hours of unused sick leave.

Section 4.

The Executive Director may at her/his discretion, upon application, advance up to one [1] week of sick leave to non-introductory employees who are full-time. The employee thereby borrows on the sick leave s/he would have accrued during the current year. No advance shall be granted if to do so would result in an employee having in excess of one [1] week of any kind of leave advances at the same time. Prior to any advance of sick leave, an employee must first convert all accrued leave/compensatory time to sick leave. However, if said employee leaves, resigns, is terminated, or is laid off, the amount paid for advance sick leave shall be deducted from the employee's final pay check.

Section 5.

In no event shall an employee be compensated for sick leave not taken with the exception that an employee who has achieved permanent status and who used no sick time hours for a full fiscal year, at their option, be compensated by CESI no more than twenty-one (21) hours pay. Said hours will be deducted from said permanent employees accumulated sick time hours.

Section 6.

The agency reserves the right, as a condition to the granting of sick leave with pay, to require satisfactory medical evidence of illness, including a doctor's certificate when sick leave abuse is suspected.

Section 7.

Sick leave shall be granted to an employee only under the following conditions:

- A. When an employee cannot perform her/his duties because s/he is incapacitated by personal illness or injury.
- B. When, through exposure to a contagious disease, the presence of the employee at her/his work location would jeopardize the health of others;
- C. When the spouse or child of an employee, or the ward of an employee's legal guardianship, or a relative living in the immediate household, or the parent(s) of the employee is seriously ill, the employee may utilize sick leave credits.
- D. When it is necessary for the employee to stay at home due to an illness or is hospitalized, also employees may use sick leave for physical and medical examination and dental appointments.

Section 8.

Employees shall not be entitled to sick leave benefits if they are off the active payroll or any leave of absence without pay, or eligible for coverage under the Workers' Compensation Act. In the event an employee becomes ill while on approved vacation leave, and requires hospital admittance, s/he may request the Executive Director to convert vacation time to sick leave. The employee shall furnish a hospital record. During the period in which an employee's coverage under the Workers' Compensation Act is being determined, an employee may use sick leave, provided adequate medical evidence of the illness or injury is provided. Any sums received from the Workers' Compensation carrier for the days in which sick leave was used must be returned to the agency in order to restore sick days used for this purpose.

Section 9.

Regular part-time employees covered by this Agreement are entitled to sick leave benefits hereunder on a pro-rated basis.

Section 10.

If the employee increases or decreases her/his work schedule from part-time to full-time or vice versa, the sick leave accrual rate will change accordingly, effective the date such change was effected.

Section 11.

The minimum charge for sick leave is one [1] hour.

Section 12.

Holidays which fall during an employee's sick leave are not counted as absences due to illness.

Section 13.

An employee who intends to use sick leave shall notify her/his supervisor, administrative secretary, or the Executive Director or other member of the administrative staff by 8:00 a.m. the day of the absence. Messages left at the reception desk will not be considered notification of an intent to use sick leave.

Section 14.

Sick Bank is attached hereto as Appendix B.

ARTICLE 12 - PERSONAL DAYS

Section 1.

All permanent, regular full-time employees who have completed their introductory period shall be allowed three (3) days personal leave on July 1st of each year. Such employees who complete their introductory period after July 1st of each year shall be allowed personal leave per the following pro-rated schedule. If the introductory period is completed between July 1st and October 31st, the employee will be granted three (3) personal days. If the introductory period is completed between November 1st and February 28th, the employee will be granted two (2) personal days. If the introductory period is completed between March 1st and June 30th the employee will be granted one (1) personal day.

Section 2.

Regular part-time employees shall be granted personal leave prorated on the basis of the percentage their part-time schedule bears to full-time employment.

Section 3.

Personal days shall not be accrued from fiscal year to fiscal year, and shall never be taken as pay, including at termination. Any unused personal days accrued under the previous Collective Bargaining Agreement shall be used by October 1, 2008 or will no longer be available for use.

Section 4.

Personal leave may be combined with vacation or other leaves at the discretion of the Executive Director or her/his designee.

Section 5.

The use of personal days does not require prior approval, except personal leave must be approved in writing one week in advance by the Assistant Director or his/her designee for more than one consecutive personal day during the winter and summer vacation periods set forth in Article 10, Section 5B. Further the Executive Director has the right to require no more than one-third (1/3) of the bargaining unit to be at work on the above days. Regular part-time employees will be granted this personal leave prorated to hours worked.

An employee who intends to take a personal day shall notify her/his supervisor, and if not available, another supervisor, or the Assistant Director between 8:00 a.m. and 8:30 a.m. on the day in which the personal leave is being taken. Messages left at the reception desk will not be considered notification of an intent to use personal leave.

Section 6.

The minimum charge for personal leave is one hour.

ARTICLE 13 - BEREAVEMENT LEAVE

Section 1.

- A. Full-time employees shall be entitled to up to three [3] working days-of leave when there is a death in their immediate family or household. There will be no reduction in other accrued leave as a result of days taken for bereavement leave. Immediate family is defined as grandparents, parents, co-habitant, parent of co-habitant, spouse, siblings, children, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, or the ward of a legal guardianship.
- B. Full-time employees shall be entitled to up to one (1) working day of leave when there is a death of an aunt, uncle, niece or nephew. There will be no reduction in other accrued leave as a result of day taken for bereavement leave.

