

**COLLECTIVE BARGAINING AGREEMENT**  
**SOMERVILLE-CAMBRIDGE ELDER SERVICES, INC.**  
**and**  
**LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO**  
**November 1, 2023 through October 31, 2026**

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**TABLE OF CONTENTS**

ARTICLE I – Recognition .....	3
ARTICLE II – Union Security .....	3
ARTICLE III – Affirmative Action and Non-Discrimination .....	6
ARTICLE IV – Hours of Work and Overtime .....	7
ARTICLE V – Job Descriptions .....	9
ARTICLE VI – Evaluations .....	9
ARTICLE VII – Workload.....	10
ARTICLE VIII – Filling of Vacancies .....	11
ARTICLE IX – Probationary Period .....	13
ARTICLE X – Compensation.....	13
ARTICLE XI – Longevity Bonus .....	17
ARTICLE XII – 401(k) Plan .....	17
ARTICLE XIII – Insurance .....	18
ARTICLE XIV – Earned Leave .....	20
ARTICLE XV – Holidays.....	22
ARTICLE XVI – Part Time Employees .....	23
ARTICLE XVII – Leaves of Absence .....	23
ARTICLE XVIII – Travel Reimbursement .....	26
ARTICLE XIX – Job Training and Career Development.....	26
ARTICLE XX – Subcontracting .....	27
ARTICLE XXI – Layoff and Seniority.....	28
ARTICLE XXII – Discipline and Discharge .....	30
ARTICLE XXIII – Other Separations from Employment .....	30
ARTICLE XXIV – Grievance and Arbitration .....	31
ARTICLE XXV – No Strike/No Lockout .....	32
ARTICLE XXVI – Personnel Files .....	32
ARTICLE XXVII – Managerial Rights .....	32
ARTICLE XXVIII – Health and Safety.....	33
ARTICLE XXIX – Case Manager Meetings .....	33
ARTICLE XXX – Flexible Spending Accounts.....	33
ARTICLE XXXI – Separability and Conflict .....	33
ARTICLE XXXII – Neutrality.....	33
ARTICLE XXXIII – Duration .....	34
ARTICLE XXXIV – Labor/Management Committee .....	34

**AGREEMENT** effective by ratification as of the 14th day of December, 2023, between Somerville-Cambridge Elder Services, Inc. (hereinafter referred to as the Agency) and Local 509, Services Employees International Union, AFL-CIO (hereinafter referred to as the Union).

## **PURPOSES**

The parties hereto agree to maintain, encourage and assure the dignity and respect of all staff members of Somerville-Cambridge Elder Services, Inc. It is understood that the mission of Somerville-Cambridge Elder Services, Inc. is to be the major resource for Somerville and Cambridge older adults and adults with ability challenges and their families; to coordinate and provide a continuation of long-term care supports and services enabling older adults and adults with ability challenges to enhance the quality of their lives in the community; to advocate for older adults and adults with ability challenges, and to empower them to act in their own behalf; and to educate the community at large about issues affecting older adults and adults with ability challenges; and nothing in this Agreement will interfere with the standard. The Agency and the Union agree to cooperate whenever possible to raise the standards of service.

## **ARTICLE I – Recognition**

The Agency recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining over wages, hours and working conditions for Administrative Assistants; Data Entry; Case Managers (CM); GSSCs; LTSC; CSSM; Sr. Accounts Payable Clerk; SCO Coordinator; Sr. CM; Sr. GSSC; Sr. LTSC; Supportive Living Coordinator; Intensive CM; Assessment Specialists; Team Lead – HCBS (Homecare); AFC SW – Bachelor's Degree; AFC SW – Master's Degree; PSW – Bachelor's Degree; PSW Team Lead – Bachelor's Degree; PSW – Master's Degree; PSW Team Lead – Master's Degree; and excluding all other employees, guards, and supervisors as defined under the National Labor Relations Act.

The following titles are no longer in current use but the parties acknowledge that if these titles are reinstated and cover the previously assigned duties to said titles, then such titles will be within the jurisdiction of the Union: Computer Assistants, Direct Services Assistants, Fiscal Clerks, Group Adult Foster Care (GAFC) Senior Case Manager, Home Delivered Meals Case Managers, Social Workers-Specialized Programs.

## **ARTICLE II – Union Security**

### **Section 1.**

At the time of interview, prospective employees will be informed that the Union is the collective bargaining representative for all employees in the above-described unit.

## Section 2.

Each employee who is a member of the Union on the date of this Agreement, and each employee who thereafter becomes a member of the Union shall, as a condition of employment, continue their membership in such Union.

## Section 3.

Any regular employee hired on or after the execution of this Agreement who is not a member of the Union on the 30<sup>th</sup> day following the beginning of their employment or the execution of this Agreement, whichever is later, shall be required as a condition of employment to pay a service fee to the Union, such fee to be deducted from the salary of each employee in the bargaining unit if such employee signs an authorization form for such deduction. The Union has represented to the Agency that the amount of agency fee is commensurate with the cost of collective bargaining and the administration of this Agreement.

## Section 4.

Upon receipt of a written authorization form from an employee, the Agency shall, pursuant to such authorization form, deduct dues in equal amounts from each paycheck, 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 regularly monthly dues as fixed by the Union. With each remittance, the Agency will provide the Union with a list showing the names of the employees and dates and amounts of the deductions made.

## Section 5. – Notification

On a bi-monthly basis, the Agency will provide the Union with the following information: the name, classification, department, salary rate and date of hire of any new employee; the name, classification, department, salary rate, and date of change of any transferred or promoted employee; and the name and date of termination of any employee who has been terminated. Upon the signing of this Agreement, the Agency will furnish the Union with a current list of employees in the unit and their classifications, departments, salary rates and dates of hire.

## Section 6. – Indemnification

The Union shall 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 either Section 2 or 3 of this Article.

## Section 7. – Union Meetings

Union meetings shall be allowed on the Agency premises, on Monday through Friday after 5:45 p.m. and during lunch time between 12 p.m. – 2 p.m., with two (2) days advance notice.

## Section 8. – Steward

The Agency agrees to recognize four stewards and one alternate steward who will be entitled to use work time to investigate and process grievances, provided prior notice has been given to their respective supervisor or supervisors, and provided further that such investigation or processing of grievances does not interfere with work related activity.

Only one steward shall be involved in the processing of a given grievance. The Union shall give prompt written notice to the Agency of any change in, or appointment of, a steward or alternate.

## Section 9. – Union Leaves of Absence

Leaves of absence without pay to attend Union meetings, conventions and Executive Board meetings of local, regional or parent organizations will be granted to Union officers, stewards, and/or elected delegates. Such leaves shall be granted by the Chief Executive Officer or their designee unless the effect of such leave will result in an undue workload burden on other employees. Employee seeking leave under this subsection must make their request with at least sixty (60) days advance notice.

## Section 10. – Access

A Union representative shall have reasonable access to the Agency's premises for the purposes of handling grievances or administering this Agreement. Nothing in this provision shall be interpreted to allow a Union representative to interfere with any work-related activity of any employee.

## Section 11. – Right to Information

The Agency will provide the Union with copies of all information regarding wages, hours or working conditions from all funding sources, and with copies of all relevant regulations and changes in regulations of funding sources that affect bargaining unit employees.

## Section 12. – Bulletin Board

The Agency shall provide the Union with a bulletin board located in a conspicuous place on each floor of the Agency's premises, for the purpose of posting Union notices. Union postings shall be restricted solely to these Union bulletin boards.

