

AGREEMENT BETWEEN

BOSTON SENIOR HOME CARE, INC.

and

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION,

AFL-CIO, CLC

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PREAMBLE

Agreement, made this, First day of July 2003, between BOSTON SENIOR HOME CARE, INC. (hereinafter referred to as the "Employer"), and LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC (hereinafter referred to as the "Union").

ARTICLE I - RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time professional employees, including: Case Managers, Senior Case Managers, Geriatric Information Specialists, Protective Service Workers, and Senior Protective Service Workers employed by the Employer at its Boston, Massachusetts location; but excluding all other employees, fiscal employees, office clerical employees, managerial employees, Guards, and supervisors, as defined in the Act.

Section 2.

A. Any employee who, in part or in whole, is employed for a specially-funded project, and who, at the time of such employment, is for the duration of such specially-funded project, shall be considered a "temporary employee," and shall be excluded from the bargaining unit covered by this Agreement; provided, however, that such an employee, if not terminated at the expiration of the second year of such employment, may, at the commencement of the third year of employment, be deemed a member of the bargaining unit and shall therefore be governed by the terms and conditions of this Agreement. Boston Senior Home Care will notify the union at the commencement of the third year.

B. Any employee who is hired for a period of not more than nine [9] months, in a position other than one involving a specially-funded project of the type referred to in the preceding sub-paragraph "2-A," and who is informed at the time of hire that employment is for such a limited period, shall be deemed to be a "temporary employee" and shall be excluded from the bargaining unit covered by this collective bargaining Agreement.

Section 3.

The term "full-time employee," as used in this Agreement, shall mean any employee who regularly works thirty-five [35] hours per week. The term "regular part-time employee," as used in this Agreement shall mean any employee who works at least seventeen and one half [17 1/2] hours per week.

ARTICLE II - PROBATIONARY PERIOD

Section 1.

Bargaining unit employees shall be required to serve a probationary period of six [6] calendar months. This period shall commence on the employee's first day of work. This probationary period may be extended by the Employer for a period of not more than three [3] calendar months. If the probationary period is extended, the reasons for the extension shall be put in writing on or before the end of the initial term of the probationary period, and those reasons shall be placed in the employee's personnel file.

Section 2.

A probationary employee may be disciplined or discharged at the sole discretion of the Employer during or at the end of the probationary 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 XI.

Section 3.

Any employee who resigns, and who is subsequently rehired by the Employer within three [3] months from the date of resignation, shall be credited with all past service with the Employer. Any other former employee rehired by the Employer shall be treated as a new employee under Section 1 of this Article.

ARTICLE III - UNION MEMBERSHIP / AGENCY FEE

Section 1.

Employees shall, as a condition of employment, within thirty [30] days from 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.

Section 2.

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

Section 3.

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

Section 4.

When a new bargaining unit employee is hired 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 advise the Union of any other changes in personnel.

Section 5.

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

Section 6.

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 7.

It is further understood that any employee who does not join the Union, or any employee who holds conscientious objection to joining or financially supporting labor organizations, requests the Union to use the grievance or arbitration procedure on her/his behalf, the Union is authorized to charge the employee for the reasonable costs of using such procedure. Prior to the inception of the grievance procedure, and prior to the beginning of the arbitration procedure, the Union shall advise the grievant in writing of the reasonable costs 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 8.

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 designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw her/his political education fund fee authorization by giving at least sixty [60] days notice in writing to her/his payroll department.

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, provided that the Union is in conformity with the requirements of Section 4 of this Article.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1.

All management functions and responsibilities, whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that same are expressly restricted by a specific provision of this Agreement. The management rights shall include, but not be limited to, the right to: hire, fire, suspend, discipline, lay off, transfer, promote and demote employees; to require examinations of employees in order for them to receive benefits under any of the Employer benefit plans (namely, health, dental, life, Workers' Compensation or other disability programs); 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 determine the manner, means and methods by which all operations of the Employer shall be carried out; to subcontract work and to take such other action as it deems necessary to maintain the goals and efficiency of the Employers operations.

Section 2.

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

Section 3.

In appropriate 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. The Employer hereby agrees that managerial or supervisory employees will not increase the percentage of time they currently spend on bargaining unit work if such increase means that bargaining unit employees are laid off, have their hours reduced, or do not have enough work to meet their workload requirements.

ARTICLE V - HOURS OF WORK / WORKWEEK / WORK SCHEDULE

Section 1.

The normal workweek for all full-time employees is thirty-five [35] hours, plus a one- [1] hour unpaid lunch period per day.

Section 2.

The Employer shall determine and schedule employees' working days, daily starting times, and daily and weekly hours of work.

Section 3.

A regularly scheduled workweek will fall within the following hours: 7:00 a.m. to 7:00 p.m., Monday through Friday. When the Employer's needs require that a bargaining unit employee be assigned to work on a Saturday, they shall first solicit volunteers for the needed hours. If there are no volunteers, the Employer shall select the employee with the shortest length of service with the Employer to work the needed hours, unless the Employer determines that a more experienced employee should perform the work.

Section 4.

With supervisory approval, regular full-time employees may select to work a full day on a flexible work schedule or a four- [4] day workweek, as long as they equal a regular workweek. The schedule must be fixed for one [1] month.

Employees who do not receive approval may appeal the decision to the Human Resources Manager.

In teams where there is a conflict, first choice shall be given to the employee with the most seniority, provided that their job performance is rated at a minimum of satisfactory.

Section 5.

Full-time employees shall be allowed time out for a meal period, which shall be as follows: one [1] hour, between the hours of 10:00 a.m. and 3:00 p.m.

Part-time employees, who work over four [4] hours per day, shall be allowed time out for a meal period, which shall be as follows: one-half [1/2] hour, between the hours of 10:00 a.m. and 3:00 p.m.

All meal periods are unpaid.

To meet Agency needs, a supervisor may request that an employee take a lunch period at a specified hour.

Section 6.

Employees who work a seven [7] hour day shall be allowed to take two [2] fifteen [15] minute breaks each day, one [1] in the morning and one [1] in the afternoon. Employees who work a three and one-half [3 1/2] hour day shall be allowed one [1] fifteen [15] minute break period per day. Breaks cannot be considered as additional time off, or added to the allowed lunch period.

Section 7.

No overtime work shall be approved for payment unless prior approval has been obtained from the Executive Director or her/his designee. Authorized overtime shall be compensated in the following manner:

- A. Time worked beyond the normal workweek shall be compensated at the employee's straight time rate of pay, up to forty [40] hours per week.
- B. Time worked in excess of forty [40] hours in a week shall be compensated at the rate of time and one-half the employee's regular rate of pay.