Section 2.

Regular part-time employees shall be eligible for bereavement leave only for days regularly scheduled to work under the provisions of Section 1 above.

Section 3.

In the event that travel exceeds one hundred [100] miles from New Bedford to the point of destination (i.e., one way), an employee may request up to two [2] additional working days of leave after advising the Executive Director or her/his designee of the circumstances necessitating the additional leave. These additional days may be granted at the discretion of the Executive Director, or her/his designee.

Section 4.

With the approval of the Executive Director, or her/his designee, an employee may attend the funeral of a client during her/his regular work hours.

ARTICLE 14- GRIEVANCE AND ARBITRATION

Section 1.

The purpose of this Article is to establish a procedure for the settlement of grievances. A grievance as hereby defined is solely limited to a dispute involving the interpretation, application or compliance with the specific terms or provisions of this Agreement. Each grievance must be submitted in writing by the employee, and must contain a statement of the facts surrounding the grievance, the provision(s) of this Agreement the grievant alleges has(have) been violated, and the relief requested.

Section 2.

No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below, or the grievance will be considered waived on the basis of the last answer given. If a grievance is once settled in any of the following steps, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration.

STEP 1: An employee desiring the process of a grievance must present a written statement of the grievance to her/his immediate supervisor no later than ten [10] working days after the aggrieved party knew of or should have known of the act or condition on which the grievance is based. The immediate supervisor shall meet with the employee and/or steward, as desired by the employee, upon the grievant's request within five [5] working days following receipt of the grievance. If the grievance is not received in writing by the immediate supervisor in Step 1 within ten [10] working days after the aggrieved party knew or should have known of the act or condition on which the grievance is based, the grievance will be waived. The immediate supervisor shall respond in writing within five [5] working days of the grievance presentation, and shall forward a copy of the response to the Steward if s/he was present at the presentation.

In circumstances where the act complained of is that of the departmental head the parties agree to proceed directly to Step 2.

In circumstances where the act complained of is that of the executive director the parties agree to proceed directly to Step 3.

STEP 2: If the grievance is not resolved at Step 1, the employee shall submit it to the departmental supervisor within ten [10] working days of the immediate supervisor's response. The departmental supervisor shall meet with the employee and/or the Steward, as desired by the employee, upon the grievant's request, within five [5] working days of the departmental supervisor's receipt of the grievance. The departmental supervisor shall respond in writing not to exceed ten [10] working days from receipt of the

grievance, and forward a copy of the response to the Steward if s/he was present.

STEP 3: If the grievance is not resolved at Step 2, the employee shall submit it to the Executive Director within ten [10] working days of the departmental supervisor's response. The Executive Director shall meet with the employee and/or the Steward, as desired by the employee, upon the grievant's request, within five [5] working days of the Executive Director's receipt of the grievance. The Executive Director shall respond in writing not to exceed ten [10] working days from receipt of the grievance, and forward a copy of the response to the Steward if s/he was present.

STEP 4: If a grievance involving an interpretation or application of a specific provision of this Agreement has not been settled after being fully processed through the grievance procedure above, then the employee and the Union may submit such grievance to arbitration by giving written notice thereof to the Executive Director not later than thirty [30] working days after the completion of Step 3. The grievance shall be considered as having been waived in Step 3 unless it is so submitted to arbitration within such time limit. The Employer may raise the grievability and/or arbitrability of any grievance at any stage of the grievance and arbitration process, including arbitration.

Section 3.

All grievances involving the suspension, lay-off, or discharge of a permanent employee shall be submitted directly to the Executive Director at Step 3. The Executive Director shall meet with the employee and/or the Steward, as desired by the employee, upon the grievant's request, within five [5] working days of the Executive Director's receipt of the grievance. The Executive Director shall respond in writing not to exceed ten [10] working days from receipt of the grievance.

Section 4.

By mutual agreement, the parties may extend the time limits in any of the steps listed above. In the event the Employer does not respond to a grievance within the time set forth within this Article, and the time is not extended by agreement, the employee's grievance shall proceed to the next step.

Section 5.

Arbitration shall be conducted through a Board of Arbitration consisting of one [1] representative selected by the Union, one [1] representative selected by the Employer, and an impartial chair mutually chosen by the parties. The procedure for arbitration shall be as follows:

- A. The Union representative and Employer representative shall meet forthwith to choose an impartial chair, but no later than fifteen [15] calendar days from the date of the demand for arbitration. If no selection can be made within such fifteen [15] day period, then either party may request lists from the American Arbitration Association, and selection shall be made in accordance with the Rules of the Service.
- B. Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the Service.
- C. The decision of a majority of the Board shall be the decision of the Board of Arbitration. If no majority decision can be reached, the grievance may be reprocessed for arbitration under Article 14, Section 5, of this Agreement. There

shall be no right to arbitration to obtain, and no Board or arbitrator shall have any power or right to award or determine, any change in, modification or alteration of, addition or subtraction from, or disregard any terms of this Agreement; nor shall it have the right or power to establish or determine any new wage rate, job classification, or job differential. The decision of the Board shall contain a full written statement of the grounds upon which the issue or issues are decided, and shall be submitted to the Employer and the Union. There shall be no appeal from the Board's decision. It shall be final and binding on the Union, on all bargaining unit employees, and the Employer. The Union further agrees that should any proceeding involving the subject matters of the grievance submitted to arbitration be, at any time prior to the arbitrator's decision, submitted to or filed with or alleged in any complaint, charge or suit in any court or before any agency of the United States or any state, then such grievance, or any decision rendered thereon by the neutral arbitrator, may, at the option of the Employer, be declared null and void and of no force and effect.

