COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HIGHLAND VALLEY ELDER SERVICES

and

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION,

AFL-CIO, CLC

July 1, 2026– June 30, 2028

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PREAMBLE

This collective bargaining Agreement is made and entered into as of this first day of July 1, 2026, by and between the Highland Valley Elder Services, Inc. (hereinafter referred to as the "Employer"), and Local 509, Service Employees International Union (hereinafter referred to as the "Union").

UNIT

All full-time and regular part-time Case Managers, Home Care Resource Specialist, Protective Service Workers, Social Workers, and Nurses.

PURPOSE

The purpose of this Agreement is to promote good relations between the Employer and the Union, and the employees represented by the Union. It is the intent of both the Employer and the Union to work together to establish and maintain mutually-satisfactory terms and conditions of employment and to promote an atmosphere of dignity and respect at the agency. Both the Employer and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of this Agreement.

ARTICLE I – RECOGNITION

Section 1.
The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time employees, pursuant to the certifications by the State Labor Relations Commission on November 22, 1985, and as amended by mutual agreement of the parties and approved by the Commission.

Section 2.
Those in the unit will be recognized by the Employer as professionals in their responsibilities and job performance.

Section 3.
Unless otherwise indicated by the context, the term "employee" shall refer to any employee who is covered by this Agreement.

The term "part-time employee" shall refer to any employee who is regularly scheduled to work less than twenty-five (25) hours per week.

Section 4.
The provisions of this agreement shall be binding upon the Employer and its successors and assigns; and all of the terms and obligations herein contained shall

not be affected or changed in any respect by the consolidation, merger, transfer, or assignment of the Employer of any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Employer.

ARTICLE II – UNION MEMBERSHIP AND DUES

Section 1.
As a condition of employment, employees shall, within thirty (30) days of the date of this Agreement or within thirty (30) days after the date of hire, either:

A. Acquire and maintain membership in the Union in good standing; or

B. Tender to the Union a service fee in an amount determined by the Union in accordance with all applicable laws and regulations.

Section 2.
The Employer agrees to deduct from the pay of each Union member of the bargaining unit covered by this Agreement, who individually and voluntarily authorizes the Employer to do so, all regular Union dues and/or service fees (but not initiation fees, fines or other assessments) required as a condition of maintaining membership in the Union, by signing the proper forms. The amount of weekly Union dues or service fees to be deducted shall be certified in writing by an official of the Union.

The deductions to be made bi-monthly for dues, together with the names of the persons from whom such deductions were made and the amount of the dues, are to be remitted each calendar month without exception.

Section 3.
The Employer shall advise all new employees in the bargaining unit, at the time of hire, that the Union is their collective bargaining representative. The Union will introduce new employees to their Union Stewards as soon as possible after the date of hire. The Employer shall notify the Union each month of the names of newly hired employees, their address, date of hire, job title, hours per week, base wages.

Section 4.
An employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, which historically held 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; provided, however, that such employee shall, as a condition of their employment, in lieu of the payment of periodic dues and/or service fees to the

Union, pay sums equal to such dues and initiation fees to any non-religious charitable fund, which is exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code.

Section 5.
An employee may consent in writing to the authorization of a deduction of a Political Education Fund Fee from their wages. Such consent shall be in the form acceptable to the Union and the Employer, and shall bear the signature of the employee. An employee may withdraw their Political Education Fund authorization by giving at least sixty (60) days notice in writing to their Fiscal Manager and to the Union. The Employer shall deduct such Political Education Fund fee from the pay of employees who request such deductions and shall transmit deductions to the Treasurer of the Union together with a list of employees whose Political Fund fees are transmitted.

ARTICLE III – UNION BUSINESS

Section 1.
The Employer agrees that any member of the Union selected as an officer or stewards shall be permitted to have reasonable time off, with pay, for the presentation of grievances in grievance meetings, set forth in Article 19. The Union shall provide the Employer with a written list of such officers and/or union stewards.

Section 2.
The Employer will permit the Union to post notices, pertaining to meetings and other Union matters, on Union bulletin boards. Such bulletin boards will be located in an area where employees normally receive notices.

Section 3.
Upon request of the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union.