### Section 13. – COPE – Check-Off

The Agency agrees to honor the voluntary contribution deduction authorizations from its employees who are Union members to the Union's Committee on Political Education ("COPE") in the form provided for by the Union.

The Agency will allow employees to consent in writing to the authorization of the deduction of voluntary political education fund fee from their wages and to the designation of the Union as the recipient thereof. Such consent shall bear the signature of the employee. An employee may withdraw their political education fund fee authorization by giving at least thirty (30) days notice in writing. An employee may make changes in their deduction no more than twice in any calendar year.

## **ARTICLE III – Affirmative Action and Non-Discrimination**

### Section 1.

Neither the Agency nor the Union shall discriminate against any employee or applicant for employment because of age (as defined by law), race, color, creed, national origin, ancestry, religion, sex, pregnancy or a condition related to pregnancy, qualified physical or mental disability, sexual orientation, gender, gender identity, genetic information, union activity, military and/or veteran service, or any other protected class under state or federal law.

### Section 2.

Both parties subscribe to the principles of Affirmative Action and Equal Employment Opportunity and agree that they will individually and collectively take the steps necessary to ensure that qualified older people, minority group members, women, and community residents are given equal opportunity for employment, advancement, and promotion.

### Section 3.

The Union and the employees will receive copies of any Affirmative Action maintained by the Agency. The Agency shall notify the Union in advance of any Affirmative Action reviews by government agencies concerning bargaining unit employees. In addition, if the Agency decides to revise any Affirmative Action, it will provide notice of the same to the Union and then convene a meeting of all persons employed by the Agency for the purpose of discussing such revision.

### Section 4.

No employee shall be subjected to sexual harassment. In Massachusetts, sexual harassment is defined as sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature where: (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or (b) such advances, requests

or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

These definitions include any direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits or continued employment, as well as any sexually oriented conduct that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers.

A statement to such effect shall be posted throughout the Agency.

#### Section 5.

An employee who believes that they have been the subject of sexual harassment may utilize the grievance procedure of Article XXV of this Agreement to raise such claim. A sexual harassment grievance may be initiated at Step 2 of such procedure and treated in an expedited manner. The employee shall have the right to file a "class action" grievance against one person or a group of persons if the employee(s) can support substantively that the sex harassment they allegedly have been subjected to is common to at least one other person, again with initiation at Step 2 of the grievance procedure.

#### Section 6.

All employees have the right to be free of harassment based on the protected classes listed in Section 1 above. An employee who has been subjected to such harassment may file a grievance under Article XXV of this Agreement and such grievance shall be processed in an expedited fashion. If the grievance is directed at the employee's immediate supervisor, the grievance shall be initiated at Step 2. The employee shall have a right to file a "class action" grievance against one person or a group of persons if the employee(s) can support substantively that the harassment they have been allegedly subject to is common to at least one other person.

#### Section 7.

Any violation of this Article or of any Affirmative Action will be subject to the provisions of Article XXIII of this Agreement.

### **ARTICLE IV – Hours of Work and Overtime**

#### Section 1. – Hours

The normal work week for full time employees shall consist of thirty-five (35) hours exclusive of a one hour of unpaid break time per day. Such hours may be worked from Monday to Friday or in any four (4) days, other than Saturday or Sunday, except as provided elsewhere in this Agreement. Work hours shall be arranged by mutual written agreement between the employee and the immediate supervisor. Flexible hours shall

be equally available to all employees provided that such flexible hours do not interfere with the proper functioning of said employees' office or department. Flextime shall not be arbitrarily denied.

## Section 2. – Overtime

All time worked between thirty-five (35) and forty (40) hours will be paid at regular rate. All time worked in excess of forty (40) hours in a week at the Agency's request shall be paid at the rate of time and one-half the employee's hourly wage rate. All time worked on Sundays or Holidays at the Agency's request shall be paid at the rate of double time the employee's hourly rate. An employee shall have the right to refuse to work overtime for reasonable cause. *If an employee needs additional time (beyond the thirty-five (35) hour work week) to complete their assigned work for that week, the employee must first consult their direct supervisor (or the supervisor on-call) to discuss reason(s) for requesting additional hours and to determine the number of hours needed to complete this work for that week. If approved by the supervisor, said employee shall be allowed to work up to the number of additional hours approved (but not to exceed forty (40) hours).*

## Section 3. – After Hours On-Call Duty

After Hours On-Call Duty may be offered to bargaining unit employees on a voluntary basis, at the discretion of management, and pursuant to the terms, conditions, and procedures as may be prescribed by management from time to time. Employees who participate in After Hours On-Call Duty will receive a stipend of one hundred fifty dollars (\$150) per week or one hundred seventy-five dollars (\$175) on holiday weeks.

## Section 4. – Work Off-Site Policy – Effective date of March 1, 2024

### Option 1

- One full day in the office, home visits may be made with supervisor approval.
- Four-day workweek may be granted based on department needs, and schedule preference will be based on seniority.

The population of schedules will require a minimum daily presence as determined by department leadership. Selection of in-office days will be determined by seniority.

### Option 2

- Two partial days in the office with a minimum of a continuous three-and-a-half hour block in the office.
- Home visits or offsite meetings can be held on the other half of the day.
- Four-day workweek may be granted based on department needs, and schedule preference will be based on seniority.

Schedules, based on seniority, must ensure daily presence on-site and virtually.



Please note that employees may need to be in the office more than two days per week in response to department needs determined by their supervisors. Further, employees with performance issues may be asked to work in the office at their supervisor's discretion.

## **ARTICLE V – Job Descriptions**

### **Section 1.**

All employees shall have accurate job descriptions.

### **Section 2.**

An employee's job description shall not change without three (3) weeks' prior written notice to said employee. During such notice period, the employee shall have an opportunity to discuss such changes with the Agency.

### **Section 3.**

A change in job description shall neither result in arbitrary cuts in salary nor shall salary be reduced without prior notification to the employee and to the Union.

### **Section 4.**

An employee may occasionally be assigned to perform reasonable duties outside their job description in the case of temporary vacancies, vacations or leaves of absence.

## **ARTICLE VI – Evaluations**

### **Section 1.**

The Agency shall develop evaluation forms, with appropriate input from employees of the respective departments.

### **Section 2.**

Any evaluation will begin with the supervisor filling out the evaluation form, which shall be submitted to and discussed with the employee. The employee shall be entitled to attach comments provided, however, that an employee's response to their evaluation shall be submitted within two weeks of their final evaluation. An employee shall sign their evaluation form only to signify that they have read the evaluation. The employee will receive a copy of all completed evaluation forms.

### **Section 3.**

An evaluation may be appealed through Step Two of Article XXIV of this Agreement (evaluations may be grieved but not arbitrated). If an employee's case is upheld on Step 2, the disputed portion of the evaluation shall be removed from the personnel file. If an employee's poor performance evaluation is used as the basis for an adverse

employment action, then the employee may challenge the contents of the evaluation in an adverse employment action arbitration.

#### Section 4.

Employees shall have the opportunity on a yearly basis to provide supervisors with formal, written feedback on supervision using the established "Feedback to Supervisor" form.

### **ARTICLE VII – Workload**

#### Section 1.

The Agency shall be responsible for maintaining reasonable workloads for all employees. This may include reasonable efforts to train employees to perform basic duties of other employees in their respective department to assure equitable distribution of extra work due to vacations, vacancies, and/or other paid or unpaid leaves of absence. No employees are to work without pay. The Agency will grant additional scheduled hours to allow for the timely completion of the work assignments, if warranted.

#### Section 2.

The management/labor committee will work to develop new workload standards for home care based in part on the 20 home visit per month measure traditionally used at Somerville Cambridge Elder Services. The committee will also work to develop workload standards for Protective Services and Adult Family Care.