- D. Each party shall bear the expenses of preparing and presenting its own case. The compensation and expenses of the impartial chair, and any other expenses of such Board, shall be borne equally by the parties.
- E. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one [1] grievance, except in cases of grievances arising within twenty [20] days of the initial grievance and related to the same issue.
- F. The Union shall not be permitted to assert in arbitration any ground, or to rely on any evidence, not previously disclosed or available to the Employer.

Section 6.

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

Section 7.

The union shall present first all grievances except for termination/discharge or suspension grievances.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1.

The Employer will give written notice to any employee who is disciplined or discharged for just cause. Just cause shall include but not be limited to: failure to perform described duties as set out in job descriptions and work plans in a skillful and industrious manner through unwillingness to perform, lack of effort, lack of time expended, or lack of skill or competence; conduct which is incompatible with working with senior citizens, low income and minority group persons; falsification of records or reports; excessive tardiness or absenteeism; acts which interfere with the work or safety of fellow employees; misuse/abuse of Coastline funds or equipment; failure to comply with applicable policies or procedures of Coastline or such other acts or omissions which interfere with the accomplishment of Coastline's goals.

A copy of this notice will be mailed to the Union within five [5] working days of the notice to the employee, unless the employee requests that the union not be notified of the discipline or discharge.

Section 2.

If dismissal is contemplated because of poor performance, the employee shall be so notified in writing, and shall be given at least one [1] month to bring her/his work up to satisfactory standards. If at the end of this Section's period of time the employee's work remains unsatisfactory, s/he shall be subject to being terminated at the discretion of the Executive Director.

Section 3.

Any full-time or regular part-time employees who have successfully completed their Introductory period may be placed on probation as a disciplinary measure whenever their performance does not meet CESI standards, or whenever they engage in conduct which is not permitted under CESI policies.

ARTICLE 16 - FAMILY MEDICAL LEAVE

Section 1.

This article is intended to implement the provisions of the Family and Medical Leave Act.

Section 2.

All full-time and regular part-time employees who have worked at least 1,250 hours within the previous twelve months are eligible for Family and Medical Leave if they have been employed by the Employer for at least twelve months as of the date the leave begins. Full-time employees who intend to take leave for the birth or adoption of a child and who have less than one year of employment as of the date the leave begins, or are otherwise not eligible for Family and Medical Leave are eligible for Dependent Care Assistance leave (Article 21).

Section 3.

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

Section 4.

Each eligible employee who intends to go on Family and Medical Leave is entitled to a maximum of twelve weeks of unpaid leave per calendar year if the purpose of the leave is for one or more of the following reasons:

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

Section 5.

Employees on Family and Medical Leave shall be required to use all of their accrued sick leave, personal leave, vacation leave, compensatory time during the leave period. All other time taken during this leave period will be charged to leave without pay.

Section 6.

Employees on Family and Medical Leave will continue to accrue sick leave, vacation leave, and be credited with personal leave only for so long as they are on a paid basis (by reason of using sick, vacation or personal leave).

Section 7.

During the twelve weeks that an employee is on Family and Medical Leave, the Employer shall continue the employee's health insurance coverage at the same contributing rates which existed before the leave. An employee who fails to meet his or her obligation to pay for continued health coverage when the payment is due may be dropped from health coverage for the remainder of the employee's Family and Medical Leave.

Section 8.

During the period of a Family and Medical Leave, the Employer will require medical certification to support a claim for leave for an employee's own serious health condition or for care of a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position and include an estimate of when the employee will be able to return to work. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. Should the employer have reason to doubt the validity of a medical certification, it may, in its discretion, require a second medical opinion and periodic recertification at the expense of the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

Section 9.

If medically necessary for a serious health condition of the employee or his or her spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis that is foreseeable based upon planned

medical treatment, the Employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or part-time schedule, provided that the position has equivalent pay and benefits. Upon completion of the leave, the employee shall be reinstated to his/her previous position.

Section 10.

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

Section 11.

Employees returning from Family and Medical Leave are entitled to reinstatement to their same or genuinely equivalent position except if other employees of equal length of service in the same position, or department have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave, the Employer will not be required to restore the employee on Family and Medical Leave.

Such an employee will be subject to the layoff and recall provisions of the collective bargaining agreement.

Section 12.

In the event that an employee elects not to return to work upon the completion of a Family and Medical Leave, the Employer may obtain from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was beyond the employee's control.

ARTICLE 17 - DEPENDENT CARE ASSISTANCE

Unpaid leaves of absence, for a period of up to three [3] months, for the purpose of caring for an employee's children, spouse, parents, or members of the immediate household, will be granted and governed in accordance with the provisions of Article 21.