Section 4.
Time off shall be granted to two (2) members of the bargaining unit, without loss of wages or benefits, for attendance at negotiating sessions. Time off shall be granted for up to two (2) additional members of the bargaining unit, with loss of pay, but without loss of benefits, for attendance at negotiating sessions. Time off shall be recorded as leave without pay.

Section 5.
Union staff representatives shall be permitted access to the premises of the Employer for the purpose of conducting Union business, upon a twenty-four (24) hour notice to the Employer of their intent.

Section 6.
Whenever a Union member is to participate in Union business during the employee's working hours, the immediate supervisor must be notified in advance of the employee leaving the job.

Section 7.
When a union steward is conducting union business per sections above, and the work is unpaid by the agency, union stewards may continue to accrue benefits up to a communal total of fifteen (15) days per year (July 01-June 30/seven and one half (7.5) hour days). Usage is on a first come first serve basis until it has been exhausted.

Section 8.
One Union Steward will be afforded one half hour (0.5) of paid time to provide newly hired bargaining unit employees a union orientation immediately following the agency's monthly orientation for new employees. New employees who miss this union orientation will be permitted to attend the following months meeting. The union orientation will be separately scheduled by the union steward sometime between 3:30-5pm on New Hire Orientation Day each month. If there are no new union members attending New Hire Orientation, the union steward does not get this time allotted to other union business.

ARTICLE IV – NON-DISCRIMINATION

The Union and Employer agree not to discriminate against employees covered by this Agreement on the basis of race, religion, sexual preference, creed, color, national origin, sex, age or handicap, with respect to employment, promotion, wages or other conditions of employment. Sexual Harassment is a form of sex discrimination. (See the attached December 18, 1997 memo for a further definition of sexual harassment.) Both parties agree to follow the provisions of the Highland Valley Elder Services, Inc. Affirmative Action Plan, the American Disabilities Act, and the provisions under M.G.L. 150-E as amended.

ARTICLE V – WORK WEEK AND FLEXIBLE HOURS

Although the official work day is 9:00 a.m. to 5:00 p.m., arrangements can be made between employees and immediate supervisors for individuals to carry out their duties within a broader time-frame. Within a thirty-seven and one-half (37.5) hour work week requirement, flexible hours, as agreed to between an employee and their supervisor, shall be equally available to employees; provided that such flexible hours do not interfere with the proper functioning of said employees' duties, office or department. Flexible hours shall not be unreasonably denied.

The work of the agency may from time to time require professional employees to be available beyond the thirty-seven and one-half (37.5) hour per week requirement. Such employees will not be eligible for overtime pay for work that exceeds the normal thirty-seven and one-half (37.5) hours per week level; however, it is understood between the parties that under the circumstances, the employee and their supervisor may address this issue by utilizing a flexible hours schedule in an attempt to average the work week, so as to equalize the thirty-seven and one-half (37.5) hours per week level within any given pay period or the pay period immediately following when allowable by law.

ARTICLE VI – BENEFITS

Preamble.
Highland Valley Elder Services shall maintain in full force and effect all fringe benefits plans which are now provided to all employees of H.V.E.S., with the intent of maintaining maximum employee benefits within available resources.

Section 1.
Highland Valley Elder Services will pay a portion of the individual, double, or family health insurance premium for each full-time employee, plus a portion of dental insurance, subject to deductibles and fees; and shall pay two-thirds (2/3), pro-rated, of the total for part-time employees in the health plan, with co-payment paid by employees, subject to deductibles and fees.

Section 2.
The Employer shall provide a dental plan and a life insurance plan (at the value of the eligible employees' annual salary, with a maximum of fifty thousand dollars ($50,000.00)) for full-time employees, with co-payment paid by employees.

Employees shall pay the employee portion allowable by law for the Massachusetts Paid Family Leave.

Employees on paid MA PFML will not accrue vacation or personal time for hours spent on leave, but will maintain sick time accruals. Employees who are currently (as of 7/9/26) on a PFML leave or have a leave scheduled by ratification date (tentative date of 7/14/26) will maintain their current accruals of all while on leave.

Section 3.
In the event an employee sustains an occupational injury which results in loss of time from work, Workers' Compensation benefits will be payable to the employee for the duration of the disability. Immediately upon learning of the injury, the Employer shall fully inform the employee of their rights under Workers' Compensation Laws. The employee shall continue to accrue seniority, and any applicable benefits including regular pay increases as provided by this Agreement,

during such disability. Employees will notify the Employer as soon as possible about any occupational injury requiring potential medical care.

