

AGREEMENT

BETWEEN

CENTRAL BOSTON ELDER SERVICES, INC.

AND

LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION

AFL-CIO, CLC

July 1, 2008 - June 30, 2011

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AGREEMENT, made this 1st day of July, 2008, between CENTRAL BOSTON ELDER SERVICES, INC., hereinafter referred to as the "Employer," and LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, hereinafter referred to as the "Union."

## ARTICLE I - RECOGNITION

### Section 1.

The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit set forth in Certification of Representation Case 1-RC-18,613, and including those positions listed in Appendix A, for the purposes of collective bargaining in respect to the rates of pay, wages, hours of employment or other conditions of employment.

### Section 2.

(a) Any employee who, in part or in whole, is employed for a specially-funded project, and who, at the time of such employment, is informed that such employment is for the duration of such specially-funded project, shall be considered a "temporary employee," and shall be excluded from the bargaining unit covered by this Agreement; provided, however, that such an employee, if not terminated at the expiration of the first twelve (12) months of such employment, shall, at the commencement of the thirteenth (13) month of employment, be deemed a member of the bargaining unit, and shall thereafter be governed by the terms and conditions of this Agreement.

(b) Any employee who is hired for a period of not more than twelve (12) months in a position other than one involving a specially-funded project of the type referred to in the preceding Section 2(a), and who is informed at the time of hire that employment is for such a limited period, shall be deemed to be a "temporary employee," and shall be excluded from the bargaining unit covered by this Agreement.

Section 3.

If a temporary employee is subsequently hired as a full-time or regular part-time employee in the same job classification as she or he served in a temporary capacity, after six (6) or more months of temporary employment, her/his introductory period under Article II shall commence when the employee's status is changed from temporary to full-time or regular part-time and shall consist of three (3) months.

Section 4.

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 II - INTRODUCTORY PERIOD

Section 1.

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

Section 2.

An introductory employee may be disciplined or discharged in the sole discretion of the Employer during or at the end of the introductory period, and said discipline or discharge shall not be subject to the Grievance Procedure and/or Arbitration provided for in Article XII.

Section 3.

Any employee who resigns, or is discharged and who is subsequently rehired by the Employer shall be treated as a new employee under Section 1 of this Article, unless said employee is rehired within six (6) months of her/his date of separation from the Agency.

Section 4.

Any full-time or regular part-time employee who has successfully completed her or his introductory period may be placed on probation as a disciplinary measure, whenever an employee's performance does not meet Agency standards or whenever an employee engages in conduct which is not permitted under Agency policies.

### ARTICLE III - UNION MEMBERSHIP, AGENCY FEE

#### Section 1.

Employees shall, as a condition of employment, within thirty (30) days of the date of this Agreement, or within thirty (30) days after the date of hire, either (a) acquire and maintain membership in the Union in good standing; or (b) tender to the Union a service fee in an amount determined by the Union in accordance with all applicable laws and regulations.

#### Section 2.

Upon receipt of written notice from the Union of the failure of an employee to comply with Section 1 of this Article, as applicable, the Employer shall separate the employee from employment for just cause.

#### Section 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.

#### Section 4.

When a new bargaining unit employee is hired by the Employer, the name, address, job classification, date of hire and rate of pay of the employee will be given to the Union on or about the employee's first day of work. The Employer will also advise the Union of any other changes in personnel.

#### Section 5.

The Employer will deduct, during the period of this Agreement, Union dues or equivalent service fee 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.

Section 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 holds 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.

Section 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, 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.

Section 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 sixty [60] 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 Treasurer of the Union together with a list of employees whose political education fund fees are transmitted, provided that the Union is in conformity with the requirements of Section 4 of this Article.

#### ARTICLE IV - MANAGEMENT RIGHTS

##### Section 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: (a) hire, fire, suspend, discipline, layoff, transfer, promote and demote employees; (b) require a medical examination of employees in connection with their receiving benefits under any of the Employer benefit plans or leave policies (namely, health, dental, life, worker's compensation, or other disability programs); (c) assign duties to and direct the performance of employees; (d) determine the starting times, quitting times, number of hours worked, and working days during the work week; (e) require overtime and make temporary work assignments; (f) reorganize, enlarge, reduce or discontinue an agency function, position or department; (g) promulgate rules and procedures relating to employment; (h) introduce new or improved methods of operation or facilities; (i) establish new jobs or change job contents; (j) determine the manner, means and methods by which all operations of the Employer shall be carried out; (k) subcontract work; and (l) take such other action as it deems necessary to maintain the goals and efficiency of the Employer's operations.

##### Section 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.

Section 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 V - HOURS OF WORK

Section 1.

The normal work week for all full-time employees is thirty-five (35) hours. A work week does not include time spent in a one hour lunch period per day.

Section 2.

An employee's work schedule shall be constant for a twelve (12) month period. 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 employee, and the needs of the clients. An employee's work schedule may be changed during this interval, at the discretion of the Executive Director, to meet the needs of the Agency or to meet the request of an employee. Except in unusual circumstances where client needs dictate immediate action, the Employer shall give fifteen (15) working days notice to an employee whose schedule is being changed.

### Section 3.

A regularly scheduled work week will fall within the following hours: 8:00 A.M. to 6:00 P.M., Monday through Friday. When Agency needs require that a bargaining unit employee be assigned to work on Saturday, the Employer shall first solicit volunteers for Saturday work before assigning an employee such work. If there are no volunteers within the classification requested for the needed hours, the Employer shall select the employees with the shortest length of service with the Employer to work the needed hours, unless the Employer determines that a more experienced employee should perform the work.

