

COMMUNITY SERVINGS, INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509

October 1, 2022 to September 30, 2025

"Those who profess to favor freedom, and yet depreciate action, are people who want crops without plowing the ground; they want rain without thunder and lightning; they want the ocean without the roar of its many waves.

"The struggle may be a moral one, or it may be a physical one, or it may be both. But it must be a struggle. Power concedes nothing without a demand; it never has and it never will."

Frederick Douglass, 1857

Your Rights on the Job

Everyone wants smooth working relationships, but problems arise in every workplace. As an SEIU member, you have the right to Union protection and representation. This right is guaranteed by your contract.

When problems arise, talk to your steward

If you think your employer has violated your rights, or if you have questions about work, talk with your Steward. Your Steward is your on-the-job Union representative for answering questions and resolving problems. When you have questions or concerns, it's always best to talk to a Steward or Field Representative promptly.

If your boss has violated a right protected by your contract, you have the right to file a formal complaint, called a "grievance". Grievances must be filed within a specific number of days, so read your contract to find out the exact procedure and timeline for your workplace.

You have a right to Union Representation

You have the right to representation by your Steward or Field Representative during conversations with any supervisor that could potentially lead to discipline or termination. These include investigations. These are your "Weingarten rights," a right that only union workers have!

If you think that answering your boss's questions could lead to you being disciplined or fired, you must follow these important steps:

- 1. Request union representation.** You must ask for a union steward or representative before or during the interview.
- 2. Do not answer any questions or make any statements without a steward or union representative present.** You cannot be forced to make a statement or answer questions. Just keep repeating that you want a union representative present. If your steward is unavailable tell the supervisor that you want to reschedule the meeting for a time when a steward can make it. Contact your steward right away and he or she can make the appropriate arrangements.

The Weingarten rights do not apply to everyday conversations between members and supervisors regarding regular job duties or performance.

Your Rights and Responsibilities in the Union

Your Rights:

- √ The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.
- √ The right to choose the leaders of the union in a fair and democratic manner.
- √ The right to a full accounting of union dues and the proper stewardship over union resources.
- √ The right to participate in the union's bargaining efforts and to approve union contracts.
- √ The right to have members' concerns resolved in a fair and expeditious manner.

Your Responsibilities:

- √ The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's coworkers and all workers.
- √ The responsibility to get informed about the internal governance of the union and to participate in the conduct of the union's affairs.
- √ The responsibility to contribute to the support of the union.
- √ The responsibility to treat all workers and members fairly.
- √ The responsibility to offer constructive criticism of the union.

How to Participate in Your Union

Be a vigilant union member. The rights we have earned depend on you to protect them. Read your contract. Talk with your co-workers.
Attend union meetings when you can.

Worksite Stewards are SEIU's primary representatives in the workplace. Stewards help other members by providing information and assistance on grievances, contract questions, and other issues.

Chapter Officers. Each Local 509 chapter elects its own officers and representatives to the Joint Executive Board. Members who serve as a Chapter Officer, or on the local's Executive Board, help to ensure that the local addresses members' needs and interests.

Committees and Caucuses. Our committees and caucuses work to protect workers from discrimination and unsafe working conditions. Local 509 has many active committees and caucuses including the Organizing Committee, the Veterans Committee, the Lavender Caucus, and the Health and Safety Committee.

Member Organizers are active members who help organize non-union workers into SEIU. Organizing others in our industry who don't have the benefit of union jobs – and raising their standard of living – is an important way we can improve our own jobs. We can make a better life for our families if we stand together and organize for strength in our industry.

Member Political Organizers (MPOs) are members who help organize co-workers around political activities that will improve life for working families. MPOs work on local political campaigns and have opportunities to travel to assist on campaigns in other areas.

SEIU encourages members to be politically active. We need to register to vote and go to the polls on election day. We must use our strength in numbers to build political strength, and to hold lawmakers accountable for protecting our rights and supporting the issues important to working families.

The Committee on Political Education (COPE) raises voluntary contributions from SEIU members to help identify and support legislators who are supportive of our issues.

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AGREEMENT

AGREEMENT made and entered into effective this October 1, 2022, by and between COMMUNITY SERVINGS, 179 Amory St., Jamaica Plain, MA 02130 (the “Agency”), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509, AFL-CIO-CLC (the “Union”).

INTENT

The Agency and Union intend this Agreement to:

- enhance the mission of the Agency's program of providing meals for people ill with life threatening illnesses, their dependents and caregivers;
- support the principle that all those associated with the Agency's program treat each other and those they serve in the community with respect and dignity;
- promote a cooperative working relationship, and
- set forth their understandings on rates of pay, hours of work and conditions of employment.

The Agency and the Union will cooperate in efforts to improve productivity and efficiency through the use of new and improved equipment, methods, technology, products and materials, the elimination of waste and duplication, the prevention of accidents, the minimizing of absenteeism and tardiness, the improvement of quality, the efficient utilization of personnel and the enhancement of job satisfaction.

Article 1 – RECOGNITION

1.1 The Agency recognizes the Union as the exclusive collective bargaining representative in the following unit certified by the National Labor Relations Board on May 15, 2002.

- (a) *Included:* Cooks, Drivers, Utility and Maintenance, Shipper/Receiver, Assistant Delivery Coordinator, Client Services Coordinator, Volunteer Recruitment Coordinator, Volunteer Management Coordinator, Office Administrator, Expeditor, Head Chef, Delivery Coordinator, Outreach Coordinator, Receptionist and new or changed jobs that are within the scope of the bargaining unit.

