

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

SOUTHWEST BOSTON SENIOR SERVICES, INC.

d/b/a ETHOS

AND

**LOCAL 509, SERVICE EMPLOYEES
INTERNATIONAL**

UNION, AFL-CIO, CLC

November 1, 2007 – October 31, 2010

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PREAMBLE

AGREEMENT, made this ___ day of _____, 2007 between SOUTHWEST BOSTON SENIOR SERVICES, INC. d/b/a ETHOS (hereinafter referred to as the "Employer") and LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO (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 professional employees including Care Managers, Care Manager Assistants, Protective Service Workers, Senior Protective Service Workers, Intake and Assessment Specialists, Information and Referral Workers, Personal Care Attendant Program Skills Trainer, Geriatric Social Services Coordinator and Congregate Housing Coordinators employed at any of the Employer's places of business; but excluding drivers, fiscal employees, office clerical, nutritional employees, confidential employees, guards and supervisors, as defined in the Act.

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 year of such employment, shall, at the commencement of the second year 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 sub-paragraph A of this Section, 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 collective bargaining Agreement.

Section 3.

The term "full-time employee," as used in this Agreement, shall mean any employee who regularly works thirty-five [35] hours per week. Employees must have

satisfactorily completed their introductory period thereof referred to in Article II of this Agreement to be considered a "full-time employee."

The term "regular part-time employee," as used in this Agreement, shall mean any employee who works at least seventeen and one-half [17 1/2] hours per week, and who has satisfactorily completed the introductory period or extension thereof referred to in Article II of this Agreement.

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 at the sole discretion of the Employer during or at the end of the introductory period or any extension thereof, and said discipline or discharge, including the provisions of the following paragraph, shall not be subject to the grievance procedure and/or arbitration provided for in Article XII.

The Employer may choose to extend an employee's introductory period by up to an additional three (3) months upon written notification to the employee. The written notification must include the end date for the extended introductory period, the reason for extending the introductory period, and the steps the employee must take to successfully complete the extended introductory period.

Section 3.

Any employee who resigns or is discharged, and who is subsequently rehired by the Employer after a break in service of greater than a six [6] month duration, 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 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, not to exceed an amount equal to the 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. For purposes of scheduling a union orientation not to exceed one hour, the Employer will notify union stewards and representatives electronically of a new union hire and their start date.

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 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, s/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 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 her/his wages, and to 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 her/his Political Education Fund fee authorization by giving at least sixty [60] days notice in writing to her/his fiscal manager and to the Union.

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.

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, lay off, transfer, promote and demote employees; to require medical examinations of employees as incident to their receiving benefits under any of the Employer benefit plans (health, life, short-term disability, long-term disability and Workers' Compensation); to assign duties to and direct the performance of employees; to determine the starting times, lunch times, break 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 Agency function, position or department; to relocate or redesign Agency facilities or sites; 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, have their hours reduced, or do not have enough work to meet their workload requirements.

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, unless an employee requests a change. Any change in schedule must be fixed for at least one [1] month. Requests for a change in schedule shall be given due consideration by the Department Head. In the event such a request is denied, an employee may appeal the denial to the Director of Human Resources. 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 period if the employee is given fifteen [15] work days notice of the change.

Section 3.

The Employer shall determine and schedule employees' working days, daily starting times, lunch and break times, and daily and weekly hours of work. When Agency needs require that a bargaining unit employee be assigned to work on other than a Monday through Friday schedule, the Employer shall first solicit volunteers for such work before assigning an employee to it. If a qualified person does not volunteer, the Employer shall assign the least senior qualified bargaining unit employee to this work. The Employer shall be the sole judge of qualifications.

Section 4.

Any employee who has completed the introductory period, and who wishes to work a four [4] day work week or a varied work hours schedule, shall bring such a request to the attention of the Program Director. The Program Director in deciding whether to approve such a request, shall take into consideration Agency staffing needs.

Section 5.

Full-time 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 3:00 p.m. All meal periods are unpaid. Deviations from these meal periods must be approved by the supervisor.

If a part-time employee is scheduled to work during the meal period, s/he may take a twenty [20] minute break for lunch. This time shall be considered paid time, and shall substitute for break periods provided for in Section 6 below.

Section 6.

Employees who work a seven [7] hour day shall be allowed to take two [2] ten [10] minute breaks each day, one [1] in the morning and one [1] in the afternoon.

If an employee does not take a morning break, s/he will be allowed to take a twenty [20] minute afternoon break (or vice versa).

Section 7.

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 8.

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

A. Time worked beyond thirty-five [35] hours in a 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 Employer, with the preference being for payment if the overtime set-aside is available.

B. Time worked in excess of forty [40] hours in a week shall be compensated by payment at the rate of one and one-half [1 1/2] times the employee's regular rate of pay.

C. If an employee who is not on the beeper is required to work on Saturday or Sunday, s/he shall be compensated either by compensatory time off at the employee's regular rate of pay for all hours worked between thirty-five (35) and forty (40) hours in a work week, or by payment at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. The method of compensation shall be at the discretion of the Employer. Time worked in excess of forty (40) hours in a work week as a result of working on Saturday or Sunday shall be compensated by the payment at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.

Section 9.

Employees who are required to carry a beeper and cell phone and be on-call, shall be compensated at the rate of one hundred and twenty dollars [\$120.00] per week per instrument, or the amount set by E.O.E.A. for the week when the employee is on-call, whichever is higher. On-call employees will keep themselves within the radius of the beeper and be available for telephone calls and home visits, if necessary, during the entire on-call period.

When an employee is on the beeper and is required to respond to an emergency situation, the employee shall be compensated for all time spent in responding to the emergency, if such time exceeds thirty [30] minutes, at the rate of one and one-half [1 1/2] times the employee's straight time rate of pay.

Section 10.

Employees may be required to work overtime, or to attend conferences or seminars, in addition to their regular work week. On such occasions, employees shall be compensated according to Section 8 above. However, if an employee chooses to attend a conference or seminar, the employee shall not be entitled to overtime payments.

Section 11.

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 employee's immediate supervisor to assure that compensatory time off is scheduled, taking into account the operating needs of the Employer and the individual schedules of the employees. With the approval of the supervisor, compensatory time may be used prior to or following a vacation, provided that the maximum number of work days away from the Agency is not greater than ten [10].

Section 12.

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.

Section 13.

Employees are required to notify their supervisors no later than fifteen [15] minutes after their scheduled arrival time when they will be late or absent. Messages may be left on supervisors' voice mail.

