

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTH SHORE ELDER SERVICES, INC.**

**and**

**LOCAL 509, SERVICE EMPLOYEES INTERNATIONAL UNION,**

**AFL-CIO, CLC**

**May 1, 2008 - April 30, 2011**

May 1, 2008 – April 30, 2011

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## PREAMBLE

Agreement made this May 1, 2008 through April 30, 2011, between South Shore Elder Services, Inc. (hereinafter referred to as the "Employer") and Local 509 Service Employees International Union, AFL-CIO (hereinafter referred to as the "Union").

## ARTICLE 1 - 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 Advocate, Information Specialist, Quality Assurance Team Leader (QATL), Medicaid Team Leader, Medicaid Case Manager, Hospital/Nursing Home Liaison, Community Liaison Case Manager, Senior Case Manager, Elder Care Advisor, Protective Service Intake Specialist, Supportive Housing Coordinator and Congregate Housing Coordinator; but excluding all other employees, clerical employees, fiscal employees, Nutrition Workers, Nurses, managerial employees, confidential employees, Guards and supervisors as defined in the Act.

### Section 2.

A. Any employee who is hired under a specially-funded project and for whom the project pays her/his entire salary, 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 therefore be governed by the terms and conditions of this Agreement.

B. Any employee who is hired for a period of not more than twelve [12] months in a position other than one involving a specially-funded project of the type referred to in the preceding sub-paragraph A of this Section 2, 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.

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

### Section 4.

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

The term "regular part-time employee" as used in this Agreement shall mean any employee who works at least seventeen and one-half [17 ½] hours per week, except that regular part-time

employees shall not be eligible for insurance benefits listed in Article XXX of this contract, unless they work at least twenty [20] hours a week.

## **ARTICLE 2 - 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. This probationary period may be extended for a period of not more than three [3] calendar months by agreement between the Union and the Employer. If the probationary period is extended, the reasons for the extension shall be put in writing on or before the end of the initial term of the probationary period, and those reasons shall be placed in the employee's personnel file.

### 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 twelve [12] 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 3 - 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 bargaining unit 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 hold 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 thirty [30] days notice in writing to her/his fiscal manager.

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 4 - 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; require physical and mental examinations of employees as incident to their receiving benefits under any of the Employer

benefit plans; assign duties to and direct the performance of employees; determine the starting times, quitting times, number of hours worked, and working days during the work week; require overtime and make temporary work assignments; reassign caseloads, geographic areas served or unit supervisors; reorganize, enlarge, reduce or discontinue an Agency function, position or department; promulgate rules and procedures relating to employment; introduce new or improved methods of operation or facilities; establish new jobs or change job contents; determine the manner, means and methods by which all operations of the Employer shall be carried out; subcontract work; and 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 5 - HOURS OF WORK**

### Section 1.

The normal workweek for all full-time employees is thirty-five [35] hours, unless the employee is on an alternative work schedule as defined in Section 3 of this Article.

### Section 2.

The Employer shall determine and schedule employees' working days, daily starting times, and daily and weekly hours of work, during the week.

### Section 3.

A regularly scheduled workweek will fall within the following hours: 7:00 a.m. To 6:00 p.m., Monday through Friday. (Work within that schedule taking into consideration department schedules. New employees to remain at 8:30 a.m. - 4:30 p.m. until probationary period completed).

Staff may flex their work hours between 7 am and 6:30 pm.

When Agency needs require that a bargaining unit employee be assigned to work on Saturday, the Employer shall first solicit volunteers for Saturday work before assigning an employee to

such work. If a qualified person does not volunteer, the Employer shall assign the least senior qualified bargaining unit employee to the Saturday work.

A full-time employee may work a seven and one-half [7 ½] hour day, 7:00 a.m. to 6:00 p.m., five [5] days per week schedule, upon completion of her/his probationary period, if the supervisor grants approval for this flex-time schedule. The decision as to which schedule an employee works shall be determined by the Program Manager with seniority considerations given where possible.

By using a flextime schedule, an employee will earn a day off every fifteenth day. This day off must be taken on a Monday or a Friday. The exact day off for each flextime employee will be determined by management. The following rules will govern the use of a flextime schedule:

- A. Employees wishing to go on a flextime schedule must submit a request form to their Supervisor and Human Resource Director.
- B. Within two [2] weeks of a request being submitted, the Director of the Home Care Program will notify the employee if her/his request for flextime has been granted.
- C. If flextime is approved, an employee's flextime schedule will begin when so designated by the supervisor.
- D. An employee's right to continue on a flextime schedule can be revoked by the Director of the Home Care Program if an individual's performance or Agency needs so dictate. If Agency need is the cause of the revocation, the least senior bargaining unit employee on flextime will be affected.
- E. The time slip of an employee on flextime must now represent seven and one-half [7 ½] hours each day.
- F. If a holiday falls on a Monday, and a flextime employee is scheduled to have that day off, the flextime employee will have off the Tuesday after the Monday holiday.
- G. If a holiday falls on a Friday, and a flextime employee is scheduled to have that day off, the flextime employee will have off the Thursday preceding the Friday holiday.
- H. Consistent with Article XXIII, Section 3, if the Agency is closed on a Monday or Friday due to weather conditions or for other administrative reasons, a flex-time employee who is scheduled to have that day off will not receive another day off with pay.
- I. If a flex-time employee is sick on the day the employee is scheduled to have off, the flex-time employee will not receive another day off with pay, unless said employee is in the hospital.
- J. When taking a full day off, Employees who are on a flextime schedule must use 7 1/2 hours of vacation, personal and sick time. Flextime employees requesting a portion of a day off may do so in one-quarter [1/4] hour increments.
- K. Flex-time employees whose regularly scheduled flex-day off is Friday may receive their paycheck on the Thursday of their flex-day off.
- L. When an employee gives her/his notice of termination, s/he will be expected to Return to a regular seven [7] hour day after the last flex-day has been taken.

#### Section 4.

For educational purposes only, an employee may request that her/his schedule be adjusted so that s/he can attend classes, provided that the employee works sufficient hours to constitute a normal

work week as defined in Section 1 or Section 3 of this Article, whichever is applicable. Such schedules shall be approved by the program manager.

#### Section 5.

Full-time employees shall be allowed time out for a meal period, which shall be as follows: one [1] hour, between the hours of 11:00 a.m. and 3:00 p.m.

Meal periods are unpaid.

One [1] day exceptions to this meal period may be approved by an employee's supervisor when client needs or Agency business prevents the employee from taking lunch as provided herein.