### Section 4.

Employees shall be allowed time for meals, which shall be as follows:

One (1) hour between the hours of 11:00 A.M. - 3:00 P.M. The meal period is unpaid.

### Section 5.

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 fifteen (15) minute break period per day.

### Section 6.

Overtime work shall be any work in excess of the normal work week hours. Incidental overtime, defined as non-recurring time of one-half (1/2) hour or less per day, shall not be counted as compensable overtime.

### Section 7.

No overtime work shall be approved for payment unless prior approval has been obtained in writing from the employee's supervisor or area supervisor. Authorized overtime shall be compensated in the following manner:

(a) Time worked beyond the normal work week shall be compensated by an equivalent amount of time off or at the employee's straight time rate of pay up to forty (40) hours per week. The method of compensation shall be at the discretion of the employee.

(b) Time worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. Non-exempt employees shall have the option to be compensated by an equivalent amount of time off.

Section 8.

Employees may be required to work overtime, or to attend conferences or seminars in addition to their regular work week. Employees shall be compensated according to Section 7(a) or 7(b) of this Article. However, if an employee chooses to attend a conference or seminar, the employee shall not be entitled to overtime payment under Section 7 above.

Section 9.

Under the terms of this Agreement, the maximum compensatory time which can be accumulated at any one point in time is fourteen (14) hours. When an employee has reached seven (7) hours of accumulated compensatory time, it shall be the responsibility of the Departmental Supervisor to assure that compensatory time off is scheduled, taking into account the operating needs of the Employer and the individual schedules of the employee.

Section 10.

Meetings of the staff called by the Executive Director, directors, or supervisors for discussion of Agency 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 given straight time pay at their regular rate of pay. Employees will not be required to attend staff meetings when they are on vacation.

## ARTICLE VI - SALARIES

### Section 1.

The grade levels for the Employer's job classifications are attached hereto and made a part hereof as Appendix A of this Agreement.

### Section 2.

Effective July 1, 2008, all employees on the payroll as of that date shall receive an increase to his or her current salary equal to 4.5%..

### Section 3.

During the term of this Agreement, all bargaining unit employees shall receive the following step increases on their anniversary dates:

Category A - \$1,500.00  
Category B - \$1,500.00  
Category C - \$1,500.00  
Category D - \$1,500.00

### Section 4.

During the term of this Agreement, the starting rates and salary ranges for bargaining unit employees shall be:

Category A - \$27,000 - \$41,000  
Category B - \$30,000 - \$42,000  
Category C - \$33,000 - \$44,000  
Category D - \$36,000 - \$47,000

### Section 5.

No bargaining unit employee shall receive a base salary of more than their respective cap. Any increase (or portion thereof) provided for above, that would bring an employee's salary over their respective cap, shall be paid in the form of a lump-sum

payment during the life of this agreement. Effective July 1, 2008 only, those employees whose base salary is not increased by \$1,500 shall receive the difference in a one-time cash payment. For those employees who do not receive an increase in their base salary on July 1, 2008 only shall receive a one-time cash payment of \$1,500.

Section 6.

There shall be no reopener negotiations during the term of this Agreement unless the Legislature enacts additional salary reserve and or other funding allocation legislation affecting the bargaining unit, in which case the parties shall meet to negotiate the distribution of the salary reserve and or other salary allocation.

Section 7.

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, after 30 days from the date of the reopener notice, the Employer and the Union have not negotiated a new salary scale, 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.

Section 8.

New employees shall, in general, be paid at the starting rate of their respective categories. However, the Employer has the discretion to pay a new employee more than the starting rate. In exercising this discretion, the Employer may consider the following factors among others: previous relevant experience, educational background, and bilingual skills provided these factors are job related.

Section 9.

If an employee is hired with foreign language skills that are needed by the Agency, s/he shall be designated as a Bilingual Case Manager, and shall be expected to perform translation services for the Agency as required, and/or to carry a caseload which consists of non-English-speaking clients. Bilingual Case Managers shall be in accordance with Section 8 above.

Section 10.

The Bilingual Case Manager will perform the duties outlined in the Case Manager Job Description, with the following additions:

- A. Bilingual Case Managers must accept clients in any community served by the Agency, regardless of the Bilingual Case Manager's primary neighborhood assignment.
- B. A Bilingual Case Manager, who is carrying a caseload that is not designated as bilingual, may be required to back up for vacant bilingual caseloads or for other Bilingual Case Managers who are on vacation, on sick leave, personal leave, bereavement leave, maternity leave, FMLA leave, parental leave, or unpaid leaves of absence.

C. Bilingual Case Managers who are carrying a caseload that does not consist of bilingual clients may be required by management to assume such a responsibility.

D. When other staff members are unable to secure translators they may request the use of a Bilingual Case Manager's translating services. Such requests must be cleared through the Bilingual Case Manager's supervisor.

Section 11.

Whenever the Executive Director determines that it needs to assign a bargaining unit employee, on a temporary basis, to a supervisory position, the employee so assigned shall be paid for all weeks worked in said position at fifteen percent (15%) above the employee's current rate of pay.

Section 12.