Section 4.
The retirement plan will continue to be available to bargaining unit employees.

ARTICLE VII – EMPLOYEE EXPENSES

Section 1.
Employees who are required to use their own personal vehicles on agency business shall be reimbursed at the rate established by the Internal Revenue Service (IRS), per mile.

Section 2.
Employees approved to transport consumers for agency business using public transportation or cabs shall be reimbursed the actual cost of such transportation. Employees shall be reimbursed for all parking costs when conducting agency business upon provision of a receipt.

Section 3.
Expenses incurred for emergency telephone calls on behalf of service participants are reimbursable by the Employer.

Section 4.
The Employer will supply business insurance to each employee who must use their car for agency business. This is meant to supplement their normal insurance. Such insurance will include limits of five hundred thousand dollars ($500,000.00) per person in an accident, with five hundred thousand dollars ($500,000.00) coverage limit for all in the same accident, and one hundred thousand dollars ($100,000.00) for property damage.

Section 5.
All expenses shall be paid once each calendar month, within fourteen (14) days of submission.

ARTICLE VIII – SALARIES

Section 1.
Effective 7/1/26 all bargaining unit employees will receive a base wage increase of one dollar ($1.00).

Effective 7/1/27 all bargaining unit employees will receive a base wage increase of one dollar ($1.00).

One Time (1x): one thousand dollars ($1,000.00) minimum bonus to be paid out by the end of July 2026 at successful completion of contract negotiations.

These increases shall exclude any Salary Reserve, or Quality Care Fund that is approved by the Legislature. In addition, all employees shall receive any funds made available to other employees without regard to classification and/or position.

Section 2.
Employees shall receive a paycheck, minus deductions, every other Friday.

Section 3.
The parties recognize the influence of the Executive Office of Aging and Independence (A.G.E.) over availability of salary funds.

Section 4.
Salaries for all positions, for each applicable fiscal year, are incorporated into this Agreement and will not be down-graded during the life of the Agreement, assuming availability of funds from E.O.E.A.

Section 5.
In any case where E.O.E.A. or the Commonwealth provides funds for salary improvements, or any other economic improvements for employees, the Union will be afforded the opportunity to bargain over such improvements.

Section 6.
Employees who are required to be on call will be paid two hundred and fifty dollars ($250.00) a week. Payment shall be three hundred dollars ($300.00) for major holiday weeks (Thanksgiving, Christmas and New Year's Day) and two hundred and sixty dollars ($260.00) on all other paid holiday weeks. Should an employee be called off on-call duty to perform work in excess of one half (0.5) hour, such employee in addition to their on-call pay earn flex-time at rate of time and one-half. These hours will be in accordance with Article V.

Section 7.
The starting salary rates, effective 7/1/26 shall be:

Case Manager:	$24.75/hr
Home Care Resource Specialist:	$24.00/hr
Protective Services:	$26.00/hr

Nurse:	$35.75/hr

The starting salary rates, effective 7/1/27 shall be:

Case Manager:	$25.50/hr
Home Care Resource Specialist:	$24.75/hr
Protective Services:	$26.75/hr
Nurse:	$36.50/hr

Section 8:
Bilingual members may provide translating services upon request in fifteen (15) minute increments when deemed necessary for agency purposes. Verified bilingual members shall be provided a stipend of two dollars and fifty cents ($2.50) per fifteen (15) minute intervals for the time frame the additional language was used. Translation is voluntary and is on an “as needed” basis, with prior approval by a supervisor or manager. The Agency shall require testing of bilingual ability by an outside company, paid for by the agency and completed on company time. Employees must be past their probationary period to be eligible to be tested for the bilingual distinction.

ARTICLE IX – EMPLOYEE LIABILITY

The Employer will supply professional liability insurance to protect employees against liability arising out of their employment.

ARTICLE X – HOLIDAYS

Section 1.

All employees are entitled to eleven (11) holidays and six (6) personal days as listed below. Personal time shall accrue at a rate of 1.73 hours per pay period and may be used as it is earned. Personal time may be rolled over to the next calendar year but shall cease to accrue once a maximum accrual of seven and one half (7.5) days is reached. Use of personal time requires prior supervisory approval, ideally by the day before it’s used; approval shall not be unreasonably denied. Personal Time is not paid out upon separation of employment.

