

AGREEMENT

Between

ELDER SERVICES of CAPE COD and the ISLANDS, INC.

And

LOCAL 509,
SERVICE EMPLOYEES INTERNATIONAL UNION

CARE MANAGERS, SPECIALIZED CARE MANAGERS,
NUTRITION CARE MANAGERS / FLOATERS,
PROTECTIVE SERVICE WORKERS,
AND REGISTERED NURSES

July 1, 2023 – June 30, 2026

E.S.C.C. & I.
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PREAMBLE AND PURPOSE OF AGREEMENT

This Agreement is made and entered into this 21st day of June 2023, by and between Elder Services of Cape Cod and the Islands, Inc. (hereinafter referred to as the "Employer," or the "Agency,"), and Local 509, Service Employees International Union (hereinafter referred to as the "Union").

The purpose of this Agreement is to promote the dignity of all employees in the bargaining unit, and to assure proper mutual respect and dignity to all parties. To that end, this Agreement is intended to promote and further harmonious labor-management relations; quality client care; efficiency and responsibility at all levels; just and speedy means for the settling of grievances; and improvement in the quality of the workplace, including communications and cooperation between all employees and management.

ARTICLE I – RECOGNITION

Section 1.

The Employer recognizes the bargaining unit employees as professional employees, and recognizes the Union as the sole and exclusive bargaining agent, pursuant to the certification of the National Labor Relations Board issued on September 23, 1985, in Case #1-RC-18, 547, for the following unit, as amended by the parties:

All full-time and regular part-time Case Managers, Specialized Case Managers, Nutrition Care Managers/Floaters, Protective Service Workers, and Registered Nurses (RNs), employed by the Employer at its various locations in Barnstable, Dukes and Nantucket Counties of the Commonwealth of Massachusetts; but excluding, Care Manager Supervisors, Nutrition Supervisors, office clerical employees, guards and all other employees.

Section 2.

A loss of grant funds shall be deemed just cause for terminating employees holding a grant funded position and said termination shall not be subject to grievance/arbitration. An employee terminated under such circumstances shall have preference in being rehired for any bargaining unit position, which s/he is qualified to fill.

ARTICLE II – NO STRIKES AND NO LOCKOUTS

Section 1.

Neither the Union nor any employee shall engage in, induce, support, encourage or condone a strike, work stoppage, slow-down or withholding of services, including reasonable overtime services by employees.

Section 2.

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and if such action does occur, to exert its best effort to terminate it.

Section 3.

The Employer agrees that so long as the Union and employees are not in violation of this Article or other provisions of this Agreement, it shall not lock out employees during the term of this Agreement.

ARTICLE III – MANAGEMENT RIGHTS

Section 1.

- A. Except as otherwise limited by a provision of this Agreement, the Agency shall have the right to exercise complete control and discretion over its organization including, but not limited to, the right to:
 - 1. Determine the standards of service to be provided, and the standards of productivity and performance of its employees;
 - 2. Establish and/or revise personnel evaluation programs; and evaluate employees during their probationary period, and on a regular basis thereafter;
 - 3. Determine the methods, means and personnel by which its operations are to be conducted;
 - 4. Determine the job content of job classifications;
 - 5. Determine the assignment, direction, and transfer of personnel;
 - 6. Relieve employees of duty because of lack of work or other legitimate reason including, but not limited to, a lack of funding;
 - 7. Move, sell, close, liquidate or consolidate the Agency and its offices in whole or in part;
 - 8. Establish reasonable work rules;
 - 9. Suspend, demote, discharge or take any other appropriate action against its employees; and
 - 10. Take all necessary actions to carry out its mission.
- B. Employees who are absent on a leave-of-absence due to a workers' compensation injury may be required to return to work as part of an individualized "return-to-work" program.

Employees absent on leave-of-absence due to non-job-related illness or injury may volunteer to return to work on an individualized "return-to-work" program. In either case, the employee shall be assigned modified duties falling within the range of duties for his/her job classification, provided said assignment of modified duties is consistent with the recommendations of an Employer-designated physician. If the employee's physician makes a medical recommendation contradicting or disagreeing with the Employer's designated physician, the Employer's designated physician and the employee's physician shall mutually agree upon a third physician in an appropriate specialty whose recommendations shall be considered final with respect to whether or not the employee can return to work and perform the modified duties.

Section 2.

It is agreed that this enumeration of management rights shall not be deemed to exclude other management rights not specifically enumerated; and that all rights heretofore exercised by the Agency, or inherent in the Agency as the Manager of the business, or as an incident to the management, not expressly contracted away by a specific provision of this Agreement, are retained solely by the Employer.

Section 3.

The Agency's exercise of any management right or function in a particular manner shall not preclude the Agency from exercising same in any other manner which does not expressly violate a specific provision of this Agreement. The Agency's failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same. Any rights granted to or acquired by the employees of the Union under this Agreement, or during its life, shall have no application beyond the term of this Agreement or any renewal thereof.

Section 4.

The Agency shall have the right to make and enforce rules and regulations governing its operation, the manner and method of performing the work, the professional standards it requires, attendance and any other matter, so long as such rules and regulations are not in direct conflict with a specific provision of the Agreement. The Agency shall have the right from time to time to change, alter, and add to such rules. Such rules will be enforced and in effect upon being posted in the offices of the Agency, and a copy of such rules, prior to posting, shall be furnished to the Union.

Section 5.

Any prior agreements covering employees in the bargaining unit shall be terminated upon the effective date of this Agreement and shall be superseded by this Agreement.

ARTICLE IV – UNION SECURITY

Section 1.

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

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

Section 2.

Any employee who fails to maintain her/his obligations under the provisions of this Article, shall not be retained in the employ of the Employer, provided that the Union shall have notified the Employer and the employee in writing of such default, and said employee shall have failed to remedy the same within thirty (30) days after receipt of such notice.

In the event that an employee has filed a claim or complaint with an administrative agency or in a court having competent jurisdiction and said claim or complaint challenges the appropriateness of the dues or agency service fee amount, the Employer shall not be required to take any action against said employee until the matter is resolved by the administrative agency or court, provided said employee authorizes the placement of the dues or agency service fee deduction in an escrow account.

Section 3.

The Agency will honor from each employee a voluntary revocable wage assignment (check-off card), in a form to be agreed to by the parties and attached hereto, authorizing the Agency during the life of this Agreement to deduct from her/his earnings due each month the uniform membership dues and initiation fees or agency fee for the current month.

Deductions shall be made from the employee's bi-weekly paycheck in an amount certified in writing by the Union as the authorized amount of dues or agency fee; and the Employer shall remit to the Union on a monthly basis within thirty (30) days of said bi-weekly deductions along with the names of employees for whom deductions were made and the amount in a form which includes:

Name of employee (separate columns for last name and first name)
Last four (4) digits of Social Security number
Employee ID number
Home street address
Home city
Home zip code
Home phone number
Mobile phone number

Personal email
Work email
Job title
Gross pay subject to dues
Hourly rate
Pay period end date
Dues amount deducted
Agency fee amount deducted (if applicable)
COPE (Political Education Fund) fees deducted (if applicable) Hire date
Termination date (if applicable)

This monthly check-off report will be sent electronically to dues@seiu509.org as an Excel spreadsheet which is password protected in a file named "ESCCI-Dues/StatusReportReportDate" with each data point in its own column and with each employee's information combined in a single row for the period reported. The report will be sent within thirty (30) days of the last bi-weekly payroll in each month.

All information provided to the Union under this section shall be the most current information provided to the Agency for its personnel records and the Union acknowledges that said information can only be as accurate as the information received by the Agency from the employee.

Section 4.

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

Section 5.

- A. An employee may consent in writing to the authorization of the deduction of a Political Education Fund fee from her/his wages, and to the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw her/his Political Education Fund authorization by giving at least sixty (60) days' notice in writing to her/his fiscal manager and to the Union.
- 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. Political Education Fund (COPE) fees will be deducted and remitted to the Union as part of ESCCI's monthly dues/status report to the Union as specified in Section 3.