- (b) *Excluded:* Nutritionist, Directors, Executive Chef, Kitchen Manager, Finance Department Employees, Development Department Employees, Interns, Supervisors and Guards as defined in the Act.

1.2 The word "Employee" in this Agreement means the Employees in the bargaining unit defined in Section 1.1. who are regularly scheduled to work sixteen (16) or more hours in a workweek.

1.3 At the time a new Employee is hired, the Employer will inform the Employee of the Union contract and the Union Security and Check-Off provisions and introduce the new hire to the Union chairperson or steward. A union steward will be allowed 15 minutes during work to meet with a new employee during the first 30 days of employment provided it does not interfere with Agency operations or the performance/accomplishment of their regular duties.

1.4 Temporary employees are employees who are filling in for employees on leaves of absence, or temporary reassignment, or occupying positions designated as temporary because they are anticipated to last for less than three (3) months. Positions to be filled by temporary employees will be identified as such when posted. Temporary employees may fill in for employees on leaves of absence for the duration of the leave, though this will not necessarily be in the actual job of the person on leave since regular employees may temporarily move due to the vacancy. Extended leaves of absence extending beyond three (3) months will be reviewed with the Union at least every three (3) months. Temporary employees are not in the bargaining unit.

1.5 Bargaining unit work will be performed by bargaining unit Employees. Managers will not normally do bargaining unit work but may do so for purposes of training or instruction. It is understood that the established practice of managers and other employees helping out when necessary to accomplish timely preparation and delivery of meals can continue, provided this does not have the effect of eliminating bargaining unit positions or reducing the hours of bargaining unit employees. In accordance with Agency past practice and the food preparation industry there is no limit on cooking by the Executive Chef.

1.6 The Union supports the participation of volunteers in the Agency's operations. The Agency will not use volunteers to replace Employees or reduce an Employee's hours.

Article 2 – NO DISCRIMINATION

2.1 The Agency and the Union will not discriminate against or in favor of any Employee on account of race, color, religion, national origin, political belief, sex, age, disability, sexual orientation, marital status or Union activity, nor tolerate discrimination or harassment.

2.2 Sexual harassment is a violation of state law and is grounds for discharge, suspension or discipline.

Article 3 – MANAGEMENT RIGHTS

Except as expressly limited by a provision of this Agreement, the rights, functions, prerogatives and discretion of management are reserved and vested exclusively in the Agency. By example and not by limitation, this includes the right to determine the scope, methods, standards and schedule of operations; the location of facilities; business record keeping and methods; what will be purchased; the contracting of work consistent with established practice; the jobs and size of the workforce; the hire, transfer, and promotion of Employees; the discharge, suspension or other discipline of Employees for just cause. Management will not exercise its rights in an arbitrary or capricious manner.

Article 4 – UNION SECURITY

4.1 All Employees on the active payroll as of the signing of this Agreement who are members of the Union will maintain their membership in the Union in good standing as a condition of continued employment.

4.2 All Employees on the active payroll as of the signing of this Agreement who are not members of the Union will become members of the Union within thirty (30) days after the signing of this Agreement and will thereafter maintain their membership in the Union in good standing or pay the agency service fee as a condition of continued employment.

4.3 All Employees hired after the signing of this Agreement will become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and will thereafter maintain their membership in the Union in good standing or pay the agency service fee as a condition of continued employment.

4.4 For the purposes of this Article, an Employee will be considered a member of the Union in good standing if the Employee tenders the periodic dues and initiation fee uniformly required as a condition of membership.

4.5 An Employee who has failed to maintain membership in good standing as required by this Article will, within twenty (20) calendar days following receipt of a written demand from the Union requesting the Employee's discharge, be discharged if, during such period, the required dues and initiation fee have not been tendered.

4.6 The Union will indemnify, defend and hold the Agency harmless against any and all claims, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Agency for the purpose of complying with this Article.

Article 5 – CHECK–OFF

5.1 Upon receipt of a written authorization from an Employee, the Agency will, pursuant to such authorization, deduct from the wages due said Employee each week, starting not earlier than the first pay period following the completion of the Employee's first thirty (30) days of employment, and remit to the Union regular weekly dues and initiation fee, as fixed by the Union. The initiation fee will be paid in two (2) consecutive monthly installments each in the second payroll of the first two (2) full payroll months following the completion of the probationary period.

5.2 Employees who do not sign written authorizations for deductions must adhere to the same payment procedure by making payments directly to the Union.

5.3 The Agency will not be obliged to make dues deductions of any kind from any Employee who, during any dues period involved, will have failed to receive sufficient wages to equal the dues deductions.

5.4 Each month, the Agency will remit to the Union all deductions for dues and initiation fees made from the wages of Employees for the preceding month, together with a list of all Employees from whom dues and/or initiation fees have been deducted.

5.5 Within one (1) month of the ratification of this Agreement, the Agency agrees to furnish the Union with the names of Employees, their addresses, social security numbers, classification of work, department, date of hire, termination, resignation, leave of absence or retirement, rate of pay, hours of work per week, total pay for the pay period, dues deducted for the pay period, shift, and regularly scheduled hours of work. Thereafter, the Agency agrees to furnish the Union each month with the names of current Employees, their social security numbers, total pay for the pay period, dues deducted for the pay period and date of termination, resignation, leave of absence or retirement, if any; along with the names of newly hired Employees, their addresses, social security numbers, employee number (if any), classification of work, department, date of hire, rate of pay, hours of work per week, total pay for the pay period, dues deducted for the pay period, shift, and regularly scheduled hours of work.