Whenever the Executive Director determines that s/he needs to assign a bargaining unit employee, on a temporary basis, to a higher grade bargaining unit position, the employee so assigned shall be paid for all weeks worked in said position at fifteen percent (15%) above the employee's current rate of pay.

Section 13.

Whenever an employee is performing the duties of a person in a lower classification, she or he will be compensated at her or his regular rate of pay.

ARTICLE VII - HOLIDAYS

Section 1.

The Agency will be closed on the following holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Patriots' Day

Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day  
Evacuation Day  
Bunker Hill Day

Any full-time employee who is regularly scheduled to work on any of the above-noted holidays will receive a day off with pay for that day. The day after Thanksgiving will be designated a skeleton day.

Section 2.

If a holiday listed in Section 1 above falls on a Saturday or Sunday, the Agency shall operate on a skeleton-staff basis on the preceding Friday or following Monday. If the holiday falls on a Saturday, full-time employees shall be entitled to the Friday preceding the holiday off with pay, except for those employees who volunteer or are assigned to work as part of the skeleton staff. If the holiday falls on a Sunday, full-time employees shall be entitled to the Monday following the holiday off with pay, except for those employees who volunteer or are assigned to work as part of the skeleton staff.

Employees who volunteer or are assigned to work as part of a skeleton staff under this section shall be entitled to schedule another day off with pay within six months of the holiday.

Section 3.

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

Section 4.

Religious holidays, other than legal holidays, observed by the Employer, may be taken by an employee provided that the time used is charged against personal leave, or

vacation leave, or, if she or he so chooses, to leave without pay, and provided that such leave does not interfere with the operations of the Employer.

Section 5.

In the event a holiday as 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 an additional day of vacation leave.

Section 6.

If an employee's supervisor requires her or him to work on any of the holidays listed in Section 1 of this Article, said employee shall receive one and one-half (1-1/2) times her or his regular rate of pay for each hour worked.

ARTICLE VIII - VACATIONS

Section 1.

Full-time employees accrue paid vacation time in accordance with the following schedule:

(a) Fifteen (15) days - For employees who have completed less than five (5) years of continuous employment from their date of hire.

(b) Twenty (20) days - For employees who have completed five (5) years but less than ten (10) years of continuous employment from their date of hire.

(c) Twenty Five (25) days - For employees who have completed ten (10) years of continuous employment from their date of hire.

Section 2.

Employees will not be eligible for vacation pay during their introductory period unless it is approved by the Executive Director or her/his designee. Thereafter, vacation time shall be available for use on a monthly basis.

Section 3.

Employees may carry over ten (10) days of vacation from one anniversary year to the next. Vacation time cannot be taken in increments greater than fifteen (15) consecutive work days without the approval of the Executive Director or her/his designee.

Section 4.

An employee may buy back up to four (4) weeks of vacation time per year at the request of the employee.

Section 5.

Requests for vacation leave of one (1) to five (5) days must be submitted to the respective supervisor at least three (3) work days prior to the requested date of commencement of the leave. This time limitation shall be waived in case of an emergency.

Requests for vacation leave of more than five (5) days duration shall be submitted to the respective supervisor at least fifteen (15) calendar days before the requested date of commencement of the leave.

The supervisor shall grant vacation leave unless in her/his opinion it is impossible or impracticable to do so because of emergencies.

Section 6.

Regular part-time employees shall receive paid vacations, according to Section 1 of this Article, pro-rated to hours worked.

Section 7.

The minimum charge for vacation leave is one-half (1/2) day. At least three (3) days of vacation leave per year may be taken in increments of two (2) hours.

ARTICLE IX - SICK LEAVE

Section 1.

Full-time employees shall be eligible for sick leave with pay as follows: Fifteen (15) days per anniversary year, at the rate of one and a quarter (1-1/4) days per month.

Section 2.

Employees shall be entitled to accumulate two hundred ten (210) hours of unused sick leave.

Section 3.

Employees shall not be entitled at any time to receive any payment for sick leave not used. When an employee's accumulated sick leave reaches two hundred ten (210) hours, any additional sick leave accrued by said employee must be converted to vacation leave on the basis of two (2) hours sick leave for one (1) hour of vacation leave.

Section 4.

The Agency 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.

Section 5.

Sick Leave may only be used by the employee when she or he is suffering from an illness that makes it necessary for the employee to remain at home, see a doctor, or be in a hospital. Employees may use Sick Leave for annual physical examinations, or scheduled medical or dental appointments.

Section 6.

In case of illness in an employee's immediate family, an employee may apply a portion of her or his Sick Leave, not to exceed ten (10) working days per anniversary year to care for the ill member of the immediate family. The immediate family shall mean husband, wife, domestic partner, child, child of spouse, brother, sister, mother, father, grandparent, grandchild, father-in-law, mother-in-law, uncle, aunt, nephew, niece, or unrelated person living in the same household.

Section 7.

Employees shall not be entitled to Sick Leave if they are off the active payroll on any leave, absent without pay, on vacation, or eligible for coverage under the Workers' Compensation Act. If an employee is hospitalized during her/his vacation period, the

time spent in the hospital shall not be counted as vacation but rather as sick leave. During the period in which an employee's coverage under the Workers' Compensation Act is being determined, an employee may use sick leave provided adequate medical evidence of the illness or injury is provided. Any sums received from the Workers' Compensation carrier for the days in which sick leave was used must be returned to the Agency in order to restore sick days used for this purpose.