In order to provide continuous Protective Service work coverage, one P.S.W. will be present in the office during lunch hours. If this is not possible, one P.S.W. shall carry a beeper during uncovered lunch hours.

#### Section 6.

All overtime work must receive prior approval from an employee's supervisor or department head. Protective Service advocates are presumed to have prior approval when they are attending to protective service clients, outside or their normal work hours.

Authorized overtime shall be compensated in the following manner:

- A. Compensatory time will be permitted in accordance with the Department of Labor regulations. Compensatory time cannot be banked and used in later pay periods. The employee must use the compensatory time during the same pay period in which it was accrued. If the hours are worked in week 2 of the pay period, and the employee is unable to take the compensatory time by the end of week 2, the employer must pay the employee.
- B. Time worked beyond thirty-hours ( 35) in a week shall be compensated at the employee's straight time rate of pay or compensatory time up to forty (40) hours per week.
- C. 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 ½ ) times the employee's regular rate of pay or compensatory time.
- D. For purposes of overtime, time worked shall include vacation days, holidays, sick days, personal days and bereavement leave.

#### Section 7.

Employees may be required to work overtime to meet regulatory or contractual requirements, or to attend conferences or seminars, in addition to their regular workweek. On such occasions, employees shall be compensated for work performed, or for hours spent at the conference or seminar, according to Section 6-A or 6-B above. The Employer shall continue to use volunteers to cover vacant caseloads on an overtime basis, if volunteers are sufficient to meet regulatory or contractual requirements. If there are insufficient volunteers to cover vacant caseloads, the Employer shall assign the least senior qualified bargaining unit employee to such work.

Section 8.

Calls made to employees on days off regarding work related matters will be compensated with one (1) hour of pay. All such calls must be approved by the immediate supervisor or another program manager. If the supervisor approved call leads to work, the one (1) hour compensation would not be covered as such work will be covered by overtime rules. These calls do not apply to weather or emergency days; unless such call goes to an employee who is not scheduled to work that day. Staff members being reimbursed for carrying the beeper would be excluded. Certain calls are not covered under this clause. Those that would be helpful to the worker; i.e., court appearance or home visit being canceled and / or weather emergency/crisis calls would be excluded.

Section 9.

Employees who are required to carry a beeper and be on-call shall be compensated at the rate of one-hundred seventy five dollars [\$175.00] per week, or the amount set by E.O.E.A., for the week when the employee is on-call. Back-up on-call employees will be compensated at one-hundred and twenty-five [\$125.00] per week, and shall come within the responsibility provision of the on-call employee. 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, according to Section 6 above. There will be a twenty-dollar (\$25.00) premium for all employees who are required to carry a beeper on a designated holiday and a ten-dollar (\$10.00) premium for back-up on-call workers. Change effective 7/1/98. On-call and back-up on-call workers will respond to non-protective emergency calls as well as protective service call. Change effective when non-emergency 24-hour procedure is put in place

Section 10.

Meetings of the staff called by the executive director, managers or supervisors for discussion of Agency business shall be scheduled to begin 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 compensated according to Section 6 above for the time spent in the meeting. Employees will not be required to attend staff meetings when they are on vacation.

Section 11.

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 by 9:30 a.m. 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 cancelled. If the supervisor is not available, the employee should notify another supervisor or the program manager, or, if s/he is not available, the Human Resources Director. Messages left at the reception desk will not be considered notification of an intent to use sick leave.

Section 12.

Full time employees shall be eligible for a four (4) day workweek subject to approval by Supervisors. To ensure adequate coverage, the following procedure will apply:

- A. To be eligible for a four-day workweek, you must be a full time employee and have completed your six-month probationary period.
- B. Work schedules for a four-day workweek must be approved by supervisors.
- C. Effective 7/1/06 the Employer will chose the day off. Every effort will be made to allow the employee to have a Monday or a Friday off, but the needs of the Department and agency must be met. The schedule must remain in effect for a minimum of three (3) months.
- D. Staff members working a four-day workweek shall be awarded 7 ½ hours off for each legal holiday. Therefore, if a staff member works 8.5 hours on a Monday, which is a holiday, that staff member will need to take 1 hour of their personal or vacation time to make up the difference.
- E. Employees working a four-day workweek must take one hour for lunch
- F. There shall be flexibility with regard to which hours during the day a staff member works as long as the requisite 35 hours are worked each week. Example, a staff member may work 8 ½ hours on Monday and Tuesday and then 9 hours on Wednesday and Thursday. Likewise, a staff member may work those hours between the hours of 6:00 a.m. and 8:00 p.m. So a staff member may work from 7:00 a.m. to 4:30 p.m. (which includes one hour for lunch) on Monday and then 7:00 a.m. to 5:00 p.m. (which includes one hour for lunch) on Tuesday, as long as such a schedule is consistent from week to week and is in line with their particular department/team requirements.
- G. Employees on a four-day workweek would not be eligible for Flextime.
- H. All employees' schedules must be submitted to Personnel on the attached form prior to start of revised hours, in order for the switchboard to respond to the needs of the clients.
- I. Each team must provide coverage within the hours the agency is open to the public, 8:15 a.m. to 5:00 p.m., Monday through Friday.
- J. All position responsibilities must be covered and schedules must meet the needs of the agency and teams.
- K. Any exceptions to this policy must be submitted to and approved by Personnel.
- L. The agency reserves the right to change schedules to comply with the needs of the agency.

## **ARTICLE 6 - SALARIES**

(All Salary Scale Charts appear chronologically at end of Agreement)

Section 1.

Effective 7/1/08, all wage and starting rates will be increased by 3.5% and a new Step 10 will be added at the top of Scales for D1, D2, D3 and D4. Any employee currently in Step 9 will move to Step 10 on their next anniversary date. The new Step 10 will be 2.4% above Step 9.

If the state makes available any supplemental funds for wages, such as Quality Care funds, the parties will negotiate over how these funds are distributed.

The grade classifications and salary scales for all bargaining unit positions are attached hereto and made a part hereof as Appendices A and B of this Agreement. All bargaining unit employees working for the Agency on July 1, 2008 will be placed on the same step of the attached salary scale as they were on June 30, 2008.

During fiscal year 2009, on each employee's classification anniversary date, s/he shall move to the next step on the scale provided that s/he received a satisfactory performance evaluation. If on an employee's anniversary date an evaluation has not been submitted by her/his supervisor, the employee shall move to the next step on the scale. If an unsatisfactory evaluation is subsequently submitted, the employee shall revert back to the prior step. However, the employee shall not be responsible for returning any monies received at the higher step.

