AGREEMENT

BETWEEN

OLD COLONY ELDER SERVICES, INC.

AND

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

JULY 1, 2025 – JUNE 30, 2028

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	4
ARTICLE 2 – PROBATIONARY PERIOD	4
ARTICLE 3 – UNION MEMBERSHIP, AGENCY FEE	5
ARTICLE 4 – MANAGEMENT RIGHTS	7
ARTICLE 5 – HOURS OF WORK	8
ARTICLE 6 – WAGES	10
ARTICLE 7 – HOLIDAYS	13
ARTICLE 8 – VACATIONS	14
ARTICLE 9 – SICK LEAVE	15
ARTICLE 10 – PERSONAL LEAVE	17
ARTICLE 11 – BEREAVEMENT LEAVE	18
ARTICLE 12 – GRIEVANCE AND ARBITRATION	18
ARTICLE 13 – DISCIPLINE AND DISCHARGE	21
ARTICLE 14 – UNION STEWARDS	21
ARTICLE 15 – VISITATION BY BUSINESS AGENTS	22
ARTICLE 16 – UNION BULLETIN BOARD	23
ARTICLE 17 – NO STRIKE / NO LOCKOUT	23
ARTICLE 18 – RESIGNATIONS	24
ARTICLE 19 – LAY-OFF AND RECALL	24
ARTICLE 20 – UNPAID LEAVES OF ABSENCE	26
ARTICLE 21 – PAID FAMILY MEDICAL LEAVE	27
ARTICLE 22 – CIVIC DUTY LEAVE	29
ARTICLE 23 – HYBRID WORK FORCE	30
ARTICLE 24 – FLEXIBLE WORK SCHEDULES	31
ARTICLE 25 – JOB DESCRIPTIONS	32
ARTICLE 26 – POSTING FOR JOB VACANCIES	33
ARTICLE 27 – EVALUATIONS / PERSONNEL FILES	34
ARTICLE 28 – HEALTH, SAFETY AND WORKING CONDITIONS	35

ARTICLE 29 – MISCELLANEOUS PROVISIONS 35
ARTICLE 30 – NON-DISCRIMINATION 37
ARTICLE 31 – INSURANCE BENEFITS 38
ARTICLE 32 – WORKLOADS 40
ARTICLE 33 – SEPARABILITY 42
ARTICLE 34 – DURATION AND RENEWAL 42
APPENDIX A 44
APPENDIX B 45

AGREEMENT, made this 1st day of July, 2025 between OLD COLONY ELDER SERVICES, INC., hereinafter referred to as the "Employer," and LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

1.1. The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time positions noted on Appendix A; excluding clerical employees, managerial employees, confidential employees, and supervisors.

1.2. The term "full-time employee" as used in this Agreement shall mean any employee who regularly works thirty-five (35) hours per week. The term "regular part-time employee" as used in this Agreement shall mean any employee who regularly works at least twenty (20) hours per week.

ARTICLE 2 – PROBATIONARY PERIOD

2.1. Bargaining unit employees shall be required to serve a probationary period of six (6) calendar months. This period shall commence on the employee's first day of work.

2.2. A probationary employee may be disciplined or discharged at the sole discretion of the Employer during or at the end of the probationary period or any extension thereof and said discipline or discharge shall not be subject to the grievance procedure and/or arbitration provided for in Article 12.

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

ARTICLE 3 – UNION MEMBERSHIP, AGENCY FEE

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

A. Acquire and maintain membership in the Union in good standing,

or

B. Tender to the Union an Agency fee equal to periodic dues uniformly required as a condition of membership in the Union.

3.2. In the event that an Employee covered by this Agreement shall refuse and fail to become a Union member or to tender the Union the periodic dues that are obligations of members or pay to the Union an agency service fee, the Union shall notify the Employee and the Employer that the Employee has fourteen (14) calendar days to make the required payments. If the required payments in arrears are not made during that fourteen (14)-day period, the Union shall so notify the Employer and the Employer shall suspend said Employee's employment.

3.3. Prior to a new employee's first day of work, the Employer will advise her/him that the Union is the collective bargaining representative for the bargaining unit. The Employer will provide forty-eight (48) hours' notice of any new employee orientation for bargaining unit positions. A Union Steward/ Representative will be permitted to attend the orientation and will be granted forty-five (45) minutes during or at the conclusion of the orientation to meet with the new employee(s) to introduce them to the Union and the Union contract.

3.4.

A. Each month the Employer shall provide a report listing: (i) all current employees; (ii) all new employees hired during the prior month, and (iii) all employees terminated from the bargaining unit for any reason during the prior month. The monthly report shall include the information detailed in Section 3.4(b).

B. The Employer agrees to provide the following information (if available): Name, Home Street Address, Home City, Home State, Home Zip Code, Gender, Date of Birth, Home Phone Number, Cell Phone Number, Work Phone Number, Personal

Email, Work Email, Job Title, Hire Date, Work Location Street Address, Work Location City, Work Location State, Work Location Zip Code, Unique Employee ID Number, Rate of Pay, Date of Termination (if applicable). This information shall be provided electronically, in a password protected Microsoft Excel spreadsheet. Each data point will be represented in its own column. Each individual employee will have their information in one row each. The information will be sent to dues@seiu509.org.

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

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

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

3. 8.

A. An employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the

Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least thirty (30) days' notice in writing to his/her department head.

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 Union together with a list of those employees who have authorized said deductions. The Employer is not responsible for obtaining authorization for such deductions from the employee.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1. All management functions and responsibilities, whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that same are expressly restricted by a specific provision of this Agreement. The management rights shall include, but not be limited to, the right: to hire, fire, suspend, discipline, layoff, transfer, promote and demote employees; to require physical and mental examination of employees as incident to their receiving benefits under any of the Employer benefit plans; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reorganize, enlarge, reduce or discontinue an Employer function, position or department; to promulgate rules and procedures relating to employment; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means and methods by which all operations of the Employer shall be carried out; to subcontract work, and to take such other action as it deems necessary to maintain the goals and efficiency of the Employer's operations.

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

4.3. In appropriate circumstances as determined by the Employer, other employees, including managerial or supervisory employees, may perform work usually done by employees in the bargaining unit. The fact that these employees do bargaining unit work will not result in their being included in the bargaining unit. The Employer hereby agrees that managerial or supervisory employees will not increase the percentage of time they currently spend on bargaining unit work if such increase means that bargaining unit employees are laid-off.

ARTICLE 5 – HOURS OF WORK

5.1. The work week consists of a seven-day period commencing just after 12:00 AM midnight on Sunday morning and ending the following Saturday night at 12:00 AM midnight.