5.6 It is specifically agreed that the Agency assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union will indemnify, defend and save the Agency harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by

the Agency for the purpose of complying with this Article. Once the funds are remitted to the Union, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Union.

5.7 An Employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent will be in a form acceptable to the Agency and will bear the signature of the Employee. An Employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days' notice in writing to the Agency. The Agency will deduct such political education fund fee from the pay of Employees who request such deduction and will transmit deductions to the Treasurer of the Union together with a list of Employees whose political education fees are transmitted, at the same time that dues deductions are transmitted.

Article 6 – PROBATIONARY PERIOD

6.1 A new Employee will be on probation for ninety (90) calendar days. The Agency may extend probation thirty (30) days and if so will tell the steward and send notice to the Union. A probationary Employee may be disciplined or discharged in the sole discretion of the Agency, and the discipline or discharge will not be subject to the grievance procedure.

6.2 Newly hired Employees will be paid for all times spent in training and orientation during their probationary period.

6.3 Time worked as a temporary employee shall be counted as time worked towards the ninety (90) day probationary period up to a forty-five (45) day maximum.

Article 7 – SENIORITY

7.1 Definition.

- (a) Seniority is defined as the length of time an Employee has been continuously employed in the bargaining unit. Seniority of a new Employee will commence on completion of the probationary period and be retroactive to the date of hire.
- (b) An Employee who is reemployed in the bargaining unit within three (3) months will have seniority restored, but not accrue seniority for the period of absence. An Employee promoted to management will not accrue seniority but will have a right to return to the Employee's bargaining unit position for three

(3) months and other Employees who moved as a result of the originally vacated position will move back to their positions.

7.2 Loss of Seniority. An Employee's seniority and employment status will be lost upon:

- (a) Voluntarily termination;
- (b) Discharge for just cause;
- (c) Absence due to lay off, paid or unpaid sick leave for more than one (1) year or more than the length of the Employee's seniority at the beginning of the absence if this was less than one (1) year;
- (d) Failure to return at the end of an authorized leave absence;
- (e) Unauthorized absence for three (3) days without notifying the Agency;
- (f) Failure to accept recall from layoff and to return in two (2) weeks;
- (g) Taking other employment during a leave of absence, unless authorized by the Agency.

7.3 Layoff and Recall.

- (a) Prior to implementing a layoff, the Employer and the Union will meet to discuss alternatives.
- (b) Probationary Employees will be laid off first.
- (c) Layoffs will be by seniority. The Employee(s) with the lowest seniority in the job classification will be laid off first. A laid off Employee may if qualified displace an Employee with less seniority. A displaced Employee will have the same rights.
- (d) Employees within the affected classification may volunteer for layoff, and such requests may be allowed subject to operating needs.
- (e) Recalls will be done in reverse order of layoff, provided a recalled Employee is qualified to do the available job.
- (f) Except in an emergency, the Agency will try to give an Employee and the Union four (4) weeks written notice before a layoff and must give a minimum of two (2) weeks' notice or pay for two (2) weeks in lieu of notice. Upon request, the Agency will meet with the Union to discuss alternatives for mitigating such layoffs.

7.4 Job Openings.

- (a) When the Agency seeks to fill a job in the bargaining unit, it will post the job for ten (10) work days. The Job vacancy list will be printed and posted in three (3) different areas frequented by bargaining unit employees. The posting will include: job title, description of job duties and responsibilities, wage rate, job qualifications and requirements, and work schedule. The job will be awarded to the senior qualified Employee. The Agency may hire from the outside when bidding Employees do not have the required skills.
- (b) An Employee who is promoted will serve an orientation period in the new job of thirty (30) working days. During this orientation period, the Employee has the right to return to the former job. Other Employees whose moves were related to the promotion may also be required to return to their former jobs.
- (c) An employee who is promoted will receive the starting rate of the new position or an increase of \$0.75/hour whichever is greater. An employee who is promoted more than one position on the pay scale shall receive the starting rate of the new position or an increase of \$1.50/hour whichever is greater.
- (d) When the employer makes a determination to offer a four (4) day, ten (10)-hour shift schedule, the shift will be posted in accordance with letter (a) of this article and awarded to the senior most qualified employee who currently occupies that position.

Article 8 – WAGES

8.1 A wage increase of \$2.00/ per hour will be added to the wages of each Employee effective on January 1, 2023. A wage increase of \$2.00/ per hour will be added to the wages of each Employee effective on January 1, 2024. A wage increase of \$2.00/ per hour will be added to the wages of each Employee effective on January 1, 2025.

In the event the Boston Living Wage increases after October 1, 2016, employees' wages and starting rates that are below the new Boston Living Wage rate shall be increased to that rate.

8.2 Employees will be paid bi-weekly. An error in an Employee's paycheck will be corrected in a timely manner. Paychecks will report an Employee's regular, and overtime pay. The amount of time-off accruals will be provided to Employees monthly and also be available on request until such time as they appear on paychecks.

8.3 Starting rates are minimums. A newly hired Employee will not be paid more than a current Employee in the same job with an equivalent level of experience.

