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Memorandum of Agreement

This Memorandum of Agreement is made by and between Old Colony Elderly Services, Inc. (the "Agency"), and Local 509, Service Employees International Union, AFL-CIO (the "Union").

Whereas, the Agency and the Union are parties to a Collective Bargaining Agreement ("CBA") effective from July 1, 2004 through June 30, 2007; and

Whereas, the parties mutually desire to extend the CBA, subject to the modifications described below, through June 30, 2008;

Now therefore, in accordance with the provisions of the CBA, and without waiving or modifying the rights of the Agency or the Union except as expressly provided herein, the Agency and the Union hereby agree as follows:

1. Extension. The CBA, subject to the changes below, shall be extended through June 30, 2008.
2. Salaries. All bargaining unit employees on the payroll as of July 1, 2007 will receive a 2% salary increase effective July 1, 2007. In the event that a salary reserve(s) allocation is authorized during FY08, the reserve(s) will be distributed to employees in accordance with the terms of the authorization(s).
3. Mileage Reimbursement. Effective June 1, 2007, mileage reimbursement will be increased to the current IRS rate.
4. Health Insurance/Dental. Effective June 1, 2007, the Agency will assume 80% of the scheduled medical insurance plan premium increases for health and dental coverage.

AGREEMENT

BETWEEN

OLD COLONY ELDERLY SERVICES, INC.

AND

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

JULY 1, 2004 - JUNE 30, 2007

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AGREEMENT, made this 1st day of July, 2004 between OLD COLONY ELDERLY SERVICES, INC., hereinafter referred to as the "Employer," and LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time Case Managers, Protective Service Workers, Congregate/Home Delivered Meals Coordinator; excluding clerical employees, managerial employees, confidential employees, and supervisors.

Section 2. The term "full-time employee" as used in this Agreement shall mean any employee who regularly works thirty-five (35) hours per week. The term "regular part-time employee" as used in this Agreement shall mean any employee who regularly works at least twenty (20) hours per week.

ARTICLE II - PROBATIONARY PERIOD

Section 1. Bargaining unit employees shall be required to serve a probationary period of six (6) calendar months. This period shall commence on the employee's first day of work.

Section 2. A probationary employee may be disciplined or discharged at the sole discretion of the Employer during or at the end of the probationary period or any extension thereof, and said discipline or discharge shall not be subject to the grievance procedure and/or arbitration provided for in Article XII.

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

ARTICLE III - UNION MEMBERSHIP, AGENCY FEE

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

- A. Acquire and maintain membership in the Union in good standing, or
- B. Tender to the Union a service fee equal to periodic dues uniformly required as a condition of membership in the Union.

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

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 hold conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support the Union as a condition of employment.

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 and prior to the beginning of the arbitration procedure, the Union shall advise the grievant in writing of the reasonable cost of using such procedures. Should the costs of the grievance or arbitration procedure exceed the Union's estimate by a reasonable amount, the employee shall be thereafter liable for any such difference.

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 thirty (30) days notice in writing to his/her department head.

B. The Employer shall deduct such political education fund fee from the pay of employees who request such deduction, and shall transmit deductions to the Union together with a list of those employees who have authorized said deductions. The Employer is not responsible for obtaining authorization for such deductions from the employee.

ARTICLE 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 hire, fire, suspend, discipline, layoff, transfer, promote and demote employees; to require physical and mental examination of employees as incident to their receiving benefits under any of the Employer benefit plans; to assign duties to and direct the performance of employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reorganize, enlarge, reduce or discontinue an Employer function, position or department; to promulgate rules and procedures relating to employment; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means and methods by which all operations of the Employer shall be carried out; to subcontract work, and to take such other action as it deems necessary to maintain the goals and efficiency of the Employer's operations.

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 (1) 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 employees, and the needs of the clients. At the discretion of the Executive Director, an employee's work schedule may be changed during this interval to meet the needs of the Employer, or at the request of an employee.

Section 3. When the Employer determines that it is necessary to change the hours of an employee's work schedule, or to change an employee's day off, it shall first solicit from among the employees in the specific classification a volunteer to work the needed hours or day of relief. If there are no volunteers for the needed hours, the Employer shall select the employee 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. Except in unusual circumstances where client needs dictate immediate action, the Employer shall give to any employee whose schedule is being involuntarily changed, fifteen (15) working days notice of the intended change.

Section 4. The Employer and the Union recognize that flexible work schedules are an acceptable means of addressing the concerns of all employees within the bargaining unit. Any employee who wishes to adopt a flexible schedule shall bring such a request to the attention of the Executive Director, who shall take such a request into consideration when planning an employee's work schedule. Four-day (4) work weeks will be allowed. A flexible schedule may include a one-half (1/2) hour lunch period. All bargaining unit members utilizing the flexible schedule will consider a paid holiday as their normal flex day. Members will work the remainder of the week at seven (7) hours per day during the holiday week.

Section 5. A regularly scheduled work week will fall within the following hours: 7:45 a.m. to 5:00 p.m., Monday through Friday. When Employer 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 to such work. If there are no volunteers for the needed hours, the Employer shall select the employee 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 6. Employees shall be allowed time out for meals which shall be as follows: One (1) hour between the hours of 11:00 a.m. and 2:00 p.m., if the employee has worked at least two (2) hours prior to 11:00 a.m. Meal periods are unpaid. Exceptions to this meal period must be approved by the supervisor.