New Year's Day	Labor Day
Martin Luther King Day	Indigenous Peoples Day
Presidents' Day	Veterans' Day

Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	Six (6) Personal Days

Section 2.
If an employee is unable to take a holiday due to HVES direction and need, the employee shall take off, with pay, that holiday, within two (2) weeks, after the fall of that holiday.

Section 3.
Employees who are scheduled to work on the day on which a holiday falls, shall receive a full day's holiday pay, except for employees who are on Workers' Compensation, lay-off, unpaid leaves of absence, or sick leave without pay.

ARTICLE XI – VACATION

Section 1.
Annual leave or vacation leave is paid leave. It is provided for vacations or other absences from work not covered by other leave. Vacation leave is accrued, and is recorded by the administrative support staff at the end of each month worked. The rate of accrual is based on the number of years of employment.

Section 2.

A. For the first five (5) years of employment, the vacation leave accrues at the rate of one and one-quarter (1.25) days per month, or fifteen (15) days per year.

B. After five (5) years of service, vacation leave accrues at the rate of one and three-quarters (1.75) days per month, or twenty-one (21) days per year.

C. After ten (10) years of service, vacation leave accrues at the rate of two (2) days per month, or twenty-four (24) days a year.

Section 3.
All vacation requests shall be considered in an equitable basis.

Section 4.
Vacation leave must be taken within eighteen (18) months of the time it is earned, or it is forfeited. Unused vacation, up to a total of twenty-two and one-half (22.5) days for employees with less than five (5) years of service to the agency, and up

to a total of thirty-one and one-half (31.5) days for employees with over five (5) years of service, will be paid upon termination, at the daily rate of pay on the date of termination.

Each month the employee shall receive from the Employer a statement of available vacation credits.

Section 5.
Vacation leave is earned from the first day of work.

Section 6.
Employees are encouraged to give a two (2) week notice if they voluntarily resign from the agency.

Section 7.
Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave accrued but not used by the employee up to the time of their separation from the payroll.

Section 8.
In the event that an employee becomes sick or injured while utilizing vacation time he/she may request that sick leave be applied to that absence instead of vacation time originally requested, as established in the August 20, 1997 HVES policy memorandum.

ARTICLE XII – SICK LEAVE

Section 1.
Sick leave is paid leave. Sick leave is granted for the following reasons:

A. Personal illness or physical incapacity resulting from cause beyond an employee's control;

B. Illness of a member of an employee's household or family that requires the employee's personal care or attention;

C. Enforced quarantine of the employee in accordance with public health regulations;

D. Medical, dental, or optical examinations or treatment.

E. Unforeseen circumstances that prohibit an employee from reporting to work, including emergencies.

Section 2.
Sick leave is earned at the rate of one and one-quarter (1.25) days (9.375 hours) per month for a total of fifteen (15) days (112.5 hours) per year. A maximum of sixty (60) days (450 hours) of sick leave may accrue.

Section 3.
Employees absent due to illness for five (5) or more working days, hospitalized for any reason, or injured by accident are required to submit written physician's approval upon return to work.

Employees are required to utilize their disability insurance as soon as they become eligible. Available sick and/or vacation leave may be used for making individuals whole while they are on disability leave. If an employee terminates disability leave within twelve (12) weeks, s/he is entitled to return to their same or similar position. This period of disability leave will not reduce length of service for benefits related to seniority, nor reduce or eliminate benefits.

Notwithstanding the above, all the requirements of the Family Medical Leave Act will be applicable to this section and Article XIV.

Section 4.
Advanced sick leave, up to fifteen (15) days, may be granted by the Executive Director in cases of prolonged illness, hospitalization, or being directly subjected to domestic violence, or being the guardian of an individual directly subjected to domestic violence. Advanced sick leave is available only after all other leave has been exhausted.

Section 5.
Unused sick leave is not reimbursable upon termination of employment. Any advanced sick leave still owed by an employee who terminates will first be deducted from vacation leave, and if time is still owed will be deducted from the final pay check.

ARTICLE XIII – OTHER BENEFITS

Section 1.
Employees shall be granted a maximum of five (5) working days bereavement leave in the event of the death of a spouse, child, step-child, parent, step-parent, sibling, step-sibling, parent-in-law, grandparent, grandchild or significant other and one (1) working day of bereavement leave for the death of a sibling-in-law, and foster relations as defined as; parent, sibling, and child. In addition, employees shall be granted one (1) additional bereavement day per calendar year for a person

not included in the familial relationships set forth above.