5.2. Full-time employees will be scheduled to work thirty-five (35) hours during the workweek, not including time spent in unpaid lunch periods.

5.3. In general, full-time employees will be scheduled to work five (5) shifts of seven (7) hours during the work week, with a one (1) hour unpaid meal period during each shift. For an employee scheduled to work a regular day shift between the hours of 6:45 AM and 7:00 PM, the one (1)-hour unpaid meal period shall be taken between the hours of 11:00 AM and 2:00 PM, if the employee has worked at least two (2) hours before 11:00 AM. Exceptions must be approved by the supervisor. For an employee scheduled to work other than a regular day shift, the one (1)-hour unpaid meal period must be scheduled with the approval of the supervisor.

5.4. An employee's work schedule shall be constant for a twelve (12) month period, commencing with the effective date of this Agreement. At twelve (12) month intervals, an employee's work schedule may be changed by the Employer with due consideration given to the needs of the Employer, the stated request of the employees, and the needs of the clients. At the discretion of the Chief Executive Officer, an employee's work schedule may be changed during this interval to meet the needs of the Employer, or at the request of an employee.

5.5. If the Employer determines that it needs to fill a new or existing position that does not fall within the hours of 6:45 AM – 7:00 PM Monday through Friday, the employer will first solicit qualified volunteers from the bargaining unit. If there are no qualified volunteers, the employer will assign the employee within the applicable job classification who has the least bargaining unit seniority to this position, or hire a new employee. An employee hired prior to July 1, 2012 will not be required to fill such a position involuntarily.

5.6. Employees who work a seven (7) hour day shall be allowed to take two (2) fifteen (15) minute breaks each day, one in the morning and one in the afternoon. Employees who work a four (4) hour day shall be entitled to one (1) fifteen (15) minute break per day.

5.7. No work in excess of an employee's regular schedule shall be approved for compensation or payment unless written approval has been obtained from the employee's supervisor.

Authorized overtime shall be compensated in the following manner: authorized hours worked in excess of an employee's regular schedule up to a maximum of forty (40) hours in a workweek shall be compensated at the employee's straight time rate of pay; authorized hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half times (1.5x) the employee's regular rate of pay.

5.8. When an employee is on authorized on-call, and is required to respond to an emergency situation, the employee shall be compensated for all time spent in responding to the emergency, provided such time exceeds fifteen (15) minutes, at the rate of one and one-half times (1.5x) the employee's regular rate of pay.

5.9. Employees may be required to work overtime, or to attend conferences or seminars. On such occasions, employees shall be compensated according to Section 8 of this Article.

5.10. Meetings of the staff called by the Chief Executive Officer, directors or supervisors for discussion of Employer business shall be held during usual working hours. Employees may be required to attend such meetings, even if they are not scheduled to work at

such time, provided adequate notice of such meetings is given. In such cases, employees shall be paid for time spent at the meeting. Employees will not be required to attend staff meetings when they are on vacation.

5.11. Employees are expected to make every effort to be present at work at their usual arrival time and, if this is not possible, to notify their unit supervisor within one-half (0.5) hour of their usual starting time of their anticipated arrival time. If employees are going to be late or absent, they are expected to notify their unit supervisor concerning work needing attention or appointments which should be canceled.

5.12. When an employee is assigned emergency work during his/her scheduled work day, and is required to respond to an emergency situation, the employee shall be compensated for all time spent beyond his/her scheduled end of day in responding to the emergency, provided such time exceeds fifteen (15) minutes, at the rate of one and one-half times (1.5x) the employee's regular rate of pay.

ARTICLE 6 – WAGES

6.1. Employees will be eligible to receive wage increases as set forth in Appendix B.

6.2. The starting rates and maximum rates for the job classifications listed in Appendix A shall be as set forth in Appendix B.

6.3. New employees shall, in general, be paid at the applicable starting rate of their respective classifications. However, the Employer has the discretion to pay a new employee at a higher rate. In making a determination to pay a new employee at a higher rate, the Employer may consider the following factors among others: previous experience, educational background, and bilingual skills, provided such factors are related to the job.

6.4. An employee who has been selected to fill a posted vacancy in a higher job classification shall receive an increase in base pay equal to or greater than (at the Employer's

discretion) the difference in starting rates between the employee's current and new job classifications as set forth in Appendix B.

6.5. Whenever an employee is assigned to work in a higher grade level on a temporary basis, that employee shall be paid the greater of: The starting rate of the new grade; or one thousand dollars ($1,000) above the employee's current rate of pay.

6.6. A bilingual employee who is fluent in a language (in addition to English) which the Agency, in its sole discretion, determines is needed to service its client population, will receive a differential of fifty dollars ($50) per pay period. Such employees may be required to use such language skills as necessary to service clients. The Agency reserves the right to require appropriate certification or documentation of an employee's language fluency.

An Intake & Referral Specialist who maintains a CIRS-A or CRS certification will receive a differential of thirty dollars ($30) per pay period.

An employee who maintains a Massachusetts Social Worker license (LMHC, LSWA, LSW, LCSW, or LICSW) will receive a differential of fifty dollars ($50) per pay period. Upon obtaining an LCSW or LICSW an employee will receive a one-time (1x) bonus of five hundred dollars ($500).

An employee who is authorized by management to serve as a mentor, in accordance with the Employer's mentoring program, to a newly-hired or transferred employee will receive a differential of two hundred dollars ($200) per pay period for the duration of the mentoring assignment, not to exceed twelve (12) weeks (or a maximum of six (6) pay periods). The duration of the mentoring assignment (up to the twelve (12)-week maximum) shall be determined by the employee's supervisor and the mentor and shall be based on the new employee's progress. All mentors must complete a "Mentorship Training Module" from the iSolved Learning Management Database which will be assigned by the Human Resources Department.

6.7. There shall be no reopener negotiations during the term of this contract, unless:

A. the Legislature enacts salary reserve legislation that would provide a greater percentage increase, taking into account fringe benefits, than the increases provided for in Appendix B, in which case the parties shall meet to negotiate over the distribution of such salary reserve to those employees affected by the reserve legislation, and/or

B. the Legislature appropriates additional funds for "Quality Care" pay increases for employees who participate in training, in which case the parties shall meet to negotiate over the distribution of such Quality Care pay increases to those employees eligible for such payments.