Case Managers' caseloads shall be assigned in a fair and equitable manner by the Agency.

(a) The cap for a Case Manager, other than a Senior Case Manager, is a caseload of one hundred (100) mixed (three month and six month clients) cases.

(b) Should the average caseload for all caseworkers as defined in (a) above equal one hundred (100) over a three (3) calendar month period, the Agency shall add a new case manager to its staff.

(c) If the Agency creates a new position, which includes case management, after the effective date of this Agreement, the Agency shall initially set a cap, and such cap shall be subject to negotiation with the Union, if requested, at three months after filling of the new position.

(d) A Case Manager with a caseload of one hundred (100) or more clients shall not receive any new assignments until all case managers in this category have caseloads of one hundred (100). Additionally, Case Managers shall not receive more than eight (8) new case initial assessment assignments in any calendar month. A new case initial assessment shall be defined as a case which is new to the Agency.

### Section 3.

If illness/personal issues have contributed to a case manager getting temporarily behind in their work, due consideration shall be given for these circumstances in assignment of work.

### Section 4.

When Protective Services (PS) caseloads reach twenty-six (26) active cases, within three (3) business days, PS management will do a caseload review to address workload. PS management will take into consideration the following:

- Conducting case reviews and Interdisciplinary Team meetings (IDT's) (when necessary) to determine case closure(s) (and assigned case closure tasks to PS management and Protective Services Workers (PSW) with lower caseloads when possible).
- Identifying work that Protective Services Director (PSD), Protective Services Supervisor (PSS) or other SCES staff can do on behalf of the PSW.
- Reviewing PSW caseload sizes to rebalance and transferring cases as appropriate.
- Skipping PSW in case rotation.

Upon completion of the above, caseload management efforts will be reviewed with the PSW and instituted within five (5) business days.

SCES is creating a Float Team Leader position to help with workload issues within multiple different departments.

## **ARTICLE VIII – Filling of Vacancies**

### Section 1. – Posting Requirements

Notices of vacancies, including new positions in the unit, shall be posted at the Agency's Main facility. Such notices will detail all pertinent information including date of posting, department, complete job description, salary range, qualifications, and internal deadline for applying. The Agency shall distribute all notices of vacancies as soon as practicable. The Agency agrees to replace the departing employee as quickly as reasonably possible. In the event a vacancy is not filled within one month, the Agency agrees to notify affected employees of the reason for the delay.

### Section 2. – Internal Filling of Vacancies

The Agency is committed to the policy of promoting the upward mobility of its staff members. Employees shall be supported and encouraged to avail themselves of opportunities to receive the education and training that will enhance their job skills and qualify them for advancement within the Agency. Vacant positions, including new positions, shall be posted for five (5) days as provided in Section 1 above and advertised publicly simultaneously. Outside resumes shall not be reviewed until a

decision is made on internal applicants. If the hiring committee is undecided on the qualifications of an internal applicant(s) to fill the position, it can defer a final determination on that person until after interviewing outside applicants. However, if the application of an internal candidate is held over, they will be notified of that decision and of the reasons therefore in writing. If the internal applicant is not to be further considered, they are to be informed of same. All unsuccessful internal applicants shall be notified in writing as well as in person. Given equal qualifications and Affirmative Action considerations, preference will be given to the present staff member for the vacancy.

### Section 3. – External Filling of Vacancies

All hiring and advertising procedures shall be in compliance with the Affirmative Action Article of this Agreement.

### Section 4. – Promotions

A promotion shall mean an advancement to a higher salary grade, and shall at all times remain the decision of the employee. The Agency shall make every reasonable effort to protect the confidentiality of an internal applicant until the decision on the vacancy has been reached. A promoted employee shall have a probationary period of up to four (4) months. While on such probationary status, the employee shall continue to have the same rights of appeal on grievance matters as other regular employees, provided, however, that if during such probationary period the Agency decides that the employee is not qualified for the new position, they shall be restored to their former position, and such restoration shall not be subject to the grievance and arbitration provision of this Agreement.

### Section 5. – Transfers

A transfer, other than a temporary assignment, as defined in Section 6, shall mean a change in position within the same salary grade, and shall at all times remain the decision of the employee. Except in the case of unusual, unforeseeable or extenuating circumstances, there can be no loss of pay in the event of a transfer.

### Section 6. – Temporary Assignments

As the need arises, employees may be asked to perform duties or to work in areas other than those to which they are currently assigned.

### Section 7.

An employee shall not be eligible to exercise any rights under this Article during their first-four (4) months of employment, or within four (4) months after a successful bid under this Article.

## Section 8. – Temporary Positions

When a position is temporary for six months, other than when a temporary employee is filling in for an individual on a medical leave of absence, the Agency will notify the Union of both the reason why the position has not been made permanent and the duration of temporary status. If the Union deems the Agency's position to be unreasonable, a grievance may be filed.

## **ARTICLE IX – Probationary Period**

### Section 1.

All newly hired clerical employees shall be subject to a four (4) month probationary period. All other newly hired employees shall be subject to a six (6) month probationary period. During this time, the employee's performance shall be observed by their supervisor. After one half of the probationary period has passed, the supervisor shall meet with the employee and share with them how their performance is evaluated to date. Upon written notice to the Union and the employee, the probationary period may be extended by the Agency for up to an additional 90 days.

### Section 2.

If the employee's performance is evaluated by their supervisor as unsatisfactory at any time during the probationary period, the employee may be dismissed. At the conclusion of the probationary period, a written job performance evaluation shall be prepared by the supervisor. The evaluation shall include an assessment of the employee's performance and recommendations regarding continuation of employment. The evaluation shall be discussed with the employee and they shall have an opportunity to add any comments or rebut the evaluation. The employee shall sign the evaluation indicating only that they read it. The written evaluation by the supervisor along with any employee comments or rebuttal shall be reviewed by the Chief Executive Officer or their designee and forwarded to the employee's personnel file. It is recognized by the parties that the immediate supervisor is directly responsible for providing training, clear direction and feedback to any employee on probation.

### Section 3.

While on probationary status, the employee shall have the same rights of appeal on grievance matters as a regular employee, provided, however, that the discharge of a probationary employee shall not be subject to said grievance and arbitration provisions.

## **ARTICLE X – Compensation**

### Section 1. – Wage Scales with Longevity Steps

All bargaining unit employees are placed on a corresponding step for their respective position as reflected in Appendix A. Effective January 1, 2023, each employee shall advance to the next step in Appendix A on their anniversary date of hire until they reach

the top step in Appendix A. After reaching the top step in Appendix A, each employee shall thereafter receive an annual bonus of 1.75% on their anniversary date.

## Section 2. – Bilingual Differential

Newly hired client-facing employees who are bilingual in a language of clients, or employees who become proficient in a new language of clients, will receive a starting wage (or wage increase) equal to two steps above the starting step that they would otherwise receive on hire if they were not bilingual (or their current step, for current employees).

## Section 3. – New Hires, Promotion

- (a) New Hires. New employees will be placed on a step considering relevant experience, and will thereafter advance to the next step on their anniversary date;
- (b) Promotion. An employee who is promoted to a job classification in a higher category will be placed on the same step of the higher category and will advance to the next step on their anniversary date;

## Section 4. – Social Work Licensure Differential

The Agency shall provide a one-time increase to the employee's annualized salary to eligible bargaining unit employees who obtain social work licensure while employed with the Agency. Eligible employees are defined as regular employees working in positions for which social work licensure is relevant, including case managers, senior case managers, geriatric support service coordinators, protective service workers, and AFC Social Workers. The increase will be realized by an elevation of three steps for their position.