Section 7. Employees who work a seven (7) hour day shall be allowed to take two (2) fifteen (15) minute breaks each day, one in the morning and one in

the afternoon. Employees who work a four (4) hour day shall be entitled to one (1) fifteen (15) minute break per day.

Section 8. No overtime work shall be approved for compensation or payment unless prior approval has been obtained from the employee's supervisor.

Authorized overtime shall be compensated in the following manner: 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. The method of compensation shall be at the discretion of the employee, provided the Employer has sufficient funds available for this purpose.

Incidental overtime, defined as non-recurring time of one-half (1/2) hour or less in any one (1) day, shall not be counted as compensable overtime.

Section 9. When an employee is on authorized on-call, and is required to respond to an emergency situation, the employee shall be compensated for all time spent in responding to the emergency, provided such time exceeds thirty (30) minutes, by an equivalent amount of time off or at time and one-half (1 1/2) the employee's straight time rate of pay. The methods of compensation shall be at the discretion of the employee, provided the Employer has sufficient funds available for this purpose.

Section 10. Employees may be required to work overtime, or to attend conferences or seminars. On such occasions, employees shall be compensated according to Section 8 of this Article.

Section 11. Under the terms of this Agreement, the maximum compensatory time which can be accumulated at any one point in time is fifteen (15) hours. When an employee has reached seven and one-half (7 1/2) hours of accumulated compensatory time, it shall be the responsibility of the employee to notify the department supervisor who shall be responsible to assure that compensatory time off is scheduled, taking into account the operating needs of the Employer and the individual schedules of the employee. Compensatory time must be used within the following pay period, except with the written approval of the supervisor.

Section 12. Meetings of the staff called by the Executive Director, directors or supervisors for discussion of Employer business shall be held during usual working hours. Employees may be required to attend such meetings, even if they are not scheduled to work at such time, provided adequate notice of such meetings is given. In such cases, employees shall be given compensatory time for time spent at the meeting. Employees will not be required to attend staff meetings when they are on vacation.

Section 13. Employees are expected to make every effort to be present at work at their usual arrival time and, if this is not possible, to notify their unit supervisor within one-half (1/2) hour of their usual starting time of their anticipated arrival time. If employees are going to be late or absent, they are expected to notify their unit supervisor concerning work needing attention or appointments which should be canceled. If the supervisor is not available, the employee should notify the Department Supervisor or, if she/he is not available, the Personnel Director or Executive Director. Messages left at the reception desk will not be considered notification of intent to use sick leave.

ARTICLE VI - SALARIES

Section 1.

(a) Effective July 1, 2004, each employee on the active payroll as of that date shall receive an increase to his or her base salary equal to 4% of his or her June 30, 2004 base salary.

(b) Effective July 1, 2005, each employee on the active payroll as of that date shall receive an increase to his or her base salary equal to 4% of his or her June 30, 2005 base salary.

(c) Effective July 1, 2006, each employee on the active payroll as of that date shall receive an increase to his or her base salary equal to 4% of his or her June 30, 2006 base salary.

(d) The increases provided for in Section 1(a)-(c) include any funds provided in salary reserve allocation for the applicable year, subject to Section 7 below.

Section 2. The starting rates for the job classifications listed in Appendix

A shall be:

Category A

7/1/04	\$24,607.72
7/1/05	\$25,592.03
7/1/06	\$26,615.71

Category B

7/1/04	\$27,727.86
7/1/05	\$28,836.97
7/1/06	\$29,990.45

Category C

7/1/04	\$33,020.38
7/1/05	\$34,341.20
7/1/06	\$35,714.85

Section 3. New employees shall, in general, be paid at the applicable starting rate of their respective classifications. However, the Employer has the discretion to pay a new employee at a higher rate. In making a determination to pay a new employee at a higher rate, the Employer may consider the following factors among others: previous experience, educational background, and bilingual skills, provided such factors are related to the job.

Section 4. No employee shall receive a base salary greater than the amounts listed below. Any increase, or portion thereof, provided for in this agreement that would bring an employee's salary over the maximum amount shall be paid in the form of a lump-sum payment.

Category A

7/1/04	\$29,960.50
7/1/05	\$31,158.92
7/1/06	\$32,405.28

Category B

7/1/04	\$34,928.62
7/1/05	\$36,325.76
7/1/06	\$37,778.79

Category C

7/1/04	\$40,858.38
7/1/05	\$42,492.72
7/1/06	\$44,192.43

Section 5. An employee who has been selected to fill a posted vacancy in a higher job classification shall receive an increase in base pay equal to or greater than (at the Employer's discretion) the difference in starting rates between the employee's current and new job classifications as set forth in Section 2 above.

Section 6. Whenever an employee is assigned to work in a higher grade level on a temporary basis, that employee shall be paid the greater of:

- (a) The starting rate of the new grade; or
- (b) One Thousand Dollars (\$1,000) above the employee's current rate of pay.