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

6. 9. Effective July 1, 2025, any employee who is required to carry the Protective Services beeper or other employer-designated mobile device, and to remain on-call to respond to emergency situations, will receive during the seven (7) day period of the on-call assignment two hundred dollars ($200). Effective July 1, 2026, any employee who is required to carry the Protective Services beeper or other employer-designated mobile device, and to remain on-call to respond to emergency situations, will receive during the seven (7) day period of the on-call assignment two hundred twenty-five dollars ($225).

Employees who are required to carry the Protective Services beeper or other employer-designated mobile device during a holiday recognized under the collective bargaining agreement shall receive an additional premium of seventy-five dollars ($75).

ARTICLE 7 – HOLIDAYS

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

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Presidents' Day	Indigenous Peoples' Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

If an above-noted holiday falls on a day that is not a full-time employee's regularly scheduled workday, the employee may schedule an alternative day off, with the approval of the employee's supervisor.

If an above-noted holiday falls on a Sunday, full-time employees shall be entitled to the Monday following the holiday off with pay. If an above-noted holiday falls on a Saturday, employees will be credited with one floating holiday (seven (7) hours for full-time employees; prorated for part-time) to be used on or before December 31 of that same year. Scheduling of the floating holiday shall be at the employee's convenience, subject to supervisory approval and operational consideration. Floating holidays not used by December 31 will be forfeited, and floating holidays will not be paid out upon termination of employment. At the start of each calendar year, the Employer will determine whether any holidays that year are scheduled to fall on Saturday and will credit employees with floating holidays accordingly by January 15. Any employee hired after January 15 will be credited for any holidays that fall on a Saturday after the date of hire.

7.2. Regular part-time employees shall receive prorated holiday pay on the basis of the percentage their part-time schedules bear to full-time employment.

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

7.4. In the event a holiday, set forth in Section 1 of this Article, is observed during an employee's vacation, the employee, if otherwise eligible for said holiday, shall receive his or her holiday pay and not be charged vacation time for that day.

7.5. If an employee's supervisor requires her/him to work on any of the holidays listed in Section 1 of this Article, said employee shall receive one and one-half times (1.5x) her/his regular rate of pay for each hour worked.

7.6. The Employer may choose to grant additional holiday hours at the Employer's discretion (e.g., Thanksgiving Eve, Christmas Eve).

ARTICLE 8 – VACATIONS

8.1. Vacation with pay shall be granted to all full-time employees who are covered by this Agreement as follows:

Length of Service	Accrual Rate
0 through 2 years	12.5 days
2 years + 1 day through 5 years	15 days
5 years + 1 day through 12 years	20 days
12 years + 1 day	25 days

8.2. An employee may not carry over more than ten (10) days of her/his accrued vacation leave after September 30 of each year to the next, unless the Chief Executive Officer approves of a greater amount of carry-over. An employee shall be eligible to receive compensation in exchange for all unused vacation days in excess of ten (10) days.

8.3. Upon termination of employment, employees will receive payment for all accrued, unused vacation time.

8.4. All vacations must be approved in advance by the Supervisor. The Supervisor shall take into consideration the needs of the Employer in approving vacation requests.

8. 5. All vacation requests for time off in excess of one (1) day, must be submitted on the prescribed form to the employee's Supervisor no less than ten (10) working days in advance of the first day of leave. One (1) day vacation requests must be submitted to the employee's Supervisor at least forty-eight (48) hours in advance of the leave.

8.6. Vacation with pay cannot be taken in increments greater than fifteen (15) consecutive work days, unless otherwise approved by the Chief Executive Officer or designee.

8.7. Regular part-time employees shall receive prorated paid vacations according the schedule set out in Section 1 above.

8.8. The minimum charge for vacation leave is one (1) hour.

ARTICLE 9 – SICK LEAVE

9.1. Full-time employees shall accrue Sick Leave with pay at the rate of one (1) day per month (twelve (12) days per year). Regular part-time employees shall accrue Sick Leave with pay on a prorated basis.

9.2. Full-time employees shall be entitled to accumulate sixty (60) days of unused sick leave. Regular part-time employees shall be entitled to accumulate unused sick leave on a prorated basis.

9.3. Employees shall not be entitled at any time to receive any payment whatsoever for sick leave not used.

9.4. The Employer reserves the right, as a condition to the granting of sick leave with pay, to require satisfactory medical evidence of illness, including a doctor's certificate, and may require a fitness-for-duty medical certification as a prerequisite for an employee's return from sick leave.

9.5. Sick time can be used for the employee to:

A. care for their own physical or mental illness, injury, or medical condition that requires home care or medical care;

B. care for a child, spouse, parent or parent of a spouse who is suffering from a physical or mental illness, injury, or medical condition that requires home care or medical care;

C. attend the employee's routine medical or dental appointment or the routine appointment for their child, spouse, parent or parent of spouse;

D. address the psychological, physical or legal effects of domestic violence; and/or

E. for the birth and care of a newborn child of the employee, or for placement with the employee of a son or daughter for adoption or foster care. This Section 9.5 is intended to conform to the Massachusetts' Earned Sick Time Act and applicable regulations.

9.6. Employees shall not accrue Sick Time if they are off the active payroll on any unpaid leave of absence. During the period in which an employee's coverage under the Workers' Compensation Act or PFML is being determined, an employee may use sick leave provided adequate medical evidence of the illness or injury is provided. The employee may use accrued sick time to supplement Workers' Compensation Act benefits.

9.7. Regular part-time employees covered by this Agreement are entitled to Sick Leave benefits hereunder, prorated to hours worked.

9.8. The minimum charge for sick leave will be one (1) hour.

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

ARTICLE 10 – PERSONAL LEAVE

10.1. Full-time employees shall be allowed four (4) days of Personal Leave with pay on July 1 of each year. Employees hired after July 1 shall be granted pro-rated Personal Leave. Employees who have completed five years of continuous full-time employment prior to July 1 shall be allowed five (5) days of Personal Leave.

10.2. Personal Leave shall be used for the personal affairs of the employee which cannot be conducted outside of normal working hours.

10.3. Regular part-time employees shall be eligible for Personal Leave on a prorated basis.

10.4. Personal Leave may, with the approval of the Supervisor, be combined with vacation leave or other leaves, but may not be carried over in any amount from one (1) year to another.

10.5.The minimum charge for Personal Leave is one (1) hour.

10.6. Employees who terminate their employment are not eligible for payment for unused Personal Leave.

10.7.Personal Leave must be approved in advance by the employee's unit supervisor, except in unusual circumstances.