ARTICLE VI - SALARIES

Section 1.

The salary scales for all bargaining unit positions are attached hereto and made a part hereof as Appendices A & B of the Agreement. The Employer agrees to a (3.5%) increase to starting rate salaries on each salary scale as of November 1, 2007 and a 3.5% salary increase for all union members effective November 1, 2007 excluding any approved salary reserve. Salary scale increases are subject to contract re-opener negotiations in FY 2009 and 2010 (see Section 2 below).

The employer agrees to pay a one-time lump sum bonus to Case Managers of one-thousand dollars (\$1000) and PS Case Workers of six hundred dollars (\$600) effective the signing of this agreement if they were employed at Ethos on June 30, 2007 and still employed at Ethos on November 1, 2007.

Section 2.

When the Executive Office of Elder Affairs (EOEA) promulgates its salary and benefits policies for each Fiscal Year of this contract, the Employer and the Union shall on October 1 of each fiscal year begin negotiations for appropriate changes in salary and benefit policies effective November 1 of said year. If the Employer and the Union fail to reach agreement, neither party shall be forced to arbitrate the dispute and the employees shall have the right to strike in support of their final position.

When the Commonwealth of Massachusetts promulgates a Quality Care Salary Reserve for FY09, the parties agree to re-open the Agreement for the purpose of bargaining the impact of the said fund.

Section 3.

New employees shall, in general, be placed at the START level of their respective classification. The Employer does, however, have the discretion to place a new employee anywhere on the salary scale. In placing employees on the salary scale, the employer may consider the following factors among others: previous relevant experience, educational background and bilingual skills provided such factors are related to the job.

Section 4.

When the Employer determines that it has a need for a Care Manager and/or PS Case Worker with bilingual skills to service a caseload with non-English speaking clients, it will designate a current Care Manager and/or PS Case Worker to become a Bilingual Care Manager and/or Bilingual PS Case Worker or it will hire a Bilingual Care Manager and/or Bilingual PS Case Worker from outside the Agency. The Bilingual Care Manager and/or Bilingual PS Case Worker will perform the duties outlined in the Care Manager and/or PS Case Worker job description with the following additions and/or exceptions:

- A. Bilingual Care Managers and/or Bilingual PS Case Workers must accept clients in any community served by the Agency, regardless of the Bilingual Care Manager's and/or Bilingual PS Case Worker's primary neighborhood assignment.
- B. The Bilingual Care Manager and/or Bilingual PS Case Worker will be expected to assist the Intake Worker and the Message Center staff with telephone inquiries from foreign speaking callers.
- C. When other staff members are unable to secure translators they may request the use of a Bilingual Care Manager's and/or Bilingual PS Case Worker's translating services. A Bilingual Care Manager only has to translate for any program in the Care Management Department. A Bilingual PS Case Worker only has to translate for any program within the PS Department. Such requests must be cleared through the Bilingual Care Manager's and/or Bilingual PS Case Worker's supervisor. The supervisor, prior to assigning any additional translating duties shall give consideration to the Bilingual's ability to maintain his/her caseload scheduling requirements.
- D. The Bilingual Care Manager will be paid \$600 higher than a regular Care Manager and the Bilingual PS Case Worker will be paid \$650 higher than a regular PS Case Worker with the same length of service for being designated as a Bilingual Care Manager and/or Bilingual PS Case Worker and performing the tasks as agreed to on December 19, 1988.
- E. Employees with a foreign language skill, who are not designated as Bilingual Care Managers and/or Bilingual PS Case Workers, who voluntarily agree to perform translation and are approved by their program managers to perform translation/interpretation for other Agency employees, shall be compensated at the rate of fifteen dollars (\$15.00) per hour above their current rate of pay for all hours worked on such an assignment. Minimum payment for such assignments shall be fifteen dollars (\$15.00).

Section 5.

Whenever the Executive Director determines that it needs to assign a bargaining unit employee, on a temporary basis, to a higher grade bargaining unit position, it shall pay the employee so assigned for all weeks worked at the start rate of the new grade or at 5% above the employee's current rate of pay.

Section 6.

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.

Full-time employees who work a five [5] day week, shall be entitled to a day off with pay for each of the following holidays, if they fall on a regularly-scheduled workday:

- | | |
|-------------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King's Birthday | Labor Day |
| Washington's Birthday | Columbus Day |
| Evacuation Day | Veteran's Day |
| Patriot's Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Bunker Hill Day | |

Bunker Hill Day, Evacuation Day, the Friday before any of the other above days which fall on Saturday, and the Monday after any of the other above days which fall on Sunday, shall be designated as "floating holidays." Coverage for such days shall be determined first by soliciting volunteers before assigning employees. If a qualified person does not volunteer, the Employer shall assign the least senior qualified bargaining unit employee to this work, up to a limit of one [1] Protective Service Worker and two [2] Care Managers.

Employees assigned to work or choosing to work on "floating holidays" shall be given another day off.

Section 2.

Regular part-time employees shall be compensated at their regular rate of pay for the number of hours for which they were scheduled to work on the day the holiday is observed. If a holiday falls on a day on which a regular part-time employee is not scheduled to work, that employee shall receive pro-rated holiday pay for that work week.

Full-time employees who work a four [4] day work week shall have their regular work week schedule reduced by seven [7] hours during the week in which a holiday falls.

When a holiday falls on a day on which a four-day a week employee is regularly scheduled to work, that employee shall receive the holiday off with pay, but must work on her/his regularly scheduled day off. When a holiday falls on a day on which a four-day a week employee is not regularly scheduled to work, said employee must work four [4] days in that week, but her/his total work hours are reduced by seven [7].

On July 1st of each contract year, the Employer will allow two [2] Care Managers and one [1] Protective Service Worker to maintain their regularly-scheduled day off during a holiday week. In selecting employees to maintain their regularly-scheduled day off during a holiday week, the Employer shall use the following criteria:

1. The Employer's ability to operate while said employee maintains her/his regularly-scheduled day off during a holiday week.
2. The employee's seniority.
3. Whether said employee has been offered the opportunity to maintain her/his regularly-scheduled day off during a holiday week in the past three [3] years.

Preference will be given to those employees who have not had this opportunity.

This option will be available to both regular full and regular part-time employees.

Section 3.

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, vacation leave or, if s/he chooses, to leave without pay; and provided that the Employer can reasonably accommodate the religious holiday.

Section 4.