## Section 5.

All salary figures stated in this Section 5 apply to full-time employees and will be prorated for part-time staff.

The Agency will increase the base wage rates and all corresponding steps in Appendix A by five percent (5%) effective first full pay period of January 2024.

Effective the first full pay period in January 2025, the Agency will increase the base wage rates and all corresponding steps in Appendix A by two and three-quarters percent (2.75%).

Effective the first full pay period in January 2026, the Agency will increase the base wage rates and all corresponding steps in Appendix A by two and three-quarters percent (2.75%).

## Section 6. – Ratification Bonus

Effective on ratification, all bargaining unit employees shall receive a 5.5% contract signing bonus, minus standard deduction on or before December 31, 2023.

## Section 7. – Variable Compensation

(a) FY 2023 Compensation. If the audited operational results of Fiscal Year 2023 yield a surplus that exceeds \$50,000, each employee will receive a one- time payment in January 2024. For an operating surplus of between \$50,000 and \$300,000, the gross amount of the one- time payment will be 0.7% of the employee's annual wage for each \$100,000 of operating surplus, in Fiscal Year 2023 (ended June 30, 2023). For example:

If the operating surplus is \$50,000, the employee will receive a one-time payment equal to 0.35% of wages earned in FY23.

If the operating surplus is \$100,000, the employee will receive a one-time payment equal to 0.70% of wages earned in FY23.

If the operating surplus is \$200,000, the employee will receive a one-time payment equal to 1.4% of wages earned in FY23.

If the operating surplus is \$300,000, the employee will receive a onetime payment equal to 2.1% of wages earned in FY23.

Variable compensation will be capped at 2.1%. This payment will be made in February 2024 to all employees on the payroll as of January 1, 2024.

(b) FY 2024 Compensation. If the audited operational results of Fiscal Year 2024 yields a surplus that exceeds \$50,000 each employee will receive a one-time payment in December 2024. For an operating surplus of between \$50,000 and \$300,000, the gross amount of the one-time payment will be 0.7% of the employee's annual wage for each \$100,000 of operating surplus, in Fiscal Year 2024 (ended June 30, 2024). For example:

If the operating surplus is \$50,000, the employee will receive a one-time payment equal to 0.35% of wages earned in FY24. If the operating surplus is \$100,000, the employee will receive a one-time payment equal to 0.70% of wages earned in FY24.

If the operating surplus is \$200,000, the employee will receive a one-time payment equal to 1.4% of wages earned in FY24.

If the operating surplus is \$300,000, the employee will receive a one-time payment equal to 2.1% of wages earned in FY24.

Variable compensation will be capped at 2.1%. This payment will be made in December 2024 to all employees on the payroll as of December 1, 2024.

(c) FY 2025 Compensation. If the audited operational results of Fiscal Year 2025 yields a surplus that exceeds \$50,000 each employee will receive a one-time payment in December 2025. For an operating surplus of between \$50,000 and \$300,000, the gross amount of the one-time payment will be 0.7% of the employee's annual wage for each \$100,000 of operating surplus, in Fiscal Year 2025 (ended June 30, 2025). For example:

If the operating surplus is \$50,000, the employee will receive a one-time payment equal to 0.35% of wages earned in FY25. If the operating surplus is \$100,000, the employee will receive a one-time payment equal to 0.70% of wages earned in FY25.

If the operating surplus is \$200,000, the employee will receive a one-time payment equal to 1.4% of wages earned in FY25.

If the operating surplus is \$300,000, the employee will receive a one-time payment equal to 2.1% of wages earned in FY25.

Variable compensation will be capped at 2.1%. This payment will be made in December 2025 to all employees on the payroll as of December 1, 2025.

(d) The operating surplus/deficit is defined as the change in net assets modified by four items: restricted fund balance, unrealized gains or losses on investments, expenses related to a grant to provide services at 2 Mt. Auburn Street, and any one-time payments (i.e. ratification payment, variable compensation or similar one-time payments) made to employees, union and non-union.

(e) All ratification bonus and one-time variable compensation payments are subject to payroll withholdings as required by law or contract.

#### Section 8.

(a) In any case where the EOEA or Legislature provides funds for salary improvements, merit raises, incentive raises, Quality Care Fund, bonuses, or any other economic improvement for employees, the Union will be notified immediately and be afforded the opportunity to bargain over such improvements.

(b) Any salary reserve money that the Agency does receive from the Commonwealth of Massachusetts during Years Two and Three shall be distributed only to those eligible employees as determined under the mandates set forth by the Commonwealth. If the Union requests to negotiate over any such funds referenced in section (a), the Union agrees that it shall make no proposals as to any other topic nor shall it make any proposal for a payment greater than set forth in the Commonwealth's mandate or for payments to employees other than those specified in the Commonwealth's mandate.

#### Section 9. – Reopener

If during the term of this Agreement the funding from EOEA for the wage increases referenced above appears inadequate and layoffs may result, then this contract is



subject to a reopener for salary negotiations only upon 30 days prior notice by the Agency.

#### Section 10. – Cell Phone

Each direct care employee will receive a one-time stipend of \$120, minus standard deductions within thirty (30) days of ratification and Board approval.

### **ARTICLE XI – Longevity Bonus**

An employee shall receive a one-time bonus on their Anniversary as follows (prospective only):

5th =\$200 anniversary  
10th =\$250 anniversary  
15th =\$300 anniversary  
20th =\$350 anniversary  
25th =\$600 anniversary  
30th =\$700 anniversary  
35th =\$800 anniversary  
40th =\$900 anniversary  
45th =\$1,000 anniversary  
50th =\$1,100 anniversary

### **ARTICLE XII – 401(k) Plan**

#### Section 1. – Formula and Contribution Level

All permanent employees, except those scheduled to work less than twenty (20) hours per week, shall be eligible to participate in the Agency's 401(k) Plan. Upon completion of one year of continuous service, the Agency shall contribute the equivalent of three percent (3%) of an employee's salary per pay period, paid to the eligible employee at each pay period. This shall be in effect for the life of this agreement. In the event of any conflict between this Article XII and the applicable 401(k) Plan, the terms of the 401(k) Plan shall govern and control.

#### Section 2.

The Agency shall continue to make available to eligible employees any 401(k) program available to other individuals employed by the Agency, subject to the same terms and conditions applicable to such individuals.

#### Section 3. – Effect of Termination of Employment

Upon termination of employment, an employee may draw all the money, plus any accrued interest, from their 401(k) account. An employee who does not so withdraw their money, shall be assessed the prevailing asset fee for the maintenance of their

private 401(k) account, plus the prevailing asset fee for the amount of money remaining in such account.

#### Section 4. – Borrowing from 401(k) Plan Accounts

Employees of the Agency may borrow up to 50% of their 401(k) account balances subject to the following limitations: (a) only one loan may be approved within a twenty four (24) month period; (b) a minimum of one thousand Dollars (\$1,000) may be borrowed; (c) a processing fee shall be charged for each loan in the amount of \$1 per month of loan, with a maximum loan duration of 5 years (\$60 maximum fee); (d) a loan application must be made by the last week in the month in order to be considered in the following month; (e) the application for the loan must contain the signature of the employee's spouse if the employee is married. The trustees shall meet monthly to review all requests for that month, and shall consider in that review the reasons given for the requested loan and the financial reliability of the individual. The decision as to whether to grant the loan shall be the trustees' exclusively, and shall not be subject to the grievance and arbitration mechanism of this Agreement. The trustees shall have the right to charge interest for the loan, the specific amount of such interest to be determined on a loan-by-loan basis using current bank rates for similar loans as a guideline.