ARTICLE 11 – BEREAVEMENT LEAVE

11.1. Full-time employees shall be eligible for bereavement time with pay, not to exceed five (5) days, in the event of the death of the employee's spouse, child (including stepchildren and foster children), legal ward, sibling, parent (including adoptive parents, foster parents, stepparents, and legal guardians), grandparent, father/mother-in-law or any person living in the same household.

11.2. At the discretion of the Chief Executive Officer, or his designee, one (1) day of bereavement leave may be granted bargaining unit employees upon the death of a close friend or relative. At the discretion of the supervisor, bargaining unit employees may be given time off to attend the funeral of a client.

11.3. Regular part-time employees are eligible for the pro-rated equivalent of the above bereavement leaves.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

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

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

12.3. Grievances shall be processed in the following manner:

Step 1: Within seven (7) working days of the event which forms the basis of the grievance, or within seven (7) working days of when the employee knew or should have known of the events which form the basis of the grievance, the employee, with or without her/his steward, shall meet with the immediate supervisor, present the supervisor with a written copy of the grievance and briefly discuss the matters outlined in the grievance. The supervisor shall respond in writing within five (5) working days of the grievance presentation.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the Program Manager within five (5) working days of the supervisor's response. The Program Manager shall respond in writing within five (5) working days of the grievance presentation.

Step 3: If the grievance is not satisfactorily resolved at Step 2, it may be submitted to the Chief Executive Officer within five (5) working days of the Step 2 response. The Chief Executive Officer or his/her designee shall then meet with the grievant's Union representative and the grievant, if the grievant so desires, within ten (10) working days of the grievance submission to discuss the matter. Following that meeting, the Chief Executive Officer or her/his designee shall respond in writing to the grievance within five (5) working days of the meeting.

12.4. If the response given pursuant to Step 3 above does not satisfactorily adjust the grievance, the grievance may be submitted, in writing, to the American Arbitration Association, within thirty (30) days of receipt of the written response given pursuant to Step 3 above.

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

12.6. Arbitration hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

12.7. The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement; nor shall the Arbitrator have power to establish or determine any new wage rate, job classification or job differential. The decision of the Arbitrator, which shall contain a full written statement of the grounds upon which the issue or issues are decided, shall be final and binding on the Union and the Employer. The Union further agrees that should any proceeding involving the subject matters of the grievance be submitted to arbitration be, at any time prior to the arbitrator's decision, submitted to or filed with or alleged in any complaint, charge or suit in any court or before any agency of the United States or any state, then such grievance, or any decision rendered thereon by the neutral arbitrator, may, at the option of the Employer, be declared null and void and of no force and effect.

12.8. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator and any other administrative expense of the proceeding shall be borne equally by the parties.

12.9. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance, except in cases of grievances arising within twenty (20) days of the initial grievance and related to the same issue.

12.10. The Union shall not be permitted to assert in arbitration any ground, or to rely on any evidence, not previously disclosed or available to the Employer.

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

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1. Employees covered by this Agreement may be disciplined or discharged for just cause. The Employer will give written notice to any employee who is so disciplined or discharged. A copy of this notice will be mailed to the Union within five (5) working days of the notice given to the employee.

13.2. The Union shall have the right, within ten (10) working days of receipt of said notice, to grieve the Employer's action at Step 3 of the Grievance Procedure as outlined in Article XII of this Agreement.

ARTICLE 14 – UNION STEWARDS

14.1. The employees in the bargaining unit may select up to four (4) Union Stewards from among bargaining unit employees. The Union will notify the Employer of the names of the Union Stewards.

14.2. The authority of the Union Stewards under this Agreement shall be limited to and shall not exceed the following:

A. Investigation and presentation of grievances in accordance with the provisions of this Agreement.

B. The transmission of messages and information which originate from the Union.

14.3. The Steward's activities are expected to be of short duration, and they shall not unduly interfere with the performance of the Stewards' work or the operation of the Employer. The Stewards must advise her/his Supervisor when they are engaging in Union activities. Only one (1) Steward is authorized to act in this capacity at a given time.

14.4. Both Stewards may meet together with the Chief Executive Officer to discuss Union business.

14.5. Stewards, Union Officers, and elected delegates of the Union may be granted a leave of absence without pay to attend meetings, conventions and Executive Board Meetings of the Union or its parent organization, provided such leave will not result in undue workload burdens on other employees. The Chief Executive Officer shall determine whether such leave can be granted.

14.6. For the purpose of discussing matters of mutual interest, safety and concern, the parties agree to establish a Labor Management Committee that will consist of no more than four (4) bargaining unit employees designated by the Union and four (4) members of management designated by the Employer. The Committee will meet at the request of either party but not more than four (4) times each year unless mutually agreed. The Committee will not meet for the purpose of collective bargaining or to discuss grievances. The party requesting the meeting must submit a written agenda no less than five (5) business days prior to the meeting. Meetings will be scheduled at a mutually convenient time; the bargaining unit members of the Committee may attend with no loss of pay.

ARTICLE 15 – VISITATION BY BUSINESS AGENTS

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

15.2. No Union business shall be conducted on the Employer's time, except for matters related to the processing of grievances; nor shall any Union meeting be conducted on the Employer's premises.

ARTICLE 16 – UNION BULLETIN BOARD

16.1. The Employer will provide the Union with bulletin board space. The exact size, type and placement of the bulletin board will be determined by the Employer, provided that the bulletin board is located in an area where employees normally receive notices. The use of that bulletin board shall be for Union business related to employees covered by this collective bargaining agreement.

16.2. The bulletin board shall not contain the promotional literature of any candidate running for public office, nor posters which indicate endorsement of a particular candidate or issue, or which advocates the election of that candidate or position.

ARTICLE 17 – NO STRIKE / NO LOCKOUT

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

17.2. The Employer shall have the right to discipline or discharge any employee or employees who urge, encourage, induce or participate in a violation of Section 1 of this Article. If such discipline or discharge is grieved, the only issue shall be the participation of the grievant in any of the activities prohibited by this Article.

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

A. Promptly upon notification of such violations, orders all of its members to cease and desist from such violations at once; and

B. Posts notice on the Union bulletin board in the Employer office that such violations are a breach of this Agreement, and orders the violations to be ended at once.

ARTICLE 18 – RESIGNATIONS

18.1. It is expected that employees shall give at least ten (10) working days' notice of his/her intent to resign.

18.2. A termination interview will be arranged between the Chief Executive Officer or his/her designee and the resigning employee.

ARTICLE 19 – LAY-OFF AND RECALL

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

19.2. Lay-offs shall be by classification as listed on Appendix A. This list may be added to or reduced as Employer needs dictate.