#### Section 2.

The Employer and the Union shall negotiate appropriate changes in salary and benefit policies. If the Employer and the Union fail to reach agreement, neither party shall be forced to arbitrate the dispute, and both parties shall have all rights due them at the time of impasse, including the right to strike, lockout, or implement a final offer.

#### Section 3.

New employees shall, in general, be placed at the "start" level of their respective classifications. However, the Employer has the discretion to place a new employee on any step of the salary scale. In placing employees on the salary scale, the employer may consider the following factors among others: previous experience, educational background and bilingual skills, provided such factors are related to the job. Should a new employee be recruited at a step higher than the start rate, any current employee who holds the same qualifications and the market conditions at the time of hiring were the same, then the current employee(s) shall be placed at the same step.

#### Section 4.

If a step increase is denied due to an unsatisfactory performance evaluation, the employee will be given a written statement of the reasons for the denial five [5] working days preceding the date when the increase would otherwise have taken effect. Following the denial of a step increase, the employee shall be allowed a ninety [90] day period in which to improve her/his performance to a satisfactory level. If at the end of this ninety [90] day period, the employee has brought her/his performance to a satisfactory level, s/he shall be granted a step increase retroactive to the employee's classification anniversary. In no event shall the ninety [90] day review period contained in this section preclude the Employer from taking any disciplinary action during these ninety [90] days.

#### Section 5.

The Union may grieve the Employer's decision not to grant a step increase at Step 2 of the grievance procedure as outlined in Article XII of this Agreement. In the event that the Union wishes to invoke the arbitration procedure to challenge the unsatisfactory evaluation, the standard of review to be used by the arbitration panel shall be whether it is clearly erroneous. The decision of the panel shall be final and binding.

Section 6.

For each fiscal year of the contract, the Employer shall set aside two thousand dollars [\$2,000.00] for overtime pay to be paid according to Article V of this Agreement.

Section 7.

A. Employees who are promoted to the position of Hospital/ Nursing Home Liaison shall be placed at that step in column B which is at least equal to one thousand dollars [\$1,000] more than their current salary

B Effective 7/1/2003, Bilingual Case Managers are moved to D2, step2 of the salary scale. Future case managers recruited by the agency will be placed in the D2 scale.

C. All members who obtain an LSW will be given a one (1) step increase within their present salary grade. Employees who have their LSW accreditation must receive weekly supervision to maintain their LSW licensure. When an LSW employee does not participate in required weekly maintenance supervision, or otherwise fails to maintain their LSW licensure, the Employer has the right to relinquish the LSW pay increase until maintenance supervision is completed and / or licensure is restored. Employees may utilize either the LSW weekly maintenance supervision offered free of charge by SSES or they may utilize an outside source for this supervision at their on expense. If an outside source is utilized for the maintenance supervision, they must provide monthly evidentiary reports of such supervision to Human Resources. Employee must submit to Human Resources a copy of their license for the personnel file.

Section 8.

Should a case manager be required to perform work beyond the responsibilities of a case manager at SSES, they shall be moved to the next step in their wage scale for the period of time that these responsibilities are being performed or for longer if the employee remains available for such additional responsibilities.

**ARTICLE 7 - 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, January 1  | Martin Luther King's Birthday |
| Washington's Birthday      | Patriot's Day                 |
| Memorial Day               | Independence Day, July 4      |
| Labor Day                  | Columbus Day                  |
| Veteran's Day, November 11 | Thanksgiving Day              |
| Christmas Day, December 25 | Birthday                      |

If the above-noted holiday falls on a Saturday, the agency must remain open as per contract with EOEa with its usual hours of operation. Adequate coverage for the agency must be maintained on that day. Employees who are regularly scheduled to work on the Friday preceding the holiday

will be allowed the following options: work the full day and receive one day off with pay within the next fourteen (14) days or dependent upon adequate coverage, the employee may take the day off. If the above-noted holiday falls on a Sunday, full-time employees shall be entitled to the Monday following the holiday off with pay.

For the use of birthday holiday employees must use holiday within two weeks prior or after the birthday based on agency needs.

Section 2.

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

Section 3.

When a holiday falls during a workweek and regular part-time employees lose the opportunity to work on the holiday, said employees may either:

- A. Receive less pay for that work week; or
- B. Work extra hours during that workweek or the next workweek in order to receive their regular paycheck.

Section 4.

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

Section 5.

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

Section 6.

If an employee's supervisor requires her/him to work on any of the holidays listed in Section 1 of this Article, or if an employee on the beeper is required to respond to a call for a period in excess of thirty [30] minutes on any of the holidays listed in Section 1 of this Article, said employees shall receive double time pay for the time actually spent working, provided it exceeds thirty [30] minutes.

Section 7.

Provided December 24 is not on Saturday or Sunday, the Agency will remain open during the usual hours of operation on that day. Employees who are regularly scheduled to work on December 24 will be allowed the following options with respect to this day:

- A. Work the full day on December 24 and receive a half-day off with pay within the next fourteen [14] days;
- B. Work a half-day on December 24.

It is understood that employee requests for one of the above-noted options must take into consideration adequate staff coverage in each department on December 24. Employees are expected to inform their supervisor by December 1 each year of their plans for the above-referenced day.

## **ARTICLE 8 - VACATIONS**

### Section 1.

Full-time employees shall accrue vacation with pay at the rate of one and one-quarter [1 1/4] days per month of employment.

Full-time employees who complete three [3] years of employment with the Agency shall accrue vacation with pay at the rate of one and two-thirds [1 2/3] days per month of employment.

Full-time employees who complete ten [10] years of employment with the Agency shall accrue vacation with pay at the rate of two and one-twelfth [2 1/12] days per month of employment.

### Section 2.

During an employee's probationary period, s/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/his probationary period, the amount paid for advanced vacation leave shall be charged to the employee at the time of the final pay check.

### Section 3.

An employee may borrow advanced vacation leave with pay up to a maximum of five [5] 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 4.

An employee may not carry over more than fifteen [15] days of accrued vacation leave from one anniversary year to the next, except where vacations are postponed for the convenience of the Agency. In such circumstances, vacations must be rescheduled with the next three [3] months.

### Section 5.

Vacation with pay cannot be taken in increments greater than fifteen [15] consecutive workdays. The executive director in her/his discretion may allow an employee to take vacation with pay in increments greater than fifteen [15] consecutive workdays.

### Section 6.

All vacation requests for time off in excess of one [1] day must be submitted 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 twenty-four [24] hours in advance of the leave.

Section 7.

The executive director, the personnel manager, the program managers and the unit supervisors shall determine the summer vacation and Christmas holiday schedules. Employees' requests for summer vacation time and Christmas holiday time must be submitted to their supervisor by May 15 and November 1 of each calendar year.