Minimum Rates. Effective January 1, 2023, there will be a \$1.00 increase to the minimum rate. Effective January 1, 2024, there will be a \$1.00 increase to the minimum rate. Effective January 1, 2025, there will be a \$1.00 increase to the minimum rate. Employees below scale shall be raised to minimum rates or receive the general increase due for that year, whichever is greater.			
Job title	Jan – 2023	Jan – 2024	Jan –2025
Assistant Delivery Coordinator	\$17.90	\$18.90	19.90
Bilingual Client Services Coordinator	\$19.15	\$20.15	\$21.15
Client Services Coordinator	\$18.65	\$19.65	\$20.65
Delivery Coordinator	\$18.65	\$19.65	\$20.65
Delivery Driver	\$17.65	\$18.65	\$19.65
Expeditor	\$18.10	\$19.10	\$20.10
First Cook	\$17.65	\$18.65	\$19.65
Head Chef	\$19.35	\$20.35	\$21.35
Kitchen Prep Cook	\$17.38	\$18.38	\$19.38
Office Administrator	\$18.65	\$19.65	\$20.65
Outreach Coordinator	\$18.65	\$19.65	\$20.65
Receptionist	\$17.38	\$18.38	\$19.38
Shipper / Receiver	\$17.65	\$18.65	\$19.65
Utility and Maintenance	\$16.96	\$17.96	\$18.96
Volunteer Management Coordinator	\$18.65	\$19.65	\$20.65
Volunteer Recruitment Coordinator	\$19.35	\$20.35	\$21.35

8.4 When an employee is assigned to work in a position at a higher pay rate on an interim basis for a full day or more, the Employee will be paid the starting rate of the higher paying position or an increase of \$0.75/hour whichever is greater. If the position is more than one position above the employee's position on the pay scale, the employee shall

receive the starting rate of the new position or an increase of \$1.50/hour whichever is greater. This does not apply if the employee is being trained for the position.

8.5 Bilingual Pay. The starting rate for the position of Bilingual Client Services Coordinator will be \$0.50/hour more than the position of Client Services Coordinator. The Parties agree to meet to address issues whether economic or non-economic related to the use of languages other than English in the Kitchen.

8.6 LONGEVITY BONUS – To be paid to current employees on their appropriate anniversary date during the course of the contract.

10th anniversary = \$1,250

15th anniversary = \$1,500

20th anniversary = \$2,000

25th anniversary = \$2,500

30th anniversary = \$3,000

8.7 Additional State Funds. In the event, in any fiscal year, the Commonwealth makes available additional funds for pay increases for employees who participate in trainings, including so-called Quality Care payments, or other payments related to Community Servings positions, the Agency will distribute the funds after meeting with the Union to negotiate equitable distribution of training opportunities and funded pay increases.

8.8 Signing Bonus. All employees employed as of October 1st, 2022, shall receive a \$500.00 gross one-time bonus.

Article 9 – HOURS OF WORK

9.1 The normal workday consists of eight (8) hours of work and includes a paid thirty (30) minute lunch break except for those scheduled to work 10 hours of work which also include a 30 minute paid lunch. A normal work week consists of five (5) normal work days Monday through Saturday. A normal work week for employees working ten (10) hour workdays consists of four (4) normal work days Monday through Saturday. An Employee whose five (5) – day normal work week includes Saturday will be scheduled for two (2) consecutive days off. An employee working ten (10) hour workdays will be scheduled for three (3) consecutive days off.

9.2 The Agency has the right to establish work shifts and their starting and ending times. The Agency's regular hours of work are between 6 AM and 9 PM. The Agency will not establish any work shift outside these hours without first discussing it with the Union.

9.3 An Employee's regular schedule will not be changed except by agreement with the Employee. If the Agency cannot fulfill its needs for schedule changes through Employee agreement, it will meet with the Joint Labor Management Committee to consider alternative solutions.

9.4 Employees have a paid fifteen (15) – minute break during the first half of their shift.

Article 10 – OVERTIME

10.1 Hourly Employees will be paid time and one-half (1½) the regular rate for hours worked over forty (40) in a payroll week.

10.2 Overtime must be approved in advance by a supervisor. Overtime will be distributed equitably.

10.3 Holidays that occur in November and December shall be counted as time worked for the purposes of calculating overtime.

Article 11 – JOB DESCRIPTIONS

11.1 Every position in the Unit will have a job description which will contain an accurate summary of the general duties, responsibilities, and requirements of such job, together with any special conditions associated with that position. Employees will be given a copy of their job description. The Union will be notified prior to changing or creating a new job description and will be given the opportunity / to discuss the description.

11.2 Should the Agency create a new job or substantially change an existing job; it may establish a rate of pay. Upon request, the Employer shall discuss the new or changed job with the Union. Any dispute over the pay rate of the job is subject to the grievance and arbitration procedure.

11.3 There shall be at least two (2) people who are able to lift and carry heavy loads assigned to every school delivery of over thirty (30) meals including milk.

Article 12 – HOLIDAYS

12.1 Regular full-time Employees will be paid eight (8) hours for the following holidays, except those who are scheduled to work ten (10) hours per day who will be paid 10 hours for the following holidays.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

12.2 The Agency will try to close on Christmas Day, but if it appears that providing Christmas meals and baskets cannot be accomplished without working on Christmas Day, the matter will be taken up with the Joint Labor Management Committee. Work on Christmas Day is voluntary. In such case the Agency will try to schedule Christmas Day work to minimize Employee inconvenience. Pay will be at double time.

12.3 Holiday pay for regular Employees who are normally scheduled for less than eight (8) hours will be prorated. Part-time Employees will be paid for holidays that fall on their regularly scheduled workdays.

12.4 Employees must work their last scheduled workday immediately preceding the holiday and their first scheduled workday immediately following the holiday to be eligible for holiday pay, unless the absence is approved in advance by the Employee's supervisor.