19.3. If the Employer determines that a layoff will occur in one of the above-referenced classifications, the layoff shall be effected as follows:

STEP 1:	Bargaining unit employees working in that classification shall be placed on a list.
STEP 2:	Staff on the list shall then be ranked in the decreasing order of their seniority.
STEP 3:	Layoffs shall occur from the bottom of the list.

19.4. Employees designated for lay-off under Section 3 above may bump:

A. The least senior bargaining unit employee in any classification where they have been employed by the Employer for at least three (3) months; or

B. The least senior bargaining unit employee in any classification whose duties are encompassed in the job of the employee designated for lay-off.

19.5. The bumping employee's new salary shall be at the step in the new position commensurate with years of service with the Employer.

19.6. In the event an employee is to be laid off under this Article, said employee shall be entitled to a lay-off notice four (4) weeks in advance of the date of lay-off. Each employee to be laid off shall receive two (2) weeks' administrative leave with pay. The Employer, as its option, may pay four (4) weeks administrative pay in lieu of a required lay-off notice.

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

19.8. In the event of a lay-off, an employee may continue to participate in the Employer's health plan according to the provisions of COBRA, or until the employee retains other health coverage, whichever is sooner, if the employee pays one hundred percent (100%) of the premium.

19.9. Seniority shall be defined as the length of continuous service an employee has with Employer, regardless of whether such service is part-time or full-time. Seniority shall not be broken when an employee is on an authorized leave recognized under this Agreement.

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

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

ARTICLE 20 – UNPAID LEAVES OF ABSENCE

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

20.2. Except in the case of an emergency, employees must request an unpaid leave of absence at least three (3) months before the requested start date of said leave.

20.3. When approved, unpaid leaves of absence will be granted for a specific period of time, up to six (6) months duration.

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

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

20.6. An employee who is unable to report for work because of arrest and incarceration shall be placed on unpaid leave of absence which shall continue until final disposition of the charges. If the employee is freed on bail, resumption of active employment pending disposition of the charges will be determined after consultation among the employee's department head, the Human Resources Director and the Chief Executive Officer to determine whether employment would be consistent with the safe and efficient operation of the Employer's business. During any leave granted under this section, the employee must provide regular updates and documentation to the Employer and promptly respond to Employer requests for information.

ARTICLE 21 – PAID FAMILY MEDICAL LEAVE

21.1. During a "benefit year," an eligible employee is entitled to a paid family or medical leave (PFML) in accordance with Massachusetts law as follows:

- up to twelve (12) weeks of paid family leave to care for or bond with a newborn or newly placed adopted or foster child.

- up to twelve (12) weeks of paid family leave to manage family affairs when a family member is on or has been called to active duty in the armed forces.

- up to twelve (12) weeks of paid family leave to care for a family member with a serious health condition.

- up to twenty (20) weeks of paid medical leave to manage an employee's own serious health condition.

- up to twenty-six (26) weeks of paid family leave to care for a family member undergoing medical treatment or with a serious health condition relating to the family member's military service.

21.2. PFML leave will be limited to a combined maximum family and medical leave of twenty-six (26) weeks per year.

21.3. PFML is not paid by the Employer, but by the Massachusetts Department of Family and Medical Leave. The employee must apply to the Department in order to receive such benefits. The PFML benefit is calculated as a percentage of the employee's pay up to a maximum, according to the law.

21.4. The first seven (7) days of leave taken under the PFML is unpaid; the employee may choose to use accrued paid time off during this time.

21.5. Outside of the seven (7)-day waiting period described in Section 21.4, employees may choose to use accrued paid time in lieu of receiving PFML benefits from the Commonwealth, with the same job protection. Under the law, employees are not eligible to receive PFML benefits and use accrued paid time at the same time. However, if an employee chooses to use accrued paid time instead of receiving PFML benefits for a qualified reason, such use will reduce the employee's available leave allotment under the PFML.

21.6. A "benefit year" for each employee begins the Sunday immediately preceding the first day that the employee begins to take job-protected medical or family leave and runs for fifty-two (52) weeks.

21.7. An employee must provide thirty (30) days' notice to the Employer of the employee's need for medical leave or family leave, or as soon as is practicable if a delay is beyond the employee's control. The employee must notify the Employer of the employee's need for leave prior to applying for PFML benefits with the Massachusetts' Department of Family and Medical Leave and complete any necessary forms with the Human Resources department. The

employee must provide a written statement of the employee's intention to return to work following such leave.

21.8. Health insurance benefits will continue to be provided during the paid leave under this policy at the same rate as in effect before the leave was taken regardless of the length of service. The employee will be responsible for remitting the employee's share of the premium.

21.9. An employee returning to work from PFML leave is entitled to return to the same or equivalent job with no loss of service or other rights or privileges. However, if similarly situated employees have been laid off because of economic conditions or other operating changes affecting employment during the leave, the employee may not be eligible for reinstatement to your prior position. The Employer will not retaliate against any employee for requesting or taking leave under for a qualified reason under the PFML.

21.10. An employee who has been on PFML leave due to the employee's own serious health condition must provide fitness-for-duty certification from the employee's health care provider indicating that the employee is able to resume work.

21.11. Where applicable, leave taken under this policy will run concurrently with an employee's entitlements under the Family and Medical Leave Act, the Massachusetts Parental Leave Act, the PFML, or other similar state law, and will reduce the employee's leave allotment under those laws. This Article 21 is intended to conform to and be interpreted strictly in accordance with the Massachusetts Paid Family Leave Law, MGL ch. 175, and applicable regulations issued by the Massachusetts Department of Family and Medical Leave.

ARTICLE 22 – CIVIC DUTY LEAVE

22.1. 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 Employer, less any meal or travel allowance. An employee should notify her/his supervisor, in writing, when the employee is summoned for jury duty.

22.2. 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 who completes jury duty prior to the halfway mark of her/his shift, shall report to work immediately after the completion of such jury duty, or forfeit leave with pay for that day.

22.3. Leave with pay will be granted when an employee is under subpoena or court order for court attendance, provided:

A. The employee or the employee's relatives do not have a personal interest in the case; or

B. The case is not one in which the interests of the employee or her/his representative are adverse to those of the Employer; and

C. The employee notifies her/his supervisor in writing when the employee is summoned for attendance in court under the subpoena or court order.

ARTICLE 23 – HYBRID WORK FORCE

23.1. It is expected that certain bargaining unit positions may be performed from a combination of sites – an OCES office, an approved offsite location (Meal or Housing Site), or a private residence. Not all positions may be performed remotely.