Summer vacation schedules and Christmas holiday schedules shall be established by taking into consideration the desires of the individual employees where practicable, and preference given to senior employees in case of a conflict, provided senior 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. Christmas holiday vacations shall be defined as occurring between the day before Thanksgiving and January 15.

Section 8.

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

Section 9.

The minimum charge for vacation leave is one-quarter [1/4] hour.

## **ARTICLE 9 - SICK LEAVE**

Section 1.

Full-time employees shall be allowed to accrue sick leave with pay at the rate of one and one-fourth [1 1/4] days per month from the date of employment.

Section 2.

Employees who have exhausted accrued sick leave, and who are waiting to become eligible for short-term disability (S.T.D.), may borrow up to two [2] days of sick leave, provided they have used up all accrued vacation leave and all personal leave. Employees who terminate without reimbursing the Agency for borrowed sick time will have that sick time subtracted from their final paycheck.

Employees shall be entitled to accumulate fifty [50] days of unused sick leave effective 9/22/06

Section 3.

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

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, if:

- A. An employee has been out sick three [3] or more consecutive days; or
- B. An employee's use of sick leave suggests a pattern; or
- C. The Employer suspects abuse of sick leave.

Section 5.

Sick leave may only be used by the employee when s/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. However, employees may use sick leave for annual physical examinations, and medical and dental appointments.

Section 6.

In case of illness in an employee's immediate family, as defined in Article XI, Section 1, 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 executive director to use sick leave for this purpose.

Section 7.

Employees shall not be entitled to sick leave benefits if they are off the active payroll on any leave of absence without pay, on vacation, or drawing benefits under the Workers' Compensation Act. During the period in which an employee's coverage under the Workers' Compensation Act is being determined, an employee may use sick leave, provided adequate medical evidence of the illness or injury is provided. Any sums received from the workers' compensation carrier for the days in which sick leave was used must be returned to the Agency in order to restore sick days used for this purpose.

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.

Employees may use a portion of their sick leave to make up a full day's pay when they are out on a Workers' Compensation injury. Sick leave used in this fashion shall not accrue further sick or vacation leave.

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-quarter [1/4] hour. Time spent in excess of one [1] hour will be counted as the second hour of sick leave.

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.

Effective July 1, 1997, any full-time employee who has not used sick leave for three consecutive months, beginning at the first of the month, will be credited with 7 hours earned time off. Time off is subject to supervisory approval and must be used by the end of the year (12/31) except for the last quarter which must be used by the end of the first quarter of the next year.

Any regular part-time employee who has not used any sick leave during a quarter will be credited with earned time on a pro-rated basis. Use of earned time must be approved by the employee's supervisor.

## **ARTICLE 10 - PERSONAL LEAVE**

Section 1.

Full-time employees shall be allowed three [3] days of personal leave on January 1 of each year, provided they have completed their probationary period. Employees who have not completed their probationary period by January 1 shall be granted pro-rated personal leave.

Section 2.

During an employee's probationary period, s/he shall be entitled to borrow up to three [3] days of their pro-rated personal leave with pay. If the employee leaves or is dismissed during or at the end of her/his probationary period, the amount paid for advanced personal leave shall be charged to the employee at the time of the final paycheck.

Section 3.

Personal leave shall be used for the personal affairs of the employee. Employees will not be required to indicate why they are using personal leave.

Section 4.

Personal leave may be combined with vacation leave or other leaves with the permission of the executive director. Personal leave may not be carried over in any amount from one year to another.

Section 5.

The minimum charge for personal leave is 1/4 hour.

Section 6.

Employees who terminate their employment are not eligible for payment for unused personal leave.

Section 7.

Personal leave must be approved in writing, three [3] days in advance of the leave, by the employee's unit supervisor or, if the unit supervisor is unavailable, by the program manager, except in unusual circumstances. Employees are not required to give their supervisors the details of the "unusual circumstances". A supervisor may deny personal leave if there is not sufficient coverage or if previously scheduled meetings cannot be rescheduled.

Section 8.

Regular part-time employees shall receive personal leave pro-rated on the basis of the percentage their part-time schedules bear to full-time employment.

**ARTICLE 11 - BEREAVEMENT LEAVE**

Section 1.

An employee shall be entitled to leave with pay, for a maximum of thirty-five [35] scheduled work hours lost, in the event of the death of the employee's parent, child, spouse, sibling, or significant other. Such leave may be used only during the five [5] business days period commencing with the date of death.

In the event of the death of the employee's grandparent, father-in-law, mother-in-law, or person living in an employee's household, an employee shall be entitled to leave with pay for a maximum of twenty-one [21] scheduled hours lost. Such leave may be used only during the three [3] business days period commencing with the date of death.

If the funeral of a relative or significant other does not occur within the time periods outlined above, then an employee may request of the program director permission to delay implementation of her/his bereavement leave.

Section 2.

At the discretion of the Program Director, one [1] day of bereavement leave may be granted bargaining unit employees upon the death of another relative.

Section 3.

If a regular part-time employee loses work time due to a death in the immediate family, s/he shall be eligible for bereavement leave.

Section 4.

With supervisory approval, an employee may attend the wake or funeral of a client during her/his regular work hours.

**ARTICLE 12 - 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 grieving 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 her/his Steward, shall meet with the program manager and present to the program manager a written copy of the grievance and briefly discuss the matters outlined in the grievance. The program manager shall respond in writing within seven [7] working days of the grievance presentation. The program manager may choose to have the employee's supervisor present at the grievance presentation.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, it may be submitted to the executive director within five [5] working days of the Step 1 response. The executive director shall then meet with the grieving's Union representative, the Union Steward and the grieving, if the grieving so desires, within ten [10] working days of the grievance submission to discuss the matter. Following that meeting, the executive director shall respond in writing to the grievance within five [5] working days of the meeting.

#### Section 4.

If the response given pursuant to Step 2 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 2 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. Any grievance not responded to by the Employer in accordance with the applicable time limits will automatically be processed to the next Step of the grievance procedure.

#### 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 the Employer representative shall choose an impartial Chairperson no later than fifteen [15] calendar days from the date of the demand for arbitration. If no selection can be made within such fifteen [15] 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 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.

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 not 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.

Section 7.

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

**ARTICLE 13 - 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, unless the employee requests that the Union not be notified of the discipline or discharge.

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 2 of the grievance procedure, as outlined in Article XII of this Agreement.

**ARTICLE 14 - UNION STEWARDS**

Section 1.