ARTICLE V – EFFECT OF AGREEMENT

It is acknowledged that, during the negotiations that resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Agreement shall constitute

the total agreement between the parties; and the Union agrees that the Agency shall not be obligated to any additional collective bargaining.

No amendment to this Agreement shall bind the parties hereto unless in writing signed by the parties hereto. No practice, condition of employment, benefit, or oral agreement that is not expressly stated in this Agreement shall be deemed part of this Agreement.

The parties further agree that only matters that are expressly and specifically limited or restricted by a provision of this Agreement shall be subject to the grievance/arbitration provisions of this Agreement.

ARTICLE VI – UNION ACTIVITY / UNION STEWARD

Section 1. Stewards

The Union shall have the right to elect five (5) employee stewards, one (1) of whom may be designated as Chief Steward. Stewards shall be permitted reasonable time off with pay for purposes of investigating and processing grievances. However, the Employer shall not pay for any steward's travel time between Barnstable, Dukes and Nantucket Counties.

The steward shall record on their timesheets any time where they have spent in excess of fifteen (15) minutes investigating and processing grievances during any work shift. A column will be added to the official timesheets for inputting such excess time and submitting to the Employer a monthly accounting of such paid time. Whether or not the excess time reported on the timesheets is treated as "reasonable" under this section shall be determined by ESCCI and subject to grievance should the Union disagree.

Section 2.

The Union shall provide the Employer with a written list of Union representatives and officers, including the Stewards, and shall notify the Employer of any changes therein.

Section 3. Union Representation.

Authorized staff representatives of the Union shall have access to the Employer's premises only for the purpose of discussing such Union business that can only be transacted during working hours.

Section 4. Access to Premises.

Before entering the Employer's premises, the authorized Union representative must first notify and obtain permission from the appropriate Agency representative. During such visit, there shall be no interruption of the work by the Union representative. There shall be no further Union activity by employees on Agency time. If the privilege of access to the Agency is abused, it may be discontinued by the Agency.

Section 5. Union Meetings and Conventions.

A maximum of five (5) days per fiscal year will be provided to the bargaining unit as paid leave to be used by Union officers, Stewards, and elected delegates for purposes of attending Union meetings and conventions scheduled during the employees' work hours.

Section 6. Bulletin Boards.

The Employer will make available in each office a sufficient space, no larger than twenty-four (24) inches by thirty-six (36) inches, in a non-public area of the office for purposes of posting Union notices. Such notices shall not contain any offensive or derogatory material or material in support of or against a candidate for political office.

Section 7. Union Orientation.

On a monthly basis the Employer will allow one (1) Union Steward one-half (1/2) hour to provide orientation to new bargaining unit employees hired within the last thirty (30) days. The steward shall advise the Employer of the date and time it wishes to provide orientation to new bargaining unit employees.

ARTICLE VII – NON-DISCRIMINATION

Section 1.

The Employer and the Union agree that neither the Employer nor the Union shall discriminate against any employee on the basis of race, creed, religion, national origin, sex, age, mental or physical handicap or disability, veteran status, sexual orientation, or Union activity or nonparticipation in Union activity. The Employer and the Union agree that no person shall be subject to sexual harassment.

Section 2.

It is further agreed that while the parties may discuss alleged violations of this Article in the preliminary steps of the grievance procedure, any claim or allegation of violation of this Article will not be subject to arbitration and the exclusive remedy for such claims will be through applicable federal or state statutes where available.

Section 3.

The Employer shall maintain and adhere to an affirmative action plan in satisfaction of its agreement with the Executive Office of Elder Affairs. The Labor-Management Committee established under this Agreement may review issues of sexual harassment or racism.

ARTICLE VIII – GRIEVANCE AND ARBITRATION

Section 1.

A grievance is defined as any dispute arising during the term of this Agreement between the Union and the Employer, or between the Employer and any of its employees, involving the interpretation or application of a specific provision of this Agreement.

Section 2.

Grievances shall be processed in the following manner:

Step 1. Immediate Supervisor.

An employee shall present a grievance in writing on a form (attached hereto and made a part hereof) to her/his immediate supervisor outside the bargaining unit within ten (10) working days of the event giving rise to the grievance, or the date the employee knows or should have known of the event. The employee may or may not be accompanied by the Union Steward.

Step 2. Department Head.

In the event the grievance is not settled between the employee and her/his immediate supervisor outside the bargaining unit within five (5) working days of the time it is raised, the grievance shall be presented to the employee's Department Head within five (5) working days of presentation to the immediate supervisor outside the bargaining unit in Step 1. The Department Head will promptly discuss the matter with the Steward and the employee and will give a written answer within five (5) working days of the time the written grievance is discussed.

Step 3. Chief Executive Officer.

In the event the Department Head's answer in Step 2 is not satisfactory, the Union may, within five (5) working days of the answer in Step 2, or the date when said answer is due, whichever occurs first, request in writing a meeting with the Chief Executive Officer or her/his designee. The Chief Executive Officer or her/his designee shall meet with the Steward within five (5) working days of the written request and attempt to arrive at a satisfactory conclusion. The Chief Executive Officer's written answer will be due within five (5) working days of the meeting referred to in this step.

Step 4. Arbitration.

If the matter is one which is subject to arbitration, then the Union may, within twenty-one (21) calendar days after the Employer's answer in Step 3, or the date on which said answer is due, whichever first occurs, notify the Chief Executive Officer in writing of its intention to proceed to arbitration. Thereupon, the parties will have thirty (30) days to attempt agreement on the choice of an arbitrator. If no agreement is reached within said thirty (30) days from receipt by the Chief Executive Officer of the Union's written

intention to proceed to arbitration, then the Union may request the Labor Relations Connection to appoint an arbitrator in accordance with its thenexisting voluntary labor arbitration rules.

Section 3.

Grievances not present or advanced by the Union in accordance with the time limits specified at each step shall be deemed abandoned and not entitled to consideration thereafter. Any time limit set forth in Section 2 may be extended by mutual agreement of the parties in writing.

Section 4.

The arbitrator so selected shall schedule a prompt hearing, at which time s/he shall have the power to make determinations of fact on the questions submitted to her/him, and apply them to the provisions of the Agreement alleged to have been violated, so long as the matter is one which is subject to arbitration under the terms of this Agreement, and so long as it is submitted to her/him in accordance with the procedure herein specified. In interpreting and applying the provisions of this Agreement which are subject to arbitration, and in making findings of fact in connection therewith, the arbitrator's interpretation must be in accordance with the spirit and letter of this Agreement. No arbitrator shall have the jurisdiction or authority to add to, take from, nullify, or modify any of the terms of this Agreement or to impair any of the rights reserved to management under the terms hereof.

The arbitrator shall be bound by the facts and evidence submitted to her/him, and may not go beyond the terms of this Agreement in rendering her/his decision. No such decision may include or deal with any issue or matter that is not expressly made subject to arbitration under the terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties when rendered upon a matter within the authority of the arbitrator, and within the scope of matters subject to arbitration as provided in this Agreement and shall be otherwise void.

Section 5.

Unless it is mutually agreed otherwise, each grievance, which is subject to arbitration shall be handled by a separate arbitrator in a separate hearing, except that grievances arising out of an identical set of facts or the same incidents may, by agreement, be heard together.

Section 6.

Each party shall be responsible for one-half (1/2) of the expenses and fees of an arbitrator designated under this Article. However, each party shall bear its own costs as to all other matters (including, but not necessarily limited to, its own witnesses, court reporters, stenographic records, etc.).

Section 7.

Should it be determined by the arbitrator that an employee, other than a probationary employee, was disciplined or discharged without just cause, the arbitrator shall have the authority to determine the appropriate remedy including restoring an employee who has been discharged to

his/her position with full, partial, or no back pay, or in cases of less severe discipline, e.g., a suspension, reducing or eliminating said suspension in whole or in part. Probationary employees shall not have access to the grievance and arbitration procedure in matters involving their discipline or discharge.