12.5 A full time employee whose regular schedule is Tuesday through Saturday can take Tuesday off in place of a Monday holiday. The Employer may ask but not require an Employee to take a different day off.

Article 13 – PERSONAL DAYS

13.1 Regular full-time Employees may take up to four (4) paid personal days per calendar year. The Employee's supervisor must approve the use of personal days in advance. Such approval shall not be unreasonably denied.

13.2 Following the completion of probation, a new Employee may take one (1) personal day for each three (3) full months of employment to provide a period of transition until the beginning of the next calendar year when 13.1 will apply.

Article 14 – VACATIONS

14.1 Vacation is earned on an accrual basis at the following rates. A regular part-time Employee will earn vacation on a prorated basis. A probationary Employee will accrue vacation but may not take it until probation is completed. No Employee hired prior to October 1, 2002 will accrue at less than the 3rd year rate (three (3) weeks per full year).

1 st and 2 nd years	6.66 hours per full month (two (2) weeks per full year)
3 rd to 5 th years	10 hours per full month (three (3) weeks per full year)
6 th year and after	13.33 hours per full month (four (4) weeks per full year)

14.2 Vacation time should be used in the year it is earned. An employee will stop accruing vacation when the Employee has accrued twenty (20) hours more than a full year of vacation accrual for the Employee, except with written approval of the Chief Executive Officer which shall not be unreasonably denied.

14.3 Vacation leave is subject to the operating needs of the Agency. Requests for vacation must be submitted to an Employee's supervisor no less than two (2) weeks in advance. Employees who would like their vacation pay in advance must notify their supervisor when they submit their previous pay period time sheet. Vacation requests of two (2) days or fewer must be submitted no less than three (3) working days in advance. During the initial seniority-based request period, an Employee may not select a block of vacation time of more than three (3) weeks. After the initial round of requests, Employees may select blocks of up to four (4) weeks. Vacation requests shall not be unreasonably denied.

During the November - December blackout period, vacation time may be granted for special circumstances and emergency situations.

14.4 An Employee who is terminated will be paid for accrued unused vacation within three (3) working days of termination. An Employee who resigns will be paid for accrued unused vacation within the next pay cycle.

14.5 If a paid holiday falls during an Employee's vacation, the holiday will not be charged as a vacation day. Vacation does not accrue during unpaid leave.

14.6 On or about the first (1st) of September the Employer will post or send notices to remind Employees that they need to use up vacation and personal days. This will not be required as long as the vacation accrual is printed on pay checks.

Article 15 – LEAVES

General Leave Provisions

15.1 An unpaid leave of absence will not break an Employee's continuous length of employment. An Employee will not accrue any benefits during the period of such a leave.

15.2 When an Employee with at least one (1) year of continuous employment at the time of a leave of absence returns from a leave of absence of less than six (6) months, the Employee will be reinstated to the same position and shift. In all other circumstances, when an Employee returns to work after a leave of absence, the Employee will be reinstated to the same position and shift, if available, or a similar position within the classification and shift, if available. In the event the same position or a similar position is not available when an Employee returns to work from a leave of absence, the Employee will receive the next available similar position within the classification and shift.

Sick Leave

15.3 Regular full-time employees accrue sick leave at a rate of 0.83 days per full month worked (ten (10) days per year). Regular part-time employees accrue sick leave on a prorated basis. A probationary Employee will accrue and may use sick leave on the same basis as a regular Employee.

15.4 A maximum of one hundred eighty (180) hours sick leave can be accrued. Effective January 1, 2017, the cap is increased from one hundred eighty (180) to one hundred ninety (190) hours. Effective January 1, 2018, the cap is increased to two hundred (200) hours. Effective January 1, 2019, the cap is eliminated.

15.5 An Employee using sick leave must report to the Employee's supervisor or other person designated by the Agency no later than two (2) hours prior to the Employee's scheduled reporting time. An Employee who leaves a message on voicemail must call again and speak directly to the supervisor or other designated person.

15.6 The Agency reserves the right to request a doctor's statement after three (3) consecutive days of illness.

15.7 Agency does not pay for unused sick leave upon termination. Sick leave does not accrue during unpaid leave.

Family and Medical Leave

15.8 The Agency will provide regular full-time Employees who have completed their probationary period with up to twelve (12) weeks unpaid leave during a twelve (12) – month period for the reasons listed below. An additional twelve (12) weeks unpaid leave may be granted with the approval of the Chief Executive Officer which will not be unreasonably withheld.

- (a) the birth, adoption or foster care placement of the Employee's child, or in order to take care of the child during the twelve (12) months after birth or placement;
- (b) to take care of the Employee's child, spouse, domestic partner or parent who has a serious health condition;
- (c) if the Employee has a serious health condition.

Parental Leave

15.9 An Employee, either mother or father, who has completed ninety (90) days of service is eligible for up to twelve (12) weeks of unpaid leave for the birth, adoption or foster care placement of the Employee's child, or in order to take care of the child during the twelve (12) months after birth or placement. As per Massachusetts law, parents of twins are eligible for sixteen (16) weeks of unpaid parental leave. An additional twelve (12) weeks unpaid leave may be granted with the approval of the Chief Executive Officer which will not be unreasonably withheld. Accruals may be used.

15.10 An employee who is eligible for short-term disability benefits and gives birth is eligible for a minimum of six (6) weeks disability benefits for natural childbirth and a minimum of eight weeks disability benefits for cesarean birth. For medical conditions that last longer, short-term and long-term disability benefits continue the same as for other medical conditions. An employee will complete all required claim forms and furnish the Agency with a certificate from her physician stating the expected date of delivery.