The employees in the bargaining unit may select one [1] Union Steward, and one [1] alternate Steward from among bargaining unit employees.

Section 2.

Both the Union Steward and the alternate Steward shall be granted time off without loss of pay for the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the transmission of messages and information which originates from the Union.

If approved by the Executive Director, the steward or alternate steward shall be granted time off without loss of pay to meet with the Executive Director to discuss Union business.

Section 3.

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

**ARTICLE 15 - VISITATION BY UNION BUSINESS AGENTS**Section 1.

Duly-authorized agents of the Union may visit South Shore Elder 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 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 without the approval of the executive director.

**ARTICLE 16 - UNION BULLETIN BOARD**

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 after consultation with the union steward. 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.

**ARTICLE 17 - 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, except as provided for in Article VI, Section 2. And the Employer agrees that during the term of this Agreement, it will not lock out any employees, except as provided for in Article VI, Section 2.

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 grieving 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, 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 18 - 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 they are required to give two [2] weeks notice of their intent to resign.

**Section 2.**

Employees who resign shall be entitled to any accrued vacation credit up to the date of separation; provided, however, that employees who resign without giving the Agency the required notice, as provided for in Paragraph 1 of this Article, shall forfeit vacation pay at the rate of one [1] day for each day less than the fourteen [14] days required in Section 1. Payments shall be equal to a day's pay for each day of earned vacation.

**Section 3.**

An exit interview will be arranged between the executive director or his/her designee and the resigning employee. If the employee so requests, an evaluation of the employee's performance will be given at this exit interview.

**Section 4.**

Employees who have given notice of an intent to terminate their employment will not be allowed to use vacation or personal leave time in the last two weeks of their employment unless vacation time had been scheduled at least 45 days prior to the expected date of termination

**ARTICLE 19 - LAYOFF AND RECALL****Section 1.**

The subject matter of any reorganization or merger, including the layoff of any employee or employees resulting from or relating to any such reorganization or merger, shall be in the sole discretion of the Employer and shall not be subject to the Grievance Procedure and/or arbitration provided for in Article XII.

**Section 2.**

Layoff shall be by classification. The following classifications are recognized for layoff purposes: Case Managers, Protective Service Advocate, Information Specialist, Medicaid Case Manager, Hospital/Nursing Home Liaison, Community Liaison Case Manager, Senior Case Manager, Elder Care Advisor, Protective Service Intake Specialist, Supportive Housing Coordinator and Congregate Housing Coordinator. This list may be added to or reduced as Agency needs dictate.

**Section 3.**

If the Employer determines that a layoff will occur in one of the above-referenced classifications, the layoff shall be effected as follows:

STEP 1: Bargaining unit employees working in that classification shall be placed on a layoff list.

STEP 2: Staff on this list shall then be ranked in the decreasing order of their seniority.

STEP 3: Layoffs shall occur from the bottom of this list, provided that after the layoff the Employer has maintained its goals in the appropriate categories noted in its Affirmative Action Plan.

Section 4.

Employees designated for layoff under Step 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 bumped position.

Section 5.

If the bumping employee takes a position, which has a lower pay grade than her/his present position, the bumping employee's new salary shall be at that step in the new classification, which is commensurate with the employee's years of service in a bargaining unit position.

Section 6.

At the time the layoff decision is made, the Employer shall notify both the Union and the affected individuals of the layoff decision, and the date the layoff is to become effective. When fiscally possible, the Employer shall give fifteen [15] working days notice of the date of the layoff. Within five [5] working 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 practicable.

Section 7.

Each employee who is to be laid off may receive two [2] weeks severance pay, effective as of the date of her/his termination from the Agency.

Section 8.

In the event of a layoff, an employee may continue to participate in the Employer's health plan according to the provisions of C.O.B.R.A., or until the employee retains other health coverage, whichever is sooner, if the employee pays one hundred percent [100%] of the premium.

Section 9.

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

Section 10.

Any employee who is bumped or laid off shall be placed on a recall list for a period of twelve [12] months. No new bargaining unit employee shall be hired until all bargaining unit employees on the recall list have had an opportunity to be placed in their former positions.

Persons in a laid-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 s/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 s/he wishes to be considered for the vacancy, within ten [10] working days of when the postal service indicates that it first attempted to contact the employee.

Section 11.

Employees who are laid off shall be entitled to receive all accrued vacation leave, and unused Personal Leave in a lump sum payment, at their current rate of pay at the time of layoff.

**ARTICLE 20 - 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 her/his probationary period.

Section 2.

Except in the case of leave as defined in Article IX, Section 12, or in the case of an emergency, employees must request a leave of absence at least three [3] months before the requested start date of said leave.

Section 3.

When approved, leaves of absence will be granted for a specific period of time, up to three [3] months duration.

Section 4.

Employees returning from leaves of absence shall be reinstated to their former position, if available, or to a 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.

Insurance 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 between the employee's department head, the personnel director and the executive director to determine whether employment would be consistent with the safe and efficient operation of the Agency's business.

**ARTICLE 21 - FAMILY AND MEDICAL LEAVE**

The Employer agrees to comply with all applicable laws of the Family Medical Leave Act and if current contract exceeds requirements of the law, the current contract language will remain.

Section 1.

All full-time and regular part-time employees who have worked at least 1,250 hours within the previous twelve (12) months are eligible for Family and Medical leave if they have been employed by SSES for at least twelve (12) months as of the date the leave is to begin.

Section 2.

For all leaves under this article, employees are expected to give thirty (30) days advance notice of the date on which the leave is to begin. If an employee is unable to provide thirty (30) days notice, he or she must provide such notice as soon as practicable.

Section 3.

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

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

Section 4.

Employees whose use of Family and Medical Leave is due to their own inability to perform the functions of their job because of a serious health condition, or disability connected with the birth of a child, may use seven (7) days of their accrued sick leave, personal leave and vacation leave while waiting to go on short-term disability during the leave period. All other time taken during this leave period will be charged to leave without pay.

Section 5.

Employees whose use of Family and Medical Leave is due to the care of a child, the placement of a child in the home, or the serious health condition of the employee's child, spouse or parent

for whom the employee is needed to care, may use all accrued vacation leave and personal leave during the leave period. All other time taken during this leave period will be charged to leave without pay.

Section 6.

Employees on Family and Medical Leave will continue to accrue sick leave, vacation leave, and be credited with personal leave only for so long as they are on a paid basis by reason of using sick, vacation or personal leave. Employees do not accrue sick, vacation or personal leave while on short-term disability.

Section 7.