Section 2.
When an employee is called to jury duty or to appear in court on agency business by subpoena, the employee shall be continued at full pay, less the amount received for such services. The employee shall submit to the Employer a statement of moneys received while serving on jury duty or while appearing in court by subpoena on agency business. An employee may be granted leave without pay for court attendance when that employee is engaged in personal litigation, at the discretion of the executive director.

Section 3.
An employee entering military service shall have re-employment rights in accordance with the federal and state statutes pertaining to military service. An employee who is called or enlists in the military services will be granted a leave of absence without pay. The employee must, upon completion of duty, return to the agency within ninety (90) days to be eligible for reinstatement in their former position. All veterans' re-employment rights are honored by the agency.

An employee shall be entitled, during their annual tour of duty of not exceeding fifteen (15) days as a member of a reserve component of the Armed Services of the United States, to receive regular pay minus the pay received for such military duty.

Section 4.
The agency requires that staff members take part in education programs within as well as outside the agency. These programs consist of, but are not limited to: group conferences, staff meetings, consultation, directed individual study and university courses.

The Staff Development Program sets four (4) levels of training:

A. Obligatory training;

B. Education which would be developmental and necessary to the individual in their professional position (i.e., training on specific weaknesses or new initiatives);

C. Education which would be developmental and necessary to the individual's group (gaps in knowledge of whole group);

D. Education beneficial to the individual but not pertinent to their position. Note that the first three (3) levels are released time (employee does not have to make up time), subject to the constraints that:

1. Other employees shall not be affected adversely by any of the training and staff development opportunities pursued by any individual employee; and

2. All employees are required to fulfill their duties and responsibilities as outlined in their job descriptions. Level four (4) training is granted at the discretion of the program manager, and employees must make up the time.

3. Said requests for Level B training shall not be unreasonably denied.

Training/staff development activities will be developed and monitored through the supervisory and affirmative action processes. A cumulative record showing all training will be kept in each personnel folder.

ARTICLE XIV – MATERNITY, PATERNITY AND OTHER LEAVE

Maternity/paternity leave is for the birth or adoption of a child and is a combination of annual and sick leave, disability if appropriate, and, if necessary, leave without pay. Highland Valley Elder Services, Inc. fully complies with the provisions of Massachusetts General Laws, Chapter 151-B, Section 4(1), and Chapter 149, Section 105-D, relative to maternity leave, and the Federal Family Medical Leave Act. The agency does not set a beginning date nor end date for the leave and feels the employee, together with the appropriate health care personnel, should make these determinations. Maternity/paternity leave will be granted provided the employee has completed their six (6) month probationary period and has gained regular status. Two (2) months' notice, in advance of the expected departure date, is required. The agency further requires two (2) weeks notice before an employee returns to work.

If an employee terminates parental leave within twelve (12) weeks, s/he is entitled to return to their same or similar position. Maternity/paternity leave may be extended at the discretion of the executive director. The period of maternity/paternity leave will not reduce length of service for benefits related to seniority, nor reduce or eliminate benefits.

All other leaves will be subject to the agency's Personnel Policies and related Personnel Policy Memoranda.

ARTICLE XV – JOB OPENINGS / REASSIGNMENT

Section 1.
Whenever there is a job opening in a bargaining unit position, that job shall be posted throughout the bargaining unit, postings shall be for a minimum of seven (7) calendar days, and qualified present employees from within the bargaining unit shall have the ability to apply, and shall be given preference.

Section 2.
A. Reassignments shall be made by the Employer. If more than one (1) employee requests reassignment, such reassignments will be determined by seniority.

B. The selection will be made by the Employer on the basis of inverse seniority (with seniority being defined in Article XVI, Section 1), except in cases where two (2) or more employees request reassignment as addressed above.

C. The Employer will provide an employee who is to be reassigned with one (1) week notice of reassignment.

ARTICLE XVI – SENIORITY

Section 1.
The Employer recognizes the seniority principle of employees, and when the qualifications of employees, such as ability, training skill, competency and other relevant qualities are relatively equal, the Employer will give preference to the employee having the longest service when any vacancy is being filled, when considering transfers, promotions and demotions.