Section 8.

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

Section 9.

The minimum charge for sick leave is one hour.

Section 10.

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

Section 11.

The Employer shall establish a Sick Leave Bank. The bank shall operate as follows:

- A. Effective on the signing of the Agreement and on subsequent anniversaries thereof, bargaining unit employees may donate one [1] work day of their accumulated sick leave to the Bank. Such donations shall be voluntary.
- B. At no time can the Bank accumulate a number of days in excess of the amount equal to five [5] times the number of employees in the bargaining unit.
- C. A Sick Leave Bank Committee, consisting of three [3] bargaining unit employees elected by the bargaining unit, shall review and approve requests for use of paid leave from the Bank.
- D. Approval shall be granted on the basis of the following criteria:

1. Requests for sick leave may be granted by the Bank in accordance with the sick leave provisions outlined in Article IX of the collective bargaining agreement.
2. Only bargaining unit members who contribute to the Bank shall be eligible for sick leave.
3. A Sick Leave Bank member may apply for sick leave to the Bank only if her/his accumulated sick leave time is exhausted.
4. A Sick Leave Bank member shall be eligible to draw up to a maximum of five [5] sick days per annum from the Bank.
5. In case of emergency or catastrophic illness requiring hospitalization, the Sick Leave Bank Committee at its discretion may extend the requirement in Section D-4 above.

E. The parties shall negotiate any additional criteria to be used in reviewing and approving requests to the Sick Leave Bank.

#### ARTICLE X - PERSONAL LEAVE

##### Section 1.

Full-time employees shall accrue three (3) days of Personal Leave with pay during each fiscal year. Employees hired after July 1, shall accrue prorated Personal Leave for that fiscal year.

##### Section 2.

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

##### Section 3.

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

##### Section 4.

Personal Leave may not be carried over in any amount from one fiscal year to another.

Section 5.

The minimum charge for Personal Leave is one [1] hour.

Section 6.

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

Section 7.

Personal Leave must be approved in advance and in writing by the employee's unit supervisor, except in extraordinary circumstances.

ARTICLE XI - BEREAVEMENT LEAVE

Section 1.

All employees shall be eligible for leave with pay, not to exceed four [4] work days, when a death in the immediate family of the employee occurs. The immediate family shall mean husband, wife, domestic partner, child, child of spouse, brother, sister, mother, father, grandparent, grandchild, father-in-law, mother-in-law, uncle, aunt, nephew, niece, or unrelated person living in the same household.

ARTICLE XII - GRIEVANCE AND ARBITRATION

Section 1.

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

Section 2.

A grievance as hereby defined, 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.

Section 3.

Grievances shall be processed in the following manner:

**Step 1:** Within eight (8) working days of the event which forms the basis of the grievance, or within eight (8) working days of when the employee knew or should have known of said event, the employee, with her or 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 eight (8) working days of the grievance presentation.

**Step 2:** If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the Departmental Supervisor within five (5) working days of the Supervisor's response. The Departmental Supervisor 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 Executive Director or his/her designee, within five (5) working days of the Step 2 response. The Executive Director shall respond in writing to the grievance within five (5) working days of its submission.

Section 4. If the response given pursuant to Step 3 above, does not satisfactorily adjust a grievance, the grievance may be submitted in writing to arbitration, within thirty (30) days of the date of the written response given pursuant to Step 3 above.

Section 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.

Section 6. Arbitration shall be conducted through a Board of Arbitration consisting of one (1) representative selected by the union, one (1) representative selected by the Employer, and an impartial chairperson mutually chosen by the parties. The procedure for arbitration shall be as follows:

(a) The Union representative and Employer representative shall meet forthwith to choose an impartial chairperson, but no later than thirty (30) calendar days from the date of the demand for arbitration. If no selection can be made within such thirty (30) day period, then either party may request lists from the American Arbitration Association and selection shall be made in accordance with the Rules of the Service.

(b) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the Service.

(c) The decision of a majority of the Board shall be the decision of the Board of Arbitration. If no majority decision can be reached, the grievance may be refiled for arbitration under Section 6(a) of this Article. The Board shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement; nor shall it have power to establish or determine any new wage rate, job classification or job differential. The decision of the Board, 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 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.

(d) Each party shall bear the expenses of preparing and presenting its own case. The compensation and expenses of the impartial chairperson and any other expenses of such Board shall be borne equally by the parties.

(e) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one grievance, except in cases of grievances arising within twenty (20) days of the initial grievance and related to the same issue.

(f) 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 if it had been available to the Union during the grievance procedure.

Section 7.

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

ARTICLE XIII - DISCIPLINE AND DISCHARGE

Section 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 the notice will be mailed to the Union within five (5) working days of the notice given to the employee.

Section 2.

The Union shall have the right, within ten (10) working days after 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 XIV - UNION STEWARDS

Section 1.

The employees in the bargaining unit may select three (3) Union Stewards to represent the employees. The Union will notify the Employer of the names of the Union Stewards.

Section 2.

The Union Stewards shall be permitted time off without loss of pay for 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.

Section 3.

The Steward's activities are expected to be of short duration, and they shall not unduly interfere with the performance of the Steward's work or the operation of the Employer.

ARTICLE XV - VISITATION BY UNION BUSINESS AGENTS

Section 1.