#### Section 5.

The Agency 401(k) Trustees shall include at least one member of the bargaining unit, selected by the Union.

### **ARTICLE XIII – Insurance**

#### Section 1. – Health Insurance

Regular full-time employees are eligible to enroll in the Agency's health insurance program pursuant to its applicable terms and conditions and may choose any Health Maintenance Organization (HMO) Plan offered by the Agency.

For eligible employees who choose individual health insurance coverage, the Agency will contribute 80% of the cost of the lowest priced HMO individual premium offered by the Agency.

For eligible employees who choose individual plus one health insurance coverage, the Agency will contribute 65% of the cost of the lowest priced HMO individual plus one premium offered by the Agency.

For eligible employees who choose family health insurance coverage, the Agency will contribute 65% of the cost of the lowest priced HMO family premium offered by the Agency.

All changes to health insurance premiums will be prospective beginning with the first full month following ratification.

## Section 2. – Dental Insurance

All regular full-time employees are eligible for the dental plan offered by the Agency.

For all eligible employees employed with the Agency for one continuous year, the Agency pays the full cost of individual coverage or not more than sixty-five percent (65%) of each of the dual and family plans. Such employees shall not be eligible for any dental insurance coverage until they have been employed by the Agency for one (1) year.

Regular full-time employees who are reduced to part-time status and who work in excess of twenty (20) hours in a week shall be entitled to continue coverage under this dental plan. Details of the plan shall be furnished to all employees and to the Union.

## Section 3. – Workers' Compensation

All employees are protected by workers' compensation insurance, which covers injuries incurred at work. If an employee is involved in an accident or sustains an injury while working, they should report such situation immediately to their supervisor and complete the required form. Earned leave time may be used to make up the difference between the amount such employee receives from workers' compensation and their straight time rate of pay. If a salary increase goes into effect while such employee is on workers' compensation leave, such increase will be effective for that employee upon their return to work. While on workers' compensation leave, the employee shall remain eligible to participate in the Agency's health and dental insurance program, provided, however, that the Agency shall continue its contribution for such program for only the first six (6) months of any one workers' compensation leave. No other benefits shall be accrued during this leave.

## Section 4. – Life Insurance

The Agency shall provide life insurance to all regular employees working twenty (20) hours a week or more, the full premium being paid by the Agency. Details of coverage shall be furnished to all eligible employees and the Union.

## Section 5. – Disability Insurance

The Agency shall provide disability coverage (starting the eleventh working day of accident or illness) to all regular employees working 20 hours or more, the full premium being paid by the Agency. Details of coverage shall be furnished to all eligible employees and to the Union. The above provision concerning disability leave will expire on January 1, 2021 and be superseded by the Massachusetts PFMLA.

As of the date of implementation of the Massachusetts Paid Family and Medical Leave law on January 1, 2021, the Agency will cease to provide its existing Short-Term Disability plan and will participate in the State's program. The Agency is allowed within its discretion to switch from the State program to an alternative private plan in accord with MA law if the alternative plan equals or exceeds the benefits proffered under the

State program. The Agency will pay all PFMLA premiums as may be required, effective with the first payroll of 2020.

## Section 6 – Medical Information

An employee who is receiving benefits under workers' compensation or disability shall, upon request of the Agency, share with the Agency any medical information to which the employee has access which is related to the reason for such absence. Any other employee on leave for medical reasons shall, upon the request of the Agency, provide a letter from their physician stating when such employee will be able to return to work. Any and all medical information shall be kept strictly confidential by the Agency.

## **ARTICLE XIV – Earned Leave**

### Section 1. – Definitions

For the purposes of this Article, a year is defined as the one-year period between January 1 and December 31.

The parties acknowledge and agree that pursuant to prior agreement and past practice, earned leave ("Earned leave") is comprised of vacation and sick leave in equal amounts. Accordingly, under Massachusetts General Laws, Chapter 149, Section 148, only 1/2 (50%) of Earned Leave will be deemed "vacation pay."

### Section 2. – Eligibility

All employees are eligible to accrue at least 40 hours of earned leave based on an accrual rate of one hour of earned leave for every 30 hours worked up to a cap of 40 hours a year. Regular employees working twenty (20) or more hours per week shall not be subject to the 40 hours per year cap.

All regular employees working twenty (20) or more hours per week shall be eligible for the earned leave time program.

### Section 3. – Accrual

(a) An employee shall earn one hundred sixty-eight (168) hours [24 days] of earned leave each year in the first three (3) years of employment; one hundred ninety-six (196) hours [28 days] of earned leave in years four, five and six; two hundred thirty-eight (238) hours [34 days] of earned leave in years seven, eight, nine and ten; and two hundred sixty six (266) hours [38 days] of earned leave each year after ten years of employment. However, all employees hired prior to September 1, 1992 will earn two hundred sixty-six (266) hours [38 days] of earned leave time per year.

(b) For full-time employees, a day shall be equal to seven (7) hours and for part-time employees, a day shall be prorated accordingly. An employee shall begin to accrue earned leave time on their first day of employment, and shall continue to accrue such

time during periods of actual work and paid earned leave time. Earned leave time shall not be accrued during unpaid leaves of absence.

#### Section 4. – Accumulation

An employee may carry over from one year to the next thirty-five (35) hours (one week) of earned leave per year of employment with the Agency, up to a maximum of two hundred eighty (280) hours (eight weeks). However, employees hired prior to September 1, 1992 may carry over a maximum of two hundred eighty (280) hours from one year to the next. Any earned leave that is not used in a particular year and that is above and beyond the carry over limit will be forfeited. The maximum accrual shall always be two hundred eighty (280) hours.

On an annual basis as of December 31 each year, an employee who has reached the maximum accrual level may cash-in up to two weeks of earned leave. Any additional earned leave not used in a year shall be forfeited.

An employee who takes five (5) or fewer days of unscheduled earned leave in a one-year period without prior approval shall receive one hundred (100) dollars at the end of that one-year period. For purposes of the preceding sentence only, any portion of a day taken as earned leave without prior approval shall be counted as one full day.

#### Section 5. – The Taking of Earned Time

At the employee's request, full or partial days may be taken with prior written approval by the supervisor. With appropriate notice, such prior approval shall not be necessary in cases of illness or emergency.

All requests shall be submitted to the employee's immediate supervisor for prior approval. However, requests for more than two (2) consecutive weeks shall be submitted to the employee's Director.

Requests for longer than one week (i.e., more than five (5) consecutive scheduled work shifts) shall be made at least two (2) weeks in advance of the first day of leave requested. Requests for longer than two (2) consecutive weeks (i.e., more than ten (10) consecutive scheduled work shifts) shall be made at least four (4) weeks in advance of the first day of leave requested.

All requests must be made through payroll/timekeeping system (i.e., Paylocity) and written and/or email notice to supervisor or covering supervisor.

In determining whether to approve the employee's request, the supervisor shall consider whether the effect of the request will result in an undue workload burden on other employees or adversely impact the operation and delivery of services. The supervisor (or designee) shall not arbitrarily deny the employee's request.

All requests longer than five (5) consecutive days shall be approved or denied by the employee's supervisor (or designee) within seven (7) business days. On a case-by-case

basis, the employee's Director, or designee, may approve requests made inside of the above-described notice requirements based on circumstances or emergency.

Each employee must schedule and take at least fifteen (15) full-time or prorated earned leave time days during a one (1) year period of employment, or the difference between the number of hours scheduled/taken and fifteen (15) will be forfeited.