15.11 Regular full and part-time employees scheduled to work at least twenty (20) hours per week who have been employed at Community Servings for at least one (1) year are eligible for up to ten (10) days of Paid Parental Leave for the birth of a child, adoption of the child under the age of eighteen (18) (or a child under the age of twenty-three (23) if the child is mentally or physically disabled), or the placement of a child pursuant to a court order. Domestic partners are eligible for this leave the same as spouses.

15.11 (b) The employer agrees to pay one hundred percent (100%) of the total financial obligations under the Paid Family and Medical Leave Law, for all bargaining unit members

for the first (1st) year of this agreement. Employees will pay the employee portion during year two (2) and year three (3) of this agreement.

15.11 (c) For more information regarding Paid Parental Leave, consult the Employee Handbook and/or Human Resources.

Bereavement Leave

15.12 Employees are eligible for up to three (3) days of paid bereavement leave at the time of death of a spouse, child (natural, adopted, step or foster), parent, parent-in-law, sister, brother, sister-in-law, brother-in-law, grandparent or grandchild or significant other living in the household for more than six (6) months. This includes those with a role equivalent to child, parent, brother, or sister.

15.13 Employees will notify their supervisor as soon as they know of the need for leave.

Jury Duty Leave

15.14 Employees will be paid in full for the first three (3) days of jury duty. Any Employee serving additional days will be paid the difference between the Employee's gross wage for a normal workday and the stipend paid by the state. Proof of jury service must be submitted to the Agency. An Employee who serves a half day or less is expected to report for work.

Military Leave

15.15 Military leave is governed by federal law under the Uniformed Services Employment and Reemployment Rights Act of 1994.

Union Business Leave.

15.16 A leave of absence for a specified duration up to twelve (12) months will be granted to an Employee with at least one (1) year of seniority in order to accept a position with the Union. The Agency is not required to grant more than one (1) leave under this Article during a twelve (12) month period.

Workers Compensation Leave

15.17 An unpaid leave of absence for a period of up to one (1) year will be granted to an Employee who is receiving workers compensation benefits. For an additional year the Employee will have a right to bid on posted jobs based on seniority accrued through the end of the initial leave. Seniority will stop accruing at the end of the first (1st) year of leave. If the Agency pays an Employee for time out due to a work-related injury, the Employee

will reimburse the Agency the amount received from the Workers Compensation Insurance for such time.

Personal Leave

15.18 An Employee may submit a written request specifying the reason for an unpaid personal leave of absence of up to one (1) month. The unpaid leave of absence will be approved at the discretion of the Chief Executive Officer and will not be unreasonably denied.

Immigration Leave

15.19 If the bargaining-unit member needs to obtain valid documentation to maintain employment, the employee may be permitted, consistent with operational needs, by the employer, an unpaid leave of absence for up to three (3) months to resolve issues relating to proper work documentation. The employee will communicate with the Union and the Employer at least fourteen (14) calendar days prior to the expiration of the leave, to update both the Union and the Employer on the employee's status.

Article 16 – INSURANCE BENEFITS

16.1 Health Insurance. The Agency pays eighty percent (80%) of the premium for its HMO health insurance plan for family or individual coverage. Employee premium contributions are deducted from wages on a pretax basis. The Agency may change insurance carriers so long as the plans (including access and benefits) are substantially equal. If the health insurance carrier informs of a probable premium increase that will cause the total premium increase to exceed twenty percent (20%) over the premium in effect at the start of this Agreement, the Union will explore with the Agency in good faith ways of mitigating the cost, such as changes in the carrier and plan benefits. A summary of plan benefits is appended to this Agreement.

16.2 Dental Insurance. The Agency pays the full premium for its Guardian Dental insurance plan.

16.3 Life Insurance. The Agency pays the full cost of life insurance equivalent to one (1) year of regular salary or hourly pay.

16.4 Short-Term Disability Insurance. The Agency pays the full cost of short-term disability insurance. Coverage is for a maximum of thirteen (13) weeks and is immediate for an injury if your disability occurs within seventy-two (72) hours after an accident. Coverage begins after fourteen (14) consecutive days for an illness or if your disability begins later than seventy-two (72) hours after an accident.

16.5 Long-Term Disability Insurance. The Agency pays the full cost of long-term disability insurance. Coverage is effective when short-term disability insurance coverage ends.

16.6 The Agency will continue to pay its share of the health insurance premium and the premiums for its other insurance coverages for up to an aggregate of twelve (12) weeks from the start of all leaves of absence in a twelve (12) – month period. Employees are responsible for payment of their share of the premium on or before the date it is due.

16.7 Regular full-time and regular part-time Employees are eligible to participate in the Agency's health and dental insurance plans and in the Agency's life, short-term and long-term disability insurance plans if they are regularly scheduled to work thirty (30) hours a week. Domestic partners are eligible for health spousal benefits.

16.8 The Agency shall reimburse employees who have health insurance through Community Servings for any deductibles paid up to the first fifty percent (50%) of the total annual individual or family deductible amount. Employees will be responsible for any deductible amounts incurred above the first fifty percent (50%). The employer may require supporting documentation.

The Parties agree to work out a process for providing documentation for reimbursement that protects both employees' confidentiality and the Agency's reimbursement obligations.

16.9 The Agency encourages staff to contact the HR consultant if they are having problems accessing health insurance benefits. A health insurance information session for employees will be held annually and interpreter service will be provided.

