

COMMUNITY SERVINGS, INC.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509

October 1, 2008 to September 30, 2010

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AGREEMENT

AGREEMENT made and entered into this 1st day of October 2008, by and between COMMUNITY SERVINGS, 18 Marbury Terr., Jamaica Plain, MA 02130 (the "Agency"), and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 509, AFL-CIO-CLC (the "Union").

INTENT:

The Agency and Union intend this Agreement to:

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

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

Article 1 - RECOGNITION

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

- (a) *Included:* Cooks, Drivers, Utility and Maintenance, Shipper/Receiver, Assistant Delivery Coordinator, Client Services Coordinator, Volunteer Recruitment Coordinator, Volunteer Management Coordinator, Office Administrator, Expeditor, Head Chef, Delivery Coordinator and new or changed jobs that are within the scope of the bargaining unit.
- (b) *Excluded:* Nutritionist, Directors, Executive Chef, Finance Department Employees, Development Department Employees, Interns, Supervisors and Guards as defined in the Act.

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

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

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

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

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

Article 2 - NO DISCRIMINATION

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

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

Article 3 - MANAGEMENT RIGHTS

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

Article 4 - UNION SECURITY

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

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

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

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

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

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

Article 5 - CHECK-OFF

5.1 Upon receipt of a written authorization from an Employee, the Agency will,

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

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

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

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

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

5.6 It is specifically agreed that the Agency assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union will indemnify, defend and save the Agency harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Agency for the purpose of complying with this Article. Once the funds are remitted to the Union, their disposition thereafter will be the sole and exclusive obligation and responsibility of the Union.

5.7 An Employee may consent in writing to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent will be in a form acceptable to the Agency and will bear the signature of the Employee. An Employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to

the Agency. The Agency will deduct such political education fund fee from the pay of Employees who request such deduction and will transmit deductions to the Treasurer of the Union together with a list of Employees whose political education fees are transmitted, at the same time that dues deductions are transmitted.

Article 6 - PROBATIONARY PERIOD

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

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

Article 7 - SENIORITY

7.1 Definition.

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

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

- (a) Voluntarily termination;
- (b) Discharge for just cause;
- (c) Absence due to lay off, paid or unpaid sick leave for more than one year or more than the length of the Employee's seniority at the beginning of the absence if this was less than one year;
- (d) Failure to return at the end of an authorized leave absence;

- (e) Unauthorized absence for 3 days without notifying the Agency;
- (f) Failure to accept recall from layoff and to return in 2 weeks;
- (g) Taking other employment during a leave of absence, unless authorized by the Agency.

7.3 Layoff and Recall

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

7.4 Job Openings.

- (a) When the Agency seeks to fill a job in the bargaining unit, it will post the job for 5 work days. The posting will include: job title, description of job duties and responsibilities, wage rate, job qualifications and requirements, and work schedule. The job will be awarded to the senior qualified Employee. The Agency may hire from the outside when bidding Employees do not have the required skills.
- (b) An Employee who is promoted will serve an orientation period in the new job of 30 working days. During this orientation period, the Employee has the right to return to the former job. Other Employees whose moves were related to the promotion may also be required to return to their former

jobs.

- (c) An employee who is promoted will receive the starting rate of the new position or an increase of \$0.75/hour whichever is greater. An employee who is promoted more than one position on the pay scale shall receive the starting rate of the new position or an increase of \$1.50/hour whichever is greater.

Article 8 - WAGES

8.1 A wage increase of \$.60 per hour will be added to the wages of each Employee effective on January 1, 2009. A wage increase of \$.60 per hour will be added to the wages of each Employee effective on January 1, 2010.

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

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

Classification	Starting Rate
Kitchen Prep Cook	\$11.00
Utility & Maintenance	\$10.00
Delivery Driver	\$11.00
Shipper/Receiver	\$13.10
Assistant Delivery Coordinator	\$13.10
Expeditor	\$13.60
Day and Evening Chef	\$13.10
Delivery Coordinator	\$14.85
Head Chef	\$16.95
Office Administrator	\$12.60
Volunteer Management Coordinator	\$14.85
Volunteer Recruitment Coordinator	\$14.85
Client Services Coordinator	\$14.85
Bilingual Client Services Coordinator	\$15.35

8.4 When an employee is assigned to work in a position at a higher pay rate on an interim basis for a full day or more, the Employee will be paid the starting rate of the higher paying position or an increase of \$0.75/hour whichever is greater. If the position is more than one position above the employee's position on the pay scale, the employee shall receive the starting rate of the new position or an increase of \$1.50/hour whichever is greater. This does not apply if the employee is being trained

for the position.