During the twelve weeks that an employee is on Family and Medical Leave, SSES shall continue the employee's health insurance coverage at the same contributing rates, which existed before the leave. An employee who fails to meet his or her obligation to pay for continued health coverage when the payment is due shall be dropped from health coverage for the remainder of the employee's Family and Medical Leave.

When an employee is on unpaid Maternity Leave but not eligible for Family and Medical Leave, she may continue to participate in the agency's health insurance plans if she pays 100% of the premium costs. (This applies to staff that are not eligible for Family Medical Leave.)

Section 8.

During the period of a Family and Medical Leave, SSES will require medical certification to support a claim for leave for an employee's own serious health condition or for care of a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position.

For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, SSES may require a second medical opinion and periodic recertifications. If the first and second opinions differ, SSES, at its own expense, may require the binding opinion of a third health care provider, approved jointly by SSES and the employee.

Section 9.

If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, SSES may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

Section 10.

Spouses who are both employed by SSES are entitled to a total of twelve (12) weeks of leave (rather than twelve [12] weeks each) for the birth or adoption of a child or for the care of a sick parent.

Section 11.

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

At least thirty (30) days prior to the expiration of leave taken for the birth or placement of a child in the home (Maternity Leave), a female employee may request a Dependent Care Leave (#13 below) which must be coterminous with Family and Medical Leave. If prior to the employee's return from Family and Medical Leave, a part-time vacancy occurs in a position for which the employee is qualified, the employee may apply for the part-time position and, if selected for the position, may return from Family and Medical Leave on a part-time basis.

Section 12.

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

Section 13.

Employees eligible for Family and Medical Leave or Maternity Leave as defined in #1 of this article are also eligible for Dependent Care Leave, which is leave taken beyond Family and Medical Leave, or Maternity Leave, to care for an employee's spouse, child or parent. The conditions under which Dependent Care Leave will be granted are as follows:

- a. Thirty (30) day written notice of a request for Dependent Care Leave must be given to the Executive Director. The notice must include the reason (s) for the leave, the date on which the leave is to begin and when the leave is to conclude.
- b. Dependent Care Leave shall be for not less than two (2) weeks and shall not exceed twelve (12) months.
- c. Employees who are on Dependent Care Leave may use all of their accrued Vacation Leave and be credited with Personal Leave. All other time taken during the Dependent Care leave period will be charged to leave without pay.
- d. Employees on Dependent Care 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.
- e. When an employee is on unpaid Dependent Care Leave, she or he may continue to participate in the agency's insurance plans if the employee pays one hundred percent (100%) of the premium costs.
- f. Employees returning to their former status after a Dependent Care Leave of four (4) months (or one [1] month if Dependent Care Leave is used immediately after Maternity Leave),

are entitled to the same or similar position provided that other employees of equal length of service in the same or similar position have not been laid off during the period of such Dependent Care Leave; provided, however, such employee on Dependent Care Leave shall retain any recall rights under Article XIX, Section 11 to which she/he may have been entitled as of the date of the leave.

Employees returning to the Agency after a Dependent Care Leave of between for (4) and twelve (12) 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 Dependent Care Leave he or she shall be placed on a recall list subject to the conditions of Article XIX Section 11.

Section 14.

Female employees who intend to take leave for the birth of a child ( Maternity Leave) and are eligible for Short Term Disability would be entitled to a maximum of six (6) weeks of Short Term Disability pay for Maternity Leave ( 60% of pay) from the insurance carrier after a seven (7) day waiting period. An employee may use seven (7) days of accrued sick, personal or vacation leave while waiting to go on Short Term Disability.

Full time and regular part time female employees who intend to take leave for the birth of a child (Maternity Leave) and who have less than one (1) year of employment as of the date of the leave is to begin, or who have worked less than 1,250 hours within the twelve (12) previous months as of the date the leave is to begin, need to complete their initial probationary period to be eligible for a Maternity Leave of twelve (12) weeks. Female employees who intend to take their leave for the birth of a child ( Maternity Leave) and have not met the requirements to be eligible for Family and Medical Leave would be eligible for six (6) weeks of Short Term Disability.

At the discretion of the insurance carrier, Short Term Disability for Maternity Leave may be extended to eight (8) weeks with medical documentation.

## **ARTICLE 22 - CIVIC DUTY LEAVE**

Section 1.

Leave with pay will be approved for an employee summoned for jury duty, provided the employee endorses the check, if received for jury duty and turns the check over to the Agency, less any meal or travel allowance. An employee should notify her/his supervisor, in writing, when the employee is summoned for jury duty.

Section 2.

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.

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 23 - 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 not to report to work.

### Section 3.

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

### Section 4.

Administrative leave may be granted when weather so dictates, or when public transportation or other conditions are affected. 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 24 - JOB DESCRIPTIONS**

### Section 1.

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

### Section 2.

A complete set of job descriptions shall be on file with the Employer, and shall be available for examination and copying by any bargaining unit employee and the Union representative. The Employer will notify the Union of any changes in an employee's job description. If so requested, the Employer will meet and discuss said changes with the Union representative in a timely fashion, not to exceed (1) one month. Under no circumstances will the Employer delay implementation as a result of this request.

### Section 3.

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

**ARTICLE 25 - POSTINGS FOR JOB PROMOTIONS**Section 1.

This Article is intended to cover promotional opportunities within the bargaining unit only.

Section 2.

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 ten [10] calendar days. If the Employer so chooses, it may advertise this vacancy to the public at this time.

Section 3.

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 4.

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

Section 5.

If management determines that two [2] or more candidates are best qualified for the position and are equally qualified, the most senior internal employee shall be assigned to the posted position; provided that the Employer achieves or maintains its goals in the appropriate categories noted in its Affirmative Action Plan.

Section 6.

The Employer shall be the sole judge of qualifications.

Section 7.

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 s/he has not performed the job in a satisfactory manner during this trial period, the employee may be:

- A. Given a second trial period;
- B. Returned to her/his former position if a vacancy exists there;
- C. Laid off and placed on a recall list for twelve [12] months,

and be 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 8.

An employee who has been selected to fill a posted vacancy (Category D1 to D2) shall be placed at that step in the new grade, which is at least equal to one thousand dollars [\$1,000] more than her/his current salary.

An employee who has been selected to fill a posted vacancy (Category D1 to D3, D1 to D4, D2 to D3, or D2 to D4) shall be placed at that step in the new grade, which is at least equal to fifteen-hundred dollars (\$1,500) more than her/his current salary.

Section 9.

The employee's new anniversary date shall be the date the employee begins work in the new classification.

**ARTICLE 26 - EVALUATIONS/PERSONNEL FILES**

Section 1.