Section 7. There shall be no further reopener negotiations during the term of this contract, unless the Legislature enacts salary reserve legislation that would provide a greater percentage increase, taking into account fringe benefits, than the increases provided for in Section 1 above, in which case the parties shall meet to negotiate over the distribution of such salary reserve to those employees affected by the reserve legislation.

Section 8. If at any time during the term of this Agreement the funding received by the Employer is insufficient to provide for the increases in salaries set forth above, this Agreement shall be reopened for the sole and limited purpose of negotiating a revised salary scale to reflect the funding shortfall. The Employer shall provide the Union with written notice of a reopener for this purpose. If the Employer and the Union have not negotiated a new salary scale after 30 days from the date of the reopener notice, then the matter shall be immediately submitted to the American Arbitration Association for appointment of an

impartial arbitrator whose sole authority shall be to determine a new salary scale proportionate to the funding shortfall. The fees of the arbitrator and the Association shall be borne equally by the Employer and the Union. All other terms and conditions of this Agreement shall remain in full force and effect during any reopener and/or pending arbitration under this section.

ARTICLE VII - HOLIDAYS

Section 1. Full-time employees shall be entitled to a day off with pay for each of the following holidays, if they fall on a regularly scheduled workday:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

If an above-noted holiday falls on a Sunday, full-time employees shall be entitled to the Monday following the holiday off with pay. If a holiday listed above falls on a Saturday, the Employer may, at its discretion, operate on a reduced-staff basis on the preceding Friday. 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 on that Friday. Employees who volunteer or are assigned to work on a Friday as part of a reduced staff under this section shall be entitled to schedule another day off with pay within one month of the holiday, with approval of the supervisor.

Section 2. Regular part-time employees shall receive prorated holiday pay on the basis of the percentage their part-time schedule bear to full-time employment.

Section 3. Religious holidays, other than legal holidays observed by the Employer, may be taken by a staff member provided that the time used is charged against personal leave or vacation leave, or, if he or she so chooses, to leave without pay, and provided that such leave does not interfere with the operations of the Employer.

Section 4. In the event a holiday, set forth in Section 1 of this Article, is observed during an employee's vacation, the employee, if otherwise eligible for said holiday, shall receive an additional day of vacation leave.

Section 5. If an employee's supervisor requires her/him to work on any of the holidays listed in Section 1 of this Article, said employee shall receive one and one-half (1 1/2) times her/his regular rate of pay for each hour worked.

ARTICLE VIII - VACATIONS

Section 1. With the exception noted in Section 2 herein, vacation with pay shall be granted to all full-time employees who are covered by this Agreement as follows:

<u>Length of Service</u>	<u>Accrual Rate</u>
0 - 2 years	12.5 days*
2 - 5 years	15 days
5-12 years	20 days
12+ years	25 days

* Provided the employee has completed her/his probationary period.

Section 2. Employees hired before May 1, 1987, shall continue to accrue vacation under the then-current system.

Section 3. During an employee's probationary period, she or he shall be entitled to borrow up to five (5) days of advanced vacation leave with pay. If the employee leaves or is dismissed during or at the end of her or his probationary period, the amount paid for advanced vacation leave shall be charged to the employee at the time of the final paycheck.

Section 4. During an employee's second or third year of employment, the employee may borrow advanced vacation leave with pay up to a maximum of ten (10) days, provided that, if the employee leaves or is terminated during the

accrual year, the amount granted for advanced vacation leave shall be charged to the employee at the time of the final paycheck.

Section 5. An employee may not carry over more than ten (10) days of her/his accrued vacation leave after September 30 of each year to the next, unless the Executive Director approves of a greater amount of carry-over. Effective September 30, 1998, an employee shall be eligible to receive compensation in exchange for all unused vacation days in excess of ten (10) days.

Section 6. Employees who voluntarily terminate after completing six (6) months or more of employment, will receive payment for all accrued, unused vacation time.

Section 7. All vacations must be approved in advance by the Supervisor. The Supervisor shall take into consideration the needs of the Employer in approving vacation requests.

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

Section 9. Vacation with pay cannot be taken in increments greater than fifteen (15) consecutive work days, unless otherwise approved by the Executive Director.

Section 10. The Executive Director, the Human Resources Director, the Program Managers and the Unit Supervisors shall determine the summer vacation and winter vacation schedules. Requests for summer and winter vacation time must be submitted to unit supervisors by May 15 and November 1 respectively, of each calendar year. Summer and winter vacation schedules shall be established by taking into consideration the desires of the individual employees where practicable with preference given to employees with seniority in case of a conflict, provided the employees have given notice of a vacation preference by May 15 and November 1 respectively. Summer vacations shall be defined as occurring between June 15 and September 15; winter vacations shall be defined as occurring between November 20 and January 15.

Section 11. Regular part-time employees shall receive prorated paid vacations according the schedule set out in Section 1 above.

Section 12. The minimum charge for vacation leave is one-half (1/2) day.

ARTICLE IX - SICK LEAVE

Section 1. Full-time employees shall accrue Sick Leave with pay at the rate of one and a quarter (1 1/4) days per month (fifteen (15) days per year).

Section 2. During her/his probationary period, an employee shall be entitled to a maximum of three (3) working days of advance Sick Leave with pay. However, if said employee leaves or is dismissed during or at the end of the probationary period, the amount paid for advance Sick Leave shall be charged to the employee at the time of final pay check.