8.5 **Bilingual Pay.** The starting rate for the position of Bilingual Client Services Coordinator will be 50 cents/hour more than the position of Client Services coordinator. The Parties agree to meet to address issues whether economic or non-economic related to the use of languages other than English in the Kitchen.

8.6 **Senior Employee Bonus.** Each employee who has 10 years of continuous service as of October 1, 2008 will be paid a bonus by separate check for one-half a week of pay at the employee's regular rate before the end of December. In addition, each employee who reaches 10 years of continuous service during the term of the contract will be paid this bonus.

8.7 **Bonus tied to Fundraising Success.** Assuming Community Servings' public funds remain relatively stable, if the Agency finishes the fiscal year exceeding its net operating revenue goal through private fundraising by at least 1%, it will pay employees by December 31, 2009 and/or December 31, 2010 a bonus according to the following schedule:

<u>Exceed goal by</u>	<u>Amount of bonus</u>
1%-2.9%	\$100
3%-4.9%	\$200
5% or more	\$300

Net operating revenue from private fundraising is defined by the lines in the statement of activities for events, grants and contributions, and net assets released from restrictions. In the event that Community Servings' public funds significantly increase or decrease, the parties will meet to re-negotiate upwards or downwards the amounts of the bonus.

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

Article 9 - HOURS OF WORK

9.1 The normal workday consists of 8 hours of work and includes a paid 30 minute lunch break. A normal workweek consists of 5 normal workdays Monday through Saturday. An Employee whose 5-day normal workweek includes Saturday will be scheduled for 2 consecutive days off.

9.2 The Agency has the right to establish work shifts and their starting and ending

times. The Agency's regular hours of work are between 6 AM and 9 PM. The Agency will not establish any work shift outside these hours without first discussing it with the Union.

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

9.4 Employees have a paid 15-minute break during the first half of their shift.

Article 10 - OVERTIME

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

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

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

Article 11 - JOB DESCRIPTIONS

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

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

Article 12 – HOLIDAYS

12.1 Regular full-time Employees will be paid 8 hours for the following holidays.

New Year's Day
Martin Luther King's Birthday
President's Day
Patriot's Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day**
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

**Instead of Veteran's Day the Agency may take another day to provide 4 days off.

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

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

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

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

Article 13 - PERSONAL DAYS

13.1 Regular full-time Employees may take up to 3 paid personal days per calendar year. The Employee's supervisor must approve the use of personal days in advance. Such approval shall not be unreasonably denied.

13.2 Following the completion of probation, a new Employee will accrue 1 personal day for each 4 full months of employment to provide a period of transition until the beginning of the next calendar year when 13.1 will apply.

Article 14 - VACATIONS

14.1 Vacation is earned on an accrual basis at the following rates. A regular part-time Employee will earn vacation on a prorated basis. A probationary Employee will accrue

vacation but may not take it until probation is completed. No Employee hired prior to October 1, 2002 will accrue at less than the 3rd year rate (3 weeks per full year).

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

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

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

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

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

14.6 On or about the first of September the Employer will post or send notices to remind Employees that they need to use up vacation and personal days.

Article 15 – LEAVES

(a) General Leave Provisions

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

15.2 When an Employee with at least one year of continuous employment at the time of a leave of absence returns from a leave of absence of less than 6 months, the Employee will be reinstated to the same position and shift. In all other circumstances,

when an Employee returns to work after a leave of absence, the Employee will be reinstated to same position and shift, if available, or a similar position within the classification and shift, if available. In the event the same position or a similar position is not available when an Employee returns to work from a leave of absence, the Employee will receive the next available similar position within the classification and shift.

(b) **Sick Leave**

15.3 Paid sick leave is available for personal illness or illness of a child, parent or dependent in an Employee's care. Regular full-time employees accrue sick leave at a rate of .83 days per full month worked (10 days per year). Regular part-time employees accrue sick leave on a prorated basis. A probationary Employee will accrue and may use sick leave on the same basis as a regular Employee.

15.4 A maximum of 180 hours sick leave can be accrued.

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

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

15.7 Sick leave cannot be used for other purposes. The Agency does not pay for unused sick leave upon termination. Sick leave does not accrue during unpaid leave.

(c) **Family and Medical Leave**

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

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

(d) **Maternity Leave**

15.9 Maternity leave is governed by Massachusetts state law. An Employee who has completed her probationary period is entitled to 8 weeks of unpaid maternity leave. Accrued sick leave can be used. An Employee who has a pregnancy related disability may be eligible for short term disability benefits. An Employee will furnish the Agency with a certificate from her physician stating the expected date of delivery.