ARTICLE IX – DISCHARGE AND DISCIPLINE

Section 1.

The right to discipline or discharge employees shall remain in the discretion of the Agency, except that no employee who has completed the probationary period shall be disciplined or discharged without just cause. A grievance involving the discharge of an employee will be filed at Step 3 of the grievance procedure within five (5) working days of the discharge.

Section 2.

The Agency shall notify the Union representative within three (3) working days of all disciplinary action involving employees covered by this Agreement.

Section 3.

Any grievance relating to the discharge or discipline of any employee who has completed the six (6) month probationary period may be taken up and determined under the grievance/arbitration provision of this Agreement.

In addition to the initial six (6) month probationary period upon hiring, the Employer may place an employee on probationary status for up to three (3) months at any time where progressive discipline has not served to correct performance issues as per the Agency's progressive discipline policy 5.2.

ARTICLE X – PERSONNEL RECORDS

Section 1.

Each employee shall have the right, upon written request, to examine and copy any and all material, including any and all evaluations, contained in any personnel records concerning such employee. The Union shall have access to an employee's records upon written authorization by the employee involved.

Section 2.

Whenever any derogatory material, commendations, or evaluations are to be inserted into the personnel file or records of an employee, the employee shall first be shown a copy of the document/material and sign it as an indication that he or she has seen it, but not that he or she

agrees with its content. The employee shall be given a signed copy and has the right to attach a signed comment or rebuttal to the personnel file copy.

Section 3.

The Union or any employee may challenge the accuracy or propriety of such material and personnel evaluations by filing a written statement of the challenge in the personnel file.

Section 4.

Any negative action taken against an employee and based upon a personnel evaluation or other material in the file, and which during the grievance procedure such material is found to be inaccurate or improperly placed in the personnel file, shall be removed from the file together with any employee statement(s) related thereto.

ARTICLE XI – WORKWEEK AND WORK SCHEDULE

Section 1.

Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-four (34) hours per week, including one (1) hour unpaid lunch period. Employees are expected to take their lunch periods as near to the middle of the workday as possible. Employees who, through circumstances beyond their control, are prevented from taking a lunch period of at least one-half (1/2) hours, shall be granted one (1) hour of compensatory time to be scheduled by the supervisor. Employees taking a one-half (1/2) hour lunch period, but who are prevented by circumstances from taking the full one (1) hour lunch period, shall receive no compensatory time. To the extent practicable, the normal workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for the lunch period.

Employees shall have the option of selecting the following starting and quitting times and need not report to the office at the start and end of the workday unless requested by a supervisor to so report:

Flex employees (Not applicable to Nutrition Care Manager/Floaters)

7:30 AM to 4:30 PM

8:00 AM to 5:00 PM

8:30 AM to 5:30 PM

Non-flex employees

7:30 AM to 3:30 PM

8:00 AM to 4:00 PM

8:30 AM to 4:30 PM

9:00 AM to 5:00 PM

Employees may select from the above shift options and once selected, shift shall remain in place for at least six (6) months and until a requested change has been approved by a supervisor.

Employees need not report to the office at the start of the workday or the end of the workday unless requested by a supervisor to so report, and all Case Managers, and Protective Service employees shall be required to participate in maintaining office coverage at each office from 3:00 PM to 5:00 PM each day, and respond to any home care or crisis calls. A rotation schedule for each office will be developed to assure such coverage by at least one (1) Case Manager, Monday through Friday. Case Managers working a flextime schedule will modify their weekly schedules when they are assigned 3:00 PM to 5:00 PM coverage so as not to exceed thirty-five (35) hours per week. Employees who do not return to the office at the end of the workday shall be expected to call in for their messages. Non-flex employees may choose to start their six (6) hour day One (1) hour later than their selected start time or end their six (6) hour day one (1) hour before their selected quitting time.

No employee affected by the conversion from a thirty-nine (39) hour work week to a thirty-four (34) hour work week shall suffer any loss of compensation in salary or existing accruals of time previously earned and credited as expressed in the letter of understanding "Attachment A."

Section 2.

When the Employer, because of regulatory or business reasons, must change an employee's work schedule, the Employer will give thirty (30) days notice, and will first seek volunteers. If the assignment must be made on an involuntary basis, it will be made by inverse seniority of qualified employees.

In emergencies, changes in work schedules may be made as Agency needs require.

Section 3.

Overtime work shall be distributed as equitable and impartially as practicable among persons in each work location who ordinarily perform such work in the normal course of the workweek as assigned by the supervisor. Vacation and holiday time shall count as time worked for the purpose of calculating overtime compensation.

Overtime work shall be any work in excess of the employee's normal workweek hours. No overtime shall be compensated unless prior approval for the overtime work has been obtained from the employee's supervisor.

Approved overtime shall be compensated in the following manner: One (1) hour of pay shall be earned by the employee for each hour of overtime work except for overtime work in excess of a thirty-five (35)-hour week. Any overtime work in excess of a thirty-five (35)-hour week will be compensated at the rate of one and a half (1.5) hours of pay for each hour of overtime worked over thirty-five (35) hours. When a flexible schedule, part-time schedule and/or job-sharing arrangement is established and approved under Section 7 of this Article, any overtime work up to thirty-five (35) hours will be compensated by one (1) hour of pay for each hour worked and at time and one-half for each hour worked in excess of a thirty-five (35)-hour work week. Full-time employees can accumulate a maximum of thirty-four (34) compensatory time hours; and part-time employees can accumulate a maximum number of compensatory hours in proportion to thirty-four (34) hours based on hours worked in relation to full-time employees. Compensatory time may be used at any time with the approval of the immediate supervisor.

Section 4.

Part-time employees work less than thirty-four (34) hours per week on a regular basis year-round and may be assigned to work a workweek other than Monday through Friday and workdays that are not consecutive.

Section 5.

- A. The Unit Head shall rotate standby duty among employees where coverage is needed on a weekly basis. Employees assigned standby duty for the week shall be paid in accordance with the schedule set out below and shall be available to respond between 5:00 PM and 9:00 AM Monday through Friday, and between 5:00 PM Friday and 9:00 AM Monday. Employees on standby duty will remain on standby duty during the period 9:00 AM to 5:00 PM when the Agency is closed due to a holiday, or where circumstances exist where the Agency is not able to be open for normal operations.

Effective the first payroll in July 2023, the holiday standby payment shall be one hundred dollars (\$100.00) for all holidays.

Effective the first payroll in July, 2023, the standby duty weekly payment shall be three hundred twenty-five dollars (\$325.00).

Effective the first payroll in July, 2024, the standby duty weekly payment shall be three hundred fifty dollars (\$350.00). Effective the first payroll in July, 2025, the standby duty weekly payment shall be three hundred seventy-five dollars (\$375.00).

- B. Only Protective Service Workers, Crisis Intervention Workers, or qualified volunteers from other job classifications will be required to perform standby duty, except as provided in Section 6 of this Article.
- C. Any employee who performs standby duty will be properly trained for such duties by the Agency.
- D. When an employee is performing standby duty, s/he will be compensated for time actually worked under one (1) of the following two methods. Each eligible employee will choose the method that applies to him/her once a fiscal year. Employees may not change methods during the fiscal year. Each employee will choose the method in June for a July 1 effective date. Employees newly hired or otherwise new to standby duty during the fiscal year will choose a method to be effective for the remainder of the fiscal year. In year one of the contract, when the contract execution date falls after June, eligible employees will choose a method to be effective for the remainder of the fiscal year.

Method 1 (Comp time).

Employees required to perform work in response to a standby duty responsibility will be compensated at the rate of one and one-half (1.5) hours of compensatory time for each hour of time actually worked, except in the late-night hours as described in the next sentence. Employees required to perform work in response to a standby duty

responsibility between the hours of 10:00 PM and 6:00 AM will be compensated at the rate of two (2) hours of compensatory time for each hour of time actually worked.