Section 2.
The Employer agrees that the loss of time due to sickness or accident, service in the Armed Forces of the United States (in accordance with Article XIII, Section 3), and parental leave shall not be construed to impair the seniority rights of the employees involved.

Section 3.
A seniority list of all Union members, according to title, as of the effective date of this Agreement, shall be prepared by the Union and become an attachment to this Agreement. The seniority list shall be kept up to date and copies will be posted on the Union bulletin boards according to title.

Section 4.
In the case of lay-offs and subsequent re-hiring due to lay-offs, the Employer will follow the seniority principle, except that in cases of lay-off the Employer shall have the right to retain a junior employee who holds a job requiring such special

knowledge and skills that s/he cannot be replaced by any senior member of the Union without a training period of more than two (2) weeks.

ARTICLE XVII – LAY-OFF

Section 1.
If at any time the Employer finds it necessary to reduce its working force, it will notify the Union immediately of any decision to lay off bargaining unit employees.

Section 2.
The Employer will notify each employee of its intention to lay-off. Any employee willing to accept a voluntary lay-off shall notify the Employer of this willingness.

Section 3.
Any laid-off employee will retain recall rights for two (2) years. When a vacancy occurs, the Employer shall send notice by certified mail to the affected employee, with a copy of the notice to the Union. The affected employee will have ten (10) working days to respond. The most senior employee on the recall shall be rehired if s/he is interested.

ARTICLE XVIII – TEMPORARY TRANSFERS

Whenever an employee is assigned to work in a higher classification for eight (8) hours or more per pay period, that employee shall receive either their regular rate of pay or the rate of pay for the new position, whichever is higher, for the number of hours worked.

ARTICLE XIX – GRIEVANCE AND ARBITRATION

Section 1.
In the interest of good relations, both parties recognize the importance of making a prompt and earnest effort to adjust grievances or misunderstandings between the parties before using the formal grievance procedure.

Both parties may avail themselves of the grievance procedures.

Section 2.
Grievances shall be processed in the following manner:

STEP 1: The Union and/or the aggrieved employee, with the Union Steward and/or Union representative, shall present the grievance in writing to the appropriate immediate supervisor of the bargaining unit member, within twenty-one (21) working days after the event forming the basis for the grievance

occurred, or after the time the employee first knew, or should have known, of its existence.

The supervisor shall set up a conference within five (5) working days of receipt of the grievance, to discuss the alleged grievance, and the supervisor shall issue a decision. Failure to hold a conference or issue a written decision, within five (5) working days, is deemed a denial of the alleged grievance.

STEP 2: If the grievance is not resolved at Step 1, the grievance may be submitted in writing to the executive director within five (5) working days of the denial. The executive director shall set up a conference, within ten (10) working days of the receipt of the grievance; and shall issue a decision. Failure to hold a conference or issue a written decision, within ten (10) days, is deemed a denial of the alleged grievance.

STEP 3: If the grievance is not resolved at Step 2, the grievance may be submitted to the Board of Directors' designated committee within ten (10) working days of denial The Grievance Committee shall set up a conference, within ten (10) working days of the receipt of the grievance, and shall issue a decision. Failure to hold a conference or issue a decision, within ten (10) working days, is deemed a denial of the alleged grievance.

STEP 4: If the grievance is not resolved at Step 3, the Union shall notify the agency, within fifteen (15) working days, of its intention to proceed to arbitration. The Union may submit the matter to the American Arbitration Association within twenty-five (25) working days of failure to resolve the grievance at Step 3.

The arbitrator may interpret and apply the provisions of the Agreement, but may not alter in any way the provisions of the Agreement, or establish wage rates.

ARTICLE XX – PROBATIONARY PERIOD

Section 1.
The first six (6) months after a new employee has been hired shall constitute a Probationary period, during which the discharge or discipline of such employee shall not be construed as violations of any of the provisions of this Agreement; nor shall they be cause for or subject to the grievance procedure or to arbitration. The Probationary period will be extended for any employee who utilizes the MA PFML program during their first six months, commensurate with the amount of time off work.

Section 2.
If retained by the Employer following the probationary period, the employee shall Be given seniority dating from the most recent date of hire.

ARTICLE XXI – DISCIPLINE

Section 1.
The Employer shall not discharge or discipline an employee without just cause.