Section 3. Employees shall be entitled to accumulate one hundred and fifty (150) days of unused sick leave.

Section 4. Employees shall not be entitled at any time to receive any payment whatsoever for sick leave not used.

Section 5. The Employer reserves the right, as a condition to the granting of sick leave with pay, to require satisfactory medical evidence of illness, including a doctor's certificate.

Section 6. Sick Leave may be used by the employee only when she/he is suffering from a physical or mental illness that makes it necessary for the employee to remain at home, see a doctor, or be in a hospital. Employees may use sick time for annual physical examinations.

Section 7. In case of illness in an employee's immediate family, an employee may apply a portion of her/his Sick Leave, not to exceed five (5) working days a year to care for the ill member of the immediate family, as defined in Article XI, Section 1 of this Agreement.

Section 8. With the exception of Article XXI, Section 7, of this Agreement, employees shall not be entitled to Sick Leave if they are off the active payroll on any leave of absence without pay, on vacation, or eligible for coverage under Workers' Compensation. 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 the sick leave was used must be returned to the Employer in order to restore sick days used for this purpose.

Section 9. Regular part-time employees covered by this Agreement are entitled to Sick Leave benefits hereunder, prorated to hours worked.

Section 10. The minimum charge for sick leave will be two (2) hours.

Section 11. Holidays which fall during an employee's sick leave are not counted as absences due to illness.

ARTICLE X - PERSONAL LEAVE

Section 1. Full-time employees shall be allowed three (3) days of Personal Leave with pay on July 1 of each year, provided they have completed their probationary period. Employees hired after July 1, or employees who have not completed their probationary period by July 1, shall be granted pro-rated Personal Leave.

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

Section 5. The minimum charge for Personal Leave is two (2) hours.

Section 6. Employees who terminate their employment are not be 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 unusual circumstances.

ARTICLE XI - BEREAVEMENT LEAVE

Section 1. Full-time employees shall be eligible for leave with pay, not to exceed five (5) days, in the event of the death of the employee's husband, wife, parent, or child.

Section 2. Full-time employees shall be eligible for leave with pay, not to exceed three (3) days, when a death in the immediate family (other than the husband, wife, parent, or child) of the employee occurs. The immediate family shall mean husband, wife, child, brother, sister, mother, father, grandparent, father-in-law or mother-in-law, or person living in the same household.

Section 3. At the discretion of the Executive Director, or his designee, one (1) day of bereavement leave may be granted bargaining unit employees upon the death of a close friend or relative. At the discretion of the supervisor, bargaining unit employees may be given time off to attend the funeral of a client.

Section 4. Regular part-time employee may take Bereavement Leave during the three (3) days immediately following a death in the immediate family.

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

Section 3. Grievances shall be processed in the following manner:

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

Step 2: If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the 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 within five (5) working days of the Step 2 response. The Executive Director or his/her designee shall then meet with the grievant's Union representative and the grievant, if the grievant so desires, within ten (10) working days of the grievance submission to discuss the matter. Following that meeting, the Executive Director or her/his designee shall respond in writing to the grievance within five (5) working days of the meeting.

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

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

Section 7. The Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement; nor shall the Arbitrator have power to establish or determine any new wage rate, job classification or job differential. The decision of the Arbitrator, which shall

contain a full written statement of the grounds upon which the issue or issues are decided, shall be final and binding on the Union and the Employer. The Union further agrees that should any proceeding involving the subject matters of the grievance be submitted to arbitration be, at any time prior to the arbitrator's decision, submitted to or filed with or alleged in any complaint, charge or suit in any court or before any agency of the United States or any state, then such grievance, or any decision rendered thereon by the neutral arbitrator, may, at the option of the Employer, be declared null and void and of no force and effect.

Section 8. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator and any other administrative expense of the proceeding shall be borne equally by the parties.

Section 9. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance, except in cases of grievances arising within twenty (20) days of the initial grievance and related to the same issue.

Section 10. The Union shall not be permitted to assert in arbitration any ground, or to rely on any evidence, not previously disclosed or available to the Employer.

Section 11. 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 this 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 of receipt of said notice, to grieve the Employer's action at Step 3 of the Grievance Procedure as outlined in Article XII of this Agreement.

ARTICLE XIV - UNION STEWARDS

Section 1. The employees in the bargaining unit may select two (2) Union Stewards from among bargaining unit employees. The Union will notify the Employer of the names of the Union Stewards.

Section 2. The authority of the Union Stewards under this Agreement shall be limited to and shall not exceed the following:

- (a) Investigation and presentation of grievances in accordance with the provisions of this Agreement.
- (b) The transmission of messages and information which originate from the Union.

Section 3. The Stewards' activities are expected to be of short duration, and they shall not unduly interfere with the performance of the Stewards' work or the operation of the Employer. The Stewards must advise her/his Supervisor when they are engaging in Union activities. Only one Steward is authorized to act in this capacity at a given time.

Section 4. Both Stewards may meet together with the Executive Director to discuss Union business.

Section 5. Stewards, Union Officers, and elected delegates of the Union may be granted a leave of absence without pay to attend meetings, conventions and Executive Board Meetings of the Union or its parent organization, provided such leave will not result in undue workload burdens on other employees. The Executive Director shall determine whether such leave can be granted.