This compensatory time is to be used at the employee's discretion, except where circumstances beyond the Agency's control prevent said time off (e.g., court appearances). The scheduling of compensatory time will be done with supervisory approval, except where the first four (4) hours of the next working day are to be taken as compensatory time. In this situation, the employee shall notify the Agency one-half (1/2) hour prior to the beginning of her/his regularly scheduled workday.

Method 2 (Pay).

Employees required to perform work in response to a standby duty responsibility will be compensated at the rate of one and one-half (1.5) hours of pay for each hour of time actually worked except in the late-night hours as described in the next sentence. Employees required to perform work in response to a standby duty responsibility between the hours of 10:00 PM and 6:00 AM will be compensated at the rate of two (2) hours of pay for each hour of time actually worked.

Section 6.

It is understood between the parties that should EOEa during the term of this Agreement require standby duty for purposes other than protective services or crisis intervention type work, the Employer will first attempt to cover this work by seeking qualified volunteers and, in the absence of volunteers, by rotating the seniority list of qualified employees starting with the junior-most employee.

Section 7.

By mutual agreement between the immediate supervisor and the employee who has been employed for at least three (3) months, flexible schedules, part-time schedules, and job-sharing will be allowed, subject to review and approval by the ASAP Program Director and Chief Executive Officer. Approval will take into account maintaining efficient Agency operations throughout the workweek, including office coverage and satisfying client needs.

An individual employee's flex schedule will not be terminated without the individual first being warned and provided an opportunity to correct those issues prompting the warning. The Agency retains the right to review and discontinue the flex time program as a whole in the event it is unable to maintain efficient operations throughout the work week. In the event such decision is made to discontinue the program, the Agency will give prior notice to the Union and an opportunity to bargain over the impact of the change.

Section 8.

Employees will be permitted to work two (2) of their weekly work shifts on a remote basis. It is understood by the Union and the employees that any continuation of remote work is not guaranteed as specified in the letter of understanding attached hereto and marked as "Attachment B." It is further understood that Nutrition Care Manager/Floaters are required to adjust remote day work

and/or their chosen shift starting and ending times when on-site coverage is needed on those chosen remote days.

Section 9.

Where a Nutrition Care Manager/Floater is required to report directly to a nutrition site at their regular shift starting time, i.e., 7:30 AM, 8 AM, 8:30 AM, or 9 AM, as selected by the employee under Section 1, and bypass reporting first to the office in South Dennis; and where said employee can verify that the time required to travel from her/his usual residence to the nutrition site is greater than the time it usually takes to travel from her home to the office; then the difference in travel time, i.e., the excess in time required beyond the time needed to travel from home to the office, will be adjusted by (a) reducing the length of the workday by that same amount or (b) adjusting the time when the employee is expected to report at the work site, at the discretion of the Employer. Said travel times must be documented and submitted to the Employer and signed by the employee. Documentation shall include the time the employee left home; the time the employee arrived at the site; the mileage between home and site; the usual travel time and mileage between home and the S. Dennis office.

ARTICLE XII – SALARIES AND EVALUATIONS

Section 1.

Effective July 1, 2023, the salary schedules in effect on June 30, 2023, for all positions other than Nutrition Workers shall be increased by three percent (3.0%). (See Salary Schedules attached as Appendix A) Effective July 1, 2024, the salary schedules in effect on June 30, 2024, shall be increased by three percent (3.0%). Effective July 1, 2025, the salary schedules in effect on June 30, 2025, shall be increased by three percent (3.0%).

Effective July 1, 2023, Nutrition Workers shall be paid the following salaries and placed on tier levels based on their years of service as of July 1, 2023. The July 1, 2023 salary tiers shall be increased by three percent (3%) effective July 1, 2024 and by three percent (3%) effective July 1, 2025. (See Appendix A for all salary schedules.)

Primary	\$42591.12
Experienced	\$44730.40
Mentor	\$46958.08
Mentor Plus	\$49309.52

Bonus Payment.

All incumbent employees who were employed on June 13, 2023, and who remain employed at the start of the new Agreement on July 1, 2023, will be paid a three percent (3%) bonus payment, separate and apart from base salary, computed on their annual salary as of June 14, 2023, less usual and customary withholdings made from the gross bonus amount.

Retention Bonus Payment.

Each employee who was employed on June 13, 2023, and remains employed on July 1, 2023, will be paid a bonus amount of seven thousand six hundred fourteen dollars (\$7,614.00), separate and apart from base salary, less usual and customary withholdings. Said bonus will be paid within thirty (30) days following ESCCI's receipt of funds for said purpose from the Commonwealth of Massachusetts EOEA under the terms of Chapter 268 of the Acts Massachusetts.

- A. New employees will be placed at the "Primary" tier in their respective job classifications.
- B. After initial placement on the 4-tier salary schedule, eligible employees covered by this Agreement shall move from the "Primary" to the "Experienced" tier two (2) years after the initial placement, and from the "Experienced" to the "Mentor" tier four (4) years after the initial placement, and employees on the "Mentor" tier who have completed ten (10) years of service with the employer will move to the "Mentor Plus" tier. The initial placement of Nutrition Care Managers/Floaters on tiers will be based on years of service on July 1, 2023.

Section 1a.

In the event that so-called "Quality of Care Funds" are made available to the Agency during the term of this Agreement, the parties agree to meet to discuss the access and distribution of these funds.

Section 2.

When assigned by the Director to perform supervisory duties (in the absences of the regular supervisor), an employee will be paid an additional six dollars (\$6.00) per hour. The employer will first seek a volunteer to replace a supervisor. If more than one (1) employee volunteers, the more senior will be chosen. If no bargaining unit employee volunteers, the Employer will assign non-bargaining unit employees.

Section 3. Longevity Bonus.

Employees who have completed five (5), ten (10), and fifteen (15) years of service for the Agency shall be paid a lump sum payment each year (less usual tax withholdings) on their anniversary date of employment, as follows:

After completing five (5) years of service	\$250
After completing ten (10) years of service	\$400
After completing fifteen (15) years of service	\$600

Section 4. Licenses.

Effective during the first year of this Agreement, employees will be paid a lump sum stipend (less usual tax withholdings) for holding certain licenses, payable each year on their anniversary date as follows:

- | | | |
|----|---|--------|
| A. | Licensed Independent Clinical Social Worker | \$1160 |
| B. | Licensed Mental Health Counselor | \$1160 |
| C. | Licensed Certified Social Worker | \$1060 |
| D. | Licensed Social Worker | \$960 |

Provided: the employee supplies documentation to the Employer each year that the license is current and up to date.

Effective in fiscal year 2016, and in each year thereafter, employees who have earned a degree in nutrition or related field from an accredited institution, shall be paid a lump sum (less usual tax withholdings), payable on their anniversary date of employment, as follows:

- | | | |
|----|------------------|-------|
| A. | Associate Degree | \$250 |
| B. | Bachelor Degree | \$400 |

Said lump sum amounts will be paid on the employee's anniversary date of employment. If the degree has not been earned and received until after the anniversary date in the fiscal year, the first payment shall be on the anniversary date in the following fiscal year. On and after the execution date of this Agreement, either an Associate Degree or Bachelor Degree in nutrition or related field shall be required as a qualification and condition of hiring for the Nutrition Care Manager/Floater position. Incumbent employees on date of execution shall be grandfathered without any degree requirement, but will receive the lump sum payment on their anniversary date next following their satisfying the degree requirement.

New employees hired on or after July 1, 2014, as distinguished from incumbents on that date, who hold these licenses will receive their first stipend payment on their one (1)-year anniversary and on their anniversary date thereafter so long as they supply the documentation each year of a current and up to date license.