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 5.

With the exception of employees who are on the beeper, 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 the time actually spent at work.

Section 6.

Except as noted in Section 4 above, to be eligible for holiday pay an employee must have worked on the last scheduled workday prior to the next scheduled workday after each holiday. A supervisor may excuse this requirement in extended or serious illness situations.

Section 7.

Full-time employees will be allowed to take their Birthday off with pay. Regular part-time employees will receive their Birthday off with pay on a pro-rate basis. Employees may select their Birthday or any other day approved by the supervisor, within thirty [30] days of their Birthday, under this Section.

ARTICLE VIII - VACATION LEAVE

Section 1.

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

- A. Fifteen [15] days: For employees who have less than three [3] years of continuous employment from their date of hire.
- B. Twenty [20] days: For employees who have completed more than three [3] years of continuous employment from their date of hire.

Section 2.

An employee may not carry over more than fifteen [15] days of her/his accrued vacation leave from one anniversary year to the next.

Employees with three [3] or more years of service may carry over up to twenty [20] days of their accrued vacation leave from one anniversary year to the next.

Section 3.

Employees who voluntarily terminate after completing four [4] months or more of employment will receive payment for vacation time according to the provisions of Article XVIII, Section 2.

Section 4.

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

Section 5.

All vacation requests for time off in excess of one [1] day, must be submitted on the prescribed form to the employee's supervisor no less than five [5] working days in advance of the first day of leave. The supervisor shall respond to this request within two [2] working days of when the request is made. 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 6.

Vacation with pay may not be taken in increments greater than fifteen [15] consecutive work days. However, if Agency needs permit, the Executive Director may allow an employee to take vacation with pay in increments greater than fifteen [15] consecutive work days.

Section 7.

Program Directors and the Unit Supervisors shall determine the summer vacation and winter holiday schedules. Employees' requests for summer vacation time and winter holiday time must be submitted to their supervisor by May 1 and October 1, respectively, of each calendar year. Summer vacation schedules and winter holiday schedules shall be established by taking into consideration the desires of the individual employees where practicable with preference given to senior employees in case of a conflict, provided senior employees have given notice of a vacation preference by May 1 and October 1 respectively.

Summertime vacations shall be defined as occurring between June 15 and September 15. Winter holiday vacations shall be defined as occurring between November 20 and January 15.

Employees will be informed whether their vacation requests have been approved or denied in writing within two (2) weeks of the May 1 and October 1 deadlines.

If granted, employees' requests for summer and winter vacations that are submitted after May 1 and October 1, respectively, will be granted on a first-come-first-served basis.

Section 8.

Regular part-time employees shall receive pro-rated vacations according to the schedule set out in Section 1 above.

Section 9.

The minimum charge for vacation leave is one [1] hour.

ARTICLE IX - SICK LEAVE

Section 1.

Full-time employees shall be allowed to accrue sick leave with pay as follows: Twelve [12] days/eighty-four [84] hours per anniversary year.

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 whatsoever for sick leave not used. However, as an incentive to employees to reduce sick leave utilization, employees who use no more than five [5] sick days in an anniversary year may, at their request, convert up to twenty-five percent [25%] of their unused annual sick leave to an equal amount of vacation leave. The remaining sick leave shall be added to the employees' accumulated sick leave time.

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 s/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. However, employees may use sick leave for annual physical examinations, and medical and dental appointments.

Section 6.

Employees may not use sick leave if they are on a leave of absence without pay, or on vacation, or eligible for coverage under the Workers' Compensation Act. However, an employee eligible for coverage under the Workers' Compensation Act may use accrued sick leave benefits to supplement Workers' Compensation benefits to the extent such benefits are not equivalent to the employee's salary prior to the Workers' Compensation injury. If an employee is hospitalized during her/his vacation period the days spent in the hospital shall not be counted as vacation time but rather as sick leave.

Section 7.

In case of illness in an employee's immediate family, an employee may apply a portion of her/his sick leave to care for the ill member of the immediate family. If such time exceeds five [5] days in a month, the employee must request permission of the designee of the Executive Director to continue the use of sick leave for this purpose. The immediate family shall mean husband, wife, domestic partner, child, brother, sister, mother, father, grandparent, grandchild, domestic partner's mother, domestic partner's father, father-in-law, or mother-in-law.

Section 8.

Regular part-time employees covered by this Agreement are entitled to sick leave benefits hereunder on a pro-rated basis.

Section 9.

The minimum charge for sick leave is one [1] hour.

Section 10.

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

Section 11.

If an employee is in need of sick leave and has exhausted all accumulated sick leave, vacation leave and personal leave, the employee may request an unpaid leave of absence under the provisions of Article XX.

Section 12.

Employees will not be required to perform any work-related activities while on sick leave, including responding to voicemail messages left by clients of Ethos on work voice mail.

ARTICLE X - PERSONAL/DISCRETIONARY LEAVE

Section 1.

Full-time employees who have completed their first three months of employment shall be allowed thirty-five [35] hours of personal/discretionary leave with pay during each anniversary year. Newly-hired full-time employees will be entitled to fourteen [14] hours of personal/discretionary leave with pay during their first three months of employment and to twenty-one [21] hours of additional personal leave for use during the rest of their first year of employment.

Such leave shall hereafter be called "personal leave."

Section 2.

Personal leave shall be used for the personal affairs of the employee which require attention during working hours. Employees will not be required to indicate why the employees are using personal leave. Except for emergency situations, personal leave must be approved forty-eight [48] hours in advance, on the form provided, by the employee's supervisor.

Section 3.

Regular part-time employees shall be eligible for personal leave pro-rated to hours worked.

Section 4.

Personal leave may be combined with vacation leave provided that total time off does not exceed fifteen [15] consecutive work days for employees with less than three [3] years of service or twenty [20] days for employees with three [3] or more

years of service. Personal leave may not be carried over in any amount from one year to another.

ARTICLE XI – BEREAVEMENT LEAVE

All employees shall be eligible for leave with pay not to exceed 2 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 and mother/father-in-law.

ARTICLE XII - FAMILY AND MEDICAL LEAVE

Section 1 - Definitions

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), Southwest Boston Senior Services will provide eligible full-time and regular part-time employees up to twelve weeks of unpaid leave in a twelve-month period for one or more of the following reasons:

- to care for a newborn or newly-placed adopted or foster child;
- to care for a child, spouse, domestic partner, parent, grandparent, grandchild with a serious health condition,
- to care for the employee's own serious health condition.