ARTICLE XV - VISITATION BY BUSINESS AGENTS

Section 1. Duly authorized agents of the Union may visit the Employer's office to speak with employees only after first notifying and receiving approval by the Employer's Executive Director for any such visit. Such approval shall not be unreasonably denied. Such visits shall be restricted to the time and place so approved. Under no circumstances will there be any interference with normal work, or any Union solicitation on the Employer's premises.

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 that 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, 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 of this Article, the Employer shall not hold the Union liable or responsible in damages therefore if the Union:

- A. Promptly upon notification of such violations, orders all of its members to cease and desist from such violations at once; and
- B. Posts notice on the Union bulletin board in the Employer office that such violations are a breach of this Agreement, and orders the violations to be ended at once.

ARTICLE XVIII - RESIGNATIONS

Section 1. It is hoped that employees who intend to voluntarily terminate their employment shall give the Employer at least thirty (30) days written notice of their intent to resign, but it is expected that employees shall give at least ten (10) working days notice.

Section 2. A termination interview will be arranged between the Executive Director or his/her designee and the resigning employee.

ARTICLE XIX - LAY-OFF AND RECALL

Section 1. The subject matter of any lay-off decision is within the sole discretion of the Employer; and shall not be subject to the grievance and/or arbitration procedure provided for in Article XII of this Agreement.

Section 2. Lay-offs shall be by classification. The following classifications are currently recognized by the Employer: Case Managers, Protective Service Workers, and Congregate/Home Delivered Meals Coordinator. This list may be added to or reduced as Employer 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: Layoffs shall occur from the bottom of the list.

Section 4. Employees designated for lay-off under section 3 above may bump:

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

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

Section 5. The bumping employee's new salary shall be at the step in the new position commensurate with years of service with the Employer.

Section 6. In the event an employee is to be laid off under this Article, said employee shall be entitled to a lay-off notice four (4) weeks in advance of the date of lay-off. Each employee to be laid off shall receive two (2) weeks administrative leave with pay. The Employer, as its option, may pay four (4) weeks administrative pay in lieu of a required lay-off notice.

Section 7. At the time the lay-off decision is made, the Employer shall notify both the Union and the affected individuals of the lay-off decision and the date the lay-off is to become effective. Within ten (10) days of said notice, employees must exercise their bumping rights referred to in Section 4 of this Article. Thereafter, if a bargaining unit employee volunteers to serve as a substitute for an individual who is to be laid off, and if the individual who is to be laid off is qualified to replace the volunteer, such replacement shall become effective as soon as practical.

Section 8. In the event of a lay-off, an employee may continue to participate in the Employer's health plan according to the provisions of COBRA, or until the employee retains other health coverage, whichever is sooner, if the employee pays 100% of the premium.

Section 9. Seniority shall be defined as the length of continuous service an employee has with Employer, regardless of whether such service is part-time or full-time. Seniority shall not be broken when an employee is on an authorized leave recognized under this Agreement.

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 lay-off status shall be recalled in order of their seniority, provided they are qualified for the vacant position. An employee shall be considered for the new position if the employee has notified the Employer in writing of her/his interest in recall, and she/he included a mailing address in said notice. Employees shall be notified that they are eligible for recall by certified mail, return receipt requested. The Union shall be notified of the recall eligibility at the same time as the employee. The employee must respond affirmatively to the Employer that she/he wishes to be considered for the vacancy within ten (10) working days of when the postal service indicates that they first attempted to contact the employee.

Section 11. Employees who are laid off shall be entitled to receive all accrued vacation leave in a lump sum payment, at their current rate of pay at the time of lay-off.

ARTICLE XX - UNPAID 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, and the needs of the Employer. In order to be eligible for an unpaid leave of absence, an employee must have completed his/her probationary period.

Section 2. Except in the case of an emergency, employees must request an unpaid leave of absence at least three (3) months before the requested start date of said leave.

Section 3. When approved, unpaid leaves of absence will be granted for a specific period of time, up to six (6) months duration.

Section 4. Employees returning from unpaid leaves of absence shall be reinstated to their former position, if available, or to a substantially similar position. Returning to work prior to the expiration of a requested leave is subject to the availability of unfilled positions.

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 one hundred percent (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 among the employee's department head, the Human Resources Director and the Executive Director to determine whether employment would be consistent with the safe and efficient operation of the Employer's business.

ARTICLE XXI - FAMILY MEDICAL LEAVE

Section 1. A family or medical leave of absence (“FMLA leave”) shall be defined as an approved absence available to eligible employees for up to twelve weeks of unpaid leave per year for one or more of the following reasons:

- because of the birth of a son or daughter of the employee and in order to care for said son or daughter,
- because of the placement of a son or daughter with the employee for adoption or foster care,
- in order to care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter or parent has a serious health condition,
- because of a serious health condition that makes the employee unable to perform the functions of the employee’s position.

For purposes of this section, a “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

Section 2. To be eligible for FMLA leave under this policy, an employee must have been employed by the Employer for at least 12 months, and must have worked at least 1,250 hours within the twelve-month period preceding the commencement of the leave. The Employer utilizes the 'rolling' method for calculating eligibility.