Employees who become licensed on or after July 1, 2014, will receive their first stipend payment on their anniversary date and on their subsequent anniversaries so long as they supply the documentation each year of a current and up to date license.

Section 5. Professional Development.

Any employee who requests attending a course or training program on his/her own time and which course or program has been approved by the Director of Clinical Services as benefiting his/her position as a Care Manager, Specialized Care Manager, Protective Service Worker, or Registered Nurse, will be eligible to have the cost of said course or program reimbursed up to a maximum of three hundred dollars (\$300.00) per fiscal year commencing on the date of execution of this Agreement provided the course or program approved is taken on the employee's own time and not during the regular work day. The cost for any license or for any test taken to achieve or maintain a license is not reimbursable, but CEU's completed by an employee during the regular work day with the approval of the Director of Clinical Services, e.g., CEU's completed by a Registered Nurse, shall be eligible for such reimbursement.

Section 6. Training Mentor.

Effective July 1, 2023, employees who are assigned to train and mentor new employees will be paid fifty dollars (\$50.00) for a full day and twenty-five dollars (\$25.00) for a half day in addition to their regular pay. Training is for newly hired employees and trainers who volunteer to do training must be approved as qualified by Management. Trainer assignments shall be equitably distributed among those who are fully trained and have necessary experience to perform the assignment. Assignments will be made first to those who volunteer and if insufficient volunteers, will be assigned on a rotating basis.

Section 7. Bilingual Differential.

Effective first pay period in July 2023, employees who have proficiency in communicating in the languages of Spanish, Portuguese, Haitian/Creole, or American Sign Language will be paid a differential outside their base in the amount of one thousand two hundred dollars (\$1,200.00). The languages are not cumulative and only one (1) differential will be paid to the employee with multiple languages. To receive the differential, the employee must be proficient and complete a form each year attesting to his/her proficiency in the spoken language.

Section 8. Wage Reopener.

The Agreement shall contain a Chapter 268 wage reopener in accordance with the attachment marked as "Attachment C."

ARTICLE XIII – WORK IN A HIGHER CLASSIFICATION

An employee assigned by a supervisor to work in a higher classification within the bargaining unit, for a regular workday or longer, will be paid at his or her tier (primary, experienced, mentor) in the higher classification.

ARTICLE XIV – HOLIDAYS

Section 1.

The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King's Jr. Day	Labor Day
President's Day	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

Section 2.

All holidays shall be observed on the Commonwealth's legal holiday, unless an alternative day is designated by the Employer.

Section 3.

When a holiday occurs on the regularly scheduled workday of a full-time employee, s/he, if not required to work that day, shall be entitled to receive her/his regular day's pay for such holiday.

Section 4.

The employee must notify his/her supervisor in advance of the day on which he/she plans to take the birthday holiday.

Section 5.

Full-time employees and part-time employees working nineteen and one-half (19.5) or more hours per week who are required to work on a holiday shall receive a compensatory day off with pay within sixty (60) days following the holiday, to be taken at a time approved by the Agency. If a compensatory day cannot be granted by the Agency because of a shortage of personnel or other reasons, then s/he shall be entitled to pay for the day at her/his regular rate of pay, in addition to pay for the holiday worked.

Section 6.

An employee who is on an unauthorized absence for any part of her/his scheduled workday immediately preceding or immediately following a holiday, or on the holiday where scheduled, shall not receive holiday pay or compensatory time off for that holiday.

ARTICLE XV – VACATION

Section 1.

Full-time employees shall receive an accounting of their vacation time on a bi-weekly basis, commencing with the first month of employment, as follows:

- A. Three (3) weeks – after completing one (1) year of service.
- B. Four (4) weeks – after completing three (3) years of service.
- C. Five (5) weeks – after completing eight (8) years of service.

Employees may use accrued vacation time after three (3) months of employment.

A regular part-time employee shall be granted vacation leave in the same proportion that her/his part-time service bears to full-time service.

Section 2.

Vacation time shall begin to accrue on the first day of work.

Section 3.

Vacation request shall be submitted to the supervisor for approval.

In no event shall vacation leave credit be accrued beyond four (4) weeks for employees with one through four (4) years of service, and beyond five (5) weeks for employees with more than four (4) years of service.

Section 4.

Employees who are eligible for vacation when services are terminated shall be paid for any earned vacation time not used at the date of separation. In the event of an employee's death, any earned and not used vacation time shall be paid the employee's designated beneficiary, and if no beneficiary is designated, to the employee's estate.

Vacation pay will be paid in advance provided the employee gives the Employer two (2) weeks' notice of said leave.

Section 5.

Employees will be able to sell back up to three (3) days of unused accumulated vacation leave each calendar year. Sellback opportunities will be available twice a year – the last payroll in June and the last payroll in December. Employees must be out of probation to be eligible to participate.

ARTICLE XVI – SICK LEAVE

Section 1.

A full-time employee shall accumulate sick leave with pay credits at the rate of one and one quarter (1.25) workdays for each full calendar month of employment with a pro-rata accrual of said benefit commencing on the first day of work and reported with the bi-weekly payroll. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. A regular part-time employee shall be granted sick leave credits in the same proportion that her/his part-time service bears to full-time service.

Sick leave may accumulate up to a maximum of one hundred and twenty (120) days.

Section 2.

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

- A. When an employee cannot perform her/his duties because s/he is incapacitated by personal illness or injury;

- B. When, through exposure to contagious disease, the presence of the employee at her/his work location would jeopardize the health of other;
- C. When a medical appointment can only be scheduled during work hours.
- D. When the spouse, parent, or child of an employee, or a relative or significant other living in the immediate household is seriously ill, the employee may utilize sick leave credits up to a maximum of seven (7) days per fiscal year.

Section 3.

A full-time employee shall not accrue sick leave credit for any month in which s/he was on leave without pay or absent without pay for a total of more than three (3) days.

Section 4.

Upon returning to work following a sick leave in excess of five (5) consecutive workdays or four (4) consecutive workdays for an employee working a flexible schedule, an employee may be required to undergo a medical examination or, at the Agency's discretion, provide a doctor's certification to determine her/his fitness for work. Where a note from the employee's doctor or medical provider is not fully explanatory with regard to an employee's ability to perform the essential functions of his/her position, the Employer reserves the right to require that the employee obtain from the doctor or medical provider answers to specific questions in accordance with the Agency's past practice. This shall not limit any rights the Employer may have under the FMLA or MA PFMLA.

Section 5.

Any employee having no sick leave credits, who is absent due to illness, shall be placed on leave without pay, unless said employee requests use of other available leave time which is subsequently approved. Following a leave without pay in excess of forty-five (45) days, the employee can return to the first available position for which s/he is qualified.

The provisions of Article III, Section I.B, Article XVII, Section 9, and Section 5 of this Article shall be interpreted and applied consistently with the terms of the Arbitration Award issued by Sharon Henderson Ellis on September 25, 2019, in case Nos. 04-20 and 845-19 between ESCCI and SEIU Local 509.

Section 6.

A regular part-time employee shall not accrue sick leave credit for any month in which s/he was on leave without pay or absent without pay, in the same proportion that her/his service bears to three (3) days service of a full-time employee.

Section 7.

Notification of absences under this Article must be given to the immediate supervisor or the Department Head as early as possible on the first day of absence, and no later than thirty (30)

minutes beyond the normal arrival time, unless circumstances beyond her/his control prevent such notice from being given. If such notification is not made, such absence may, at the discretion of the Department head, be applied to absence without pay.

Where the Department head has reason to believe that sick leave is being abused, s/he may require the submission of satisfactory medical evidence. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the Department Head, in denial of sick leave for the period of absence.

Section 8.

An employee absent due to illness or injury covered by Workers' Compensation may be paid from accumulated sick leave, the difference between Workers' Compensation payments and her/his regular pay.

Section 9.

The Employer shall continue to administer a sick leave bank for all Agency employees. Any changes in the Employer's sick leave bank policies shall be discussed at Labor-Management meetings.