Entitlement to leave for a newborn or newly placed adopted or foster child expires at the end of the 12-month period that commences on the date of the child's birth or placement. During that 12-month period, leave to care for a child is available without regard to the health of the child.

A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either in-patient care at a hospital, hospice, or a residential medical care facility, or continuing treatment by a health care provider.

Section 2 - Eligibility

To be eligible for leave under this policy, a full-time employee must be employed by the Agency for at least twelve months and have worked at least 1,250 hours within the twelve-month period preceding commencement of the leave. Regular part-time employees must be employed by the Agency for at least twelve months and have

worked at least 625 hours within the twelve month period preceding commencement of the leave. Full-time and regular part-time employees who intend to take leave for the birth or adoption of a child and who have completed their initial introductory period but 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 Parental Leave pursuant to Article XXI.

Section 3 - Substitution of Paid Leave

Employees taking leave under this policy may use all of their accrued vacation leave, personal leave, and sick leave. All other time taken under this policy shall be charged to leave without pay.

Section 4 - Notice Requirement

All employees who intend to take Family and Medical Leave are required to provide thirty (30) days notice to his or her supervisor of the date they intend to depart and the date they intend to return to work. If an employee is unable to provide 30 days notice, he or she must provide notice as soon as is practicable.

If leave requested for a serious medical condition 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 Agency.

Section 5 - Intermittent or Reduced Leave

An employee requesting leave because of his or her own serious health condition, or the serious health condition of a child, spouse, domestic partner, parent, grandparent, or grandchild 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. The Agency may require employees who seek an intermittent or reduced leave schedule to transfer temporarily to another position which can better accommodate recurring periods of leave than the employee's regular position, provided the alternate position is of equivalent status and provides equivalent pay and benefits.

An employee may request leave to care for a newborn or newly placed foster or adopted child on an intermittent or reduced leave basis, subject to the Executive Director's approval.

Section 6 - Certification Requirement

Employees requesting leave under this policy must provide medical certification of the Agency which supports leave for their own serious health condition or to care for a seriously ill family member or domestic partner. For an 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 family member or domestic partner, the certification must include an estimate of the amount of time the employee is needed to care for the person.

In its discretion, the Agency, at its own expense, may require a second medical opinion and periodic re-certifications. If the first and the second opinions differ, the Agency, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Agency and the employee.

Section 7 - Employee Benefits During Leave

The Agency will maintain group health and dental coverage for an employee on leave under this policy at the level and under the same conditions as the employee would enjoy if not on leave. If the employee fails to return to work following the leave, unless the failure of return is due to an extension of leave under Section 10 of this Article, the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave for a serious medical condition of himself or his family, or other circumstances beyond the employee's control, the employee on leave under this policy will be responsible for the cost of his or her health and dental coverage during the period of the leave. An employee who fails to meet his or her obligation to pay for continued health and/or dental coverage when the payment is due shall be dropped from the health and/or dental coverage for the remainder of the employee's Family and Medical Leave.

Employees on leave under this policy shall 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 leave, vacation leave or personal leave). 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 8 - Reinstatement Following Leave

Employees returning from Family and Medical Leave are entitled to reinstatement to their same or genuinely equivalent position. However, 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 Agency 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 Article XIX.

Section 9 - Reasonable Accommodation For Employees With Disabilities

Consistent with federal, state, and local laws, the Agency will consider making reasonable accommodations to those employees returning from a medical leave of absence who require such accommodation to allow them to perform the essential functions of their job.

Section 10 - Extension of Leave

An extension of leave must be requested at least thirty (30) days prior to the expiration of an employee's Family and Medical Leave. The extension may be requested with less than 30 days of notice in cases where the leave is medically necessary as verified by a physician's letter. Such request may be granted at the sole discretion of the Executive Director. Extended leave may be granted for periods of three (3) months, six (6) months, or nine (9) months.

Employees extending their Family and Medical Leave must use all of their accrued vacation leave, personal leave, and sick leave, except that employees may choose to retain up to two (2) weeks of accumulated sick leave. All other time taken during such extended leave shall be charged to leave without pay.

Employees extending their Family and Medical Leave shall continue to accrue vacation leave, sick leave, and be credited with personal leave only for so long as they are on a paid basis (by reason of using sick leave, vacation leave, or personal leave). Similarly, holidays which occur during such extended leave will not be paid holidays unless the employee is on a paid basis on the date the holiday occurs.

An employee extending his/her Family and Medical Leave on an unpaid basis beyond the original twelve (12) weeks may continue to participate in the Agency's health and dental plans if the employee pays one hundred percent (100%) of the premium costs.

Employees returning to their former status after extending their Family and Medical Leave for three (3) months are entitled to the same or genuinely equivalent position provided that other employees of equal length of service in the same or genuinely equivalent position have not been laid off during the period of such extended leave; provided, however, that such employee on extended leave shall be placed on a recall list subject to the conditions of Article XIX. Employees returning to the Agency after extending their leave for six (6) months or nine (9) months shall be entitled to the same or genuinely equivalent position if a vacancy exists in such position. If no vacancy exists at the time the employee is returning from such extended leave he or she shall be placed on a recall list subject to the conditions of Article XIX.

ARTICLE XIII - 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 ten [10] working days of the event which forms the basis of the grievance, or within ten [10] 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 seven [7] working days of the grievance presentation.

STEP 2: If the grievance is not satisfactorily resolved at STEP 1, it may be submitted to the Program Manager within seven [7] working days of the supervisor's response. The Program Manager shall respond in writing within seven [7] 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 seven [7] working days of the STEP 2 response. The Executive Director 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 the meeting, the Executive Director shall respond in writing to the grievance within seven [7] working days of the meeting.

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. 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 the 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 [1] 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.

Section 7.

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

ARTICLE XIV - 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 XV - UNION STEWARDS

Section 1.

The employees in the bargaining unit shall elect two [2] Union Stewards from among bargaining unit employees.

Section 2.

One of the Union Stewards shall be granted time off without loss of pay to investigate and present grievances in accordance with the provisions of this Agreement.

Section 3.

The Union Stewards' activities at the Agency 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.

Section 4.

All bargaining unit members may participate in one union sponsored activity per calendar year not to exceed four (4) hours in duration including travel time. Such members will receive paid release time provided that such activity occurs during their normal work hours and provided the union serves the employer with a 10-day advance notice.

ARTICLE XVI - VISITATION BY UNION BUSINESS AGENTS

Section 1.