#### Section 6. – Borrowing

An employee who has worked at the Agency for less than two (2) years and is forced by accident or illness to be out of work and does not have sufficient earned leave to cover the ten (10) working day wait period for short-term disability, may borrow up to ten (10) days of earned leave against future accumulation. Such borrowed days must be paid back within one year of the time of borrowing. The Agency may request that the employee's illness be documented by a physician's letter.

#### Section 7. – Cash-in

Upon termination of employment, an employee will be paid for unused earned leave in an amount equivalent to 1/2 (50%) of the value of their earned leave balance. The maximum earned leave balance to which this cash-in benefit shall apply is two-hundred eighty hours (i.e., at most, an employee will receive 1/2 (50%) of 280 hours upon employment termination). Any accrued earned leave over and above two hundred eighty (280) hours at the time of leaving employment shall have no cash-in value.

Other pay in lieu of time off may be taken with the permission of the Chief Executive Officer or their designee provided the employee has at least twenty (20) days of earned leave remaining after taking that time. Earned leave accruals may be further reduced only in extreme and unusual circumstances and with the permission of the Chief Executive Officer or their designee.

### **ARTICLE XV – Holidays**

#### Section 1.

The following holidays are observed by the Agency and are paid holidays for employees:

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Patriots' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous People's Day  
Veterans' Day

Thanksgiving Day  
Christmas Day  
Option of either December 24 or December 31, at the Agency's discretion  
Employee's Birthday

In order to be eligible for holiday pay, an employee must work both the day before and the day after a holiday, provided that the Agency may, in its discretion, excuse an employee from the day before/day after requirement or a part thereof, if such employee has, in the Agency's opinion, a justifiable reason for their failure to work.

If a holiday falls on a Saturday, it is observed the preceding Friday; if it falls on Sunday, it is observed the following Monday; provided, however, that in the event that either or both December 24th or December 31st fall on a nonwork day, such as a weekend, the day will not be observed as a holiday, and no alternative time will be taken.

The Veterans' Day holiday may be substituted with the day after Thanksgiving Day, subject to approval by an employee's supervisor.

An employee's birthday will be considered a floating holiday, which may be taken within fourteen (14) days of the date on which it falls.

## Section 2.

If a holiday falls on a working day during which an employee is on leave, no charge for leave will be made.

## **ARTICLE XVI – Part Time Employees**

Except as provided elsewhere in this Agreement, part time employees working twenty (20) hours or more per week shall receive all benefits on a pro rata basis.

## **ARTICLE XVII – Leaves of Absence**

### Section 1. – Parental Leave

An employee, male or female, is entitled to an absence of up to four (4) months without loss of job for reasons related to child birth or adoption up to one year from child birth or adoption, to run concurrently with any non-disability-related parental leave available to the employee under the Family and Medical Leave Act. An employee who is disabled due to maternity shall continue to be covered by the Agency's disability plan and life insurance policy for the length of the disability, provided, however, that such disability does not exceed twelve (12) months or the length of the employee's employment with the Agency, whichever is shorter. During the disability plan waiting period of ten (10) days, the Agency will pay days 1-10 at a rate of 1/2 (50%) for maternity leave. An employee's paid maternal leave benefit would be calculated based on the employee's current work hours at the time of the qualifying event. At the employee's option, earned leave time, compensatory time or leave without pay, may be used during the period of absence. The period of any unpaid parental leave shall not be included in the accrual of

either earned leave time or seniority or any benefit other than those mentioned within this Section.

The above provision concerning disability leave will expire on January 1, 2021 and be superseded by the Massachusetts PFMLA as specified in Article XIII, Section 5.

## Section 2. – Bereavement Leave

An employee shall be entitled to leave without any loss of leave or pay for up to five (5) days in the event of the death of a member of the employee's immediate family or other family member who has been living in the employee's household for at least six months. Immediate family members shall be defined as including parents, spouse, children, siblings, mother- and father-in-law, grandparents, grandchildren and domestic partner.

Requests for other bereavement leaves may be granted at the discretion of the Agency.

## Section 3. – Jury Duty

(a) Leave with pay will be approved for an employee summoned for jury duty, provided the employee endorses the check received for jury duty and turns the check over to the Agency, less any meal or travel allowance. An employee should notify their supervisor in writing, when the employee is summoned for jury duty.

(b) Consistent with present legal requirements, after the first three (3) days of jury duty service, an employee shall not receive leave with pay for jury duty for any day for which no jury duty pay is received. In addition, an employee called to jury duty in Middlesex, Suffolk or Northern Norfolk county courts, who completes jury duty prior to the halfway mark of their shift, shall report to work immediately after the completion of such jury duty or forfeit leave with pay for that day. An employee called to jury duty at some other court must report to work immediately after jury duty if they are dismissed by 10 a.m. or forfeit leave with pay for that day.

## Section 4. – Court Attendance

Leave with pay will be granted when an employee is under subpoena or court order for court attendance provided the employee or the employee's relatives do not have a personal interest in the case; the case is not one in which the interests of the employee or their representative are adverse to those of the Agency; and the employee notifies their supervisor in writing when the employee is summoned for attendance in court under the subpoena or court order.

## Section 5. – Military Leave

The Agency and the employees shall abide by the terms of the Uniformed Services and Reemployment Act of 1994 and those rights, privileges and prerogatives attributable to the employee or the Agency under such Act shall be exercisable by the employee, Agency, as applicable. During the period of military leave, the employee will be paid the



difference, up to a maximum of 10 days per year, between their military pay and their regular pay.

#### Section 6. – Leave Without Pay

An employee who has worked at the Agency for no less than twelve (12) months may request leave without pay for a period of up to six (6) months. Such requests shall not be arbitrarily denied by the Chief Executive Officer or their designee. Any subsequent requests for leave shall be in the discretion of the Chief Executive Officer or their designee, provided the employee's first request has been granted. During the period of Leave without Pay, employees who wish to have continued coverage for health and/or dental insurance programs must pay the full cost of the premiums themselves. Employees shall continue to be covered by the Agency's disability and life insurance plans.

#### Section 7. – Administrative Leave

The Chief Executive Officer or their designee may excuse employees from work without charge to any other leave for uncontrollable circumstances which prevent an employee from reporting to work or returning home safely (e.g. inclement weather, public transportation strikes, etc.), hazardous or extremely uncomfortable working conditions (e.g. lack of heat, air conditioning, electricity, etc.).

#### Section 8. – Service Credit Accrual

An individual on paid disability leave or on some other form of leave of absence (other than workers' compensation leave) shall not accrue service credit for any purpose under this Agreement, including, but not limited to, longevity/seniority, performance review or benefit determination. An individual on worker's compensation leave shall accrue longevity/service credit for any purpose under this Agreement only during the first six (6) months of such leave. An employee on disability or workers' compensation leave shall retain employee status for the length of their employment with the Agency or one (1) year, whichever is shorter. A leave shall be broken only by a return to employment of at least sixty (60) days.

#### Section 9. – Family and Medical Leave Act

The Union and the Agency shall abide by the terms of the Family and Medical Leave Act and those rights, privileges and prerogatives attributable to the employee or the Agency/Employer under such Act shall be exercisable by the employee, Agency/Employer, as applicable. The Family and Medical Leave Act shall not diminish any of the rights, privileges and prerogatives attributable to either the employee or the Agency under the terms of the Agreement, provided, however, Article XXV shall not be applicable to any right, privilege or prerogative granted under the Act.