ARTICLE XVII – OTHER LEAVE

Section 1. Personal Leave

Full-time employees who have completed their probationary periods shall be granted five (5) personal days per calendar year. Requests for personal days should be submitted to the immediate supervisor, in writing, with as much advance notice as possible. Personal days must be used by the employee; and any unused personal days credited to an employee but not used prior to terminating employment are not compensated.

Regular part-time employees shall be granted personal days on a pro-rata basis.

Section 2. Bereavement Leave.

Employees shall be granted up to four (4) days with pay as bereavement leave when there is a death in their immediate family or household. Immediate family is defined as grandparents, parents, cohabitant, spouse, siblings, children, grandchildren, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Employees shall be granted up to two (2) days with pay as bereavement leave when there is a death in the immediate family of the cohabitant. Additional unpaid bereavement leave may be granted at the discretion of the immediate supervisor and Executive Director or designee.

Section 3. Parental Leave.

Employees will be granted a leave of up to three (3) months of unpaid leave for maternity leave purposes or the purpose of caring for a child born to or adopted by an employee, within the first year of occurrence of the birth or the adoption.

A portion or all of said leave may be paid for by use of accrued vacation, sick, person leave, and/or compensatory time.

At the expiration of such leave, the employee shall return to her/his position.

Additional unpaid leave of three (3) months may be granted, and at the expiration of such leave, the employee shall return to the first opening for which s/he is qualified.

The request for such leave must be made at least two (2) weeks in advance of the anticipated date of departure, whenever possible.

A failure to return to work at the expiration of any such leave, including additional leave if granted, shall be considered an abandonment of the position by the employee.

Section 4. Civic Duty Leave.

Employees summoned for jury duty will be granted a leave-of absence with pay for time lost from their regular work schedule while on said jury duty, upon presentation of the appropriate summons to the Personnel Director by the employee, provided the employee remits to the Agency the jury fees received from the court, not including expenses reimbursed for travel, meals, rooms, or incidentals. The employee shall notify her/his supervisor in writing at once when summoned for jury duty.

An employee on court leave who has been excused by the proper court authority shall report to her/his work location, if such interruption in court service will permit four (4) or more consecutive hours of employment and where the court permits the employee to remain on call.

Section 5. Military Leave.

Leave will be granted to an employee ordered to military duty by the Commonwealth of Massachusetts or the United States government, not to exceed seventeen (17) days active duty per calendar year. The Employer will pay the employee the difference between he/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.

Section 6. Education Leave.

Employees shall receive four (4) paid training days per year. Employees will be granted an unpaid leave-of-absence of up to one (1) year for educational purposes. At the end of such leave, the employee will return to the first opening for which s/he is qualified.

The Employer shall reimburse the employee for all approved job-related training.

Section 7. Dependent Care Leave.

Employees will be granted an unpaid leave of absence of up to two (2) months to care for, or make arrangements for the care of, a dependent. "Dependent" is defined as a child of the employee or a disabled or elderly relative or significant other who is temporarily or permanently in need of care provided by or arranged by the employee. At the end of such leave, an employee will return to her/his position.

Additional unpaid leave of four (4) months may be granted, and at the expiration of such leave the employee shall return to the first opening for which s/he is qualified.

Section 8. Union Leave.

An unpaid leave of up to one (1) year will be granted to employees for the purpose of taking a job with the Union. At the expiration of such leave, the employee will return to the first opening for which s/he is qualified.

Section 9. Leave without pay.

Leave without pay may be granted, after other available leave time has been exhausted, at the discretion of the Employer when requested by an employee for personal reason. Requests for leave without pay must be in writing and state the reason and specific time period required. Requests shall be submitted to the Executive Director via the immediate supervisor. An employee on leave without pay shall not be entitled to holiday pay for any holidays occurring during this leave. An employee may not accrue vacation or sick leave time for any month in which s/he is on leave-without-pay for a total of more than three (3) days. An employee on leave without pay will be responsible for paying all premiums related to health insurance coverage if the leave lasts longer than one (1) month. Following a leave without pay in excess of two (2) months, the employee may return to the first available position for which s/he is qualified.

Section 10. Administrative Leave.

Administrative leave is time off with pay given by the Employer. Administrative leave occurs when the Employer closes the office, or directs employees not to report to work, or to leave work. Administrative leave shall be granted when weather so dictates.

In the event any bargaining unit employee is required to work in the office as part of a skeleton force, s/he shall receive compensatory time for each hour worked in addition to her/his regular pay.

ARTICLE XVIII – SENIORITY AND LAY-OFF

Section 1.

Seniority, for the purposes specified in this Agreement, shall be defined as the length of continuous service with the Agency, commencing with the first day of work and including authorized leave with pay. When an employee assumes a lower classified position, the employee will retain his/her seniority from the prior position held provided there is no break in continuous service with the Agency, thereby not affecting seniority-based benefits such as vacation and years of service for tier placement.

Section 2.

An employee shall lose her/his seniority by the following breaks in service:

- A. Quit, resignation or retirement.
- B. Discharge or termination.
- C. Unauthorized absence.
- D. Lay-off for twenty-four (24) months or more.
- E. Failure to notify the Employer, within seven (7) days of receipt of a notice of recall at the address of the employee on file with the Employer, that the employee intends to return to work; and failure to so return to work within fourteen (14) days of receipt of same notice of recall at the aforementioned address. In such case, the employee shall move to the bottom of the seniority list as though employment had commenced on that date.

Section 3.

In the event the Employer determines that a reduction in the staff is necessary, once it determines the job classification to be reduced, those employees with the least seniority as defined in Section 1 of this Article, who work in the affected job classification, shall be laid off first. An employee laid off may exercise the right to bump the least senior employee in the same or lower classification, if one exists, which the laid off employee is qualified to fill. It is understood that the Employer reserves its management right to combine, consolidate, merge or eliminate any of its current operating locations in whatever county and nothing in this Agreement shall restrict such rights.

Section 4.

The Employer shall provide a minimum two (2) week notice of lay-off, whenever possible, and will accept a voluntary lay-off within the affected job classification prior to implementing a mandatory lay-off, provided the geographical area in which the reduction is necessary in the area ultimately reduced. Said minimum notice of lay-off shall be extended by the amount of the employee's accumulated compensatory time.

During the two (2) week lay-off notice period, the parties, if the Union requests, will meet to discuss any viable lay-off alternative. However, it is understood that the Employer retains its discretion to reject any suggested alternative that impacts the Agency outside the bargaining unit.

Section 5.

In order to maintain its affirmative action goals, the Agency may by-pass less senior minority employees within the affected classification and lay off an employee having greater seniority.

Section 6.

Laid-off employees shall retain recall rights for twenty-four (24) months, and a notice of recall will be sent by certified mail to the employee's last known address as provided to the Agency by the employee. A recalled employee shall have seven (7) days from receipt of the recall notice at her/his address on file with the Agency, to notify the Employer that s/he intends to return to work, and must so return within twenty-one (21) days of said recall notice. Persons on the recall list shall be recalled based on their seniority. Failure to comply with the provisions of this Section shall be deemed a voluntary quit, and the employee shall be removed from the recall list.

Section 7.

A laid-off employee shall be paid for any accrued, unused vacation time to which s/he is entitled at the time of lay-off.

ARTICLE XIX – VACANCY IN POSITIONS

Section 1.

When the Employer determines the need to fill a vacancy in a bargaining unit position, the position vacancy shall be posted for five (5) calendar days at each Agency office prior to any external advertisements or recruitment efforts. Such vacancies shall be posted without unreasonable delay and the Employer shall proceed with all aspects of recruitment and screening process without unreasonable delay. Every effort shall be made to fill such vacancies within thirty (30) calendar days. Employees who wish to make a lateral transfer within the classification in which the vacancy arises shall submit a written request to the Executive Director or designee. The Director may exercise discretion in approving a lateral transfer request.