Duly-authorized agents of the Union may visit Southwest Boston Senior Services, Inc. to speak with employees, only after notice to and approval by the Employer's

Executive Director for any such visit has been obtained. 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, except that with the permission of the Executive Director, the bargaining unit members of the Employer and a duly-authorized agent of the Union may conduct a Union meeting on the Employer's premises. If more than one [1] agent of the Union requests to be present at such a meeting, the Executive Director must be so notified prior to giving approval for the conducting of the meeting.

ARTICLE XVII - 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. The use of that bulletin board shall be for Union business related to employees covered by this collective bargaining Agreement, and may not be used for solicitation.

Section 2.

The bulletin board shall not contain the promotional literature of any candidate running for public office nor shall it contain posters of material which indicate endorsement of a particular candidate or issue.

ARTICLE XVIII - 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-out" 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 XIX - RESIGNATIONS

Section 1.

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

Section 2.

Employees who voluntarily quit or resign shall be entitled to any accrued vacation credit up to the date of separation.

Section 3.

Prior to separation from the Agency, the employee is required to return all Agency property including, but not limited to, office keys, Southwest Boston Senior Services identification card, manuals, and office equipment; and shall assure that all outstanding telephone bills are paid.

Section 4.

Upon a voluntary termination, an exit interview will be arranged by the employee's supervisor between the Executive Director or his/her designee and the resigning employee, unless the employee selects not to participate in such an interview.

ARTICLE XX - LAY-OFF, RECALL, BUMPING PROCEDURE

Section 1.

The subject matter of any lay-off decision or any reorganization, 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 XIII of this Agreement.

Section 2.

Lay-off shall be by classification. The following classifications are recognized for lay-off purposes: Care Managers, Protective Service, Congregate Housing Coordinator, Personal Care Attendant Skills Trainer, Geriatric Social Services Coordinator and Information and Referral Worker. This list may be added to or reduced as Agency needs dictate.

Section 3.

If the Employer determines that a lay-off will occur in one of the above-referenced classifications, those employees with the least seniority shall be laid off first. Staff who have a bilingual skill which is integral to the performance of their job shall be placed at the top of their respective seniority list, in order of seniority among such bilingual staff.

Section 4.

Employees designated for lay-off under Section 3 above may bump the least senior bargaining unit employee of the Employer if the bumping employee:

- A. Has previously held the position of the person being bumped; or
- B. Has performed the job functions of the bumping position; or
- C. Is determined by the Employer to be qualified for the bumping position.

Employees who have bumped under "C" herein, must serve a six (6) month introductory period in the new position.

Section 5.

If a bumping employee takes a position which has a lower pay grade than her/his present position, the bumping employee shall be placed in the same pay classification as the person s/he bumped, but will remain at the same step that s/he was in at her/his prior position.

Section 6.

In the event an employee is to be laid off under Section 3 above, said employee shall be entitled to a lay-off notice four [4] weeks in advance of the date of lay-off. The Employer, at its option, may pay two [2] 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 the Union of the persons who will be laid off, and the date and lay-off is to become effective. If a bargaining unit employee volunteers to serve as a substitute for an individual who is

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 practicable.

Section 8.

In the event of a lay-off, an employee may continue to participate in the Employer's Health Plan under the requirements of C.O.B.R.A., if the individual pays one hundred percent [100%] of the premium.

Section 9.

Seniority shall be defined as the length of continuous service in any bargaining unit position that an employee has with the Employer, regardless of whether service is part-time or full-time.

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 eligible for a new position if the employee has notified the Employer in writing of her/his interest in recall, and if s/he included a mailing address in said notice. Employees shall be notified that they are eligible for recall by registered 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 s/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.

Subject to availability of funding, employees who are laid off shall be entitled to receive all accrued vacation leave and compensatory time, in a lump sum payment at their current rate of pay at the time of lay-off, or such leave may be taken in time.

ARTICLE XXI - 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 Agency. In order to be eligible for a leave of absence, an employee must have completed one [1] year of employment.

Section 2.

Except in emergency situations, employees must request a leave of absence at least three [3] months before the requested start date of said leave. The Employer shall approve or deny requests for leaves of absence within ten [10] working days of their submission.

Section 3.

When approved, leaves of absences will be granted for a specific period of time, up to six [6] months duration. In the event that the Employer chooses to deny a request for unpaid leave, said denial shall occur within ten [10] working days of the submission of the request for leave. The Employer shall set forth in writing the reasons for denial of an unpaid leave of absence.

Section 4.

Employees returning from 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 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 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 Program Director, Human Resources 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.

Employees returning from an unpaid leave of absence shall have their anniversary date adjusted so that the time spent on the unpaid leave is not counted as time worked for the Agency.

ARTICLE XXII - PARENTAL LEAVE

Section 1.

All full-time and regular part-time employees who have completed their initial introductory period but are not eligible for Family and Medical Leave under Article XI are eligible for Parental Leave to care for a newborn or newly-placed adopted child.

Section 2.

All employees who intend to take Parental Leave are expected, if practicable, to give the Executive Director at least two (2) weeks written notice of the date they intend to depart work and the date they intend to return to work.

Section 3.

Employees intending to take Parental Leave who have worked at the Agency for at least (12) months at the time leave is to begin are entitled to a maximum of twelve (12) weeks of such leave. Employees intending to take Parental Leave who have worked at the Agency for less than twelve (12) months at the time leave is to begin are entitled to a maximum of eight (8) weeks of such leave.

Section 4.

At the end of the Parental Leave period, defined in Section 3 above, an employee is expected to return to work on the same basis (i.e. full-time or part-time) as when the employee left for such leave. If, prior to the employee's return, the Agency has a part-time vacancy in a position for which the employee is qualified, the employee may bid on the part-time position and if found qualified, may return from Parental Leave on a part-time basis.

Section 5.

Employees who are on Parental Leave may use all of their accrued sick leave, vacation leave and personal leave. All other time taken during the Parental Leave period will be charged to leave without pay.

Section 6.

Employees on Parental 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 leave, vacation leave or personal leave).

Section 7.

When an employee is on unpaid Parental Leave s/he may continue to participate in the Agency's health and dental insurance plans if the employee pays one hundred percent (100%) of the premium costs.

Section 8.