23.2. The Employer will determine the amount of time that must be worked in-office or at each approved offsite location for each particular position. The amount of in-office and offsite time required may be adjusted by the Employer at any time based upon the needs of the Employer or upon request by an employee, or as a result of a particular employee's work performance or conduct. The Employer will determine and assign a "home-base" location to each position and employee.

23.3. Employees who are assigned to work remotely may do so only during their regularly scheduled work hours, and must account for all time worked.

23.4. Employees must:

- be accessible and productive during their scheduled work hours;
- keep their office status and calendars up to date;
- report to the office or offsite location as needed and as directed by their supervisor or the Employer; and
- sign-off and comply with the Employer's Hybrid Workforce Protocol.

23.5.

A. The Employer shall not implement any changes to an employee's assigned hybrid work schedule, home-base location, or remote work eligibility without providing at least fourteen (14) calendar days' notice to the affected employee and the Union, except in cases of emergency or by mutual agreement.

B. The Employer shall ensure that bargaining unit employees working remotely receive equitable access to equipment, training, and support necessary to perform their duties.

C. Hybrid work arrangements shall not be used to undermine or circumvent bargaining unit work or to eliminate positions covered under this Agreement.

ARTICLE 24 – FLEXIBLE WORK SCHEDULES

24.1. The Employer and the Union recognize that flexible work schedules are an acceptable means of addressing the concerns of all employees within the bargaining unit. Any employee who wishes to adopt a flexible schedule shall bring such a request to the attention of the CEO or designee, who shall take such a request into consideration when planning an

employee's work schedule. Four (4)-day work weeks will be allowed. A flexible schedule may include a one-half (0.5) hour lunch period.

24.2. In order to continue with a flexible schedule, the employee must continue to meet performance expectations. Any flexible schedule may be suspended or terminated depending upon the needs of the department or Employer, or as a result of the employee's job performance or conduct. The Employer shall give an employee fourteen (14) calendar days' notice of proposed changes to his or her work schedule.

24.3. Certain OCES positions require a 9:00 AM to 5:00 PM Monday through Friday work schedule and this is clearly communicated when the job is offered.

ARTICLE 25 – JOB DESCRIPTIONS

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

25.2. The Employer hereby agrees, insofar as possible, to advise employees of any changes in their job duties, prior to the effective date of said changes.

If the Union Steward/Representative wishes to discuss said changes, a meeting for such purpose will be arranged between the Steward/Representative and Chief Executive Officer as soon as possible. However, under no circumstances will the Employer delay implementation of such changes as a result of the Union Steward requesting such a meeting.

25.3. A complete set of job descriptions shall be on file with the Employer and shall be available for examination.

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

ARTICLE 26 – POSTING FOR JOB VACANCIES

26.1. When a vacancy occurs in any bargaining unit position, and management determines that it wishes to fill said vacancy, a notice shall be posted by HR setting forth the title of the position to be filled, pay grade level, the qualifications involved, and the hours and days of work required. The notice shall be posted for a period of six (6) work days. The Employer may also advertise for such vacancy during this period of time.

26.2. In order to apply for a posted vacancy, an employee must fill out the appropriate application form and submit the application to the HR Department within the prescribed time period.

26.3. Within two (2) weeks from the date the posting has been taken down, the Employer shall determine whether any of the in-house applicants are qualified to fill the posted position. If it determines that none are qualified, it shall hire for the posted position from outside the Employer.

26.4.If two (2) or more candidates are, in management's judgment, equally qualified for the posted position, the most senior employee shall be assigned to the posted position.

26.5. The Employer shall be the sole judge of qualifications, provided such judgment is not exercised in an arbitrary or capricious manner.

26.6. An employee filling a posted vacancy shall be given a three (3) month probationary period in which to demonstrate her/his ability to perform the requirements of the posted position. If she/he has not performed the job in a satisfactory manner during this trial period, the employee may be:

A. Given a second trial period; or

B. Returned to her/his former position if a vacancy exists there; or

C. Laid off and placed on a recall list for twelve (12) months, eligible for vacancies which arise in her/his former position. The discharge of an employee during, or at the end of any trial period, shall be subject to the grievance and/or arbitration procedures provided for in Article XII of this Agreement.

26.7. Within fifteen (15) calendar days of when an employee first begins to fill a posted vacancy, the employee may elect to return to her/his previous position at the Employer. Thereafter, the employee has no automatic right to return to her/his previous position. If a vacancy occurs in said position under the provisions of Section 1 of this Article, the employee may apply for the position and will be considered for the position under the provisions of Sections 3 and 4 of this Article. An employee who retreats to a previously held lower-rated classification, or who successfully bids into a lower-rated classification, shall not be eligible to return to the higher classification or to be considered for a promotion for a period of six (6) months from the date the employee moves to the lower-rated classification.

ARTICLE 27 – EVALUATIONS / PERSONNEL FILES

27.1. The Agency will maintain and provide access to personnel files in accordance with M.G.L. ch. 149, sec. 52C.

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

ARTICLE 28 – HEALTH, SAFETY AND WORKING CONDITIONS

28.1. The Employer agrees to provide a safe and healthy work environment for all of its employees. If an employee believes that an unsafe or unhealthy environment exists, she/he shall bring such condition to the attention of her/his supervisor.

28.2. If the matter is not resolved at the supervisory level, it may be brought to the attention of the Chief Executive Officer. The Union may request that a meeting be held regarding the condition, involving the Chief Executive Officer, the Union Representative, and the Union Steward.

28.3. A final resolution of the issue will be made by the Chief Executive Officer within ten (10) working days of the meeting in Section 2 above. In no instance will the matter be resolved through the grievance and arbitration procedures.

28.4. When the Employer anticipates that it shall change the work location of any bargaining unit employee, the Employer will notify the employees where work locations will be affected, and seek their input prior to the implementation of any changes in work location.

ARTICLE 29 – MISCELLANEOUS PROVISIONS

29.1. Employees, whose use of their own cars for Employer business has been approved by the Chief Executive Officer, shall be reimbursed for mileage at the IRS rate in effect at the time. When calculating mileage for reimbursement, only those miles beyond the employee's normal commute to/from the office should be submitted.

29.2. When an employee uses other forms of transportation to meet the requirements of her/his job assignment, she/he will be reimbursed for the actual costs of said transportation, provided the employee has received prior approval for such costs from her/his immediate supervisor.

29.3. Travel sheets shall be submitted within thirty (30) days of the date of travel. Travel will be reimbursed in the payroll period following the period in which in the travel sheets are received.