Section 2.

Where an employee applies for a transfer, the Employer at its discretion may fill the resulting vacancy from outside the bargaining unit or may reassign an employee after all bargaining unit members have been notified of the resulting vacancy by postings at each Agency office. An employee will be provided with a two (2) week notice of reassignment wherever possible.

Section 3.

The procedure set out in Section 1 of this Article shall apply to the initial vacancy and not to subsequent vacancies resulting from lateral transfers or reassignments (no pyramiding of

vacancies). Notwithstanding the provisions of this Article, the employer shall not be limited in its right to assign or reassign employees at any time absent a position vacancy.

Reassignment shall not be used as a disciplinary measure, and if an employee is reassigned, s/he will not be reassigned again for a period of six (6) months.

Section 4.

When there is a vacancy in a bargaining unit position being filled by an external candidate currently employed or previously employed in that same position at another Aging Services Access Point (ASAP) Agency, the Employer may exercise its discretion in placing the person on the salary schedule tier based on their years of experience or giving credit for years of experience, up to the Mentor Tier, and which would enable advancement to the next tier in fewer years than otherwise would be required provided that any incumbent employees in the same position classification and who possesses equivalent experience to that of the new hire, but is being paid a lesser salary, shall be adjusted to the same rate as the new hire. It is understood that this adjustment "to the same rate" might result in shortening of the years required for the incumbent to move to the Experienced or Mentor Tiers without immediate placement on the next higher tier.

ARTICLE XX – PROMOTION PROCEDURE

Section 1.

A promotion is the advancement of an employee from one (1) classification to a higher-paying classification within the Agency.

Section 2.

When the Employer determines the need to fill a promotional vacancy within the Agency, the position shall be posted for ten (10) calendar days at each Agency office. The position shall be open to all Agency employees who satisfy the established requirements of the position (e.g., education, degree, licenses, years of experience, EOEA requirements) and any interested employee who meets said requirements shall make written application within the posting period.

As per Section 3 of the Article, the Employer shall not exercise its judgment of the applicants arbitrarily, capriciously, or unreasonably.

Section 3.

The Employer shall review Agency applicants and make its selection on the basis of qualifications, ability and dependability. The Employer shall not exercise its judgment arbitrarily, capriciously, or unreasonably in making its selection.

Employees who are promoted shall be considered on probation for their first sixty (60) days in the new position. In the event the Employer, in its sole discretion, determines that the employee is not satisfying the requirements of the new position, it retains the right to return the employee to that position from which he or she was promoted.

Section 4.

The Employer shall select the best-qualified applicant from within the Agency to fill the position, and only where no Agency applicant is deemed qualified shall outside applicants be interviewed and considered.

Where two (2) or more applicants from within the Agency are found equally well qualified, seniority shall be the determining factor, and the applicant with the greatest seniority shall be promoted.

Where the Employer selects from among Agency applicants on the basis of seniority, a less senior bargaining unit employee who was not selected may not grieve said non-selection.

Section 5.

This procedure shall apply only to permanent vacancies and not to temporary assignments. Further, this procedure shall not prevent a lateral transfer within classification pursuant to Article XIX.

Section 6.

- A. An employee promoted to a higher classification within the bargaining unit will be paid at that step for the higher classification, which provides an increase of at least one (1) increment in the position from which s/he is promoted.
- B. An employee promoted to a position outside the bargaining unit will be paid within the salary range for that position as appearing on the posting notice.

ARTICLE XXI – JOB DESCRIPTIONS

Section 1.

The Employer shall provide each employee a copy of her/his 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.

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 member and/or Union representative.

ARTICLE XXII – LABOR MANAGEMENT COMMITTEE

Section 1.

There shall be a Labor-Management Committee established under this Agreement consisting of up to five (5) representatives from the bargaining unit designated by the Union, and up to five (5) representatives from the Employer designated by the Executive Director.

Section 2.

Where either the management designees or the Union designees submit a written agenda to the other, a Labor-Management Committee meeting shall be scheduled within one (1) week of receipt of said agenda(s), wherever possible. Agendas shall not be submitted more frequently than twice monthly.

Section 3.

The purpose of the Committee is to discuss grievances and problems of contract administration, Agency policies, affirmative action and issues of discrimination, health and safety issues, and other matters of mutual interest, which are not mandatory subjects of bargaining. It is understood that the Committee's role is advisory only and that it shall have no power to bargain collectively, reopen the Agreement, or modify or amend the terms of the Agreement.

It is understood that the health and safety concerns of employees, as well as the Employer, have assumed major importance and urgency during the course of the existing COVIDI 9 pandemic.

To alleviate concerns of all parties, any agenda item submitted which is generated due to a particular health and safety concern caused by said pandemic will be given priority in Committee discussions and all efforts will be made to address and alleviate any such concerns so as to enable employees to perform their work without fear of or risk to their health.

Section 4.

In addition to the purposes set out in Section 3, the Committee may, during the contract term, investigate and review alternative pension plans with a view toward making recommendations to the Employer and the Union for the next round of bargaining.

ARTICLE XXIII – EMPLOYEES' EXPENSES

Section 1.

Employees who use their personal motor vehicles on authorized Agency business shall be reimbursed at the IRS approved rate which will go into effect each time the IRS approves a new mileage reimbursement rate. Employees must submit an appropriate mileage voucher indicating their daily travel and destination(s).

Section 2.

The use of public transportation, car rentals, ferries, airplanes or taxies on Agency business, authorized in advance, shall be reimbursed to the employee on submission of a receipt.

Section 3.

Employees shall be reimbursed for the cost of telephone calls made from their homes on Agency business. Employees shall be reimbursed for business-related cell phone expense they incur using cell phones that the Agency provides to Protective Service workers.

Section 4.

Expenses shall be reimbursed on a bi-weekly basis.

Section 5.

The Agency will maintain charge accounts with the Steamship Authority and an airline for use by employees traveling to and from Martha's Vineyard and Nantucket on authorized Agency business.

Section 6.

The Employer shall reimburse employees for damage to any personal property that occurs as a result of working with a client, and without fault or negligence by the employee. The expenses would be reimbursed provided that they are not covered by insurance.

Section 7.

Mileage does not include reporting to work and returning home as part of the regular workday but should the work site to which the Nutrition Care Manager/Floater must report from home be in a direction that is opposite than reporting to the office from home, the employee will be reimbursed for the mileage between the office and the worksite.

ARTICLE XXIV – GROUP INSURANCE AND PENSION

Section 1. Group Health and Dental Insurance

The Employer shall maintain for the term of this Agreement the same level of group health and dental insurance benefits as existed on the date of execution. The Employer shall pay eighty-five percent (85%) of the premium cost for a full-time employee's individual coverage and shall pay fifty percent (50%) of the difference between individual and family coverage.

While agreeing to maintain the same level of benefits, the Employer reserves the right to change insurance carriers or providers during the contract term and will give notice to the Union of any such change. The Union and the Employer will meet to discuss alternative health and benefit programs.

Part-time employees working twenty (20) or more hours per week may participate in the group health and dental programs on a pro-rata basis.

Section 2. Disability and Life Insurance

- A. The Employer shall maintain a long-term disability program for the employees who work twenty-nine and one quarter (29.25) hours or more per week starting with the first day of the month following employment.
- B. The Employer shall maintain its current life insurance program.

Section 3. Pension.

The Employer will maintain its current pension and deferred compensation programs, and shall provide copies of the programs to each employee.

Section 4. Short-Term Disability

In case of short-term disability, employees may use their vacation time or personal days once their sick leave has been exhausted.

Section 5.

The Employer agrees to establish a flexible spending account for the payment of the employee contribution to the payment of health insurance premiums.

ARTICLE XXV – MISCELLANEOUS

Section 1. Separability.

In the event that any Article, Section or portion of this Agreement is found to be invalid by any agency or court of competent jurisdiction or shall have the effect of loss to the Employer of funds made available through federal or state law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. In such event, at the request of either party, the parties shall meet to negotiate a new provision in substitution for the invalid provision.