Section 2.
Except in cases of serious misconduct, the Employer will not discharge any Employee without issuing adequate warning.

Section 3.
Except during the probationary period, the Employer shall notify an employee within five (5) working days of any alleged incident, and of its intention to impose discipline.

Section 4.
In the event that an employee is disciplined, or is interviewed by the Employer on any subject of discipline or discharge, the Steward for that employee shall be notified by the employee; and the employee shall be entitled to have the Steward and/or Union representative present at any such discussion. In all cases involving probation, written warning, suspension or discharge of an employee, the Employer must, within five (5) days, notify the employee in writing of their discipline and the reason.

ARTICLE XXII – PERSONNEL RECORDS

Section 1.
Upon request in writing to the executive director, or his designee each employee shall have the right to examine and copy, at their own expense, any and all material, including any and all evaluations, contained in the personnel records concerning such employee. The employer will make a reasonable attempt to provide the material on the day of the request but not later than the next business day.

Section 2.
Whenever any material, including evaluations, is inserted into the personnel record of an employee, such employee shall be promptly notified, and given a copy of such material.

Section 3.
Any employee may challenge the accuracy of any material and personnel evaluation in their personnel record, by filing a written statement of the Challenge to the executive director, which will become part of the personnel file.

Section 4.
Any written material that contains proven inaccurate or false information/allegations shall be removed from the personnel record of the employee. Any written material may be removed from an employee's personnel record at the discretion of the Executive Director.

ARTICLE XXIII – HEALTH, SAFETY, WORKING CONDITIONS

Section 1.
The Employer agrees to provide a safe and healthy working environment.

If an employee has a specific health and safety problem, s/he should inform their Steward or the Employer. The agency will meet with the employee or the Steward to discuss the problem.

Section 2.
When the Employer plans any changes which will affect the physical plant, the Union will be notified.

Section 4.
For days when the entire agency closes, affected employees' time sheets will show "administrative" as an explanation. Pay will be granted for that day, and no time will be charged to annual leave. If an employee is absent due to weather conditions when the agency is open, appropriate arrangements must be made with the immediate supervisor. The employee must either make up the time or show on their time sheet if the time is to be charged to annual leave or leave without pay. When weather conditions become poor during the day, the assistant or executive director may dismiss the staff early. No makeup or absence time will be charged.

ARTICLE XXIV – JOB DESCRIPTION

Section 1.
At the beginning of employment and if a change occurs, the Employer will provide to each employee a copy of their job description and appointment letter, which shall be a summary of duties, responsibilities and requirements of the job, and shall include any special conditions of employment.

Section 2.
An employee shall not be required to work beyond such duties that are included in their job description, except as assigned by the supervisor.

Section 3.
If the Employer or the Executive Office of Aging & Independence mandates additional education licensing or certification requirements, the employee will be adequately trained on agency time to meet these requirements, provided that Elder Affairs will allow the time and compensate for the training.

Section 4.
A complete set of job descriptions covered by this Agreement shall be on file with the Union, and shall be available for examination and copying by any bargaining unit employee and/or Union representative.

ARTICLE XXV – WORKLOADS

The parties recognize the influence of the Executive Office of Aging & Independence on caseload ratios and staffing patterns. The parties agree to continue to work toward modifications of current policies for workloads, within A.G.E./H.V.E.S. guidelines. Amendments to A.G.E. guidelines will be incorporated by reference herein.

HVES will strive to ensure that workloads are fair and reasonable. In the event an employee raises a concern as compared to workload(s) of others in the same position, the Parties will meet to confer as to how best to address such concerns.

On a monthly basis, the number of cases assigned to each Case Manager, Protective Service Worker and Nurse shall be posted.

ARTICLE XXVI – CONTRACTING OUT

The Employer shall not contract out any work normally and customarily done by bargaining unit employees, except in cases where no qualified employees were available, or to do so would be inconsistent with efficient and economic operation of the unit.

ARTICLE XXVII – SYSTEMS

The parties mutually agree to continue to develop and invest in existing and future organizational systems which incorporate the ethical principles of mutual support (peer and supervisory), clear lines of communications, and appropriate exchanges relative to corporate funding source guidelines and policies.