All employees shall be evaluated, in writing, by their respective supervisors at least once each year on or about their anniversary date of employment. The employee shall be entitled to receive a copy of her/his evaluation, and shall be entitled to append to the evaluation, within five [5] workdays, 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 2.

All disciplinary slips, grievable under Section 2 of Article XIII of this Agreement shall be kept in the employee's personnel record, which is located in the Personnel Office.

The employer shall keep a personnel record in accordance with Massachusetts General Law C.149 sec 52C. Such personnel record will be kept in the Employer's Personnel Office.

Section 3.

Any employee shall have the right to review and copy the material in her/his personnel file, subject to the following conditions:

- A. That reasonable advance notice is given to the personnel manager of a request to see the file;
- B. That if the employee wishes to read references, s/he must first forward a request to the authors of the references requesting permission to see them;
- C. That if the author of a reference fails to respond, or refuses to grant permission to see it, said reference will not be made available to the employee;
- D. That the material in the file cannot be removed; and
- E. That the file is read in the presence of the personnel director or her/his designee.

Section 4.

The subject matter of any evaluation provided for in this Article shall not be subject to the Grievance and Arbitration procedures outlined in this Agreement unless the evaluation is used as a basis for discipline. In those circumstances, only the discipline itself is grievable.

Section 5.

Whenever any material is inserted into the personnel file of an employee, such employee shall be so notified and given a copy of such material. The employee shall be given five [5] workdays to

add any comments to this material, and said comments shall be attached to the material and inserted into the personnel file.

## **ARTICLE 27 - HEALTH, SAFETY AND WORKING CONDITIONS**

### Section 1.

The Employer agrees to comply with the health and safety regulations as prescribed by federal and Massachusetts statutes. 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 Steward may request that a meeting be held regarding the condition. In attendance at such a meeting would be the executive director, the Union Steward, the employee who raised the issue to the supervisor, and any other management employee who the executive director believes is important to the resolution of the issue.

### Section 3.

Within ten [10] working days of the Section 2 meeting, the executive director will issue her/his final resolution of the matter. In no instance will the matter be resolved through the grievance and arbitration procedures.

## **ARTICLE 28 - MISCELLANEOUS PROVISIONS**

### Section 1.

Effective July 1, 2006, employees, whose use of their own cars for Agency business has been approved by the executive director, shall be reimbursed for work-related mileage at the rate determined by the IRS per mile. Other travel expenses will be reimbursed by the Employer, provided receipts have been submitted to the fiscal office, if the Board of Directors modifies its current travel expense policy.

There will be no reimbursement for travel between the employee's home and her/his assigned place of work. Mileage/expense sheets are to be submitted to an employee's supervisor on or before the fifth of each month for the preceding month's expenses.

### Section 2.

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

### Section 3.

Staff may receive up to at least \$300 per year to cover the costs of job-related conferences, trainings and coursework not offered by the Agency subject to supervisory approval. Employees who attend an all-day workshop on job-related issues will be reimbursed up to ten dollars [\$12.00] for meal expenses, provided proper receipts are given to the fiscal office.

Section 4.

When it becomes necessary for an employee to spend the evening away from home to attend a work-related conference, accommodations, major transportation arrangements and reasonable meal expenses (excluding alcoholic beverages) will be reimbursed by the Agency, provided advance approval for attendance at the conference has been obtained from the executive director.

Section 5.

The Employer shall reimburse employees who use their own home telephone for Agency business. When pre-authorized use by their supervisor exists and where documented evidence in the form of bills is presented. SSES will pay \$ 15.00 per month to any staff member that is determined to have a cell phone as part of their job (staff that have an absolute necessity to use a phone will have one supplied by the SSES.)

To be eligible to receive the payment, staff must complete a cell phone registration form which will be kept in the employee's personnel file, with a copy given to their supervisor. Eligible staff should be available by phone when out of the office in case contact has to be made. Payment will be made as part of the travel reimbursement process. The monthly travel form must have a copy of the current cell phone bill attached to ensure that cell phone service is still active. If no cell phone bill is attached to the monthly travel expense form, payment will not be made.

Any agency staff person that is using an agency cell phone would not be eligible for payment. This reimbursement is effective 10/1.06.

Section 6.

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 homemade gifts given to the employee by a client.

Section 7.

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 prior written approval of the executive director is obtained.

**ARTICLE 29 - NON-DISCRIMINATION**Section 1.

Americans with Disabilities Act of 1990, as amended, prohibits discrimination on the basis of disability and protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with necessary reasonable accommodations that do not impose undue hardship.

Section 2.

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 preference, 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 3.

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). Any employee who sexually harasses another employee or supervisor shall be subject to discipline up to and including discharge.

### **ARTICLE 30 - INSURANCE BENEFITS**

Section 1:

The Employer will contribute towards the premiums of the agency's health plan up to an amount shown in the following schedule, or one hundred percent (100%) of the total premium, whichever is less, for all full time employees.

The agency offers a choice of either the Value Plan (remove HMO Blue Value Plus Plan) or the Deductible Plan (remove HMO Blue Deductible Plan.) The Deductible Plan has a \$ 1,000 deductible for Individuals; \$ 2,000 deductible for Employee & Spouse and Employee & Partner; \$2,500 deductible for Employee and Child(ren) and \$ 2,500 for the Family Plan. SSES will be the first payee for the above deductibles (i.e., \$ 625 for Individuals, \$ 1,250 for Employee & Spouse and Employee & Partner, \$1,250 for Employee and Child(ren) and \$ 1,250 for the Family Plan).

For Employees taking the deductible plan, SSES will pay 65% of the cost of the Plan and, as of January 1, 2009, SSES will pay 70% of the Plan. For Employees taking the Value Plan, SSES will contribute the same dollar amount that is paid for the Deductible Plan

Applicable Time Period: January 1, 2008 to December 31, 2008

Employer Monthly Contribution: Individual Plan: \$ 332.75  
 Employee & Spouse: \$ 665.57  
 Employee & Partner: \$ 665.57  
 Employee & Children: \$ 635.56  
 Family Plan: \$ 1,169.05

For regular part-time employees, the employer will contribute towards the premiums of the above mentioned plans, or 100% of the total premium, whichever is less, on the following schedule.

Applicable Time Period: January 1, 2008 to December 31, 2008

Employer Monthly Contribution:	Individual Plan: \$ 235.00
	Employee & Spouse: \$ 235.00
	Employee & Partner: \$ 235.00
	Employee & Children: \$ 235.00
	Family Plan: \$ 235.00

### Section 2.

For all full time and eligible regular part time employees who elect Delta Dental Insurance coverage, the employer will pay:

- a) One hundred percent (100%) of the premium for individual Delta Plan coverage; or
- b) A like dollar amount toward the premium for family dental plan coverage, if the employee selects family coverage; or
- c) A like dollar amount toward the premium for either individual or family medical premiums.