Section 3. Use of Paid Leave

(a) If FMLA leave is taken because of the birth of an employee's child, or the placement of an adopted or foster child in an employee's home, the eligible employee must exhaust all accrued vacation and personal leave prior to going on leave without pay.

(b) If FMLA leave is taken to take care of a child, spouse or parent with a serious health condition, the eligible employee may use up to five (5) days accrued sick leave, thereafter the employee must exhaust all accrued vacation and personal leave prior to going on leave without pay.

(c) If FMLA leave is taken because of an employee's own serious health condition that makes the employee unable to perform the functions of his or her job, the employee may be eligible for the Employer's short term disability plan. In any event, prior to going on leave without pay, the employee must exhaust all accrued sick leave, vacation leave and personal leave.

Section 4. Notice of Leave

(a) Leave for the birth or placement of child: An employee must provide 30 days written notice before the date on which the leave would begin. If the employee is unable to provide thirty (30) days notice, he or she must provide such notice as is practicable.

(b) Leave for a serious medical condition: If FMLA leave is foreseeable based on planned medical treatment, employees are required to make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer. They are further required to provide 30 days advance notice, or if the treatment is in less than 30 days, such notice as is practicable.

Section 5. An employee requesting FMLA leave because of his or her own serious health condition, or the serious health condition of a child, spouse or parent may take leave intermittently or on a reduced leave schedule, if it is medically necessary. The term intermittently describes a leave schedule in which the Employee does not take all 12 weeks consecutively, but rather he or she takes a series of shorter leaves over an extended period of time. The term reduced leave describes a leave schedule in which the employee simply works fewer hours per week than usual.

Section 6. The employer will require that an employee provide medical certification to support leave for an employee's own serious health condition or to care for a seriously ill family member. 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 a seriously ill family member, the certification must include an estimate of the amount of time the employee is needed to care for the person. In its discretion, the Employer may require a second medical opinion and periodical recertification. If the first and second opinions differ, the Employer may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

Section 7. 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 8. The Employer will maintain group health and dental insurance for the employee on FMLA leave under the same conditions as the employee would enjoy if not on leave. If an employee fails to pay his or her share of the premiums

during the leave, health and dental insurance will be canceled for the duration of the leave.

Section 9. In the event that an employee elects not to return to work upon completion of an approved unpaid FMLA leave, the Employer may receive from the employee the cost of any payment made to maintain the employee's health coverage, unless the failure to return to work was for reasons beyond the employee's control. Benefit entitlement based upon length of service will be calculated based on the last paid work day prior to the start of the unpaid leave of absence. Holidays which occur during a leave will not be paid holidays unless the employee is on a paid basis on the date the holiday occurs.

Section 10. The employer will maintain coverage for the employee under the Life, STD and Retirement plans during the period of leave.

Section 11. Except for employees in the highest paid ten percent (10%) of the Employer's work force, employees on FMLA leave are entitled to reinstatement to the same or equivalent position with equivalent pay, benefits, and other terms and conditions of employment as they held before going on leave. Employees in the highest ten percent (10%) of the work force may not be eligible for reinstatement if, in the determination of the Employer, denial of an employee's job restoration is necessary to prevent substantial and grievous economic injury to the Employer. Employees will be informed of such denial as soon as possible after the determination is made, and may then elect to return to work to avoid being denied reinstatement.

Section 12. A female employee who has completed her initial probationary period but is not eligible for FMLA leave shall be entitled to an unpaid maternity leave of eight weeks in accordance with the terms of M.G.L. ch. 149, § 105D.

ARTICLE XXII - 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 Employer, 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. An employee shall not receive leave with pay for jury duty for any day for which no jury duty pay is received. In addition, an employee called to jury duty who completes jury duty prior to the halfway mark of her/his shift, shall report to work immediately after the completion of such jury duty, or forfeit leave with pay for that day.

Section 3. Leave with pay will be granted when an employee is under subpoena or court order for court attendance, provided:

- A. The employee or the employee's relatives do not have a personal interest in the case; or
- B. The case is not one in which the interests of the employee or her/his representative are adverse to those of the Employer; and
- C. The employee notifies her/his supervisor in writing when the employee is summoned for attendance in court under the subpoena or court order.

ARTICLE XXIII - 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 Employer is closed, is not eligible for Administrative Leave.

Section 4. Administrative Leave may 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 XXIV - JOB DESCRIPTIONS

Section 1. Every position within the bargaining unit shall have a job description. A job description shall be an accurate summary of the duties, responsibilities and requirements of the job; and shall include any special conditions of employment. These descriptions, however, are not part of this Agreement; and any amendments thereof shall not be subject to the grievance and arbitration provisions of this Agreement.

Section 2. The Employer hereby agrees, insofar as possible, to advise employees of any changes in their job duties, prior to the effective date of said changes.

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

Section 3. A complete set of job descriptions shall be on file with the Employer, and shall be available for examination.

Section 4. On or before the first day of employment, each new employee shall be furnished with a copy of her/his job description.

ARTICLE XXV - 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. The notice shall be posted for a period of six (6) work days. The Employer may also advertise for such vacancy during this period of time.

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

Section 4. If two (2) or more candidates are, in management's judgment, equally qualified for the posted position, the most senior employee shall be assigned to the posted position.