Duly authorized agents of the Union may visit the Employer's office to speak with employees, only after notice to and approval by the Employer's Executive Director for any such visit has been obtained. Such visits shall be restricted to the time and place so approved. Under no circumstances will such visits interfere with normal work activities.

Section 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 XVI - UNION BULLETIN BOARD

Section 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 the bulletin board shall be for Union business related to employees covered by this collective bargaining agreement.

Section 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 XVII - NO STRIKE/NO LOCKOUT

### Section 1.

The Union agrees that, during the term of this Agreement, there shall be no strikes, picketing on or about the premises of the Employer, 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.

### Section 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.

### Section 3.

In the event of any violation of the provisions of Section 1, 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 notices on all Union bulletin boards in the agency offices that such violations are a breach of this Agreement and orders the violations to be ended at once.

## ARTICLE XVIII - RESIGNATIONS

### Section 1.

Employees are expected to give thirty (30) calendar days written notice of their intent to voluntarily resign.

### Section 2.

A termination interview will be arranged between the Director of Human Resources and the resigning employee.

## ARTICLE XIX - LAYOFF AND RECALL

### Section 1.

The subject matter of any layoff decision or any reorganization, retrenchment or other similar restructuring 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.

### Section 2.

Layoffs shall be by those classifications listed in Appendix A. This list may be added to or reduced as Agency needs dictate.

### Section 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:** Staff whose bilingual skills are used in the performance of their job, shall be placed at the top of their respective list.

**STEP 4:** Layoffs shall occur from the bottom of the list.

### Section 4.

Employees designated for layoff under Step 4 above may bump the least senior bargaining unit employee of the Employer if the bumping employee (1) has previously held the position of the person being bumped or (2) has performed the job functions of the bumping position.

### Section 5.

The bumping employee's new salary shall be at the step in the new position commensurate with years of service in a bargaining unit position at the Agency.

Section 6.

In the event an employee is to be laid off under Section 3 of this Article, said employee shall be entitled to a layoff notice four (4) weeks in advance of the date of layoff, except that those employees who are bumped shall be entitled to a two (2) week notice of layoff.

Section 7.

At least four (4) weeks before the layoff decision is to become effective, the Employer shall notify both the Union and the affected individuals of the layoff and the date the layoff 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.

Section 8.

In the event of a layoff, an employee may continue to participate in the Employer's Health Plan for a period of eighteen (18) months, or until the employee obtains other health coverage, whichever is sooner, if the employee pays one-hundred percent (100%) of the premium.

Section 9.

Seniority shall be defined as the length of continuous service an employee has with the 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.

Section 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 layoff 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 or his interest in recall, and she or 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 or 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.

#### Section 12.

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 layoff.

### ARTICLE XX - LEAVES OF ABSENCE

#### Section 1.

Unpaid leaves of absence will be considered on an individual basis, and will be granted at the discretion of the Executive Director, taking into consideration the expected duration of the leave, the effect of the leave upon the workload of current employees, the needs of the Agency, and the needs of the employee. In order to be eligible for a leave of absence, an employee must have completed her/his introductory period. Unpaid leaves may include, but shall not be limited to, educational leave or union business leave.

#### Section 2.

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

Section 3.

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

Section 4.

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

Section 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 100% of the cost of those benefits during this unpaid leave.

Section 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 between the employee's department head, the Personnel Director, and the Executive Director to determine whether employment would be consistent with the safe and efficient operation of the Agency's business.

Section 7.

A. Employees may be granted a paid leave of absence for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

B. An employee shall be granted unpaid educational leave for periods of six (6) months to two (2) years to pursue courses at an accredited academic institution leading toward a certificate or degree in a discipline related to the employee's job. The Executive Director shall have sole discretion in deciding whether to grant such leaves. Requests for such leaves shall not be unreasonably denied.

## ARTICLE XXI - FAMILY MEDICAL LEAVE

### Section 1.

This article is intended to implement the provisions of the Family and Medical Leave Act. It is not intended to reduce employees' statutory or contractual rights.

### Section 2.

All full-time and regular part-time employees who have worked at least 1,250 hours within the previous twelve months are eligible for Family and Medical Leave if they have been employed by the Employer for at least twelve months as of the date the leave begins. Full-time employees who intend to take leave for the birth or adoption of a child and who have less than one year of employment as of the date the leave begins, or are otherwise not eligible for Family and Medical Leave are eligible for a parental leave.

### Section 3.

All employees who intend to take leave for the birth or adoption of a child are expected, unless an emergency arises, to give at least two weeks notice of the date they intend to depart work and when they intend to return. If an employee is unable to provide two weeks notice, he or she must provide such notice as is practicable. For all other leaves under this Article, employees are expected to give thirty (30) days advance notice of the date in which the leave is to begin. If

an employee is unable to provide 30 days notice, he or she must provide such notice as is practicable.

Section 4.

Each eligible employee who intends to go on Family and Medical Leave is entitled to a maximum of twelve weeks of unpaid leave per calendar year if the purpose of the leave is for one or more of the following reasons:

(a) because the birth of the employee's child and in order to care for such son or daughter,

(b) because of the placement of a child with the employee for adoption or foster care,

(c) in order to care for the child, spouse, or parent of the employee, if such child, spouse, or parent has a serious health condition, or

(d) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Section 5.

Employees on Family and Medical Leave shall be entitled to use all of their accrued sick leave, personal leave, vacation leave, compensatory time, and, if applicable, short term disability leave during the leave period. All other time taken during this leave period will be charged to leave without pay.