ARTICLE 18 - MILITARY LEAVE

Section 1.

An employee who is a member of the National Guard or Military Reserve Unit or enlists in the armed forces of the United States, while on military leave not exceeding seventeen [17] days in one [1] calendar year, shall be entitled to full pay, reduced by the amount of compensation s/he shall receive from her/his unit. S/he shall be required to disclose her/his earnings and allowances during her/his military leave to the fiscal officer and Executive Director. An employee, upon receipt of her/his orders to report for duty as a member of the National Guard or Military Reserve Unit of the United States of America shall, unless provided earlier, give notice on the next scheduled work day, to the Executive Director of her/his departure date and date of return, together with a copy of her/his orders.

In the event a military order to report to duty prevents an employee from giving notice, as required on her/his next scheduled work day, the employee shall give notice to the employer as soon as possible.

ARTICLE 19 - CIVIC DUTY LEAVE

Section 1.

Leave with pay will be approved for an employee summoned for jury duty, for the first three [3] days or a part thereof. In the event jury duty exceeds three [3] days or a part thereof, the employee will be approved for leave with pay, provided the employee endorses the check received for jury duty and turns the check over to the Employer, less any meal or travel allowance. An employee must notify her/his supervisor that the employee is summoned for jury duty and present the appropriate summons.

Section 2.

If an employee completes jury duty prior to 12:00 noon, she/he is expected to report to work after the completion of such jury duty or forfeit leave with pay for that day.

Section 3.

Leave with pay will be granted when an employee is under subpoena or court order for attendance in court, a deposition, or administrative proceeding, provided:

- A. The employee or the employee's relatives do not have a personal interest in the case;
- B. The case is not one in which the interests of the employee or her/his representative are adverse to those of the agency; and
- C. The employee notifies her/his supervisor in writing when the employee is summoned for attendance under the subpoena or court order, and presents the appropriate subpoena.

Subpoena pay shall be turned over to the agency when it is received by the employee.

ARTICLE 20 - ADMINISTRATIVE LEAVE

Section 1.

Administrative leave is time off given by the Employer with pay. Only the Executive Director or her/his designee may grant administrative leave.

Section 2.

Administrative leave occurs when the Employer closes the office of the work location of a particular employee.

Section 3.

Any employee on sick, personal, holiday, vacation leave, or not otherwise scheduled to work during the time the agency is closed, is not eligible for administrative leave.

Section 4.

Administrative leave may be granted when weather so dictates, or other conditions are affected. The determination as to when weather conditions or other conditions affect the closing of the agency is solely within the discretion of the Employer. The Employer, at her/his sole discretion, may require a skeleton force to remain at work. In the event any bargaining unit employee is required to work in the office as part of a skeleton force, she/he shall receive one hour compensatory time for each hour worked in addition to his/her regular pay.

ARTICLE 21 - UNPAID LEAVES OF ABSENCE

Section 1.

Unpaid leaves of absence will be considered on an individual basis, and will be granted at the sole discretion of the Executive Director, taking into consideration the expected duration of the leave, the effect of the leave upon the workload of current employees, and the needs of the agency. In order to be eligible for a leave of absence, an employee must have completed her/his Introductory period.

Section 2.

Employees must request a leave of absence at least three [3] months before the requested start date of said leave, unless an emergency prohibits so doing.

Section 3.

When approved, leaves of absence will be granted for a specific period of time, up to three [3] months duration.

Section 4.

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

Section 5.

There shall be no accrual of benefits, including seniority, when an employee is on an unpaid leave of absence. However, employees shall not lose previously-accrued benefits upon return from said leave of absence. Insurance benefits will remain in force only if the employee assumes one hundred percent [100%] of the cost of those benefits during this unpaid leave, and to the extent permitted by the insurance carrier.

Section 6.

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

Section 7.

For military leave, family medical leave, and leave without pay, all benefits accumulated prior to such approved leaves of absence, including credit for length of accrued service with CESI (seniority), shall not be affected by the leave taken. However, no benefits shall accrue during such leaves, nor shall the amount of time of the leave be included as time worked for purposes of vacation eligibility, seniority, or any other benefits determined by length of employment. During the period of such leave of absence, the employee shall not be eligible to receive, nor shall the Employer be obligated to pay, holiday pay, vacation pay, sick pay, bereavement pay, jury duty pay, or other pay for days not worked under this Agreement.

ARTICLE 22 - UNION BUSINESS

Section 1.

The Employer agrees to recognize one [1] Union Steward and one [1] alternate Steward duly elected and designated by the bargaining unit. The Union will notify the Employer of the name of the Union Steward and alternate, and the Employer shall be notified in writing of any change in identity of a designated Steward or alternate within thirty [30] days of such change.

Section 2.

Upon reasonable notice to the Executive Director or her/his designee, a Steward shall be granted time off without loss of pay for the investigation and presentation of a grievance in accordance with the provisions of this Agreement. If the Union Steward is unavailable to investigate or present a grievance, the alternate Steward shall act in the Steward's capacity.

Section 3.

The Stewards' activities are expected to be of a short duration, and shall not unduly interfere with the performance of a Steward's work, other employees, or the operation of the Employer.

Section 4.