Employees returning to their former status after Parental Leave are entitled to the same position or a genuinely equivalent position, subject to the following:

Such employers shall not be required to restore an employee on parental leave to his/her previous or genuinely equivalent position if other employees of equal length of service credit and status in the same or genuinely equivalent position have been

laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such parental leave; provided, however, that such employee on parental leave shall retain any preferential consideration for another position to which s/he may be entitled as of the date of his/her leave.

Section 9.:

An extension of leave must be requested at least thirty (30) days prior to the expiration of an employee's Parental Leave. The extension may be requested with less than 30 days of notice in cases where the leave is medically necessary as verified by a physician's letter. Such request may be granted at the sole discretion of the Executive Director. Extended leave may be granted for periods of three (3) months, six (6) months, or nine (9) months.

Employees extending their Parental Leave shall continue to accrue vacation leave, sick leave, and be credited with personal leave only for so long as they are on a paid basis (by reason of using sick leave, vacation leave, or personal leave). Similarly, holidays which occur during such extended leave will not be paid holidays unless the employee is on a paid basis on the date the holiday occurs.

An employee extending his/her Parental Leave on an unpaid basis beyond the original leave may continue to participate in the Agency's health and dental plans if the employee pays one hundred percent (100%) of the premium costs.

Employees returning to their former status after extending their Parental Leave for three (3) months are entitled to the same or genuinely equivalent position provided that other employees of equal length of service in the same or similar position have not been laid off during the period such extended leave; provided, however, that such employee on extended leave shall be placed on a recall list subject to the conditions of Article XX. Employees returning to the Agency after extending their leave for six (6) months or nine (9) months shall be entitled to the same or similar position if a vacancy exists in such position. If no vacancy exists at the time the employee is returning from such extended leave he or she shall be placed on a recall list subject to the conditions of Article XX.

ARTICLE XXIII - CIVIC DUTY LEAVE

Section 1.

Leave with pay will be approved for an employee summoned for jury duty for the first three [3] days of jury service and for each day thereafter, provided the employee endorses the check received for jury duty and turns the check over to the Agency, less any meal or travel allowance. All employees should notify their supervisors, in writing, when summoned for jury duty.

Section 2.

If an employee completes jury duty prior to 12:00 noon, s/he is expected to report to work after the completion of such jury duty or forfeit leave with pay for that day. Employees who are dismissed from jury service prior to 12:00 noon, may call their supervisor and request Personal Leave for the remainder of the 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;
- B. The case is not one in which the interests of the employee or her/his representative are adverse to those of the Agency; 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. Subpoena pay shall be turned over to the Agency when it is received by the employee.

ARTICLE XXIV - ADMINISTRATIVE LEAVE

Section 1.

Administrative Leave is time off given by the Employer with pay.

Section 2.

Administrative Leave occurs when the Employer closes the office of the work location of a particular employee, or directs employees to leave work or not to report to work.

Section 3.

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

Section 4.

Administrative Leave may be granted when weather conditions so dictate, when public transportation conditions are affected, or for any other reason. The determination as to when weather conditions or other conditions affect the closing of the Agency 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.

The Employer agrees to notify both the affected employee and the Union Representative of any change in an employee's job description. If so requested by the Union Representative, the Employer will meet to discuss said changes. However, in no instance, will the Employer delay implementation of the change in a job description as a result of this request. The final decision with respect to all changes rests with the Employer.

Section 3.

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.

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 XXVI - POSTINGS FOR JOB VACANCIES

Section 1.

When a vacancy occurs in one of the following bargaining unit positions: Protective Service or Congregate Housing Coordinator; 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 ten [10] calendar days. If the Employer so chooses, it may advertise this vacancy to the public at this time.

Section 2.

In order to apply for the posted vacancy, an employee must comply with the application procedure described in the posting within the prescribed time period.

Section 3.

The Employer shall simultaneously interview both internal and outside candidates for the posted position.

Section 4.

If management determines that two [2] or more internal candidates are best qualified for the position, and are equally qualified, the most senior employee shall be assigned to the posted position.

Section 5.

The Employer shall be the sole judge of qualifications.

Section 6.

Employees filling a posted vacancy shall be given 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 during this trial period, the employee may:

- A. Be returned to her/his former position if a vacancy exists there; or
- B. Be laid off and placed on a recall list for twelve [12] months, eligible for vacancies which arise in her/his former position.

Section 7.

Employees who have been selected to fill a posted vacancy shall be placed on the appropriate salary scale in the following manner:

If the new position has a higher salary scale, the employee shall be placed on that scale at a salary not less than one thousand dollars (\$1,000.00) more than her/his current salary.

If the new position has a lower salary scale, the employee shall be placed on that scale at a salary no lower than her/his current salary.

**ARTICLE XXVII - PERSONNEL RECORDS AND
PERFORMANCE EVALUATIONS**

Section 1.

There shall be one [1] central personnel file for each bargaining unit employee, and this Article shall govern employee access to that file.

Section 2.

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 Human Resources Director.

Section 3.

Prior to the inclusion of any material in an employee's personnel file, a copy of said material shall be furnished to the employee. The employee shall have fifteen [15] work days to add any comments to said material. Thereafter, the material and the comments, if any, shall be placed in the employee's personnel file.

Section 4.

An employee may grieve the placement in her/his personnel file of material which s/he claims the Employer knew or should have known to be false.

Section 5.

All new employees shall receive a written evaluation at six [6] months. Thereafter, all employees shall be evaluated, in writing, by their respective supervisors at least once a year based on their performance in the most recently completed fiscal year. The employee shall be entitled to receive a copy of her/his evaluation, and shall be entitled to append to the evaluation any comments s/he may wish to make regarding its content. The evaluation, together with any appended comments by the employee, shall then become a part of the Employer's personnel record of the employee.

Section 6.

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.

ARTICLE XXVIII - HEALTH, SAFETY, WORKING CONDITIONS

Section 1.

If an employee believes that an unsafe or unhealthy condition exists in her/his work environment, s/he shall bring such condition to the attention of the Human Resources Director.

Section 2.

If the matter is not resolved at this level, it may be brought to the attention of the Executive Director. At this time, the Union may request that a meeting be held regarding the condition, involving the Executive Director, Human Resources Director, the Union Representative, the Union Steward, and the employee who raised the health or safety issue.

Within ten [10] working days of the Section 2 meeting, the Executive Director will inform the Union Representative of her/his plan to address the health or safety issue.

In no instance will the matter be resolved through the grievance and arbitration procedures.

ARTICLE XXIX - MISCELLANEOUS PROVISIONS

Section 1.