Section 6.

Employees on Family and Medical Leave will continue to accrue sick leave, vacation leave, and be credited with personal leave only for so long as they are on a paid basis (by reason of using sick, vacation or personal leave).

Section 7.

During the twelve weeks that an employee is on Family and Medical Leave, the Employer shall continue the employee's health insurance coverage at the same

contributing rates which existed before the leave. An employee who fails to meet his or her obligation to pay for continued health coverage when the payment is due may be dropped from health coverage for the remainder of the employee's Family and Medical Leave.

Section 8.

During the period of a Family and Medical Leave, the Employer will require medical certification to support a claim for leave for an employee's own serious health condition or for care of a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. Should the employer have reason to doubt the validity of a medical certification, it may, in its discretion, require a second medical opinion and periodic recertifications at the expense of the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

Section 9.

If medically necessary for a serious health condition of the employee or his or her spouse, child, or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis that is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or part-time schedule, provided that the position has equivalent pay and benefits. Upon completion of the leave, the employee shall be reinstated to his/her previous position.

Section 10.

Spouses who are both employed by the Employer are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 11.

Employees returning from Family and Medical Leave are entitled to reinstatement to their same or genuinely equivalent position except if other employees of equal length of service in the same position, or department have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave, the Employer will not be required to restore the employee on Family and Medical Leave. Such an employee will be subject to the layoff and recall provisions of the collective bargaining agreement.

Section 12.

In the event that an employee elects not to return to work upon the completion of a Family and Medical Leave, the Employer may obtain from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was beyond the employee's control.

ARTICLE XXII - PARENTAL LEAVE

Section 1.

Any employee shall be eligible for a parental leave of absence. The purpose of such leave shall be to care for a dependent child.

Section 2.

An employee requesting a parental leave of absence shall choose a leave of two, four, or ten months. These leave periods may be added to any Family and Medical Leave to which the employee is entitled. Employees are expected to give thirty (30) days notice of

the date in which the leave is to begin. If an employee is unable to provide 30 days notice, he or she must provide such notice as is practical.

Section 3.

Employees on parental leave shall be entitled to use accrued sick leave, vacation leave, personal leave, or unpaid leave of absence. Employees on parental leave will continue to accrue sick and vacation leave and be credited with personal leave, only for so long as they are on a paid basis (by reason of using sick, personal or vacation leave).

Section 4.

There shall be no accrual of benefits when an employee is on unpaid parental leave. However, employees shall not lose previously accrued benefits upon return from said leaves. The Employer shall continue to pay its share of health insurance for the first two (2) months of a parental leave. Thereafter, the health insurance will remain in effect only if the employee pays one hundred percent (100%) of the premium.

Section 5.

Employees returning from Parental Leave are entitled to reinstatement to their same or an equivalent position except that if other employees of equal length of service in the same position or department have been laid off due to economic conditions, or other changes in operating conditions affecting employment during the period of such leave, the Employer will not be required to restore the employee on Parental Leave. Such an employee will be subject to the layoff and recall provisions of the collective bargaining agreement.

ARTICLE XXIII - CIVIC DUTY LEAVE

Section 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

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

Section 2.

Employees excused from jury duty in the morning, on a regularly scheduled work day must report to the Agency in order to receive compensation for the day.

Section 3.

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

ARTICLE XXIV - ADMINISTRATIVE LEAVE

Section 1.

Administrative leave is time off, with pay, given by the Employer.

Section 2.

Administrative leave occurs when the Employer closes the office, or directs employees not to report to work.

Section 3.

Any employee on sick, personal, holiday or vacation leave, or not otherwise scheduled to work during the time the agency is closed, is not eligible for administrative leave.

Section 4.

Administrative leave may also be granted when weather so dictates, when public transportation is affected or for any other reason. The determination as to when weather conditions or public transportation conditions constitute administrative leave is solely within the discretion of the Employer.

## ARTICLE XXV - JOB DESCRIPTIONS

### Section 1.

Every position within the bargaining unit shall have a job description. A job description shall be an accurate summary of duties, responsibilities and requirements of the job, and shall include any special conditions of employment. 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.

### Section 2.

A complete set of job descriptions shall be on file with the Employer and shall be available for examination and copying by any bargaining unit employee and Union Representative. The Employer will notify the Union of any changes in an employee's job description. If so requested, the Employer will meet and discuss said changes with the Union Representative. Under no circumstances will the Employer delay implementation as a result of this request.

### Section 3.

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

## ARTICLE XXVI - POSTING FOR JOB VACANCIES

### Section 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 on the Union Bulletin Board setting forth the title of the position to be filled, pay-grade level, the qualifications involved, and the hours and days of work required. This internal notice shall be posted no less than five (5) working days prior to public notification of the vacancy.

### Section 2.

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

Section 3.

Employees who have applied for the vacant position shall be interviewed prior to any outside candidates being interviewed for the position.

Section 4.

It is the policy of the Agency to promote from within the bargaining unit whenever a vacancy occurs in a bargaining unit position, with full regard to the prime necessity of selecting the individual best qualified, in the Employer's judgment, for the posted vacancy. If the Executive Director determines that two (2) in-house candidates are the best qualified for the posted vacancy, and are equally qualified, the Executive Director shall select the candidate with the most seniority to fill the vacant position.

Management shall be the sole judge of qualifications.