## **ARTICLE XVIII – Travel Reimbursement**

Employees shall be reimbursed for all work-related travel expenses. Agency contributions to MBTA passes and work-related phone calls shall continue as with the current practice for the duration of this Agreement. Effective November 1, 2010, mileage shall be reimbursed at the current applicable I.R.S rate. Parking tickets are the sole responsibility of the employee. Expense Reimbursement Requests should be submitted no later than thirty (30) days after the close of the month to which they pertain, except that Expense Reimbursement Requests for the last month of the fiscal year must be submitted in that month.

## **ARTICLE XIX – Job Training and Career Development**

### **Section 1.**

The Agency recognizes its responsibility to staff development and training as necessary for both the furtherance of Agency goals and the professional growth of its employees. This obligation translates into tangible support of education and training in two areas: ongoing in-service education and relevant outside community opportunities for training and education.

### **Section 2.**

In-Service education shall begin with an initial orientation to the Agency. In addition, ongoing supervision, evaluation and group training in specific areas will be provided.

### **Section 3.**

Opportunities for training outside of the Agency will be made available to staff, generally by posting or circulating notice of such opportunities. Staff members may also learn of some possibilities on their own initiative. The Chief Executive Officer or their designee, relying on the recommendation of the immediate supervisor involved, is authorized to reimburse employees for fees incurred for this training if authorized prior to participation. If the employee disagrees with the recommendation of their supervisor, they may appeal in person to the Chief Executive Officer or their designee.

### **Section 4.**

If budget limitations preclude an employee's participation in a seminar or workshop, the Chief Executive Officer or their designee, at their discretion may allow an employee to attend, at their own expense, such seminars during regular working hours.

### **Section 5.**

The Agency shall provide availability of study materials, necessary social work supervision and, subject to this Section, reimburse the cost of application, license and license renewal fees to eligible bargaining unit employees who obtain social work licensure while employed at the Agency. The Agency shall reimburse eligible

employees for their application fees in connection with their initial application for licensure regardless of whether the individual successfully passes the licensure examination. The Agency may choose to reimburse employees for subsequent applications within Management's sole discretion.

The Agency shall not impose licensure requirements on the Case Manager job classification with respect to individuals employed by the Agency as Case Managers as of January 1, 2005 unless such licensure is required by law or government regulation.

#### Section 6.

The Agency will offer financial assistance to individual employees but not to exceed \$2,000.00 in a fiscal year. In order to be eligible for education assistance, a non-probationary employee must select a course related to the services provided by the Agency.

Once a course has been selected, the employee shall submit a written request for education assistance. The Agency shall solely determine whether the course qualifies for education assistance. If the course qualifies, the employee becomes eligible for education assistance subject to the terms and conditions set forth below.

If the number of applications for education assistance exceed the cap of \$8,000/yr., then assistance will be granted to eligible employees based on seniority.

If the cap of \$8,000 per fiscal year is reached in the first semester, there will be no available funds for any other semester that occurs in that fiscal year.

Any employee must provide a copy of the paid bill to the Agency.

An employee must earn a grade of B or higher in the course or "pass" the course if a pass/fail grading system is used. Any reimbursement will be made after the employee has submitted a dated grade report.

If at any time within one year from the date of the employee's receipt of any education assistance, the employee leaves the Agency, then the employee promises and agrees to repay to the Agency this education assistance.

As part of the employee's agreement to repay the education assistance under these circumstances, the employee specifically authorizes the Agency to deduct any owed amount and/or this program from any wages, accrued vacation or other compensation owed to the employee at the time of the employee's termination of employment.

#### **ARTICLE XX – Subcontracting**

The Agency shall not subcontract bargaining unit work without valid reason. The Union shall be notified as soon as possible but in no case less than sixty (60) days prior to subcontracting and shall be provided an opportunity to discuss the issue with the Chief Executive Officer or their designee and other relevant supervisory personnel. The

Agency shall make every effort to see that subcontracting of services previously performed by employees of Somerville-Cambridge Elder Services, Inc. will include offer of employment to employees displaced by the subcontractor. Any employee offered employment by the subcontractor may choose to refuse the offer and assume layoff status without contest by the Agency and pursuant to layoff provisions of this Agreement.

## **ARTICLE XXI – Layoff and Seniority**

### **Section 1.**

Layoffs shall only be conducted for lack of work or other valid reasons.

### **Section 2.**

Seniority shall be defined as the length of time an employee has worked continuously at the Agency, unless otherwise provided for in this Agreement.

### **Section 3.**

For any layoff, the Union shall be given thirty (30) day's notice or notice coextensive with the Agency's knowledge of the requirement for a layoff, whichever is less. The Union and the Agency shall meet within five (5) working days to work out details of the layoffs.

### **Section 4.**

(a) When it becomes necessary to decrease the work force within a specific department, the Agency will reduce said department's staff in accordance with seniority subject to the ability of the retained employee(s) to perform the work with one (1) month of training. In the event that two (2) employees in a given department have equal seniority (same hire date), the least qualified employee shall be laid off first. In the event qualifications do not allow for meaningful distinction between two employees with the same seniority, it would go to the person with the most recent highest overall performance evaluation review.

(b) In the event of a layoff, a Senior Case Manager may displace the least senior Case Manager on the basis of seniority and a Senior PS Case Manager may displace the least senior PS Case Manager on the basis of seniority

### **Section 5.**

An employee who is to be laid off and who applies for, and is qualified for, another position within the Agency shall have preference over any other external or less senior internal applicant for such position.

## Section 6.

If, in the course of any restructuring of the Agency, job descriptions and duties are changed, it is incumbent upon the Agency to provide free retraining for up to one (1) month to an employee whose job description has changed, except for unusual circumstances which may require more training time.

## Section 7.

A laid off employee shall be on a recall list for the lesser of the length of their seniority or eighteen (18) months. Employees on the recall list shall be notified of all vacancies in the following manner: for the first six (6) months following a layoff, employees will receive all notices of vacancies. After six (6) months they shall be sent, by registered or certified mail, a request that if they still wish to be retained on the recall list, they must notify the Agency in writing within thirty (30) days of the receipt of this notice. This procedure shall be followed for those still on the list for the next six (6) months up to the eighteen (18) month limit. Employees are responsible for making sure that their current, up to date home address, telephone number(s) and other contact information is on file with the Agency, and the Agency satisfies all notice obligations under this Article XXI if it uses contact information on file for particular employees. Employees on the recall list shall be notified of all vacancies, and shall have recall rights, in reverse order of layoff, to the same position, or to a position for which they are otherwise qualified, provided, however, that an employee who does not accept an alternative position, which entails a pay cut, shall not prejudice their recall rights. A laid-off employee who retains recall rights under this section shall have preference for a position over any applicant, provided that the laid off employee meets the minimum qualifications necessary for the vacancy.

## Section 8.

In the event of a recall, a laid-off employee who is still on the recall list shall be given notice of such recall by telegram, registered or certified mail, sent to the address last given the Agency by the employee, with a copy to the Union. Within five (5) working days after the receipt of the Agency's notice, the employee must notify the Agency of their intent to return to work and must actually report to work within five (5) working days thereafter. Exceptions will be granted to employees who are out of town at the time of the notice or so incapacitated by illness as not to be able to return within the prescribed time limits. In the event that an employee fails to comply with the above provisions, they shall be considered to voluntary quit.

## Section 9.

A laid-off employee shall receive any unused earned leave time to which they are entitled.

Section 10.

After notice of layoff is received, up to three (3) days off without loss of pay shall be granted each laid off employee for the purpose of seeking other employment.

**ARTICLE XXII – Discipline and Discharge**

Section 1.

An employee will be discharged or disciplined only for just cause.