Article 17 – 403(b) PLAN

17.1 Employees are eligible to participate in the Agency's 403(b) Plan in accordance with the Plan terms. The Plan provides for an Employer contribution of two percent (2%) of an Employee's pay each pay period for all Employees who have completed two (2) years of service. In addition, the Employer shall match Employee contributions of up to three percent (3%) of an Employee's pay. Employees must have completed two (2) years of service to be eligible for matching.

Article 18 – DISCHARGE AND DISCIPLINE

18.1 The Agency has the right to discharge, suspend, or discipline an Employee for just cause.

18.2 The Agency supports the principle of progressive discipline. The Agency reserves the right to summarily suspend or discharge an Employee in case of serious or gross misconduct.

18.3 The Agency will notify the Union in writing of any suspension or discharge within two (2) working days. If the Union desires to contest the discharge or suspension, it will notify the Agency in writing within fourteen (14) days from the date of receipt of notice of discharge or suspension.

18.4 Any Employee being disciplined, suspended or discharged can have a Union steward and/or representative present if the Employee requests such representation.

18.5 Disciplinary actions will not be used in the normal progressive disciplinary procedure if such discipline is more than twelve (12) months old.

Article 19 – GRIEVANCE PROCEDURE

19.1 A grievance means a dispute or difference between the Agency and the Union or an Employee involving the meaning, interpretation, or application of a provision of this Agreement.

19.2 The Agency and Union encourage the informal settlement of grievances or problems between the Employee, and/or Union steward, generally with an Employee's immediate supervisor.

19.3 A grievance must be presented within two (2) weeks of the occurrence or knowledge of its occurrence, or it will not be considered.

19.4 If a grievance is not resolved, the procedure will be as follows:

Step 1. The Employee or the steward will put the grievance in writing and submit it to the Chief Executive Officer. The Chief Executive Officer or other Agency representative will promptly meet with the steward and or Employee. The Agency will give its answer in writing within five (5) working days of the grievance being submitted.

Step 2. If not settled at Step 1 the Employee, steward or Union representative may submit the grievance to the Chief Executive Officer at step 2. A grievance that has not been submitted to Step 2 within ten (10) working days of receipt of the Agency's response to Step 1 shall be considered withdrawn unless the ten (10) working day period is extended in writing by mutual agreement. The

Chief Executive Officer and the outside Union representative will participate in the attempt to resolve the grievance at Step 2. The Agency will give its answer in writing within five (5) working days of the grievance being submitted at Step 2.

If not settled at Step 2, the Union may submit the grievance to arbitration. A grievance that has not been submitted to arbitration within thirty (30) days of the date of the Agency's answer in Step 2 will be considered withdrawn unless the thirty (30) day period is extended in writing by mutual agreement.

19.5 A grievance concerning a discharge or suspension, or a group grievance may be presented initially at Step 2.

19.6 The Union and the Agency agree always to consider mediation as a way of resolving a grievance before going to arbitration.

Article 20 – ARBITRATION

20.1 The Union may submit an unresolved grievance to arbitration.

20.2 If a mutually acceptable arbitrator cannot be agreed upon within ten (10) days, the grievance will be submitted to the American Arbitration Association or a mutually acceptable arbitration agency for appointment of an arbitrator whose decision will be final and binding. The fees and expenses of the arbitrator will be borne equally by the Agency and the Union.

20.3 The arbitrator will have no power to amend, change or modify any of the provisions of this Agreement.

Article 21 – NO STRIKES OR LOCKOUTS

21.1 The Union agrees there will be no strikes, slowdowns, or other interruption of Agency operations for any reason during the term of this Agreement.

21.2 The Agency agrees that there will be no lockouts during the term of this Agreement.

21.3 The Agency may discipline or discharge any Employee who causes, instigates or participates in any violation of this Article. Unless the arbitrator finds as a fact that the Employee did not cause, instigate or participate, an arbitrator will have no authority to alter the action taken by the Agency.

Article 22 – UNION REPRESENTATIVES

22.1 The Agency will permit reasonable access to its premises during working hours by an outside Union representative for the purpose of administering this Agreement including dealing with grievances. Upon arrival, the representative will inform the Chief Executive Officer or other manager. The Union representative will not interfere with Agency operations or the performance of Employees' regular duties.

22.2 The Union will designate stewards to represent the Employees. The stewards will be allowed a reasonable amount of time to deal with grievances but will cooperate with the Agency to avoid interference with work.

22.3 One (1) Employee, if elected as an executive board member, will be permitted time off to attend regular executive board meetings. Two (2) Employees (plus additional Employees with the permission of the Agency) will be permitted to attend Union conventions and steward training. The Union will notify the Agency as soon as possible and at least one (1) week in advance of such meetings. The Agency will try to adjust the Employee's work schedule to minimize the time lost.

22.4 Bulletin Boards. The Agency will provide a bulletin board(s) or space on a bulletin board(s) for posting notices of Union meetings, recreational and social events. Other notices may be posted only with the approval of the Chief Executive Officer.

22.5 Contract Negotiations. Upon giving of one (1) weeks' notice, Union stewards shall be allowed a reasonable amount of unpaid work time to attend contract negotiation sessions and caucuses. Stewards will cooperate with the Agency to avoid interference with work.

22.6 Union stewards shall be permitted a half (½) hour at the end of "all-staff" meetings to meet with union members as a group. Department meetings shall not be held just prior to the end of the "all-staff" meeting.