Section 5. The Employer shall be the sole judge of qualifications, provided such judgment is not exercised in an arbitrary or capricious manner.

Section 6. An employee filling a posted vacancy shall be given a three (3) month probationary period in which to demonstrate her/his ability to perform the requirements of the posted position. If she/he has not performed the job in a satisfactory manner during this trial period, the employee may be:

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

Section 7. Within fifteen (15) calendar days of when an employee first begins to fill a posted vacancy, the employee may elect to return to her/his previous position at the Employer. Thereafter, the employee has no automatic right to return to her/his previous position. If a vacancy occurs in said position under the provisions of Section 1 of this Article, the employee may apply for the position and will be considered for the position under the provisions of Sections 3 and 4 of this Article. An employee who retreats to a previously held lower-rated classification, or who successfully bids into a lower-rated classification, shall not be eligible to return to the higher classification or to be considered for a promotion for a period of six months from the date the employee moves to the lower-rated classification.

ARTICLE XXVI - EVALUATIONS/PERSONNEL FILES

Section 1. The Agency will maintain and provide access to personnel files in accordance with M.G.L. ch. 149, sec. 52C.

Section 2. The subject matter of any evaluation shall not be subject to the grievance and arbitration procedures outlined in this Agreement, unless the evaluation is used as a basis for discipline. In those circumstances, the discipline is grievable.

ARTICLE XXVII - HEALTH, SAFETY AND WORKING CONDITIONS

Section 1. The Employer agrees to provide a safe and healthy work environment for all of its employees. If an employee believes that an unsafe or unhealthy environment exists, she/he shall bring such condition to the attention of her/his supervisor.

Section 2. If the matter is not resolved at the supervisory level, it may be brought to the attention of the Executive Director. The Union may request that a meeting be held regarding the condition, involving the Executive Director, the Union Representative, and the Union Steward.

Section 3. A final resolution of the issue will be made by the Executive Director within ten (10) working days of the meeting in Section 2 above. In no instance will the matter be resolved through the grievance and arbitration procedures.

Section 4. When the Employer anticipates that it shall change the work location of any bargaining unit employee, the Employer will notify the employees where work locations will be affected, and seek their input prior to the implementation of any changes in work location.

ARTICLE XXVIII - MISCELLANEOUS PROVISIONS

Section 1. Employees, whose use of their own cars for Employer business has been approved by the Executive Director, shall be reimbursed for mileage at the rate approved by the Board of Directors. There will be no reimbursement for travel between the employee's home and an employee's authorized first visit and an employee's authorized last visit.

Section 2. When an employee uses other forms of transportation to meet the requirements of her/his job assignment, she/he will be reimbursed for the actual costs of said transportation, provided the employee has received prior approval for such costs from her/his immediate supervisor.

Section 3. Travel sheets shall be submitted at the end of the current bi-weekly payroll period for payment in the following pay period.

Section 4. The Employer shall reimburse employees who use their own home telephone or personal cellular phone for Employer business, when pre-authorized use by their supervisor exists and documented evidence in the form of bills is presented.

Section 5. Any employee who is required to carry the Protective Service beeper, and to remain on-call to respond to emergency situations, will receive one hundred dollars (\$100.00) during the seven (7) day period of the on-call assignment. An employee who is required to carry the Managed Care beeper,

and to remain on-call to respond to appropriate situations, will receive ninety dollars (\$90.00) during the seven (7) day period of the on-call assignment.

The Managed Care beeper shall be carried for a twelve-month period, at the expiration of which the beeper shall be posted. Priority shall be given to case managers in Managed Care/Group Adult Foster Care. If there are sufficient volunteers from that department, other volunteers, excluding Protective Service Workers, shall be considered by their seniority in the Employer, provided that such volunteers are not on corrective action. After carrying the beeper for one year, a non-Managed Care/Group Adult Foster Care case manager shall go to the bottom of the seniority list for the following year's posting.

The Protective Service back up position shall be posted on an annual basis each July 1. Volunteers for the position must meet EOE A qualifications. Volunteers shall be considered by their seniority in the Employer provided that the volunteer is deemed to be qualified in the sole discretion of management; such discretion shall not be exercised in an arbitrary or capricious manner. After carrying the beeper for one year, a case manager shall go to the bottom of the seniority list for the following year's posting.

Employees who are required to carry the Protective Service or Non-Emergency beeper during a holiday recognized under the collective bargaining agreement shall receive an additional \$20.00 premium.

Section 6. No person shall hold a job over which a member of her/his family exercises authority.

Section 7. Employees who attend an offsite day-long workshop on job-related issues will be given seven dollars (\$7.00) per day for meals if they are not included in the cost of the workshop.

Section 8. No employee shall serve on the Board of Directors of Old Colony Elderly Services, Inc.

Section 9. Employees may not accept gifts or gratuities from their clients or from vendors doing business with the Employer.

Section 10. No employee covered by this Agreement may participate in any business for remuneration, other than that of the Employer, if such work interferes with the normal performance of the work of such employee.

Section 11. The offices of the Employer are not to be used for any type of activity which is not associated with the functions or interests of the Employer. Use of the Employer's offices for the private practice of a staff member is strictly prohibited.