Stewards, Union officers, and elected delegates of the Union may be granted authorized leaves of absence without pay to attend meetings, conventions, and Executive Board meetings of the Union or its parent organization, provided that such leave will not result in an undue workload burden on other employees. The Executive Director shall determine whether such leave can be granted. Authorized leaves of absence without pay shall not result in loss of seniority.

Section 5.

The Union may use the Employer's premises for meetings of the employees covered by this Agreement, subject to prior approval of the Executive Director. The Union shall make its request in writing at least three [3] days in advance of the requested meeting date. The Union agrees to hold such meetings only during non-working hours, and such meetings shall not interfere with the operations of the Employer. The Union agrees to indemnify, hold harmless, and defend the Employer from all suits and actions including attorneys' fees and all costs of litigation and judgment of every name and description brought against the Employer as a result of loss, damage or injury to person or property by reason of any act or failure to act through the Union's use of the Employer's premises as set forth in this Article.

Section 6.

The Employer will provide the Union with bulletin board space which is inaccessible to all clients. The exact size, type, and placement of the bulletin board shall be for Union business related to employees covered by this Agreement. The bulletin board shall not be used for solicitation, nor shall it contain the promotional literature of any candidate running for public office, nor information which indicates endorsement of a particular candidate or issue which advocates the election of that candidate or position.

Section 7.

Duly-authorized agents of the Union may visit the Employer's office to speak with employees only after first notifying and receiving approval from the Employer's Executive Director for any such visit. Such approval shall not be unreasonably denied. Such visits shall be restricted to the time and place so approved. Under no circumstances will there be any interference with normal work, or any Union solicitation on the Employer's premises.

ARTICLE 23 - NO STRIKE/NO LOCKOUT

Section 1.

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

Section 2.

The Employer shall have the right to discipline or discharge any employee or employees who urge, encourage, induce, or participate in a violation of Section 1 of this Article.

Section 3.

In the event of any violation of the provisions of Section 1, the Employer shall not hold the Union liable or responsible in damages therefore, if the Union:

- A. Promptly, upon notification of such violations, orders all of its members to cease and desist from such violations at once; and
- B. Posts notices on all Union bulletin boards or in employee mail slots in the agency offices that such violations are a breach of this Agreement, and orders the violations to be ended at once.

Section 4.

In the event of a strike, slow-down, or work stoppage, or any other interruption of services in violation of Section 1 of this Article, employees shall not be entitled to any benefits or wages whatsoever while they are engaged in such strike or work stoppage or interruption, etc. in violation of this Agreement. Violation of this Article shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

ARTICLE 24 - RESIGNATION

Section 1.

Employees who intend to voluntarily terminate their employment are required to give ten [10] working days advance notice in writing to the Executive Director prior to the termination date.

ARTICLE 25 - LAY-OFF AND RECALL

Section 1.

In the event that the CESI Board determines that the workforce is to be reduced by lay-offs, it will notify the Union as early as is reasonable. At the Union's request, representatives of CESI and representatives of the Union will informally meet. The parties agree that lay-offs or any reorganization, retrenchment, or other similar restructuring decision is not subject to collective bargaining. The subject matter of any lay-off decision or any reorganization, retrenchment, or other similar restructuring design, is within the sole discretion of the Employer, and shall not be subject to the grievance and/or arbitration procedure provided for in Article 14 of this Agreement.

Section 2.

Lay-offs shall be by classification. The following classifications are currently recognized by the CESI: Case Managers/Hospital-Based Case Managers, Nurses, Information and Referral Workers, Protective Service Workers, and Elder At-Risk Case Managers. This list may be added to or reduced as agency needs dictate.

Section 3.

If the Employer determines that a lay-off will occur in one [1] of the above-referenced classifications, the least senior employee in the classification shall be laid off.

Section 4.

Employees designated for lay-off, under Section 3 above, may bump the least senior bargaining unit employee in any classification provided they meet the qualifications for the position and have completed their introductory period.

Section 5.

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

Section 6.

At the time the lay-off decision is made, the Employer shall notify both the Union and the affected individuals of the lay-off decision, and the date the lay-off is to become effective. Within ten [10] days of said notice, employees must exercise their bumping rights referred to in Section 4 of this Article. Thereafter, if a bargaining unit employee volunteers to serve as a substitute for an individual who is to be laid off, and if the individual who is to be laid off is qualified to replace the volunteer, such replacement shall become effective as soon as practicable.

Section 7.

In the event of a lay-off, an employee may continue to participate in the Employer's health plan according to the provisions of C.O.B.R.A., or until the employee obtains other health coverage, whichever is sooner, if the employee pays one hundred percent [100%] of the premium and is permitted by the insurance carrier.

Section 8.

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

Section 9.

Any employee who is laid off shall be placed on a recall list for a period of eighteen [18] months. No new bargaining unit employee shall be hired into a classification until all employees on the recall list who were laid off from that classification have had an opportunity to be placed in their former positions. Persons on the recall list shall be recalled according to the criteria set forth in Section 3 above. To be considered for recall, an employee must notify the Employer in writing of her/his interest in recall, and include a mailing address in said notice. Employees will be notified that they are eligible for recall by certified mail, return receipt requested. The employee must respond affirmatively to the Employer that s/he wishes to be considered for the vacant position within ten [10] postal days of postmark.