(e) **Bereavement Leave**

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

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

(f) **Jury Duty Leave**

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

(g) **Military Leave**

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

(h) **Union Business Leave.**

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

(i) **Workers Compensation Leave**

15.15 An unpaid leave of absence for a period of up to one year will be granted to an Employee who is receiving workers compensation benefits. For an additional year the Employee will have a right to bid on posted jobs based on seniority accrued through the end of the initial leave. Seniority will stop accruing at the end of the first year of leave.

(j) **Personal Leave**

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

Article 16 - INSURANCE BENEFITS

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

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

16.3 Life Insurance. The Agency pays the full cost of life insurance equivalent to one year of regular salary or hourly pay, not to exceed \$50,000.

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

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

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

16.7 Regular full-time and regular part-time Employees are eligible to participate in the Agency's health and dental insurance plans if they are regularly scheduled to work 20 hours a week, and in the Agency's life, short-term and long-term disability insurance plans if they are regularly scheduled to work 30 hours a week. Employees scheduled for fewer hours may participate in the plans if the insurance plans permit and the Agency will contribute on a prorated basis. Domestic partners are eligible for health spousal benefits.

16.8 If the Agency pays an Employee for time out due to a work related injury, the Employee will reimburse the Agency the amount received from the Workers Compensation Insurance for such time.

16.9 The Agency shall reimburse employees who have health insurance through

Community Servings for any copays paid for Day Surgery or for Hospitalization up to a maximum of \$500/individual per year and \$1000/family per year. The employer may require supporting documentation.

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

Article 17 - 403(b) PLAN

17.1 Employees are eligible to participate in the Agency's 403(b) Plan in accordance with the Plan terms. Effective January 1, 2007, The Plan will provide for an Employer contribution of 1% of an Employee's pay each pay period for all Employees who have completed 2 years of service. In addition, the Employer shall match Employee contributions of up to 3% of an Employee's pay. Employees must have completed five years of service to be eligible for matching.

Article 18 - DISCHARGE AND DISCIPLINE

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

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

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

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

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

Article 19 - GRIEVANCE PROCEDURE

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

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

immediate supervisor.

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

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

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

Step 2. If not settled at Step 1 the Employee, steward or Union representative may submit the grievance to the Executive Director at step 2. A grievance that has not been submitted to step 2 within 10 working days of receipt of the Agency's response to Step 1 shall be considered withdrawn unless the 10 working day period is extended in writing by mutual agreement. The Executive Director and the outside Union representative will participate in the attempt to resolve the grievance at Step 2. The Agency will give its answer in writing within 5 working days of the grievance being submitted at Step 2.

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

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

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

Article 20 – ARBITRATION

20.1 The Union may submit an unresolved grievance to arbitration.

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

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

provisions of this Agreement.

Article 21 - NO STRIKES OR LOCKOUTS

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

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

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

Article 22 - UNION REPRESENTATIVES

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

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

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

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

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

22.6 Union stewards shall be permitted a half hour at the end of "all-staff" meetings to

meet with union members as a group.

Article 23 - INVESTIGATIONS

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

Article 24 - MISCELLANEOUS

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

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

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

Article 25 - TUITION ASSISTANCE AND TRAINING EXPENSES.

25.1 The Agency will budget \$2,500 each year for an Employee tuition assistance program. An Employee may apply for a grant through the Labor-Management Committee. Grants will be paid upon proof of a passing grade in the course

25.2 The Agency will pay the full costs of training and courses it requires Employees to take.

Article 26 - MILEAGE REIMBURSEMENT

26.1 Employees who are required to use their personal vehicles for work related purposes shall be reimbursed for miles driven in accordance with Agency policy. Effective 10/1/08 such employees shall be reimbursed at the rate of 58.5 cents/mile. Effective 7/1/09 such employees shall be reimbursed at the IRS reimbursable rate that was in effect on March 1 of the previous fiscal year.

Article 27 - JOINT LABOR MANAGEMENT COMMITTEE

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

Article 28 - SAFETY

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

Article 29 - TERM OF AGREEMENT

29.1 This Agreement will become effective as of the 1st day of October 2008, and will remain in full force and effect until the 30th day of September 2010. Written notice to terminate or modify this Agreement will be given by the Agency or the Union to the other at least 60 days prior to the expiration date. Negotiations for a new Agreement will begin no later than 45 days before expiration.

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

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

COMMUNITY SERVINGS, INC

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 509

By: /s/ David Waters

By: _____ Date _____
President

/s/ Philip Schneider

Date:

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