Section 12. The Employer will reimburse employees for Application, License, and Renewal fees associated with obtaining and maintaining valid Massachusetts Social Worker licenses (LSWA, LSW, LCSW, or LICSW) during the term of this Agreement. The Employer will require appropriate documentation as a condition of reimbursement, and will not reimburse Application or License fees where the application was unsuccessful for any reason.

ARTICLE XXIX - NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union will discriminate against any employee in applying any of the terms of this Agreement because of race, color, religious creed, national origin, sex, age, handicap, sexual orientation, or Union activity; unless such discrimination is based upon a bona fide occupational qualification, or is done pursuant to the provisions of Article 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 Mass. Gen. L. c. 151B, § 1(18). Any employee who sexually harasses another employee shall be subject to discipline up to and including discharge.

Section 3. The Employer may from time-to-time schedule workshops on racism or other form of discrimination. These workshops will be conducted during normal work hours. Employees attending such workshops will be paid their normal rate during their attendance.

Section 4. In the administration of this Agreement, the Employer and the Union will provide reasonable accommodation to qualified employees with a disability and to employees based upon their religious tenets. The need for and extent of such accommodations shall be determined by the Employer in accordance with its interpretation of the requirements of the Americans with Disabilities Act, Title VII of the 1964 Civil Rights Act, M.G.L. ch. 151B, and any other applicable laws, even if such accommodations may be in conflict with

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

ARTICLE XXX - INSURANCE BENEFITS

Section 1. The Employer hereby agrees to continue its Term Life Insurance Plan, for all eligible employees at the same contributing rates as presently exist. The terms of said Plan are not incorporated herein by reference.

Section 2. The Employer hereby agrees to provide a group Health Insurance Plan and a group Dental Plan for all full-time employees at the contributing rates defined in Section 3 below. For each regular part-time employee who participates in the Health Plan or in the Dental Plan the Employer will pay a pro-rata share of the contributing rate depending upon hours worked per week.

Section 3. During the term of this Agreement, the Employer will contribute toward the premium for the health/dental plans no less than the amounts set forth below, except that in no event will the Employer's contribution exceed the total monthly premium charged by the carrier.

<u>Coverage</u>	<u>Minimum Monthly OCES Contribution</u>
Individual	\$318
Individual & Child (if available)	\$590
Individual & Spouse (if available)	\$590
Family	\$660

During the term of this Agreement, the Employer has the right to increase or decrease its monthly contributions subject to the minimums set forth above. The

Employer agrees that it will not contribute less toward the premiums for Union employees than it does for non-Union employees for the same coverage under the same medical and dental plans.

Section 4. The Employer agrees to maintain its retirement plans for all eligible employees. The Employer agrees to make the same contribution for Union employees, on a percentage basis, that it makes for non-Union employees. The Employer may contribute to a different retirement plan if the Union approves of the new Plan.

Section 5. The Employer hereby agrees to provide a Short-term Disability Plan for all employees, with the Employer paying one hundred percent (100%) of the premium costs of said plan. The terms of this Plan are not incorporated herein by reference.

Section 6. The Employer shall have the exclusive right to change all of the above Plans or the Insurance carriers if such changes would provide substantially the same level of benefits. The Employer agrees to notify the Union of any proposed changes in these Plans, and to meet with the Union to discuss said changes if so requested.

Section 7. In the event that the Commonwealth of Massachusetts makes available to the Employer a group health or dental insurance program, the parties agree to meet to discuss and study the implications of such a program for the Employer. Neither the Employer nor the Union, however, shall be obligated to agree to any change as a result of such discussions.

ARTICLE XXXI - WORKLOADS

Section 1. The Employer will maintain workloads consistent with EOEA regulation, taking into consideration funding, hiring, and other constraints imposed by EOEA.

Section 2. To the extent that it is reasonable and practical, the Employer intends to fill all permanent vacancies as quickly as possible. Pursuant to that end, the Employer will post for vacancies and advertise as soon as it receives notification that an employee is terminating employment with the Employer.

Section 3. It is understood that when vacancies due to certain leaves recognized under this Agreement occur, the Employer may assign cases to any other employee it feels is qualified to handle the assignment. This may cause increases in workloads. Such increases are not subject to the grievance and arbitration procedure.

Section 4. Cases which are not counted under EOEA guidelines shall be distributed among staff in an equitable manner, and shall not be included in the definition of "workload" under Section 1 above.

Section 5. State Home Care (SHC) cases shall be assigned to case managers according to the following procedure:

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

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

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

Section 6. Respite care caseloads shall be assigned as equitably as possible.

ARTICLE XXXII - SEPARABILITY

Section 1. In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, or any directive, order, rule or regulation now existing or hereafter enacted or issued, by any appropriate state or federal agency which has jurisdiction over the Employer's affairs, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

ARTICLE XXXIII - DURATION AND RENEWAL

This Agreement shall become effective on July 1, 2004 and shall remain in full force and effect until June 30, 2007; 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 _____, 2004.

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

By _____

OLD COLONY ELDERLY SERVICES, INC.

By _____

APPENDIX A

Classifications

- A. Congregate/Home Delivered Meals Coordinator
- B. Case Managers
- C. Protective Service Workers