In order to be eligible for reinstatement above, all employees with client responsibilities must submit to the Executive Director or her/his designee, at least one [1] week prior to lay-off, a memo summarizing her/his current workload, stating but not limited to: salient facts; issues and desired results; present status; critical dates; and recommended action to be taken, to the satisfaction of the Executive Director or her/his designee. Employees failing to comply with the provisions of this Section shall not be placed on the recall list.

ARTICLE 26 - JOB DESCRIPTIONS

Section 1.

Every position within the bargaining unit shall have a job description. A job description shall be an accurate summary of duties, responsibilities and requirements of the job, and shall include any special conditions of employment. These descriptions, however, are not part of this Agreement, and any amendments thereof shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2.

A complete set of bargaining unit job descriptions shall be on file with the Employer, and shall be available for examination and copying by any bargaining unit employee and Union representative.

Section 3.

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

ARTICLE 27 - JOB OPENINGS

Section 1.

When management intends to fill a position in the bargaining unit, a job notice shall be posted in a conspicuous area of the CESI office for a period of five [5] working days. The Employer may also advertise for this vacancy to the public at this time.

Section 2.

In order to apply for a posted job opening, an employee must comply with the application procedure described in the posting within the prescribed time period.

Section 3.

The Employer may simultaneously interview both internal and outside candidates for the posted position.

Section 4.

If the Employer determines that none of the internal applicants are qualified, it shall hire for the posted job from outside CESI.

Section 5.

If two [2] or more candidates are, in management's judgement, equally qualified for the posted job, the most senior employee shall be assigned to the posted job, provided that the Employer achieves or maintains its goals in the appropriate categories noted in its affirmative action plan.

Section 6.

The Employer shall be the sole judge of qualifications.

Section 7.

The employee's new anniversary date shall be the date the employee begins work in the new classification. The sole purpose of the anniversary date is for step increases as referred to in Article 8.

ARTICLE 28 - EVALUATIONS/PERSONNEL FILES

Section 1.

There shall be one [1] central personnel file for each bargaining unit employee, and this Article shall govern employee access to that file.

Section 2.

Each employee shall have the right, upon reasonable advance request, to examine and copy any material, including evaluations, contained in the personnel file of such employee. The material in the file cannot be removed, and the file must be read in the office of the Executive Director or her/his designee with the Executive Director or her/his designee present. The Union shall have access to an employee's personnel record upon written authorization by the employee involved.

Section 3.

Prior to the inclusion of any material in an employee's personnel file, a copy of such material shall be furnished to the employee. The employee shall have five [5] working days to add any comments to said material. Thereafter, the material and the comments, if any, shall be placed in the employee's personnel file.

Section 4.

All new employees shall be evaluated at four [4] months, or at other times, solely at the discretion of the Executive Director or her/his designee. Thereafter, all employees shall be evaluated, in writing, by their respective supervisors at least once each year on or about their anniversary date of employment. The employee shall be entitled to receive

a copy of her/his evaluation, and shall be entitled to append to the evaluation any comments s/he may wish to make regarding its content within five [5] working days. The evaluation, together with any appended comments by the employee, shall then become a part of the Employer's personnel record of the employee.

Section 5.

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

ARTICLE 29 - NON-DISCRIMINATION

Section 1.

Neither the Employer nor the Union will discriminate against any employee in applying any of the terms of this Agreement because of race, color, religious creed, national origin, sex, age, handicap, sexual orientation, or lawful union activity or non-participation in union activity; unless such discrimination is based upon a bona fide occupational qualification, or is done pursuant to the provisions of Article 16 and Article 25 of this Agreement.

Section 2.

The Employer and the Union agree that no person shall be subjected to sexual harassment as that term is defined in the Code of Federal Regulations, 45 CFR 74677 (November 10, 1980). Any employee who sexually harasses another employee or supervisor shall be subject to discipline up to and including discharge.

ARTICLE 30 - STANDARDS OF PRACTICE

It is understood and agreed that the representation and delivery of services to senior citizens imposes upon all employees the highest standards of integrity, client confidentiality, and professional responsibility.

It is further agreed that employees shall abide by the general and specific conditions, any regulations, and administrative requirements of EOEA.

ARTICLE 31 - INSURANCE BENEFITS

Section 1.

After 90 days, the Employer agrees to provide a group Health Insurance Plan and a group Dental Plan for employees working 35 hours per week, at the contributing rates as defined in Section 4 below, except that the Employer will not provide health insurance to any employees covered by another health plan. Employees must certify that they are and will be covered by the CESI-provided health plan to receive insurance benefits, and must notify the Employer if they become covered by another health insurance plan.

Section 2.

No employee who works less than 35 hours a week will be eligible for group health insurance and/or group dental insurance coverage.

Section 3.

A full-time employee, who is actively enrolled in the group health insurance plan and/or group dental insurance plan and medical reasons necessitates a temporary reduction of work hours, will continue to be eligible for health and/or dental insurance coverage as long as the employee contributes a pro-rata share of premium costs in relation to a 35 hour work schedule.

Section 4.

The Employer agrees to contribute seventy percent (70%) per month towards the premium cost for individual or family coverage for group health insurance and for group dental insurance for all eligible employees.