Section 8.

Employees who are required to carry a beeper and be on-call, shall be compensated at the rate of Ninety dollars [\$90.00] per week for the week when the employee is on-call. On-call employees will keep themselves within the radius of the beeper and be available for telephone calls and home visits, if necessary, during the entire on-call period. When an employee is on the beeper and is required to respond to an emergency situation, the employee shall be compensated, as follows and not according to Section 7 above, for all time spent in responding to the emergency, if such time exceeds thirty [30] minutes:

- A. For time spent between the hours of 5:00 p.m. and 11:00 p.m., on the telephone or in the field, with supervisory approval, time off at a rate of one and one-half [1 1/2] times the amount of time worked; or one and one-half [1 1/2] times the employee's straight time rate of pay.
- B. For time spent between the hours of 11:00 p.m. and 8:00 a.m., when the employee is required to be out in the field, with supervisory approval, time off at a rate of two [2] times the amount of time worked; or two [2] times the employee's straight time rate of pay.
- C. For time spent between 11:00 p.m. and 8:00 a.m., on the telephone, time off at a rate of one and one-half [1 1/2] times the amount of time worked; or one and one-half [1 1/2] times the employee's straight time rate of pay.

Section 9.

Employees may be required to work overtime, or to attend meetings, conferences or seminars in addition to their regular workweek. On such occasions, employees shall be compensated for work performed, or for hours spent at the conference or seminar, according to Section 7 above. Voluntary attendance at meetings, conferences or seminars shall not be considered overtime for purposes of Section 7 above.

Section 10.

Meetings of the staff called by the Executive Director, managers or supervisors for discussion of Agency business shall be scheduled to begin during usual working hours. Employees are required to attend such meetings unless excused by the Executive Director or by the employee's immediate supervisor. If an employee is not scheduled to work at such time said employee shall be given compensatory time for the time spent in the meeting. Employees will not be required to attend staff meetings when they are using earned time/on extended sick leave, on bereavement leave, or on maternity, paternity or adoptive leave.

Section 11.

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 manager as soon as possible of their scheduled arrival time. Lateness beyond one [1] hour's time will be counted as earned time leave unless otherwise mutually agreed to by manager and employee. Lateness may result in disciplinary action.

If employees are going to be absent due to illness, they are expected to notify their manager and the receptionist of their sickness, and of any appointments which should be cancelled, within one-half [1/2] hour of their scheduled start time.

Section 12.

At the total discretion of the Executive Director, two [2] employees may share one [1] regular full-time position as two [2] regular part-time employees. All salaries and earned time shall be pro-rated.

Employees who work a minimum of seventeen and one-half [17 1/2] hours are eligible for the following benefits on a pro-rated basis: medical and tax deferred annuity. Employees who share a job and work the minimum of seventeen and one-half [17 1/2] hours are eligible for full participation in the life and accidental death and dismemberment insurance programs.

ARTICLE VI - SALARIES

Section 1.

The grade classifications and step increases for all bargaining unit positions are attached hereto, and made a part hereof, as Appendices A and B of this Agreement.

Effective July 1, 2003 and during fiscal years 2004, 2005 and 2006 on each employee's classification anniversary date, s/he shall receive a step increase appropriate to years of service.

Section 2.

New employees shall, in general, be placed at the "Start" level of their respective classification. The Employer does, however, have the discretion when hiring a new employee, to add **STEP INCREASES (See Appendix B)** to their starting salary. In doing so, the Employer may consider the following factors, among others: previous relevant experience and educational background and provided such factors are related to the job.

Section 3.

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

Section 4.

The Union may grieve the Employer's decision not to grant a step increase at Step 2 of the grievance procedure as outlined in Article XI of this Agreement. In the event that the Union wishes to invoke the arbitration procedure to challenge the unsatisfactory evaluation, the standard of review to be used by the arbitration panel shall be whether it is clearly erroneous. The decision of the panel shall be final and binding.

Section 5.

When the Agency determines that it has a need for a Case Manager with bilingual skills to service a caseload with non-English-speaking clients, it will designate a current Case Manager to become a Bilingual Case Manager, or it will hire a Bilingual Case Manager from outside the Agency. The Bilingual Case Manager will perform the duties outlined in the Case Manager job description with the following additions and/or exceptions: Bilingual Case Managers must accept clients in any community served by the Agency, regardless of the Bilingual Case Manager's primary neighborhood assignment. If there is a great distance between such clients, the supervisor may reduce the caseload of a Bilingual Case Manager.

Section 6.

Bilingual Case Managers shall be compensated in the following manner:

- A. A Bilingual Case Managers whose caseload requires a second language will be hired as a Category B employee. Any employee currently working as a Bilingual Case Manager will move laterally to Category B.
- B. For all employees proficient in speaking a second language, he or she will receive an additional \$10.00 per hour to their base rate when utilized as an interpreter on an as needed basis.

Section 7.

Employees who have been selected to fill a posted vacancy in a new category shall receive a step increase appropriate to their years of service and based on their new classification:

- A. The starting salary in the new category
or
- B. The employee's current salary plus the first step increase amount in the new category.

ARTICLE VII - HOLIDAYS

Section 1.

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

New Year's Day	January
Martin Luther King's Birthday	January
Washington's Birthday/Presidents' Day	February
Patriot's Day	April
Memorial Day	May
Independence Day	July
Labor Day	September
Veteran's Day	November
Thanksgiving Day	November
Christmas Day	December

If an above-noted holiday falls on a Saturday, full-time employees shall be entitled to the Friday preceding the holiday off with pay. If an above-noted holiday falls on a Sunday, full-time employees shall be entitled to the Monday following the holiday off with pay.

Section 2.

On the Friday after Thanksgiving the Agency will remain open, with a reduced work force. Employees required to work that day will be allowed to take off either the day before or the day after Christmas provided earned time hours are available.

Section 3.

Regular part-time employees shall be paid a pro-rated portion of all agency holidays, whether they normally would be scheduled to work on that holiday or not.

For Example: An employee who works 21 hours a week is paid 4.2 hours for holiday pay (ie. 21 hours/five days = 4.2 hours per day). One of the following options will be put into effect to complete their schedule regardless of which day the holiday is dated. The actual number of days and hours the employee will be in the office shall be discussed with the employee's manager.