Section 5.

Employees filling a posted vacancy shall be given up to a six (6) month introductory period in which to demonstrate their ability to perform the requirements of the posted position. If they have not performed the job in a satisfactory manner at the end of this trial period, the employee shall be returned to his/her previous position. If no such position exists, she or he will be placed on layoff status subject to the recall provisions of Article XIX, Section 10.

Section 6.

Within fifteen (15) calendar days of when an employee first begins to fill a posted vacancy, the employee may elect to return to her or his previous position. Thereafter, the employee has no automatic right to return to her or 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.

#### ARTICLE XXVII - EVALUATIONS/PERSONNEL FILES

##### Section 1.

All employees shall be evaluated, in writing, by their respective supervisors at least once each year on or about their anniversary date of employment. More frequent evaluations may be conducted as the Employer deems necessary. Introductory employees will be evaluated at least once during, or at the end of, the introductory period. The employee shall be entitled to receive a copy of her or his evaluation and shall be entitled to append to the evaluation any comments she or he may wish to make regarding its content. The evaluation, together with any comments by the employee, shall then become a part of the Employer's personnel record of the employee.

##### Section 2.

The subject matter of any evaluation provided for in this Article, 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, only the discipline itself is grievable.

##### Section 3.

Each employee shall have the right upon reasonable advance request, to examine and copy any material, including evaluations, contained in the personnel file of such employee. The material in the file cannot be removed and the file must be read in the office of the Executive Director or his/her designee with the Executive Director of his/her designee present.

##### Section 4.

Whenever any material is inserted into the personnel file of an employee, such employee shall be given a copy of such material. An employee shall have the right to respond in writing to material that is inserted into his or her personnel file.

## ARTICLE XXVIII - WORKLOADS

### Section 1.

The Agency and the Union agree to have an ongoing Joint Labor Management Committee to discuss work-related issues. The committee shall consist of a minimum of three bargaining unit employees to be selected by the Union and a minimum of three non-bargaining unit employees to be selected by the Executive Director. The committee shall meet monthly.

### Section 2.

The Agency and the Union recognize that caseloads must not be so large as to unreasonably burden employees or compromise client services. The Agency and the Union also recognize that caseloads must be of sufficient size as to maximize the productive and efficient use of the Agency's resources, and to permit the Agency to meet its contractual obligations. The parties agree that an appropriate caseload size varies among caseloads, taking into account the following factors, among others: the nature and degree of clients' needs; the geographic location of the clients in terms of their proximity to one another, the social economic and community circumstances of the clients.

### Section 3.

An employee who believes that his or her caseload has grown too large and is not consistent with the principles set forth in Section 2 above shall have the right to bring the matter to the attention of a Caseload Council, consisting of two bargaining-unit employees designated by the Union, and two persons designated by the Agency. The Council shall meet with the employee, consider the employee's complaint, and make its

recommendations to the Executive Director within three business days of the complaint. The Executive Director's decision on the matter will be final. In no event may an employee refuse to accept any case assigned to him or her.

Section 4.

In the event that the Union is dissatisfied with the decision of the Executive Director with regard to the caseload of any specific employee, the Union may, within five days of the Executive Director's decision, submit the matter to non-binding arbitration before an arbitrator to be selected jointly by the parties. After hearing evidence from both parties, the arbitrator (who must be expert in the social services field and experienced in work organization) shall render a non-binding advisory opinion as to whether the caseload in question is reasonable and appropriate under the standards set forth in Section 2 above, and consistent with acceptable client care existing in the elder care industry. The Executive Director shall have sole discretion as to whether to follow or act upon the arbitrator's non-binding advisory opinion.

Section 5.

The grievances of employees who are disciplined for their inability to manage their caseloads shall be submitted to an expedited grievance and arbitration process in accordance with the Expedited Arbitration rules of the American Arbitration Association, upon the request of the Union or the Agency.

Section 6.

The Agency agrees that no case managers will be laid off solely as a result of the elimination of the caseload cap. In all other respects, the Agency maintains the rights to layoff employees reserved to it under Articles IV and XIX.

## ARTICLE XXIX - MISCELLANEOUS PROVISIONS

### Section 1.

Employees who use their own car for Agency business shall be reimbursed for mileage at the IRS rate per mile. There will be no reimbursement for travel between the employee's home and the Agency regardless of whether any visits are made in transit.

### Section 2.

When an employee uses other forms of transportation to meet the requirements of her or his job assignment, she or he will be reimbursed for the actual costs of said transportation, provided the employee has received prior approval for such costs from her or his immediate supervisor. MBTA passes will be available for those who do not wish to use a car for Agency business. A combo pass will be provided where necessary for an employee to perform his or her job.

### Section 3.

Expense sheets shall be submitted within two weeks following the end of the month in which the expenses were incurred. Expenses properly submitted for reimbursement will be paid during the month following which the expenses were incurred.

### Section 4.

The Employer shall reimburse employees who use their own home telephone for Agency business when pre-authorized use by their supervisor exists, and where documented evidence in the form of bills is presented. The Employer shall reimburse employees for use of pay telephones and cell phones where reasonable and necessary to perform their jobs.

### Section 5.

A. An employee shall attend, on a paid basis, a course, conference, seminar, briefing session or other educational function of a similar nature that is intended to improve or

upgrade the employee's skill and/or knowledge of case management, gerontology, social work, nursing, or a discipline related to the employee's job.