Section 2.

Any warning or disciplinary notices over one (1) year old shall not be used against an employee in any disciplinary action. Notwithstanding the above, if issues are raised involving either the existence or adequacy of progressive discipline or notice of policy or practice, then past disciplinary records directly relevant to such issues may be introduced.

**ARTICLE XXIII – Other Separations from Employment**

Section 1.

Prior to separation or termination of employment, an exit interview with a representative of the Personnel Department shall take place. The purpose of this interview shall be to discuss all personnel issues that are pertinent to termination of employment, (e.g. reasons for leaving, health insurance and 401(k) benefits, or earned leave.)

Section 2.

An employee who resigns from employment with the Agency shall make every attempt to submit their resignation in writing thirty (30) days prior to the effective date of resignation, but in any event, no less than two (2) weeks' notice shall be given.

Section 3.

An employee may be separated for disability when they cannot perform the required duties because of a physical or mental impairment. Action may be initiated by the employee or the Agency, but in all cases such action must be supported by medical evidence. The Agency may require an examination at its expense, which shall be performed by a physician at Mt. Auburn Occupational Health Practice or Cambridge Health Alliance, or a physician mutually agreeable to the employee and the Agency. If mutual agreement is needed, the parties agree to meet within seven (7) days for such purpose.

#### Section 4.

All monies due to a deceased employee shall be paid to their estate except for such sums as by law must be paid to a surviving spouse or their estate.

### **ARTICLE XXIV – Grievance and Arbitration**

#### Section 1.

A grievance shall be defined as any violation, inequitable application arising from a deviation of Agency policy or past practice, or claimed violation with the provisions of any portion of this Agreement or with any policy that has been incorporated into this Agreement, with the exception of Article XVIII, Section 9.

#### Section 2. – Grievance Procedure

Step 1: Within fourteen (14) calendar days after the employee becomes aware of the incident giving rise to any grievance, the grievance must be presented to the employee's immediate supervisor. The grievance shall be presented in writing and/or in a meeting at the employee's request, within two (2) working days from the request. Within three (3) working days after presentation of said grievance, the supervisor shall present their written reply, with a copy to both the grievant and the steward. If no written response is provided within three working days, an appeal to step 2 may be taken immediately.

Step 2: If no satisfactory adjustment is reached at Step 1, the grievant may appeal to the Chief Executive Officer or their designee in writing. This appeal must be filed within seven (7) calendar days after the reply in Step 1. The Chief Executive Officer or their designee shall meet with the grievant and the union steward within three (3) working days after the receipt of the appeal and shall issue their reply within three (3) working days thereafter.

#### Section 3.

If the Union is dissatisfied by the decision rendered at Step 2, it may invoke arbitration by submitting a written request thereof to the Agency within twenty (20) working days after the written reply from Step 2.

#### Section 4.

Grievances to be arbitrated under this Agreement shall be submitted to the American Arbitration Association ("AAA"). The AAA shall have no authority to amend or modify this Agreement, and its decision shall be final and binding. If the parties choose to mediate a grievance, the parties could use a mediator provided by the State Board of Conciliation and Arbitration. The non-prevailing party shall pay for the costs of the Arbitration except that each party shall pay its own attorney's fees.

## Section 5.

The time limits contained in this Article shall not be deemed waived except by mutual written agreement of the Agency and the Union.

## Section 6.

An employee may have union representation throughout the grievance procedure, including both the steward and the Union Representative, if the grievant and the Union so choose.

## Section 7.

No involved employee shall lose any pay for time spent in the processing of grievances including arbitration, provided, however, that the time spent in the processing of grievances on Agency time shall be scheduled with notice to the employee's supervisor and shall not interfere with any work-related activity of the Agency.

## **ARTICLE XXV – No Strike/No Lockout**

There shall be no strikes or sympathy strikes by the Union or the employees and no lockouts by the Agency during the life of this Agreement.

## **ARTICLE XXVI – Personnel Files**

An employee shall have the right to review any personnel file kept on her/him and shall be advised of the location of any such files. Upon request, the Agency shall provide an employee with copies of materials in the employee's personnel file and the employee shall have the right to question, object to and/or add a statement on the accurateness or appropriateness of any material in their file. Upon the request of the employee, the Steward and/or Union Representative shall have the right to examine and copy an employee's personnel file if that employee so requests. No records of oral or written discipline may be placed in an employee's personnel file without the employee first being informed of such. When a complaint is brought against any employee by any other party, the Agency shall, in a timely manner, notify the employee who may request a meeting with the Agency, with the Union Steward and/or Representative present at the employee's choice. The Agency shall comply with Massachusetts General Laws, Chapter 149, Section 52C (as amended).

## **ARTICLE XXVII – Managerial Rights**

Except as otherwise limited by an express provision of the Agreement, the Agency shall have the right to exercise complete control and discretion over its organization and technology including but not limited to the determination of the standards of services to be provided and standards of productivity and performance of its employees; the right to establish and/or revise personnel evaluation programs; the determination of the methods, means and personnel by which its operations are to be conducted, the determination, assignment, direction and transfer of personnel; the relief from duty of its



employees because of lack of work or other legitimate reasons; the establishment of reasonable work rules, policy, and procedures; and the taking of all necessary actions to carry out its mission in emergencies.

#### **ARTICLE XXVIII – Health and Safety**

Any employee who has a specific health and safety concern should inform their union steward. The Agency will then meet with the steward and the affected employee to discuss the employee's concern.

#### **ARTICLE XXIX – Case Manager Meetings**

Case managers may continue to hold a one hour meeting every two weeks; however, no Union activity or discussion of Union matters will occur during case manager meetings.

#### **ARTICLE XXX – Flexible Spending Accounts**

The Agency will create and administer a flexible spending account program for all employees who wish to use a flexible spending account to make pre-tax medical, dental and/or dependent care payments.

#### **ARTICLE XXXI – Separability and Conflict**

Section 1.

If any provision of this Agreement shall be held invalid by law, the remainder of this Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet to negotiate any new provisions in substitution for the invalid provision. No new provision shall be added except by mutual agreement of the parties.

Section 2.

In any and all cases of conflict between this Agreement and Agency policies or procedures, this Agreement shall control.

Section 3. Compliance with Law. At all times the Agency and Union seek to comply fully with all applicable laws and regulations. In the event that any provision of this Agreement conflicts with any applicable law, the applicable law will supersede and control over the conflicting contractual language.

#### **ARTICLE XXXII – Neutrality**

The Union may request recognition as exclusive bargaining representative for any appropriate unit (or combination of units), including residual groups of employees at the Agency's present or future facilities in which the Union claims majority status. The Agency may avail itself of the rights provided under the National Labor Relations Act and request a Board election with certified results. Neither party shall unreasonably

burden, delay or refuse to cooperate with the Board election process. Both parties will recognize the desired goal to arrive at a consent agreement prior to an election.

#### **ARTICLE XXXIII – Duration**

##### **Section 1.**

This Agreement shall be in full force and effect from November 1, 2023 until midnight, October 31, 2026.

##### **Section 2.**

The Agency and the Union agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day preceding the termination of this Agreement.

#### **ARTICLE XXXIV – Labor/Management Committee**

##### **Section 1.**


The parties will establish a Labor/Management Committee of up to three (3) management team members and up to six (6) Union members to address, but not be limited to, employee turnover, conflict issues and other areas not subject to confidentiality.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their duly authorized officers and representatives as of the day and year first above written.

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION

By:  Dated: 1/6/25

SOMERVILLE-CAMBRIDGE ELDER SERVICES, INC.

By:  Dated: 3/5/25