1. The employee will work 16.8 hours that week and be paid for 21 hours ($4.2 + 16.8 = 21$ hours);
2. S/he will work 14 hours, and be paid 4.2 hours in holiday pay and use 2.8 hours as earned time hours, ($14 + 4.2 + 2.8 = 21$ hours)
3. S/he will work 14 hours and be paid 4.2 hours in holiday pay and use 2.8 unpaid leave hours ($14 + 4.2 - 2.8 = 18.2$ hours)

Section 4.

Religious holidays, other than legal holidays observed by the Employer, may be taken by a staff member, provided that the time used is charged against earned time or, if s/he so chooses, charged to leave without pay; and provided that such leave does not interfere with the operations of the Employer.

Section 5.

If the Executive Director requires an employee to work on any of the mandatory holidays listed in Section 1 of this Article, said employee shall receive double time pay for the time actually spent at work.

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

ARTICLE VIII - EARNED TIME**Section 1.**

A. Up to three [3] years of continuous service, a full-time employee will be entitled to earn twenty-seven [27] days of earned time, plus ten [10] mandatory holidays and thirteen [13] days of extended sick leave (ESL) annually.

B. Beyond three [3] years of continuous service, a full-time employee will be entitled to earn thirty-two [32] days of earned time, plus ten [10] mandatory holidays and thirteen [13] days of extended sick leave (ESL) annually.

C. Beyond five [5] years of continuous service, an employee will be entitled to earn thirty-seven [37] days of earned time, plus ten [10] mandatory holidays and thirteen [13] days of extended sick leave (ESL) annually.

D. Employees who have not used all of their earned time at the end of their anniversary date must choose one [1] or more of the following options to reduce their earned time (Note: Employees with six [6] or less years of service can apply up to seven [7] days of unused earned time in the following ways, and employees with more than six [6] years of service can apply up to nine [9] days of earned time. Any unused earned time beyond these limits automatically goes into ESL.):

1. Request and receive approval to carry over paid time off: Employees with six [6] or less years of service can choose to use up to seven [7] days of their unused earned time in this way, and employees with more than six [6] years of service can choose to use up to nine [9] days of their unused earned time;
2. Request pay in place of carry over provision above under the cash-in provisions, up to two [2] days;
3. Request the transfer of some hours into their extended sick leave bank (no maximum).
4. Ninety [90] days prior to an employee's anniversary date, the agency will give the employee a statement notifying her/him of any remaining accrued earned time hours.

E. Employees will receive annually thirteen [13] days or ninety-one [91] hours of extended sick leave (ESL) time accrued at a rate of three and one-half [3 1/2] hours for every seventy [70] hours worked. The maximum number of hours that can be accumulated for extended sick leave is 600 hours.

F. The first four [4] consecutive days of an illness will be earned time. For personal illness beyond four [4] consecutive days, unused hours in the ESL bank will be used. ESL hours can be used congruently with the long-term disability program until the ESL bank is exhausted. Employees may choose to use earned time when their ESL bank is exhausted.

G. The requirement that four [4] consecutive Earned Time days (prorated accordingly for part-time employees) be used before one can access one's Extended Sick Leave Bank may be modified at the Executive Director's and Human Resources Manager's discretion in cases of diagnosed chronic mental/physical illness where ongoing episodic treatment is required. In these instances the waiver would require that the employee use twenty-eight [28] nonconsecutive hours of Earned Time (prorated accordingly for part-time employees) on an annual basis before being allowed to use ESL.

Section 2.

- A. Employees who retire shall be paid twenty-five percent [25%] of the value of up to six hundred hours [600] hours of their unused extended sick leave at the time of their retirement. Retirement shall mean an employee who resigns from Boston Senior Home Care and is either sixty [60] or more years of age and has performed a minimum of five [5] years of continuous service, or is of any age and has performed a minimum of ten [10] years of continuous service.
- B. Employees who retire or die will be paid one hundred percent [100%] of all accumulated earned time on the books at the time of their retirement or death.

ARTICLE IX - FAMILY MEDICAL LEAVE ACT

Section 1.

A family or medical leave of absence shall be defined as an approved absence available to eligible employees for up to twelve weeks (60 business days) of unpaid leave during a rolling twelve month period (beginning with the first day of FMLA leave) for one or more of the following reasons:

- (A) Because of the birth of a son or daughter of the employee and in order to care for said 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 spouse, or spousal equivalent, or a son, daughter, foster child, or parent of the employee, if such spouse, spousal equivalent, son, daughter, foster child, parent has a serious health condition,
- (D) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

A serious health condition is defined as illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

Section 2.

To be eligible for FMLA leave under this policy an employee must be employed by the employer for at least 12 months and worked for 1,250 hours.

Section 3.

When an employee accesses Earned Time or Extended Sick Leave, he or she is required to use available ET, or ESL days (outlined in Section 4) that will count as paid leave time under FMLA leave. If the employee does not have any accrued Earned Time, the employee must take 35 hours of unpaid leave (pro-rated accordingly if part-time) before accessing any Extended Sick Leave.

Section 4.

If leave is taken because of the birth of an employee's child or the placement of an adopted or foster child in an employee's home, the eligible employee may reserve and use Earned Time and Extended Sick Leave in the following manner. This leave time is effective the day a child is born/placed in the employee's home.

- For employees with more than 1 year of service, the employee must use 35 Earned Time hours (pro-rated accordingly if part-time) and then can use up to 10 days of Extended Sick Leave. The employee must exhaust all accrued Earned Time (except 7 days for employees with less than six years of service or 9 days for employees with six or more years of service) prior to going on leave without pay.
- For employees with 2 – 3 years of service, the employee must use 35 Earned Time hours (pro-rated accordingly if part-time) and then can use up to 20 days of Extended Sick Leave. The employee must exhaust all accrued Earned Time (except 7 days or 9 days depending upon the employee's length of service) prior to going on leave without pay.
- For employees with 4 or more years of service, the employee must use 35 Earned Time hours (pro-rated accordingly if part-time) and then can use up to 30 days of Extended Sick Leave. The employee must exhaust all accrued Earned Time (except 7 or 9 days depending upon the employee's length of service) prior to going on leave without pay.
- For employees with less than 1 year of service, who do not meet FMLA eligibility requirements, the employee may be eligible for 8 weeks of protected paternal/maternity leave (MMLA). The employee must have completed the 6-month probationary period. The employee must use all accrued Earned Time prior to going on leave without pay.