Employees, whose use of their own car for Agency business has been approved by the Executive Director, shall be reimbursed for work-related mileage at the current IRS-approved rate per mile. Traffic violations and tickets are not reimbursable. Parking also is not reimbursable except where an employee is required to park in a parking lot on Agency business, and such parking expense has been pre-approved by the employee's supervisor. There will be no reimbursement for travel between the employee's home and her/his assigned place of work. Monthly mileage/expense sheets must be submitted to an employee's supervisor no later than the last work day of the month two month's forward. For example, mileage/expense sheets through the last work day of March are due no later than the last work day of May. Employees who use the M.B.T.A. for Agency business will be reimbursed.

Section 2.

Employees are not allowed to transport clients in their car under any conditions.

Section 3.

All employees and their family members are expressly prohibited from accepting gifts, monies, and/or gratuities from clients, contractors or any person or group receiving services from or doing business with the Employer. An exception to this rule will be made for home-made gifts, not to exceed a five dollar [\$5.00] value, given to the employee by a client.

Section 4.

The Employer shall provide cell phones to all Home Care staff for the purpose of home visits for the home care program. If an employee chooses to use his or her own cell phone for Agency business, they will be reimbursed at a rate of fifty-five cents (\$0.55) per call and pay phone usage at fifty cents (\$.50) per work-related call when pre-authorized use by their supervisor exists. An employee may not receive reimbursement for calls on their personal cell phone if they have accepted an Agency cell phone.

Section 5.

No employee may serve on policy-making bodies of any vendor doing business with the Employer, nor may any employee be employed by or accept any compensation from a vendor firm, unless specifically permitted by the Executive Director.

ARTICLE XXX - 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, disability, sexual orientation, marital status, Vietnam-era veteran status, or Union activity unless such discrimination is based upon a bona fide occupational qualification, or is done pursuant to the provisions of Article XXII 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 (November 10, 1980). A copy of the current code definition is attached hereto as Appendix C for informational purposes. Any employee of this Agency who sexually harasses another employee of this Agency shall be subject to discipline up to and including discharge.

ARTICLE XXXI - INSURANCE BENEFITS

Section 1.

Effective October 1, 2007, the Employer hereby agrees to continue its Group Medical Insurance Plan for all full-time and regular part-time employees. In addition, effective October 1, 2007 and extending for the life of this agreement, the Employer hereby agrees to contribute to the basic individual and family health insurance plans at the rate of 75% of the premium, and to contribute an equal dollar amount toward the premium individual and family health insurance plans. The Employer's contribution for regular part-time employees who work twenty (20) or more hours per week will be prorated based on their percentage of time worked.

Section 2.

Effective October 1, 2007, the Employer hereby agrees to continue its Group Dental Insurance Plan for all full-time and regular part-time employees. In addition, effective October 1, 2007 and extending for the life of this agreement,

the Employer hereby agrees to contribute to the dental insurance plan at the rate of 75% of the premium for the individual, individual plus one, and family plans. The Employer's contribution for regular part-time employees who work twenty (20) or more hours per week will be prorated based on their percentage of time worked.

Section 3.

Effective October 1, 2007, the Employer hereby agrees to continue its short-term disability plan for all full-time employees and for regular part-time employees who work twenty (20) or more hours per week. In addition, effective October 1, 2007 and extending for the life of this agreement, the Employer hereby agrees to contribute to the plan at the rate of 100% of the premium.

Section 4.

Effective October 1, 2007, the Employer hereby agrees to continue its long-term disability plan for all full-time employees and for regular part-time employees who work twenty (20) or more hours per week. In addition, effective October 1, 2007 and extending for the life of this agreement, the Employer hereby agrees to contribute to the plan at the rate of 100% of the premium.

Section 5.

The Employer hereby agrees to provide a 403(b) plan known as the Ethos Retirement Plan for all full-time employees. Employees will be eligible for the Ethos Retirement Plan after one [1] year of continuous service.

Beginning on November 1, 2007, and extending through the life of this collective bargaining agreement, the Employer shall contribute to the 403(b) plan, on a monthly basis, at an annualized rate of one and a half percent [1.5%]. The Employer agrees to revisit the idea of a matching retirement plan contribution at future re-opener negotiations.

Section 6.

The Employer shall have the exclusive administration of all 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 - TRAINING AND EDUCATION

Section 1.

Permission to attend continuing education courses, workshops, conferences, or seminars may be requested by full-time and regular part-time employees.

Section 2.

Each request must be approved by the Executive Director or designee who shall consider the needs of the Agency and the course content in making the decision to approve attendance. If budget limitations preclude an employee's participation in a seminar or workshop, the Executive Director or her/his designee may allow an employee to attend, at the employee's own expense, during regular working hours.

Section 3.

It is understood that any employee who attends an approved course, workshop, conference and/or seminar during regular working hours will be allowed to use the Agency's time to attend such course, workshop, conference and /or seminar. On occasion, the Employer may require that an employee who attends a course, workshop or conference on Agency time shall inform other staff members about the contents of such conference or seminar, either in writing or orally.

Section 4.

Mileage, tolls and parking are reimbursable for attendance at courses, workshops, conferences and/or seminars.

Section 5.

Employees shall be entitled to apply for an unpaid leave of absence for educational leave purposes under Article XXI of this Agreement. All requests for educational leave will be processed under that Article.

Section 6.

If an employee requests educational leave on a full-time basis and said leave is approved, the Employer will pay the premium costs of an individual policy for said employee's health insurance during the period of educational leave. Said employee is expected to reimburse the Employer for these premium costs during the next six [6] months of employment following the period of educational leave. If an employee fails to return to work following the period of educational leave, s/he is expected to reimburse the Employer for the cost of the insurance premiums.

Section 7.

A. In-house and/or external preparatory courses for the Commonwealth of Massachusetts' LMHC (Licensed Mental Health Clinician), LSW, LCSW and LICSW exams and initial (first only) Commonwealth of Massachusetts licensing and registration fees, up to a maximum of \$500.00 per employee per fiscal year, will be paid for by the Employer if the employee successfully completes the exam. The employee may choose to have the payment made in one of the following ways:

1. The Employer will reimburse the employee for such fees upon evidence of successful completion of the exam; or
2. The Employer will pay the vendor in advance. The employee must successfully complete the exam within six (6) months of the date such payments were made or s/he must reimburse the Agency for the advanced fees. Such reimbursement must be authorized by the employee as a payroll deduction before the Agency pays the vendors in advance. The reimbursement deduction will be spread equally between six (6) paychecks or the remaining balance will be taken as a lump sum deduction should the employee leave employment at Ethos.