Section 2. EOEA Approval.

The parties recognize that the Agency's budget, including the cost of this Agreement, is subject to approval and funding by the Commonwealth of Massachusetts Executive Office of Elder Affairs (EOEA). The cost items of this Agreement shall not be effective until budget approval by EOEA, and where there is not approval the parties shall resume bargaining concerning such cost items.

Section 3.

- A. No employee shall be required to transport clients in her/his own vehicle.
- B. No employee shall be required to transport clients individually.
- C. No employee shall dispense medications.

Section 4.

Management will monitor the total workload throughout the Agency to ensure that no employee or group of employees has an inequitable burden placed upon her/him/them. Workload issues may be placed on the agenda for discussion at Labor-Management Committee meetings. The provision of this Section shall not be subject to grievance and arbitration under this Agreement.

ARTICLE XXVI – DURATION


This Agreement shall be in full force and effect for the period of July 1, 2023 to June 30, 2026, but in no event thereafter. This Agreement shall be automatically renewed from year-to-year thereafter unless either party shall seek to reopen negotiations between February 1, 2026 and April 30, 2026, by giving notice in writing to the other party by registered mail/return receipt requested, of its desire to modify, terminate, or revise any or all provisions of this Agreement. In the event such notice is given, this Agreement shall be terminated as of June 30, 2026.

This Agreement shall not be reopened during its term except as referenced in Article XII, Wage Reopener and in accordance with the attachment marked as "Attachment C."

In witness whereof, the parties hereto have set their hands and seals this 7 day of Aug 2023.

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION

By its authorized representatives

 8/7/23
President, SEIU Local 509

ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC.

By its authorized representatives

May are by in 8/3/2023
CEO, ESCCI

APPENDIX A
SALARY SCHEDULES

	Effective 7/1/23	Effective 7/1/24	Effective 7/1/25
Case Manager tiers:			
Primary	\$48,796.80	\$50,260.70	\$51,768.52
Experienced	\$55,338.40	\$56,998.55	\$58,708.51
Mentor	\$57,813.60	\$59,548.01	\$61,334.45
Mentor Plus	\$60,341.84	\$62,152.10	\$64,016.66
Specialized Case Manager tiers:			
Primary	\$53,057.68	\$54,649.41	\$56,288.89
Experienced	\$57,813.60	\$59,548.01	\$61,334.45
Mentor	\$62,569.52	\$64,446.61	\$66,380.01
Mentor Plus	\$65,097.76	\$67,050.69	\$69,062.21
Nutrition Care Manager / Floater tiers:			
Primary	\$42,591.12	\$43,868.85	\$45,184.92
Experienced	\$44,730.40	\$46,072.31	\$47,454.48
Mentor	\$46,958.08	\$48,366.82	\$49,817.82
Mentor Plus	\$49,309.52	\$50,788.81	\$52,312.47
Protective Case Worker tiers:			
Primary	\$59,970.56	\$61,769.68	\$63,622.77
Experienced	\$64,726.48	\$66,668.27	\$68,668.32
Mentor	\$69,482.40	\$71,566.87	\$73,713.88
Mentor Plus	\$72,010.64	\$74,170.96	\$76,396.09
Nurse tiers:			
Primary	\$62,940.80	\$64,829.02	\$66,773.89
Experienced	\$65,168.48	\$67,123.53	\$69,137.24
Mentor	\$69,924.40	\$72,022.13	\$74,182.79
Mentor Plus	\$72,452.64	\$74,626.22	\$76,865.01
Islands Case Manager tiers:			
Primary	\$49,274.16	\$50,752.38	\$52,274.95
Experienced	\$55,886.48	\$57,563.07	\$59,289.96
Mentor	\$58,379.36	\$60,130.74	\$61,934.66
Mentor Plus	\$60,925.28	\$62,753.04	\$64,635.63
Islands Nurse tiers:			
Primary	\$63,559.60	\$65,466.39	\$57,430.80
Experienced	\$65,804.96	\$67,779.11	\$69,812.48
Mentor	\$70,596.24	\$72,714.13	\$74,895.55
Mentor Plus	\$73,159.84	\$75,354.64	\$77,615.28

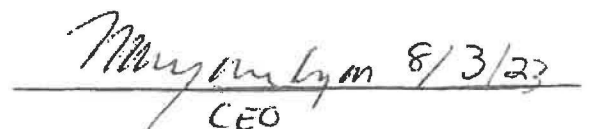
A

LETTER OF UNDERSTANDING A
Between
ELDER SERVICES OF CAPE COD AND THE ISLANDS, INC
and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509
UNIT A and UNIT B

It is the understanding and intention of the parties that in converting from a thirty-nine (39)-hour work week with a paid lunch break to a thirty-four (34)-hour work week with an unpaid lunch break, no employee affected by said conversion shall suffer any loss of compensation. In the event said changeover has any adverse monetary impact on any employee(s), the Employer will make those employees whole by crediting them with any dollar amount lost.

As part of the intention to keep employees whole without any loss of compensation, existing accruals that have been previously earned and credited to an employee(s) accrued time shall not be adjusted and shall remain intact. On and after the conversion from a thirty-nine (39)-hour to thirty-four (34)-hour work week, accruals will be added to the hours previously earned and credited based on the hours worked per day under the twenty-four (24)-hour work week.

 8/7/23
President

 8/3/23
CEO

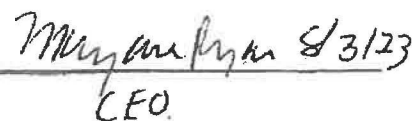
B

LETTER OF UNDERSTANDING B
ESCCI and LOCAL 509, SEIU

UNIT A and UNIT B

It is understood by the Union and the employees that any continuation of remote work is not guaranteed; that circumstances may arise in the future requiring the Employer to reduce or eliminate remote work. The continuation of remote work in whole or in part is dependent upon maintaining efficient Agency operations including compliance with EOEA work and reporting requirements; providing the best care and service to satisfy consumer needs; and maintaining the Agency's physical office space as a fully operational facility. Any decision to reduce remote work, in whole or in part, will be provided to employees affected on thirty (30) days' notice with such reductions based upon the type of work performed. Where not all employees are being affected by the change, in the absence of volunteers, the reductions in remote work will be based upon classification and seniority.

 8/7/23
President

 8/3/23
CEO

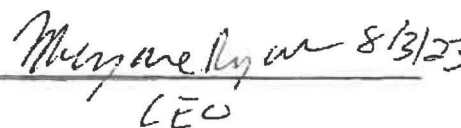
REOPENED LANGUAGE FOR 2023-2026 ESCCI and LOCAL 509 AGREEMENT

In the event that ESCCI receives funds under chapter 268 from the Commonwealth of Massachusetts EOE A during the term of this Agreement (July 1, 2023-June 30, 2026) in excess of the funds committed to as a retention bonus and already a part of this Agreement, the parties agree to reopen this Agreement for the purpose of bargaining the manner in which, form, and timing for any such Chapter 268 funds allocated as additional compensation and distributed to employees in accordance with and in compliance with the budget legislation authorizing any such distribution of funds to employees, but recognizing that said Chapter 268 legislation might require and/or allow for purposes other than allocation and distribution solely to employees covered by this agreement.

The parties agree that should a dispute occur over the interpretation of what is intended by the authorizing legislation governing the Chapter 268 funds in question and their use by ESCCI, Directives from the commonwealth and EOE A shall control as the final interpreter and resolver of any dispute over the meaning an intent of the legislation and use of funds.

The Union shall exercise its right to reopen the Agreement on this matter within thirty (30) days of ESCCI notifying the Union of the receipt of funding from the Commonwealth that such new funds are available, in whole or in part, for some form of distribution to employees covered by this Agreement.

 8/7/23
President

 8/13/23
LEO