If leave is taken to care for a child, spouse, spousal equivalent or parent with a serious health condition, the employee can take up to 12 weeks (FMLA). The employee must use 28 Earned Time hours (pro-rated accordingly if part-time) and then can use up to 10 days of Extended Sick Leave. The employee must exhaust all accrued Earned Time (except 7 or 9 days depending on the employees length of service) prior to going on leave without pay.

If leave is taken because of an employee's own serious health condition, the employee can take up to 12 weeks (FMLA). The employee must use 28 Earned Time hours (pro-rated accordingly if part-time) and then can use Extended Sick Leave for the remaining time up to 12 weeks. The employee must exhaust all accrued Earned Time (except 7 or 9 days depending upon the employee's length of service) prior to going on leave without pay.

Section 5.

Leave for the birth or placement of a child: An employee must provide 15 days advance notice before the date on which the leave would begin. If the employee is unable to provide 15 days notice, he or she must provide "such notice as is practicable."

Leave for a serious medical condition: If the leave is foreseeable based on planned medical treatment, employees are required to "make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer. They are further required to provide 30 days advance notice, or if the treatment is in less than 30 days, "such notice as is practicable."

Section 6.

An employee requesting leave because of his or her own serious health condition, or health condition of a child, spouse, spousal equivalent, or parent may take leave intermittently or on a reduced leave schedule, if it is medically necessary. The term intermittently describes a leave schedule in which the employee does not take all 12 weeks consecutively, but rather he or she takes a series of shorter leaves over an extended period of time. The term-reduced leave describes a leave schedule in which the employee simply works fewer hours per week than usual. The Employer may require employees who seek an intermittent or reduced leave schedule to transfer temporarily to another position which can better accommodate recurring periods of leave than the employee's regular positions. The alternate position, however, must provide equivalent pay and benefits.

An employee requesting leave to care for a newborn or newly placed foster or adopted child may also take intermittent or reduced leave.

Section 7.

The Employer will require that an employee provide medical certification to support leave for an employee's own serious health condition or to care for a seriously ill family member or spousal equivalent. 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. For leave to care for a seriously ill family member, the certification must include an estimate of the amount of time the employee will need to care for the person. In its discretion, the Employer may require a second medical opinion and periodic re-certification. If the first and second medical opinions differ, the Employer may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

Section 8.

The Employer will maintain group health and dental insurance and the TDA plan for the employee while on paid leave under the same conditions as the employee would enjoy if not on leave. While on unpaid leave or Long Term Disability (for a period of time greater than 4 weeks) the employee is responsible for the timely payment of full monthly medical and dental premiums. If the employee fails to pay the appropriate premiums during the unpaid leave or long term disability period, health and dental insurance will be cancelled for the duration of either period. Upon returning to work, health and dental insurance will be reinstated.

The employer's contribution to the TDA plan will be suspended when the employee is on unpaid leave for a period of time greater than 4 weeks. If the employee is on long term disability, and s/he uses earned time or extended sick leave to supplement the long term disability payments, the employer's contribution to the TDA plan will be pro-rated according to the amount of supplemental ET or ESL the employee uses.

Section 9.

The Employer will maintain coverage for the employee under the LIFE and LTD insurance plan during the period of paid or unpaid leave. The employer will not contribute to the TDA plan during unpaid leave.

Section 10.

Employees returning from FMLA are entitled to reinstatement to the same or equivalent position except that if other employees of equal length of service in the same position, or department have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave, the Employer will not be required to restore the employee on FMLA. An employee who is laid off while on FMLA has the same rights of recall as other bargaining unit employees, as defined by the contract.

Section 11.

Employees on FMLA will continue to accrue Earned Time only during the time that they are on a paid basis (by reason of using earned time or extended sick leave.)

All employees may use up to ten [10] days of ESL during a rolling twelve month period, beginning with the first day of ESL access, for any dependent care that fits the FMLA definition.

ARTICLE X - BEREAVEMENT LEAVE

Section 1.

Full-time employees shall be eligible for leave with pay, not to exceed three [3] days, when a death occurs in the immediate family of the employee. The immediate family shall mean husband, wife, significant other, child, brother, sister, mother, father, grandparent, grandchild, in-laws of the employee, or valued relationship.

If the death, funeral or memorial service in the employee's immediate family is more than six hundred [600] miles away, the employee shall be granted two [2] paid leave days for travel time.

Section 2.

At the discretion of the Executive Director, one [1] day of bereavement leave may be granted to bargaining unit employees upon the death of another relative or friend.

Section 3.

If a regular part-time employee loses work time due to a death in the immediate family, s/he shall be eligible for bereavement leave as defined in Section 1 of this Article.

ARTICLE XI - GRIEVANCE AND ARBITRATION

Section 1.

The purpose of this Article is to establish a procedure for the orderly resolution of grievances.

Section 2.

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

Section 3.

Grievances shall be processed in the following manner:

STEP 1: Within ten [10] working days of the event which forms the basis of the grievance, the employee, with her/his Steward shall meet with the immediate supervisor and the Human Resources Manager and/or designees, present the supervisor with a written copy of the grievance, and briefly discuss the matters outlined in the grievance. The Human Resources Manager shall respond in writing within ten [10] working days of the grievance presentation.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the Executive Director or her/his designee within ten [10] working days of the Step 1 response. The Executive Director or her/his designee shall then meet with the grievant's Union representative and the grievant, if the grievant so desires, within ten [10] working days of the grievance submission, to discuss the matter. Following that meeting, the Executive Director or her/his designee shall respond in writing to the grievance within ten [10] working days of the meeting.

Section 4.

If the response given, pursuant to Step 2 above, does not satisfactorily adjust a grievance, the grievance may be submitted in writing to arbitration, within thirty [30] days of the date of the written response given pursuant to Step 2 above.

Section 5.

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

Section 6.

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

- A. The Union representative and Employer representative shall meet forthwith to choose an impartial chairperson, but no later than thirty [30] calendar days from the date of the demand for arbitration. If no selection can be made within such thirty [30] day period, then either party may request lists from the American Arbitration Association and selection shall be made in accordance with the Rules of 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 is reached, the matter may be resubmitted to arbitration under Subsection A above. The Board shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement; nor shall it have the power to establish or determine any new wage rate, job classification or job differential. The decision of the Board, which shall contain a full written statement of the grounds upon which the issue or issues are decided, shall be final and binding on the Union and the Employer. The Union further agrees that, should any proceeding involving the subject matters of the grievance submitted to arbitration be, at any time prior to the arbitrator's decision, submitted to or filed with or alleged in any complaint, charge or suit in any court or before any agency of the United States or any state, then such grievance, or any decision rendered thereon by the neutral arbitrator, may, at the option of the Employer, be declared null and void and of no force and effect.