B. Employees are eligible for the above reimbursements only after successful completion of their introductory period.

C. One year after becoming licensed as an LSW, LCSW, LICSW or LMHC, Ethos will pay a \$600 lump sum payment to Case Managers and \$650 lump sum payment to PS Workers. Case managers will also receive a \$600 increase to their base salary. PS Workers will receive a \$650 increase to their base salary. Employees at the maximum of their salary scale who become licensed shall receive a lump sum payment of \$600 for those on salary scale A, B or C and \$650 for those on salary scale D. Thereafter on their anniversary date, they will receive a lump sum payment equal to twice that amount.

ARTICLE XXXIII - WORKLOADS

Section 1.

The Employer will maintain workloads consistent with E.O.E.A. program instructions or regulations.

Section 2.

When the Employer has applied to E.O.E.A. for a growth position, it shall post a notice of such application and E.O.E.A.'s response to same on the Union bulletin board.

Section 3.

In order to monitor the equitable distribution of caseloads among bargaining unit employees, the Employer shall collect caseload counts on a weekly basis and shall post on the Union bulletin board the monthly caseload count submitted to E.O.E.A.

ARTICLE XXXIV - 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 by any appropriate state or federal agency which has jurisdiction over the Agency'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 XXXV - DURATION AND RENEWAL

This Agreement shall continue in full force and effect beginning November 1, 2007 until midnight on October 31, 2010; 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 any proposed modifications during this ninety [90] day period, the Agreement shall terminate on its expiration date, unless it is mutually extended by both parties.

In witness whereof, the parties hereto have set their hands this ____ day of _____, 2007.

**Local 509, Service Employees
International Union,
AFL-CIO/CLC**

**Southwest Boston Senior
Services, Inc.
d/b/a/Ethos**

President/Executive Director

Executive Director

Negotiating Committee

Negotiating Committee

Negotiating Committee

APPENDIX A - CLASSIFICATIONS

- A = Care Manager Assistant
- B = Intake / Information and Referral Worker / Care Manager / Geriatric Social Services Coordinator / Personal Care Attendant Skills Trainer
- C = Congregate Housing Coordinator / Intake and Assessment Worker
- D = Protective Service Worker / Senior Protective Service Worker

APPENDIX B - SALARY SCALES
Effective November 1, 2007

Job Classification	Start Salary	Maximum Salary
A	\$30,211	\$36,700
B	\$37,070	\$43,559
C	\$38,607	\$44,529
D	\$41,151	\$47,575

APPENDIX C

ETHOS SEXUAL HARASSMENT POLICY

<u>Policy</u>	<p>It is the goal of Ethos to promote a workplace which is professional and which treats all of those who work here with dignity and respect. Sexual harassment is unlawful and will not be tolerated by this organization. Furthermore, any retaliation against an individual who complains about sexual harassment or cooperates with an investigation of a sexual harassment complaint is similarly unlawful and will also not be tolerated.</p> <p>Because Ethos takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and, where it is demonstrated to our satisfaction that such harassment occurred, we will act promptly to eliminate the harassment and impose such corrective action as is necessary, including disciplinary action where appropriate.</p>
<u>Definition of Sexual Harassment</u>	<p>In Massachusetts, the legal definition of sexual harassment is as follows:</p> <p>“Sexual harassment” means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:</p> <p>submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or</p> <p>such advances, requests, or conduct have the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment.</p> <p>These definitions are broad and include any sexually oriented conduct, whether it is intended or not, that is <i>unwelcome</i> and has the effect of creating a workplace environment that is <i>hostile, offensive, intimidating, or humiliating</i> to male or female employees.</p>
<u>Examples of Sexual Harassment</u>	<p>While it is not possible to list all of the circumstances that would be considered sexual harassment, the following are some examples:</p> <ul style="list-style-type: none">➤ Unwelcome sexual advances-- whether they involve physical touching or not;➤ Requests for sexual favors in exchange for actual or

	<p>promised job benefits such as favorable review, salary increases, promotions, increased benefits, or continued employment;</p> <ul style="list-style-type: none"> ➤ Sexual assault or coerced sexual acts <p>The following conduct may also constitute sexual harassment: Use of sexual epithets, sexual jokes, or written or oral references to sexual conduct; comments regarding one's sex life; sexual comments about an individual's body; comments or inquiries about an individual's sexual activity, deficiencies, or prowess;</p> <ul style="list-style-type: none"> ➤ Displaying sexually suggestive objects, pictures or cartoons; ➤ Leering, sexual whistling, brushing against the body, sexual gestures, or suggestive or sexually insulting comments; ➤ Discussion of one's sexual activities.
<p>Complaint Procedure</p>	<p>If you believe that you have been subjected to sexual harassment, you are encouraged to file an internal complaint, either orally or in writing.</p> <p>Once a complaint has been received, Ethos will investigate the allegation in a fair and expeditious manner. Our investigation would include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment.</p> <p>If our investigation reveals that sexual harassment has occurred, we will act promptly to eliminate the offending conduct. Where it is appropriate, we will impose disciplinary action, which could include the termination of the offending employee.</p> <p><i>If you wish to file a complaint, you may do so by notifying the Human Resources Director, 555 Amory Street, Jamaica Plain, MA 02130. The telephone number is (617)522-6700.</i></p>
<p>Corrective Action</p>	<p>If Ethos determines that one of its employees has engaged in sexual harassment or has retaliated against another employee for complaining of sexual harassment, appropriate disciplinary action will be taken against the offending employee depending upon the circumstances.</p> <p>Such action may include: counseling, informal or formal reprimand, verbal or written warning, suspension, reduction in pay, reduction in duties, transfer, or other formal sanctions including termination from employment.</p>
<p>State and Federal</p>	<p>In addition to the above, if you believe you have been subjected to unlawful harassment, you may file a formal</p>

Remedies

complaint with either or both of the following government agencies:

1. **The United States Equal Employment Opportunity Commission**

One Congress Street, 10th Floor
Boston, MA 02114
(617) 565-3200

2. **The Massachusetts Commission Against Discrimination**

Office:	Boston Office:	Springfield
	One Ashburton Place	436
Dwight Street		
Room 601		Suite 220
Boston, MA		Springfield,
MA 01103		
	(617) 727-3990	
(413) 739-3330		