Notwithstanding the foregoing, the Employer agrees that it will not contribute less toward the premiums for Union employees than it does for non-Union employees for the same coverage under the same medical and dental plans.

Section 5.

The Employer shall maintain its present life insurance, or its equivalent or better, for the term of this Agreement.

Section 6.

The Employer's practice and policy presently existing regarding its contribution to the employee's tax-deferred annuity shall continue for the term of this Agreement.

Section 7.

The Employer shall provide a differential of One thousand dollars (\$1,000.00) pro-rated per diem paid each pay period, provided the employee does not participate in the

Employer's health insurance or dental programs. Employees who are not on active pay status will not receive this payment.

Section 8.

The Employer shall have the exclusive right to change all of the above Plans or the Insurance carriers if such changes would provide substantially the same level of benefits. The Employer agrees to notify the Union of any proposed changes in these Plans, and to meet the Union to discuss said changes if so requested.

Section 9.

The Employer shall have the exclusive administration of all of the above-noted plans, the terms of which are not incorporated herein by reference.

ARTICLE 32 - EMPLOYEE EXPENSES

Section 1.

- A. Employees whose use of their own cars for agency business has been approved by the Executive Director, shall be reimbursed for work-related mileage at the rate promulgated by the Internal Revenue Service. There will be no reimbursement for travel between the employee's home and her/his assigned place of work. The employee shall submit proper documentation of exact mileage traveled as determined by the Employer prior to reimbursement.
- B. Employees shall attempt to arrange their schedules so that they may travel in one [1] car when traveling to the same client-related activity or authorized non-client-related activity. If they do not travel together in the same car, they must request approval of the department head or her/his designee so as to be reimbursed for mileage.
- C. If an employee travels to or from a client-related or authorized non-client-related activity from her/his home, the employee shall be reimbursed for either the mileage between the office and the destination or home and destination, whichever is less.
- D. If an employee travels to or from a client-related or authorized non-client-related activity which is located between her/his home, the employee shall only be reimbursed for any mileage added to which s/he would normally travel between home and office resulting from a deviation to attend the activity.
- E. Travel not directly related to client service, including travel to conferences and for attendance at other similar meetings, must be approved in advance by the supervisor.

Section 2.

When an employee uses other forms of transportation to meet the requirements of her/his job assignment, s/he will be reimbursed for the actual costs of such transportation, provided the employee has received prior approval for such costs from the Executive Director or her/his designee.

Section 3.

Travel sheets shall be submitted with the employee's bi-weekly time sheets for payment on the following payday.

Section 4.

The Employer shall reimburse employees for long distance telephone charges when they use their own home telephones for agency business, when pre-authorized by their supervisor and documented evidence in the form of bills is presented.

Section 5.

If an employee is on beeper duty during non-business hours and is required to respond to an emergency, the employee does not need pre-authorization for reimbursement of long distance telephone charges, and actual mileage will be reimbursed.

ARTICLE 33 - LABOR-MANAGEMENT COMMITTEE

Both parties agree to maintain a Labor-Management Committee to discuss issues of mutual interest.

ARTICLE 34 - TRAINING/EDUCATION

Section 1.

Employees may, if their workloads permit, participate in C.E.U. programs, workshops, conferences, and government-funded training programs on CESI time, if their supervisors approve of such attendance and if funds are available to pay any required registration fees.

Section 2.

With approval of the department head and Executive Director, an employee may adjust her/his work schedule in order to take a daytime course. An employee is defined as a

full-time or regular part-time employee of CESI, and has been employed by and has worked for CESI for one [1] consecutive year. Eligible courses are defined as those which:

- A. Would directly contribute to an employee's job-related skill, knowledge, or competence; and
- B. Content is significant to the goals and objectives of CESI; and
- C. Are taken at an accredited school; and
- D. Are part of a degree-granting program.

Agency time may not be used for attendance at such a course.

Section 3.

Course reimbursement may be granted at the discretion of the Executive Director, and must be applied for on forms provided for this purpose by CESI.

Section 4.

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

Section 5.

The Union and the Employer agree to discuss an educational leave program and policy at Labor-Management meetings.

ARTICLE 35 - WORKLOADS/CASELOADS

Section 1.

The parties recognize the control EOEA has on staffing patterns, funding, hiring, and other constraints EOEA imposes upon the Employer.

Section 2.

To the extent that it is reasonable and practical, the Employer will endeavor to maintain workloads consistent with EOEA regulations.

Section 3.

The Union and the Employer recognize that workload and caseload standards are a mutual goal, and may be a subject of discussion at Labor-Management meetings.

ARTICLE 36 - HEALTH AND SAFETY

Section 1.

If an employee believes that an unsafe or unhealthy condition exists in her/his work environment, s/he shall bring such condition to the attention of the Executive Director or her/his designee.

Section 2.

If the matter is not resolved, the Union may request that a meeting be held regarding the condition, involving the Executive Director and persons of her/his choosing, the Union representative, the Union Steward, and the employee who raised the health or safety issue.

Within ten [10] working days of the Section 2 meeting, the Executive Director will inform the Union representative of her/his plan to address the health or safety issue.

The Section 2 meeting is the expedited grievance procedure to resolve Section 1 issues, and in no instance will the issues be resolved through the grievance and arbitration procedure.