- D. Each party shall bear the expenses of preparing and presenting its own case. The compensation and expenses of the impartial chairperson, 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 no 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, when such evidence was available to the Union during the grievance procedure.

Section 7.

The Employer shall have the right to grieve and arbitrate any dispute, which concerns violations of Article XVI.

ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 1.

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

Section 2.

The Union shall have the right within fifteen [15] working days after receipt of said notice to grieve the Employer's action, at Step 1 for discipline short of discharge and at Step 2 for discharge, of the grievance procedure as outlined in Article XI of this Agreement.

ARTICLE XIII - UNION STEWARDS

Section 1

- A. The employees in the bargaining unit may select one [1] Union Steward for every ten- [10] bargaining unit employees. There shall be a minimum of two [2] Union Stewards at all times.
- B. At least one [1] Union Steward shall be granted super-seniority. This Steward must be actively engaged in day-to-day grievance processing, or have other regular on-the-job contract administration responsibilities.
- C. If only one [1] Steward is granted super-seniority, that shall be the Steward with the most seniority in the bargaining unit, provided that Steward has satisfactory job performance.

Section 2.

The authority of the Union Steward or the alternate Steward shall be limited to and shall not exceed the following:

- A. Investigation and presentation of grievances in accordance with the provisions of this Agreement; and
- B. The transmission of messages and information which originates from the Union.

Section 3.

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

Section 4.

Union Stewards and officers shall be granted up to two [2] days of paid leave for training, if the Union cannot compensate. Such time shall be approved by the supervisor.

ARTICLE XIV - VISITATION BY UNION BUSINESS AGENTS

Section 1.

Duly authorized agents of the Union may visit Boston Senior Home Care, Inc. to speak with employees, only after notice to and approval by the Employer's Executive Director for any such visit has been obtained. 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.

Section 2.

No Union business shall be conducted on the Employer's time, except for matters related to the processing of grievances; nor shall any Union meeting be conducted on the Employer's premises. The Union Steward or the alternate Steward may make an announcement regarding Union meetings after a regularly scheduled staff meeting.

ARTICLE XV - UNION BULLETIN BOARD

Section 1.

The Employer will provide the Union with bulletin board space. The exact size, type and placement of the bulletin board will be determined by the Employer. The use of that bulletin board shall be for Union business related to employees covered by this collective bargaining Agreement, and may not be used for solicitation of non-bargaining unit employees.

Section 2.

The bulletin board shall not contain the promotional literature of any candidate running for public office, nor shall it contain posters or material, which indicate endorsement of a particular candidate or issue.

ARTICLE XVI - NO STRIKE / NO LOCKOUT

Section 1.

The Union agrees that, during the term of this Agreement, there shall be no strikes, picketing, cessation or interruption of work, slow-downs or sit-downs, so called "sick-out," or any withholding of services on account of differences between the parties hereto, differences between a party and a third party, or differences between third parties; and the Employer agrees that, during the 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. If such discipline or discharge is grieved, the only issue shall be the participation of the grievant in any of the activities prohibited by this Article.

Section 3.

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

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

ARTICLE XVII - RESIGNATIONS

Section 1.

Employees who intend to voluntarily terminate their employment shall give the Employer at least two [2] weeks written notice of their intent to resign.

Section 2.

Employees who resign shall be entitled to any accrued earned time hours up to the date of separation.

Section 3.

Prior to separation from the Agency, the employee is required to return all Agency property including, but not limited to, office keys, Boston Senior Home Care identification card, manuals, and calculators, and shall assure that all outstanding telephone bills are paid.

Section 4.

A termination interview will be arranged between the employee's supervisor and the resigning employee upon the request of either party, unless the employee expresses an interest not to attend such a meeting.

ARTICLE XVIII - LAY-OFF AND RECALL

Section 1.

The subject matter of any lay-off decision, or any reorganization or other restructuring decision, is within the sole discretion of the Employer, and shall not be subject to the grievance and/or arbitration procedure provided for in Article XI of this Agreement.

Section 2.

Lay-offs shall be by classification and seniority among those employees qualified to perform the remaining work.. The following classifications are recognized for layoff purposes: Case Managers, Senior Case Managers, Protective Service Workers, Senior Protective Service Workers, and Geriatric Information Specialists. 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 lay-off shall be effected as follows:

STEP 1: Bargaining unit employees working in that classification shall be placed on one [1] of two [2] lists, designated as "bilingual" and "non-bilingual" staff.

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

STEP 3: Staff with a designated bilingual position shall be placed at the top of their respective list.

STEP 4: Lay-offs shall occur from the bottom of each list constructed according to Steps 1, 2, and 3 above, so that the percentage of bilingual employees in the bargaining unit remains the same as the percentage of non-bilingual employees in the bargaining unit before the lay-offs.

Section 4.

Employees designated for lay-off under Step 4 above may bump the least senior bargaining unit employee of the Employer, if the bumping employee:

- A. Has previously held the position of the person being bumped; or
- B. Has performed the job functions of the bumping position.

Section 5.

If a bumping employee takes a position, which has a lower pay grade than her/his present position, the bumping employee shall be paid at the same rate as the person who was bumped.

Section 6.

Bilingual employees shall be considered those hired specifically to speak a second language in order to perform their job responsibilities.

Section 7.

In the event an employee is to be laid off under Section 3 above, said employee shall be entitled to a lay-off notice two [2] weeks in advance of the date of lay-off. The Employer, at its option, may pay two [2] weeks' administrative pay in lieu of a required lay-off notice.

Section 8.

At the time the lay-off decision is made, the Employer shall notify the Union of the persons who will be laid off, and the date the lay-off is to become effective. If a bargaining unit member 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 9.

In the event of a lay-off, an employee may continue to participate in the Employer's Health Plan under the requirements of C.O.B.R.A., if the individual pays one hundred and two percent [102%] of the premium.

Section 10.

Seniority shall be defined as the length of continuous service in any bargaining unit position that an employee has with the Employer, regardless of whether service is part-time or full-time.

Section 11.