Article 23 – INVESTIGATIONS

23.1 In the event that an allegation of inappropriate conduct is made against an employee the employer shall investigate such allegation. Prior to meeting with the person investigating the allegation, the employee shall be informed of the nature of the complaint and of his or her right to union representation during the investigation. The person investigating the allegation shall meet with the accused employee(s) prior to reaching a finding which substantiates the allegation.

Article 24 – MISCELLANEOUS

24.1 No smoking. Smoking is not permitted on Agency premises, in delivery vehicles or while working.

24.2 Treatment and Assistance. The Agency supports its Employees in seeking professional help and treatment of substance abuse problems which may affect their professional lives or job performance. An Employee's job will not be jeopardized for seeking help. However, by itself, such participation does not protect an Employee from otherwise appropriate disciplinary action.

Prior to conducting any drug/alcohol testing due to significant and observable changes in an Employee's performance, appearance, behavior, speech, etc. an employee shall be given the opportunity to meet with the Agency for the purposes of explaining his or her performance, appearance, behavior, speech, etc., with a union representative present.

24.3 The parties agree to meet to address workload issues resulting from the contracts with schools.

Article 25 – TUITION ASSISTANCE AND TRAINING EXPENSES

25.1 The Agency will budget four thousand dollars (\$4,000) in year one (1) of this contract, five thousand dollars (\$5,000) in year two (2), and six thousand dollars (\$6,000) in year three (3) for an Employee tuition assistance program. An Employee may apply for a grant through the Labor-Management Committee. Grants will be paid upon proof of a passing grade in the course.

25.2 The Agency will pay the full costs of training and courses it requires Employees to take. The Agency will provide trainings in Narcan, Substance Abuse and Disabilities, in part to help staff better understand clients and volunteers who may have such conditions or issues. The Labor-Management Committee will provide advice as to other trainings needed.

Article 26 – MILEAGE REIMBURSEMENT

26.1 Employees who are required to use their personal vehicles for work related purposes shall be reimbursed for miles driven in accordance with Agency policy. Such employees shall be reimbursed at the current IRS reimbursable rate.

Article 27 – JOINT LABOR MANAGEMENT COMMITTEE

27.1 The Agency and the Union agree to establish a Joint Labor Management Committee to meet at mutually agreeable times for the purposes of discussing issues of mutual interest. The Committee will have three (3) bargaining unit members designated by the Union and three (3) representatives of management. Additionally, a representative of the Union and of the Agency may attend the meetings. The function of this committee is not to replace the grievance procedure but to help establish and maintain a good labor management relationship.

Article 28 – SAFETY

28.1 The Agency will provide a working environment free from all recognized hazards that are causing or likely to cause physical harm to Employees.

Article 29 – TERM OF AGREEMENT

29.1 This Agreement will become effective as of the first (1st) day of October 2022, and will remain in full force and effect until the thirtieth (30th) day of September 2025. Written notice to terminate or modify this Agreement will be given by the Agency or the Union to the other at least sixty (60) days prior to the expiration date. Negotiations for a new Agreement will begin no later than forty-five (45) days before expiration.

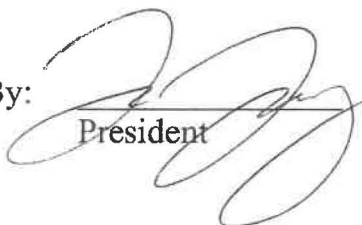
29.2 The Agency and the Union agree that if they have not reached agreement before the termination date, they will jointly request the assistance of a federal mediator.

IN WITNESS WHEREOF, the Agency and the Union have caused this Agreement to be executed by their duly authorized representatives on the dates shown below.

COMMUNITY SERVINGS, INC.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 509


By: /s/ David Waters

By:  Date: 5/25/23
President

/s/ Jeffrey L. Hirsch
Date: 6/14/2023

**Memorandum of Agreement between Community Servings and Local 509, Service
Employees International Union**

This Memorandum of Agreement (the "MOA") is entered into by and between Community Servings and Local 509, Service Employees International Union ("SEIU"), sometimes referred to collectively as "Parties."

Community Servings and SEIU are parties to a collective bargaining agreement for the period of Oct 1 2022 to September 30 2025.

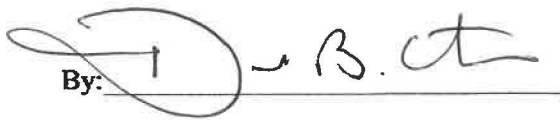
The parties met to discuss changes to job titles and pay scale. The parties agree to add the below listed positions to the recognition clause, Article 1; and to contract at the listed starting rate. All positions and employees shall be treated in accordance with terms of the Collective Bargaining Agreement Effective Oct, 1 2022.

Job Title	Start Rate
Bilingual Client Services Coordinator	\$20.00
Client Services Coordinator	\$19.50
Evaluation Coordinator	\$20.00
<i>Cook</i>	\$19.00
Lead Cook	\$21.00
Delivery Driver	\$21.00
Head Chef	\$22.00
Packaging Lead	\$21.00
Packaging Associate	\$18.50
Office Administrator	\$19.00
Receptionist (FT)	\$18.50
Receptionist (PT)	\$18.50
Shipper/Receiver	\$20.00
Shipping Associate	\$19.50

Porter	\$18.50
Volunteer Coordinator	\$20.00

For employees who are earning less than the new start, the parties agree to increase the current hourly rate of said employee to the new rate.


Community Servings,

By: 

Chief Executive Officer

Date: 9/25/2023

Local 509, Service Employees International Union, AFL-CIO,

By: 

Date: 9/22/2023