ARTICLE 37 - MISCELLANEOUS PROVISIONS

Section 1.

Employees are not allowed to transport clients in their own cars under any condition.

Section 2.

No person shall hold a job while s/he or a member of her/his immediate family serves on a board or committee of a grantee or delegate agency if that board or committee has authority to order personnel actions affecting this person's job.

Section 3.

No person shall hold a position with a contracting agency simultaneously while s/he is employed by CESI, without the approval of the Board of Directors.

Section 4.

No person shall hold a job over which a member of her/his immediate family exercises direct supervisory authority.

Section 5.

No person shall hold a job while s/he or a member of her/his immediate family serves on a board or committee which either by role or by practice regularly nominates, recommends, or screens candidates for the agency or program by which s/he is employed.

Section 6.

For purposes of this Article, immediate family refers to: husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.

Section 7.

Employees and their families are expressly prohibited from accepting gifts, monies and/or gratuities from clients, contractors, or any other person or group receiving services from or doing business with the Employer.

Section 8.

No expenses incurred on behalf of the program will be reimbursed without a receipt properly documenting the expense.

ARTICLE 38 - EFFECT OF AGREEMENT

Section 1.

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

Section 2.

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

ARTICLE 39 - DURATION AND RENEWAL

This Agreement shall become effective on May 15, 2008, and shall remain in full force and effect until April 30, 2011; and shall automatically be renewed from year-to-year thereafter, unless written notice is given by either party to the other at least ninety [90] days prior to the expiration date that termination or modification of this Agreement is desired. If the parties are unable to agree upon the proposed modification during this period, the Agreement shall terminate on its expiration date, unless the Agreement is extended by mutual consent.

In witness whereof, the parties hereto have executed this Agreement on this 15th Day of May 2008.

COASTLINE ELDERLY SERVICES, INC.

By: _____

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION

By: _____

APPENDIX B - SICK BANK

If a full-time or regular part-time employee is unable to work:

- A. Pursuant to a treating medical physician's orders, and based on an incapacitating illness or injury as diagnosed by a medical physician, and having a prognosis of total incapacity from work for a period of no less than thirty [30] days, such employee may make one [1] written request under this Agreement to the Executive Director asking for co-worker sick leave donations; provided the requesting employee has exhausted all of her/his personal sick leave, vacation leave, compensatory time, and personal days prior to such request. A treating physician's medical report, along with a medical authorization for the treating physician to release reports to the Executive Director, shall accompany the employee's written request. The accompanying medical report shall be satisfactory to the Executive Director, who shall have the authority to require updated medical reports regarding the illness or injury in question.

An employee who has received sick bank as set forth above may upon exhaustion of said sick bank leave benefits, apply to the Executive Director for a second and final request under this Agreement asking for co-worker sick leave donations. Said second and final request shall follow all of the requirements of a first written request.

Co-worker sick leave donations shall be solicited by the Executive Director or her/his designee. The donations, if any, shall be made and recorded on a one-time per qualified request basis only. The use of this form of sick leave shall be limited to the total time of donations, if any, made and recorded at that time; and shall otherwise be available for as long as the incapacity from work underlying the original request shall in the Executive Director's opinion persist.

Unused sick leave donations will be returned to the donors on a proportional basis.

For each fiscal year, the maximum sick leave donation or donations of accumulated sick leave that an individual full-time employee may make under this Article in the same fiscal year shall not exceed thirty-five [35] hours, with the minimum donation being seven [7] hours.

For each fiscal year, the maximum sick leave donation or donations of accumulated sick leave that an individual regular part-time employee may make under this Article in the same fiscal year shall not exceed twenty [20] hours, with the minimum donation being four [4] hours.

Full-time and regular part-time employees may donate accumulated sick leave to employees not covered by this Agreement as permitted by this Article, and may receive sick leave donations from employees not covered by this Agreement.

The administration of this Article is under the sole direction of the Executive Director, and is not subject to the grievance and arbitration procedure contained in Article 14.

APPENDIX - C
Medical Co-Payments

Section 1.

For either CESI individual or family plan, the Employer will pay/reimburse the employee the following co-payments:

- Ambulatory Day Surgery \$100 of the first co-payment and \$250 of subsequent Day surgeries.
- Hospital Inpatient per admission \$250 of the first admission and \$500 for each subsequent admission.
- Mental Health Inpatient (Non-biologically based) \$250 of the first admission and \$500 for each subsequent admission.

In order to receive co-payments/reimbursements, the employee shall submit to the Employer, written verification of the first co-payment, together with the second and subsequent required co-payments to the Employer's satisfaction.

The employee co-payment maximum deductible for Ambulatory Day Surgery, ER, Inpatient Care – Mental Health Inpatient (Non-biologically based) will be \$650 for an individual and family plan.

Section 2.

The Employer will not reimburse the employee for a co-payment as in Section I above, when such a co-payment is covered by third-party insurance such as Personal Injury Protection (P.I.P.), Medical Payments or other forms of insurance of any kind or nature.

In the event the Employer makes any co-payment/reimbursement as in Section I above and the covered employee (or applicable family plan member) thereafter recovers money damages from a third party, the employee shall re-pay the Employer in full.