Any employee who is bumped or laid off shall be placed on a recall list for a period of twelve [12] months. No new bargaining unit employee shall be hired until all bargaining unit employees on the recall list have had an opportunity to be placed in their former positions. Persons in a lay-off status shall be recalled in order of their seniority, provided they are qualified for the vacant position. An employee shall be eligible for a new position if the employee has notified the Employer in writing of her/his interest in recall, and if s/he included a mailing address in said notice. Employees shall be notified that they are eligible for recall by registered mail, return receipt requested. The Union shall be notified of the recall eligibility at the same time as the employee. The employee must respond affirmatively to the Employer that s/he wishes to be considered for the vacancy within ten [10] working days of when the postal service indicates that they first attempted to contact the employee.

Section 12.

Employees who are laid off shall be entitled to receive all accrued earned time in a lump sum payment at their current rate of pay at the time of lay-off; or they can opt to have their unused earned time placed in an earned time leave bank in their name for one [1] year. If they are not recalled within one [1] year, they will receive all unused earned time in a lump sum payment.

Section 13.

Recalled employees shall have all unused accrued hours in their extended sick leave bank (ESL) restored. Earned time accrual rate and benefit levels shall be returned to the level they were at when the employee was laid off.

Recalled employees shall be recalled at the step and rate of pay that they were at when they were laid off, provided that they are functioning in a position which would entitle them to that rate of compensation.

ARTICLE XIX - UNPAID LEAVES OF ABSENCE

Section 1.

Unpaid leaves of absence will be considered on an individual basis and will be granted at the total 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 one [1] year of employment. Employees who have less than one [1] year of employment may be eligible for a one- [1] month unpaid leave of absence, if so approved by the Executive Director. This Article shall be in addition to the current paid leave provisions in the contract, except for Article XX, Section 3. This Section applies to the following leaves: educational leave, bereavement leave (beyond the paid allocated leave time), arrest and incarceration, and union leave.

Section 2.

Except for emergency situations, employees must request a leave of absence at least three [3] months before the requested start date of said leave.

Section 3.

When approved, leaves of absence will be granted for a specified period of time, up to one [1] year duration.

Section 4.

Employees returning from unpaid leaves of absence no greater than one [1] month shall be reinstated to their former position. For employees on a leave of absence greater than one [1] month, the following shall prevail:

- A. The employee shall retain any preferential consideration for positions to which s/he may be qualified as of the date of her/his leave.
- B. The Employer shall not be required to restore an employee on an unpaid leave to her/his previous or a similar position if other employees of similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave. Such employees shall be placed on a recall list and treated the same as laid off employees.

Section 5.

There shall be no accrual of benefits when an employee is on an unpaid leave of absence. However, employees shall not lose previously accrued benefits upon return from said leave of absence. Health benefits will remain in force only if the employee assumes one hundred percent [100%] of the cost of those benefits during this unpaid leave.

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, the Human Resources Manager and the Executive Director, to determine whether employment would be consistent with the safe and efficient operation of the Agency's business.

Section 7.

Employees returning from an unpaid leave of absence shall have their anniversary date adjusted so that the time spent on the unpaid leave is not counted as time worked for the Agency.

Section 8.

An unpaid leave of absence will be granted to employees for the purpose of taking a job with the Union. Such leave of absence shall be for a period of up to one [1] year, and may be extended for one [1] or more additional periods of one [1] year or less at the request of the Union. At the expiration of such leave, the employee will return to the first opening for which s/he is qualified.

ARTICLE XX - CIVIC DUTY LEAVE

Section 1.

Leave with pay will be approved for an employee summoned for jury duty, for the first three [3] days of jury service and for each day thereafter, provided the employee endorses the check received for jury duty, and turns the check over to the Agency, less any meal or travel allowance. All employees should notify their supervisors, in writing, when summoned for jury duty.

Section 2.

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

Section 3.

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

Section 4.

Leave will be granted to an employee ordered to military duty by the Commonwealth of Massachusetts or the United States government, not to exceed fifteen [15] days active duty for training per calendar year. The Employer will pay the employee the difference between her/his military pay and her/his regular pay during said military leave, provided the employee notifies the Employer of her/his orders as soon as they are received and provides a copy of said orders and proof of compensation received from the government.

ARTICLE XXI - ADMINISTRATIVE LEAVE

Section 1.

Administrative leave is time off, with pay, given by the Employer.

Section 2.

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

Section 3.

Any employee on ESL, Earned Time, or otherwise not 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, when public transportation conditions are affected, or for any other reason. The determination as to when weather conditions or other conditions affect the closing of the Agency is solely within the discretion of the Employer.

ARTICLE XXII - JOB DESCRIPTIONS

Section 1.

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

In so far as practicable, the Employer shall discuss with employees any proposed changes in their job descriptions, and notify the Union of same, prior to the effective date of said change. However, the final decision with respect to these changes rests with the Employer.

Section 2.

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

Section 4.

At no time shall the employer require a bargaining unit employee to use earned time or unpaid leave to attend any required training.

ARTICLE XXIII - POSTINGS FOR JOB VACANCIES**Section 1.**

When a vacancy occurs in any one of the following bargaining unit positions: Case Manager, Senior Case Manager, Protective Service Worker, Senior Protective Service Worker, and Geriatric Information Specialist; and management determines that it wishes to fill said vacancy, a notice shall be posted on the Union bulletin board setting forth the title of the position to be filled, pay-grade level, the qualifications involved, and the hours and days of work required. This internal notice shall be posted no less than seven [7] working days. The agency may advertise externally at the same time.

Section 2.

In order to apply for a posted vacancy, an employee must submit her/his resume to the Personnel Department within the prescribed time period.

Section 3.

Employees who have applied for the vacant position shall be interviewed prior to any outside candidate being interviewed for the position.

Section 4.

It is the policy of the Agency to select the candidate, either in-house or from the outside, best qualified in the Employer's judgment, for the posted position with consideration being given to promoting candidates from within the Agency. If the Executive Director or her/his designee determines that two [2] in-house candidates are the best qualified for the posted vacancy, and are equally qualified, the Executive Director or her/his designee shall select the candidate with the most seniority to fill the vacant position. Management shall be the sole judge of qualifications.

Section 5.

Employees filling a posted vacancy shall be given up to a six [6] month probationary period in which to demonstrate their ability to perform the requirements of the posted position. If an employee has not performed the job in a satisfactory manner, s/he shall be returned to her/his previous position if a vacancy exists in that position. If no such vacancy exists, s/he will be placed on lay-off status for a maximum of six [6] months, and will be given the opportunity during this period to bid on any Vacant positions under the provisions of Sections 1 through 4 of this Article.