29.4. The Employer shall reimburse employees who use their own home telephone or personal cellular phone for Employer business, when preauthorized use by their supervisor exists and documented evidence in the form of bills is presented.

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

29.6. Employees who attend an offsite day-long workshop on job-related issues will be given fifteen dollars ($15) per day for meals if they are not included in the cost of the workshop.

29.7. No employee shall serve on the Board of Directors of Old Colony Elder Services, Inc.

29.8. Employees may not accept gifts or gratuities from their clients or from vendors doing business with the Employer.

29.9. No employee covered by this Agreement may participate in any business for remuneration, other than that of the Employer, if such work interferes with the normal performance of the work of such employee.

29.10. The offices of the Employer are not to be used for any type of activity which is not associated with the functions or interests of the Employer. Use of the Employer's offices for the private practice of a staff member is strictly prohibited.

29.11. The Employer will reimburse employees for Application, License, and Renewal fees associated with obtaining and maintaining valid Massachusetts Social Worker licenses (LMHC, LSWA, LSW, LCSW, or LICSW), or CIRS-A or CRS certification during the term of this Agreement. The Employer will require appropriate documentation as a condition of

reimbursement and will not reimburse Application or License fees where the application was unsuccessful for any reason.

29.12. Employees who are authorized to, and use, their personal cellphones with an Employer-authorized mobile app will receive a reimbursement of twenty dollars ($20) per pay period for their cell phone usage.

ARTICLE 30 – NON-DISCRIMINATION

30.1. Neither the Employer nor the Union will discriminate against any employee in applying any of the terms of this Agreement because of race, color, religious creed, national origin, sex, age, handicap, sexual orientation, or Union activity; unless such discrimination is based upon a bona fide occupational qualification, or is done pursuant to the provisions of Article 21 of this Agreement.

30.2. The Employer and the Union agree that no employee shall be subjected to sexual harassment, as that term is defined in Mass. Gen. L. c. 151B, § 1(18). Any employee who sexually harasses another employee shall be subject to discipline up to and including discharge.

30.3. The Employer may from time-to-time schedule workshops on racism or other form of discrimination. These workshops will be conducted during normal work hours. Employees attending such workshops will be paid their normal rate during their attendance.

30.4. In the administration of this Agreement, the Employer and the Union will provide reasonable accommodation to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the Employer in accordance with its interpretation of the requirements of the Americans with Disabilities Act, Title VII of the 1964 Civil Rights Act, M.G.L. ch. 151B, and any other applicable laws, even if such accommodations may be in conflict with another provision of this Agreement. Prior to making any accommodation that would conflict with the provisions of

this Agreement, the Employer will notify the Union of such accommodation and discuss same with the Union upon request; provided that the Employer shall make the final determination whether such accommodation shall be implemented if the Union does not agree to the accommodation.

ARTICLE 31 – INSURANCE BENEFITS

31.1. The Employer hereby agrees to continue its Term Life Insurance Plan, for all eligible employees at the same contributing rates as presently exist. The terms of said Plan are not incorporated herein by reference.

31.2. The Employer hereby agrees to provide an employer-sponsored medical insurance plan and group dental insurance plan for all employees working a minimum of 30 hours per week.

A. The Employer's adoption of a health insurance model shall not significantly diminish the quality, affordability, or accessibility of health care benefits available to bargaining unit employees.

B. From July 1, 2025 until December 31, 2025, the Employer agrees to fund no less than seventy-seven percent (77%) of the actual monthly premium of the designated benchmark medical plan, but not more than the cost of an employee's actual coverage. From July 1, 2025 until December 31, 2025, the Employer agrees to fund no less than seventy-seven percent (77%) of the actual monthly premium of the dental plan. The Employer agrees that it will not contribute less toward the premiums for Union employees than it does for non-Union employees for the same coverage under the same medical and dental plans.

C. Effective January 1, 2026, the Employer agrees to fund no less than eighty-three percent (83%) of the actual monthly premium of the designated benchmark medical plan, but not more than the cost of an employee's actual coverage.

Effective January 1, 2026, the Employer agrees to fund no less than eighty-three percent (83%) of the actual monthly premium of the dental plan. The Employer agrees that it will not contribute less toward the premiums for Union employees than it does for non-Union employees for the same coverage under the same medical and dental plans.

D. Currently the designated benchmark medical plan is HPHC HMO 3500 – Flex (201401) – 2025. The Employer shall notify the Union as soon as practicable of any proposed changes to the benchmark plan. Upon request, the parties shall meet to review and bargain with respect to the proposed changes.

E. Employees shall retain full discretion in selecting eligible health plans in accordance with plan rules, without coercion or undue influence by vendors or consultants.

F. The Employer and the Union agree to convene the Labor Management Committee within sixty (60) days of ratification of this Agreement, and at least annually thereafter, to review: health-plan administration performance, plan accessibility, premium affordability, and pharmacy coverage issues. Any agreements reached at such meetings by the Employer and Union will be reduced to written Memoranda of Agreement.

31.3. From July 1, 2025 through December 31, 2025, the sequence of the deductibles under the Employer's medical insurance plan shall be as follows:

- For individual coverage – five hundred dollars ($500) employer, five hundred dollars ($500) employee, one thousand dollars ($1,000) employer, one thousand dollars ($1,000) employee.

- For family coverage – one thousand dollars ($1,000) employer, one thousand dollars ($1,000) employee, two thousand dollars ($2,000) employer, two thousand dollars ($2,000) employee.

Effective January 1, 2026, the Employer will no longer contribute toward deductibles and the Employer's HRA plan will be discontinued.

31.4. The Employer agrees to maintain its retirement plans for all eligible employees. The Employer agrees to make the same contribution for Union employees, on a percentage basis, that it makes for non-Union employees. The Employer may contribute to a different retirement plan if the Union approves of the new Plan. All new employees shall receive clear and accessible information about the retirement benefits offered by the Employer. In addition, employees who have completed one (1) year of service shall receive annual notifications regarding their retirement benefits.

31.5. The Employer hereby agrees to provide a Long-term Disability Plan for all employees working a minimum of thirty (30) hours per week, with the Employer paying one hundred percent (100%) of the premium costs of said plan. The terms of this Plan are not incorporated herein by reference.

31.6. The Employer shall have the exclusive right to change all of the above Plans or the Insurance carriers if such changes would provide substantially the same level of benefits. The Employer agrees to provide the Union with as much advance notice as is practicable of any proposed changes in these Plans, and to meet with the Union to discuss and to engage in good faith bargaining with respect to said changes if so requested.