If the employee selected dental coverage only, and takes no medical insurance, the Employer will pay one hundred percent (100%) Of dental insurance premiums, whether individual or family.

### Section 3.

The Employer hereby agrees to continue its short-term disability and accompanying life insurance programs for all full-time and eligible regular part-time employees, with the Employer contributing at the same dollar level at presently exists.

Employees on short-term disability shall be entitle to remain in the Employer's Medical Insurance Plan and Dental Insurance Plan at the same contributing rates which they were on at the time the disability began.

### Section 4.

All full-time and regular part-time employees who work twenty (20) hours a week or more may become eligible to participate in the Agency's Pension Plan after they have completed one full-year of employment at the Agency.

The amount contributed for pension is determined by a Board vote at the conclusion of the fiscal year after a determination is made on money available. Every eligible employee mist receive the same percentage of pension contribution

### Section 5.

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

### Section 6.

The Employer shall have the exclusive right to change said 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 changes in these plans.

Section 7.

The employer and the union shall negotiate changes in fringe benefit policies, including possible changes in Vacation Leave provision.

**ARTICLE 31 - WORKLOADS**

Section 1.

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

Section 2.

The Employer will make every effort to fill all vacancies as quickly as possible. The Employer will post vacancies and advertise for them as soon as possible after it receives notification that an employee is terminating employment with the Agency.

Section 3.

State Home Care (S.H.C.) and Protective Services (P.S.) cases shall be assigned according to the following procedure:

- A. The supervisor in each unit shall assign cases in as equitable a manner as is reasonably possible;
- B. In assigning S.H.C. cases to Case Managers, the supervisors shall take into consideration the geographic area covered by the Case Manager when determining equitable distribution.

Section 4.

The Employer shall post on the Union bulletin board the monthly caseload count submitted to E.O.E.A.

Section 5.

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

**ARTICLE 32 - TRANSFERS**

Section 1.

When client needs dictate, the Employer may reassign part or all of an employee's current caseload, provided the Employer gives the employee fifteen [15] calendar days notice of the transfer.

Section 2.

An employee who has successfully completed her/his probationary period may request a transfer when a vacancy occurs in her/his classification. Management shall be the sole judge as to whether the transfer shall be affected.

Section 3.

If Management determines that two or more candidates are acceptable for the transfer then the most senior employee shall receive the transfer.

**ARTICLE 33 - SEPARABILITY**

In the event any of the terms or provision 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 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 34 - DURATION AND RENEWAL**

This Agreement shall become effective on May 1, 2008, and shall remain in full force and effect until April 30, 2011, and shall automatically be renewed from year-to-year thereafter, unless written notice is given by either party to the other at least ninety [90] days prior to the expiration date, that termination or modification of this Agreement is desired.

If the parties are unable to agree upon the proposed modification during this period, the Agreement shall terminate on its expiration date unless the Agreement is extended by mutual consent.

There will be wage and health insurance re-openers each May 1 of the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_  
Michael Grunko President Local 509, SEIU

\_\_\_\_\_  
Edward J. Flynn, Jr., Executive Director SSES

**APPENDIX A - SALARY CLASSIFICATIONS**

D1

Case Manager  
Information Specialist

D2

Community Liaison Case Manager  
Hospital/ Nursing Home Liaison  
Medicaid Services Case Manager  
Senior Case Manager

D3

Congregate Housing Coordinator  
Supportive Housing Coordinator  
Elder Care Advisor  
Quality Assurance Team Leader (QATL)  
Medicaid Team Leader

D4

Protective Services Information Specialist  
Protective Services Advocate

## APPENDIX B - SALARY SCALE

Employees who are on Step 10 on their anniversary date shall receive a cash bonus on that date equal to the value of a step in their respective scale.

### Annual Rates as of July 1, 2008 to June 30, 2009

(As revised 07-11-08 due to Negotiated Sal Increase)

	D1	D2	D3	D4
<b>Step 0</b>	30,596	32,406	34,457	36,491
<b>Step 1</b>	31,458	33,307	35,396	37,430
<b>Step 2</b>	32,318	34,209	36,336	38,370
<b>Step 3</b>	33,180	35,110	37,274	39,308
<b>Step 4</b>	34,042	36,010	38,214	40,248
<b>Step 5</b>	34,903	36,912	39,153	41,187
<b>Step 6</b>	35,765	37,813	40,093	42,127
<b>Step 7</b>	36,627	38,714	41,032	43,066
<b>Step 8</b>	37,488	39,615	41,972	44,006
<b>Step 9</b>	38,350	40,516	42,910	44,944
<b>Step 10</b>	39,270	41,488	43,940	46,023

**Hourly Rates as of  
July 1, 2008 to June 30, 2009**

(As revised 07-11-08 due to Negotiated Sal Increase)

	<b>D1</b>	<b>D2</b>	<b>D3</b>	<b>D4</b>
<b>Step 0</b>	16.8109	17.8052	18.9325	20.0500
<b>Step 1</b>	17.2835	18.3000	19.4488	20.5662
<b>Step 2</b>	17.7570	18.7951	19.9643	21.0824
<b>Step 3</b>	18.2305	19.2896	20.4810	21.5986
<b>Step 4</b>	18.7038	19.7848	20.9974	22.1149
<b>Step 5</b>	19.1771	20.2795	21.5139	22.6317
<b>Step 6</b>	19.6500	20.7743	22.0304	23.1480
<b>Step 7</b>	20.1237	21.2691	22.5466	23.6641
<b>Step 8</b>	20.5969	21.7640	23.0632	24.1804
<b>Step 9</b>	21.0702	22.2591	23.5790	24.6966
<b>Step 10</b>	21.5759	22.7933	24.1449	25.2893

**Side Letter of Agreement  
Labor-Management Work Group**

A work group made up of Managers, supervisory staff, CMs and other staff will be convened during July 2008 to discuss possible changes in the way we approach work, with particular attention to Case Management. Topics such as, working at home, and flexible schedules would be discussed with a recommendation made to the Executive Director no later than August 29, 2008. (This deadline may be extended by the workgroup if necessary)

Items such as, internet access, and length of lunch hour could be part of the discussion. Any matters subject to collective bargaining would be negotiated between the union and management as part of the current contract. Any agreed to changes would result in the contract being amended.