Section 6.

Within fifteen [15] calendar days of when an employee first begins to fill a posted vacancy, the employee may elect to return to her/his previous position. Thereafter, the employee has no automatic right to return to her/his previous position. If a vacancy occurs in said position under the provisions of Section 1 of this Article, the employee may apply for the position and will be considered for the position under the provisions of Sections 3 and 4 of this Article.

Section 7.

Case Managers with two [2] or more years of service may apply for a Case Manager position within a different geographical area under the provisions of Sections 2, 3 and 4 above, when a vacancy becomes available. Case Manager vacancies shall be posted on the Union bulletin board.

ARTICLE XXIV - EVALUATIONS / PERSONNEL FILES

Section 1.

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 add to the evaluation any comments s/he may wish to make regarding its content. The evaluation, together with any added comments by the employee, shall then become a part of the employee's personnel file. In normal circumstances, employees shall not be evaluated more than twice per year, except in cases of a promotion or transfer.

Section 2.

Any employee shall have the right to review and receive a copy of the material in her/his personnel file, subject to the following conditions:

- A. That reasonable advance notice is given to the Human Resources Manager or designee of a request to see the file;
- B. That the material in the file cannot be removed by the employee;
- C. That the file is read in the presence of the Human Resources Manager or her/his designee.

Section 3.

An employee shall be entitled to respond to negative documentation placed in the personnel file, within ten [10] working days of reviewing the notice with her/his supervisor, by adding written comments to the notice regarding its content. The notice and comments shall become part of the employee's personnel record.

Section 4.

Upon request by an employee, negative material inserted in an employee's personnel file shall be removed after twelve [12] months, provided no other negative documentation, on the same or different subject, were placed in the file within that twelve [12] month period.

Section 5.

A. When an employee receives a memo that s/he disagrees with, the following option is available:

A full discussion with her/his supervisor about the memo shall occur; if the matter is not resolved during that discussion, the employee may have a discussion with the Human Resources Manager; if the matter continues not to be resolved, the employee may discuss the matter with the Executive Director; both the Human Resources Manager and the Executive Director shall have the authority to remove the documentation.

In the event the dispute is not resolved at this level, the Employer and the Union shall select an independent third party (but not a full-cost arbitrator) by mutual agreement, who will hold a hearing and issue a decision that shall be binding.

B. Material that is disciplinary in nature shall be subject to the grievance procedure under Article XII of this Agreement as well as Section 3 of this Article.

Section 6.

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 XXV - HEALTH AND SAFETY

Section 1.

The Employer agrees to comply with the health and safety regulations as prescribed, by federal and Massachusetts statutes. If an employee believes that an unsafe or unhealthy environment exists, s/he shall bring such condition to the attention of her/his supervisor.

Section 2.

If the matter is not resolved at the supervisory level, it may be brought to the attention of the Executive Director. The Union Steward may request that a meeting be held regarding the condition. In attendance at such a meeting would be the Executive Director, the Union Steward, and any other management employee who the Executive Director believes to be important to the issue's resolution.

Section 3.

Within ten [10] working days of the Section 2 meeting, the Executive Director will issue her/his final resolution of the matter. In no instance will the matter be resolved through the grievance and arbitration procedures.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

Section 1.

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 approved by the IRS. Traffic violations, tickets, tolls and parking are not reimbursable. There will be no reimbursement for travel between the employee's home and her/his assigned place of work. Mileage/expense sheets are to be submitted to an employee's supervisor. Employees who are receiving an MBTA pass are not eligible for mileage reimbursement, except with prior approval of the Executive Director.

Section 2.

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

Section 3.

When it becomes necessary for an employee to spend the evening away from home to attend a work-related conference, accommodations, major transportation arrangements and reasonable meal expenses (excluding alcoholic beverages) will be reimbursed by the Agency, provided advance approval for attendance at the conference has been obtained from the Executive Director.

Section 4.

All employees and their family members are expressly prohibited from accepting gifts, monies, and/or gratuities from clients, contractors or any person or group receiving services from or doing business with the employer. An exception to this rule will be made for homemade gifts, not to exceed five dollars [\$5.00] value, given to the employee by a client.

Section 5.

No employee may serve on policy-making bodies of any vendor doing business with the Employer, nor may any employee be employed or accept any compensation from a vendor firm, unless prior approval of the Executive Director is obtained.

ARTICLE XXVII - 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, Vietnam-era veteran status, sexual orientation, or Union activity, unless such discrimination is based upon a bona fide occupational qualification, or is done pursuant to the provisions of Article XXII of this Agreement.

Section 2.

The Employer and the Union agree that no employee shall be subjected to sexual harassment, as the term is defined in the Code of Federal Regulations. Any employee who sexually harasses another employee shall be subject to discipline, up to and including discharge.

ARTICLE XXVIII - INSURANCE BENEFITS

Section 1.

The Employer hereby agrees to continue to offer a choice of group comprehensive medical insurance plans for all full-time and regular part-time employees who work at least seventeen and one-half [17 1/2] hours per week.

For full-time employees the cost of the premium will be shared by both Employer and employee, at a rate of ninety percent [90%] by the Employer and ten percent [10%] by the employee for single or individual coverage. If the full-time employee elects to choose family coverage the Employer will pay seventy-five percent [75%] and the employee twenty-five percent [25%] of the insurance premium. The parties agree that health insurance under family coverage with the employee paying 25% of the insurance premium will cover a domestic partner when so desired by the employee.

When an employee is covered by a non-BSHC sponsored health insurance plan, the Employer will reimburse the employee \$200 per month. In addition, employees will be reimbursed \$200 a month for health insurance benefits if their spouse carries the insurance and is employed by BSHC. This benefit will be pro-rated for part-time employees.

For part-time employees the ninety percent [90%]/ten percent [10%] Employer/employee ratio for single or individual coverage, and the seventy-five percent [75%]/twenty-five percent [25%] Employer/employee ratio for family coverage, will still hold. However, both the Employer's and the employee's shares will be prorated according to number of hours the employee works. The terms of these plans are not incorporated herein by reference.

Section 2.

The Employer hereby agrees to provide a dental insurance program for all full-time and regular part-time employees who work at least twenty [20] hours per week (employees will have the option of selecting one of our two dental plans).

For full-time employees the cost of the premium will be shared by both Employer and employee, at a rate of ninety percent [90%] by the Employer and ten percent [10%] by the employee for single or individual coverage. If the full-time employee elects to choose family coverage the Employer will pay seventy-five percent [75%] and the employee twenty-five percent [25%] of the insurance premium.