The Executive Director shall have sole discretion in deciding whether to grant such attendance. Requests for such attendance shall not be unreasonably denied.

B. With prior authorization by the Executive Director or her/his designee, the Employer will provide or reimburse employees for registration fees, tuition fees, or the cost of related books and materials up to six hundred dollars (\$600.00) per year per employee for such courses. Alternatively, with the approval of the Executive Director, an employee may elect to apply this sum on a one-time basis toward the initial registration fees for an LSW, CCM, or similar licensure related to the employee's work.

#### ARTICLE XXX - NON-DISCRIMINATION

##### Section 1.

The Employer and the Union agree not to discriminate against any employee in applying the terms of this Agreement because of race, color, religion, 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 XXI of this Agreement.

##### Section 2.

The Employer and the Union agree that no employee shall be subjected to sexual harassment as that term is defined in the Code of Federal Regulations, 45 CFR 74677 (Nov. 10, 1980). Any employee who sexually harasses another employee or supervisor shall be subject to discipline up to and including discharge.

##### Section 3.

In the administration of this Agreement the Agency will provide reasonable accommodations to qualified employees with a disability. The need for and extent of such accommodations shall be determined by the Agency in accordance with the

requirements of the Americans with Disabilities Act and any other applicable laws. Prior to making any accommodation that would conflict with the provisions of this Agreement, the Agency will notify the Union of such accommodation and discuss the same with the Union upon request. Nothing in this section shall limit the right of an employee or the Union to grieve the denial of a reasonable accommodation as a violation of this Agreement.

#### ARTICLE XXXI - INSURANCE BENEFITS

##### Section 1.

The Employer hereby agrees to continue its Flexible Benefits Plan for all full-time and regular part-time employees. The terms of this Plan are not incorporated herein by reference.

##### Section 2.

The Employer shall contribute the following amounts toward the monthly premiums for health care coverage for full-time employees under the Employer's group plans:

Individual:	\$ 393.00
Family:	\$ 1,122.00
Parent-Child:	\$ 750.00
Employee/Spouse:	\$ 822.00

The employee shall pay any amount in excess of these contributions.

The Employer will meet with the Union to discuss any changes in the health insurance plans during the life of the agreement.

##### Section 3.

Employees who select individual or family dental care insurance will pay half the cost of the premium for such insurance.

##### Section 4.

As part of its Flexible Benefits Plan the Employer shall maintain a short-term disability policy for all full-time employees. After an employee has been on sick leave for fourteen consecutive days, and if certified by a doctor, therapist, or other appropriate medical professional, she or he shall be placed on short-term disability until the employee is able to return to work or until the carrier determines that the employee is no longer eligible to continue under the short-term disability.

Section 5.

The Employer shall maintain a Tax-Deferred Annuity Plan at the Agency which has the following characteristics:

- (a) An employee is eligible to participate in the Tax Deferred Annuity Plan when they have been continuously employed at the Agency for a six month period.
- (b) The Employer shall annually contribute on behalf of its employees the following amounts provided said employees contribute a like amount to the Tax Deferred Annuity Plan: The parties agree to meet during the life of the agreement to consider changing the current TDA carrier.

Years of Service    Employer Contribution

6 months - 2 years	2% of employee salary
2 years - 4 years	3% of employee salary
4 years - 5 years	4% of employee salary
more than 5 years	7% of employee salary

Section 6.

The Employer shall have the exclusive administration of all of the above-noted plans, the terms of which are not incorporated herein by reference.

Section 7.

The Employer shall have the exclusive right to change said plans or the insurance carrier if such changes would provide substantially the same level of benefits. The Employer agrees to notify the Union of any changes in these plans.

ARTICLE XXXII - SEPARABILITY

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, directive, order, rule or regulation now existing or hereafter enacted or issued, 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 XXXIII - DURATION AND RENEWAL

This Agreement shall become effective on July 1, 2008, and shall remain in full force and effect until June 30, 2011; 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 July, 2008.

CENTRAL BOSTON ELDER SERVICES, INC.

By \_\_\_\_\_  
Board President

\_\_\_\_\_  
Executive Director

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

APPENDIX A

- A. Office - Clerical  
Maintenance  
Data Entry
- B. Case Manager  
Community Access Specialist
- C. Bilingual Case Manager
- D. Senior Case Manager (20 + years of service)

Memorandum of Understanding

The Employer and Local 509 agree to establish a pilot program within 30 days of the signing of the 2008 - 2011 Collective Bargaining Agreement which would allow employees to work from home one day bi-weekly during the work week. The duration of the pilot will be six (6) months. At three (3) months, the Executive Director will evaluate the pilot program and discuss her findings with the Union.

Employees who participate in this program must have approval of the Executive Director or her/his designee. In order to participate in this pilot the employee's work must be up to date and they cannot be on a corrective action. In addition, a contract/or agreement regarding work to be done will be developed and signed by the Supervisor and Employee.

If an employee is unable to perform his/her duties or there is a question of abuse while on a pilot, CBES reserves the right to revoke that employee's participation in the pilot. If an employee's right to participate in the pilot is revoked the action will not be subject to the grievance procedure. CBES reserves its right to determine if this pilot will be established on a permanent basis.

CENTRAL BOSTON ELDER SERVICES, INC.

By \_\_\_\_\_  
Board President

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

By \_\_\_\_\_