ARTICLE XXVIII – SEPARABILITY

If any provision of the Agreement shall be held to be in violation of any federal or state law, by a court of law or a federal or state regulatory agency, the remainder of the Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet to negotiate any new provision in substitution for the invalid provision.

ARTICLE XXIX – MANAGEMENT RIGHTS

The Union recognizes that the operation of the Employer and the supervision of employees is the responsibility of the Employer. Accordingly, subject to the provisions of this Agreement, the parties agree that the following are management rights of the Employer:

A. The making of reasonable rules to assure orderly and effective work.

B. The hiring, transfer, promotion, lay-off, or discharge of employees for just cause.

C. The determination of reasonable standards of performance.

D. The right to discuss terms and conditions of employment directly with

   i. employees, and to inform them directly concerning employment matters, providing that the Employer shall not engage in individual bargaining.

E. The determination of what duties will be performed.

F. The discontinuance of any job, or the alteration of any job description for legitimate reasons, and the creation of new job classifications.

ARTICLE XXX – NO STRIKE, NO LOCKOUT

It is agreed by the parties that during the term of this Agreement or any renewal thereof, there shall be no strikes, lockouts, picketing, or stoppages of work, concerning any matter in dispute arising out of this Agreement.

Article XXXI – LABOR / MANAGEMENT COMMITTEE

The Parties agree to establish a Labor / Management Committee consisting of up to four (4) representatives of the union and up to four (4) representatives of management, or designees. Additionally, the SEIU Local 509 Field Representative may attend the meetings. Time spent in Committee shall count as time worked. The Committee shall meet quarterly, or additionally, as mutually agreed upon, to discuss matters of mutual interest. The function of this Committee is not to replace the grievance procedure, but to promote and maintain a good labor/management relationship. It is understood that the Committee shall have no power to bargain collectively, reopen the Agreement, or modify or amend the terms of the Collective Bargaining Agreement.

ARTICLE XXXII – DURATION

This Agreement shall become effective on July 1,2026 and shall continue in effect through June 30, 2028.

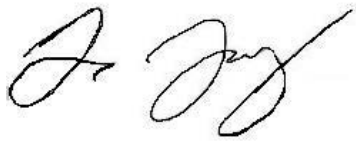
This contract shall be automatically renewed, unless sixty (60) days or more prior to the expiration thereof, either party gives notice in writing to the other that the contract is to be terminated. Such written notice shall contain therein a statement of any changes or amendments desired by the party giving such notice; and a conference shall be arranged and undertaken within thirty (30) days after service of such notice, looking to the execution of a successor agreement.

ARTICLE XXXIII – NOTICE

All formal notices between the parties as required by this Agreement shall be by U.S. mail or by personal delivery to the following addresses:

For the Union:

Local 509, SEIU
293 Boston Post Rd W., Ste. 400
Marlborough Ma. 01752



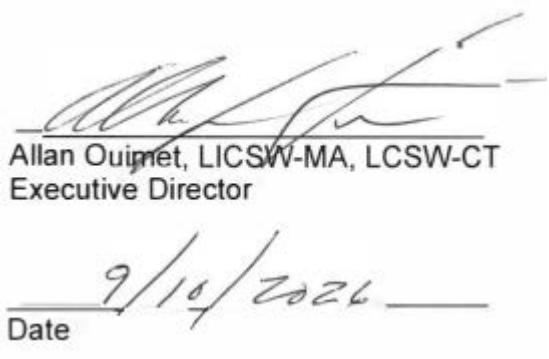
David Foley, President

James Gander
Internal Organizer

09/10/2026
Date

For the Employer:

Highland Valley Elder Services, Inc.
320 Riverside Drive, Suite B
Florence, MA 01062



Allan Ouimet, LICSW-MA, LCSW-CT
Executive Director

9/10/2026
Date

SIDE LETTER A – REMOTE WORK

HVES will maintain the existing remote work pilot for the life of this Agreement, revised on 7/9/26.

Revisions are: change of hours required:

I&R: average of 2 days in office per week

Case Manager, PS, RN: average of 1 day in office per week

All other terms do not change. Language removed referencing COVID pandemic.

SIDE LETTER B

The parties agree to commence Labor / Management Committee no later than September 30th, 2026, to discuss internal training goals and strategies, and evaluate the purpose, relevance, and effectiveness of external training modules pertaining to human services, including the social determinants of health and their impact on older adults.