For part-time employees the ninety percent [90%]/ten percent [10%] Employer/employee ratio for single or individual coverage, and the seventy-five percent [75%]/twenty-five percent [25%] Employer/employee ratio for family coverage, will still hold. However, both the Employer's and the employee's shares will be prorated according to number of hours the employee works. The terms of these plans are not incorporated herein by reference.

Section 3.

Definition of Domestic Partner:

A domestic partnership shall exist between two persons of the same or opposite sex and each of them shall be the sole spousal equivalent of the other. Additionally, the following conditions must be true:

- a. Both parties are eighteen [18] years of age or older and of legal age of consent and competent to enter into a contract in the state in which they reside.
- b. Both parties share a common residence.
- c. Both parties are unmarried and not related by adoption, or blood to a degree of closeness that would otherwise bar marriage in the state in which they legally reside.
- d. Both parties are in a relationship of mutual support, caring, and commitment and intend to remain in such a relationship in the immediate future.

Section 4.

The Employer will offer long-term disability (LTD) insurance to all eligible full-time active employees who work twenty [20] or more hours per week. LTD, which has a ninety [90] day elimination period, pays sixty percent [60%] of salary to a maximum benefit of five thousand dollars [\$5,000.00] per month until disability ceases or age sixty-five [65].

Section 5.

The Employer shall maintain a tax-deferred annuity (TDA) plan for employees. The Employer shall contribute to the TDA according to the schedule below. The Employer will match up to one percent [1%] of salary contributed to the TDA by the employee.

- | | | |
|-----------|--------------------------|----------------------------|
| A. | Years of Service: | One [1] to three [3] years |
| | Employer's Contribution: | One percent [1%] |
| | Employer's Match: | One percent [1%] |
| B. | Years of Service: | After three [3] years |
| | Employer's Contribution: | Two percent [2%] |
| | Employer's Match: | One percent [1%] |
| C. | Years of Service: | After four [4] years |
| | Employer's Contribution: | Three percent [3%] |
| | Employer's Match: | One percent [1%] |

D.	Years of Service:	After five [5] years and beyond
	Employer's Contribution:	Four percent [4%]
	Employer's Match:	One percent [1%]

The Employer's contribution shall be calculated every three- [3] months on an employee's then current salary.

Section 6.

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

Section 7.

The Employer shall have the exclusive right to change-said plans or the insurance carrier, if such changes would provide substantially the same level of benefits. The Employer agrees to notify the Union of any changes in these plans.

ARTICLE XXIX - TRAINING AND EDUCATION

Section 1.

Permission to attend continuing education courses, workshops, conferences or seminars may be requested by full-time and regular part-time employees.

Section 2.

There shall be established an education pool for all bargaining unit employees. This shall be separate from any other training budget. Its purpose shall be to improve job-related skills and obtain CEU's. The established budget for the education pool will be seventy-five dollars[\$75] for every Union FTE (e.g., 16 Union FTE's x \$75.00 = \$1200 education pool), and will be administered from calendar year to calendar year. Any funds in the pool, which are not utilized at the end of the calendar year, will be rolled over to the next calendar year pool. This pool shall be administered, and guidelines and decisions made, by a joint Labor-Management Committee composed of two [2] members appointed by the Union and two [2] members appointed by management.

Section 3.

It is understood that any employee who attends an approved course, workshop, conference and/or seminar during regular working hours will be allowed to use the Agency's time to attend such course, workshop, conference, and/or seminar. On occasion, the Employer may require that an employee, who attends a course, workshop or conference on Agency time, shall inform other staff members about the contents of such conference or seminar either in writing or orally.

Section 4.

Mileage is reimbursable for attendance at courses, workshops, conferences, and/or seminars.

ARTICLE XXX - LABOR-MANAGEMENT COMMITTEE

Section 1.

In order to provide a means for continuing communication between the parties and for promoting a climate of constructive employee relations, a Labor-Management Committee covered by this Agreement shall be established. This Committee shall consist of up to two [2] representatives designated by the Employer, and up to two [2] representatives designated by the Union. One [1] of the Union representatives must be a Union Steward.

Section 2.

The Committee shall meet at reasonable times upon the request of either party. Such meeting shall not be for the purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this Agreement and to other matters of mutual concern, including improvement of Employer and employee relations.

Section 3.

We will form a joint Labor-Management Committee to discuss a merit increase process.

ARTICLE XXXI - SEPARABILITY

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 to 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 XXXII - DURATION AND RENEWAL

Section 1.

This Agreement shall continue in full force and effect until midnight on **June 30th, 2006** and from year to year thereafter unless, no more than ninety [90] days and no less than sixty [60] days prior to any expiration date, either party notifies the other in writing by certified mail of its desire to terminate on the expiration date of the year in which the notice is given.

Section 2.

Not more than ninety [90] days and not less than sixty [60] days prior to any expiration date, either party may notify the other in writing of its desire to amend the Agreement. If the parties are unable to agree upon the proposed revisions during the aforesaid period, the Agreement shall terminate on its expiration date, unless the party or parties proposing the same shall have previously withdrawn them, or unless the Agreement is extended by mutual consent.

Section 3.

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 in Appendix B, 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, after 30 days from the date of the re-opener notice, the Employer and the Union have not negotiated a new salary scale, 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.

APPENDIX A - CLASSIFICATIONS

CATEGORY A.

Case Manager

CATEGORY B.

Geriatric Information Specialist

Bilingual Case Manager

CATEGORY D.

Senior Case Manager

In witness whereof, the parties hereto have set their hands this
Day of, February , 2004.

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO,CLC:

By:

BOSTON SENIOR HOME CARE, INC.:

By:

**MEMORANDUM OF AGREEMENT BETWEEN COLLECTIVE BARGAINING UNIT AND
MANAGEMENT REGARDING TRAINING FUND**

Updated July 1, 2003

The employer shall establish a line item for training in its annual budget. No less than \$75 per bargaining unit FTE will be included in this line item. Additional amounts shall be added to this line item as funding permits.

The Labor-Management Committee will review this new practice six [6] months and one [1] year after its implementation for the purpose of incorporating it into a future collective bargaining agreement.

This MOA shall take effect upon the signing of this collective bargaining agreement.

Article 29, Section 2, is suspended until expiration of this MOA.

FOR THE EMPLOYER:

FOR THE UNION:

Name

Name

Title

Title

Date

Date