31.7. In the event that the Commonwealth of Massachusetts makes available to the Employer a group health or dental insurance program, the parties agree to meet to discuss and study the implications of such a program for the Employer. Neither the Employer nor the Union, however, shall be obligated to agree to any change as a result of such discussions.

ARTICLE 32 – WORKLOADS

32.1. The Employer will maintain workloads consistent with AGE regulation, taking into consideration funding, hiring, and other constraints imposed by AGE.

32.2. To the extent that it is reasonable and practical, the Employer intends to fill all permanent vacancies as quickly as possible. Pursuant to that end, the Employer will post for vacancies and advertise as soon as it receives notification that an employee is terminating employment with the Employer.

32.3. It is understood that when vacancies due to certain leaves recognized under this Agreement occur, the Employer may assign cases to any other employee it feels is qualified to handle the assignment. This may cause increases in workloads. Such increases are not subject to the grievance and arbitration procedure.

32.4. Cases which are not counted under AGE guidelines shall be distributed among staff in an equitable manner, and shall not be included in the definition of "workload" under Section 1 above.

32.5. State Home Care (SHC) cases shall be assigned to case managers according to the following procedure:

A. The case shall first be assigned to one of the supervisory units, with the intent of equalizing the number of cases per supervisory unit where possible;

B. The supervisor in each unit shall then distribute the SHC cases in as equitable a manner as is reasonably possible;

C. In assigning SHC cases to case managers the supervisors shall take into consideration the current respite care caseload of each case manager, and the geographic area covered by the case manager.

32.6. In the event an employee believes that his/her workload is unmanageable, at the request of the Union the employee and his/her union steward shall meet with the employee's department manager and supervisor to discuss possible solutions.

32.7. The Employer will make available to bargaining unit employees workload data in the form in which it is maintained by the Employer, but without identifying individual employees.

Employer will share with PSWs ongoing PSW caseload data in the form in which it is maintained by the Employer, without identifying individual PSWs.

32.8. If illness or a change in personal circumstances have contributed to a Case Manager getting temporarily behind in his/her work, due consideration shall be given for the illness or personal circumstances in assignment of work, provided the employee has given timely notice to Human Resources of the existence of the illness or personal circumstances.

ARTICLE 33 – SEPARABILITY

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

ARTICLE 34 – DURATION AND RENEWAL

This Agreement shall become effective on July 1, 2025 and shall remain in full force and effect until June 30, 2028; and shall automatically be renewed from year to year thereafter, unless written notice is given by either party to the other at least ninety (90) days prior to the expiration date, that termination or modification of this Agreement is desired. If the parties are unable to agree upon the proposed modification during this period, the Agreement shall terminate on its expiration date unless the Agreement is extended by mutual consent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2025.

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

By _____

OLD COLONY ELDER SERVICES, INC.

By Nicole M. Long 8/21/2025

APPENDIX A

Classifications

A. Meals Care Manager

B. Intake & Referral Specialist
Options/CSSM Counselor
Consumer Benefits Specialist

C. Care Manager
Geriatric Support Services Coordinator

D. Protective Services Worker

APPENDIX B

1. (a) Effective July 1, 2025, each employee on the active payroll as of that date shall receive an increase to his or her base wage equal to 5.5% of his or her June 30, 2025 base wage.

(b) Effective July 1, 2026, each employee on the active payroll as of that date shall receive an increase to his or her base wage equal to three and a half percent (3.5%) of his or her June 30, 2026 base wage.

(c) Effective July 1, 2027, each employee on the active payroll as of that date shall receive an increase to his or her base wage equal to 3% of his or her June 30, 2027 base wage.

2. The starting rates for the job classifications listed in Appendix A shall be:

	7/1/2025	7/1/2026	7/1/2027
A.	$22.23	$22.57	$22.90
B.	$25.03	$25.41	$25.79
C.	$26.29	$26.69	$27.09
D.	$31.30	$31.77	$32.24

3. Should the applicable anniversary of an employees' continuous employment with the Agency occur during the term of this Agreement, the employee shall receive a lump-sum bonus, less required withholding and deductions, in accordance with the following:

5th anniversary	$150	25th anniversary	$550
10th anniversary	$200	30th anniversary	$650
15th anniversary	$250	35th anniversary	$750
20th anniversary	$300	40th anniversary	$850

7359663.2

Memorandum of Agreement

This Memorandum of Agreement is made by and between Old Colony Elder Services, Inc. ("OCES") and Local 509, Service Employees International Union (the "Union").

Within 30 days of ratification of the 2025-2028 CBA, OCES and the Union shall convene a meeting of the Joint Labor Management Committee ("JLMC") to review and evaluate the procedures and standards for assigning cases in the Home Care department. The JLMC may designate a special committee comprised of case managers, supervisors, and managers from the Home Care department to analyze the information and submit their findings and recommendations to the JLMC.

OLD COLONY ELDER SERVICES, INC.

By Nicole M. Long 8/21/2025
Date

LOCAL #509, SERVICE EMPLOYEES INTERNATIONAL UNION

By 8/20/2025
Date

7338251.1

Memorandum of Agreement

This Memorandum of Agreement is made by and between Old Colony Elder Services, Inc. ("OCES") and Local 509, Service Employees International Union (the "Union"), in connection with their execution of a new Collective Bargaining Agreement effective from July 1, 2025 until June 30, 2028 (the "2025-2028 CBA").

OCES and the Union hereby agree:

- All Protective Service Workers on the OCES payroll as of the date of ratification of the 2025-2028 CBA shall receive a retroactive pay increase of 5% as of July 1, 2024.
- In connection with the reclassification of the Care Manager position from Classification B to Classification C in Appendix A of the 2025-2028 CBA, all Home Care Care Managers on the OCES payroll as of the date of ratification of the 2025-2028 CBA shall receive a wage increase of 5% effective 11:59pm on June 30, 2025 (immediately prior to implementation of the 5.5% wage increase scheduled for July 1, 2025 as set forth in Section 1(a) of Appendix B in the 2025-2028 CBA).
- All employees on the OCES payroll as of the date of ratification of the 2025-2028 CBA working in job Classifications A, B, and C (as set forth in Appendix A of the 2025-2028 CBA) shall receive a one-time lump sum Signing Bonus in an amount equal to 5% of the employee's gross wages earned in FY 2025.

OLD COLONY ELDER SERVICES, INC.

By Nicole M. Long 8/21/2025
Date

LOCAL #509, SERVICE EMPLOYEES INTERNATIONAL UNION

By 8/20/2025
Date

7361743.1