

Agreement

between

Community Action Agency of Somerville

and



December 1, 2008 - November 30, 2009

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ARTICLE 1 – PARTIES AND PURPOSES

1.1 This Agreement made this November 2008, by and between the Community Action Agency of Somerville (hereinafter referred to as the "Employer"), and Local 888, Service Employees International Union (hereinafter referred to as the "Union"), is entered into with the intent and purpose of promoting and maintaining harmonious relationships between the parties hereto and for the establishment of fair and equitable employment practices under the terms of this Agreement.

1.2 The Employer and the Union agree to cooperate wherever possible to promote the primary mission of CAAS which is the empowerment of the low-income and minority community in order to eliminate poverty and its effects. To this end, the parties recognize that the provision of the highest quality of community organization, advocacy and services shall be the primary consideration in this relationship with one another.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the following bargaining unit:

Lead Teachers, Teachers, Center Directors, Day Care Center Directors, Day Care Lead Teachers, Day Care Teachers, Bus Drivers, Family Advocates, Community Advocates and Community Organizers.

All other Employees of the Employer are excluded from the bargaining unit.

2.2 The term "employee" as described in 2.1 *supra* only refers to members of the bargaining unit, as used in this Agreement.

2.3 The words "full-time employee" mean an employee regularly scheduled to work thirty (30) hours or more per week. Said employees shall receive full benefits.

2.4 The words "part-time employee" mean an employee regularly scheduled to work less than thirty (30) hours per week. In the case of the creation of a new part-time position, the Employer shall negotiate the benefits of the position.

2.5 The Employer shall notify the Union at least 60 calendar days in advance of, and shall negotiate with the Union any reduction of hours of a bargaining unit position. Failure to reach agreement prior to the scheduled date of the reduction in hours shall not prevent the Employer from implementing the reduction in hours.

ARTICLE 3 – PROBATIONARY WORK PERIOD

3.1 Employees, regardless of position, shall be considered probationary during the first three (3) calendar months of their employment with the Employer. During this period, they may be

discharged, at the discretion of the Employer, and such discharge shall not be subject to the grievance and arbitration procedure. At the end of the probationary period, an employee's seniority shall be retroactive to his/her most recent date of hire.

ARTICLE 4 – UNION SECURITY

4.1 (a) Employees who join the Union shall pay dues and initiation fees (if applicable) in accordance with the terms of this Article.

(b) Employees who choose not to join the Union shall pay agency fees in accordance with the terms of this Article.

4.2 Upon receipt of a written authorization from the employee, the Employer shall deduct from the biweekly wages union dues and initiation fees as established by the Union. Such deduction shall be discontinued upon written request of an employee thirty (30) calendar days in advance.

4.3 An employee who chooses not to become a member of the Union, or an employee whose membership is terminated for non-payment of dues, or who resigns from membership shall be required to pay an agency service fee under Section Four.

4.4 (a) Employees who choose not to join or who terminate their membership in the Union shall be required to pay agency service fees. The agency service fees shall be proportionately commensurate with the costs of collective bargaining and contract administration.

(b) The Employer shall deduct agency fees equivalent to and on the same basis as dues and fees from employees who do not join the Union, except for employees who object to the payment of such fee based on the tenets of a religious organization. Such employees shall make a monthly contribution to a nationally recognized charity, designated by mutual agreement of the Employer and the Union, equivalent to union dues and fees.

ARTICLE 5 – CHECK OFF

5.1 The amount of dues or agency service fee deducted under this Article shall be remitted to the Union as soon as practicable after the payroll period in which the list of employees for whom any such deduction is made. Each month the Employer shall give to the Union a list of employees who have paid dues or fees for that month.

5.2 No payroll deduction of dues or agency service fee shall be made from worker's compensation or for any payroll period in which earnings received are insufficient to cover the amount of deduction, nor shall such deduction be made from subsequent payrolls to cover the period in question.

5.3 The Employer shall continue its practice of payroll deductions authorized by employees for purposes other than payment of union dues or agency service fees, provided any such payroll deduction has been approved by the employee in advance.

5.3.1 COPE/Committee on Political Education.

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

The Employer shall deduct such political education fund fee from the pay of employees who request such deduction and shall transmit deductions to the Treasurer of the Union, together with a list of employees whose political education fund fees are transmitted, provided that this arrangement is in conformity with applicable federal guidelines.

5.4 The Employer agrees to furnish the Union each month with the names of newly hired employees, their addresses, social security numbers, classifications, dates of hire, the names of terminated employees, their dates of termination, and the names of employees on unpaid leaves of absences in excess of five (5) working days.

5.5 The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article 5 (including the COPE deduction) and Article 4, and the Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

5.6 Union dues shall not be deducted for any other employee organization.

ARTICLE 6 – NO DISCRIMINATION

6.1 Neither the Employer nor the Union shall discriminate against or in favor of any Employee on the basis of race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation, income, political or union affiliation. All articles herein are subject to the Affirmative Action/Equal Opportunity and Programmatic Access Plan for the Community Action Agency of Somerville. The parties will not limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of the above.

6.2 (a) Interpretation. This Article shall be interpreted in accordance with applicable federal and state law.

(b) Reasonable Accommodation. In the administration of this Agreement, the Employer and the Union will provide reasonable accommodations to qualified Employees with a disability. The need for and extent of such accommodations shall be determined in accordance with the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement.

(c) Waiver of Contractual Rights. If an Employee claiming a violation of this Article elects to proceed to an administrative agency or to court during the pendency of the grievance under this Article, the grievance will be considered to have been held in abeyance pending resolution of the agency or court proceeding. If the agency proceeding results in a lack or probable or reasonable cause, or if the court proceeding is dismissed, the grievance shall be deemed withdrawn.

ARTICLE 7 – MANAGEMENT RIGHTS

7.1 All rights, functions and prerogatives of the Employer formerly exhausted or exercisable by the Employer are retained by, and remain vested exclusively in the Employer, except to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement. No such right, function, or prerogative shall be deemed waived or modified unless the waiver or modification is in writing and signed by the Employer and the Union. Without limiting the generality of the foregoing, such rights, functions and prerogatives include the right to manage CAAS and direct working forces, the right to establish and require standards of performance to maintain order and discipline, and to promote efficiency, the right to establish affirmative action goals, the determination of methods and procedure, the assignment of work, the scheduling of hours, the right to transfer, the right to hire, the right to promote or demote, the right to discharge or otherwise discipline employees for just cause, the right to layoff employees for lack of work or for other reasons and to recall employees, the right to require reasonable overtime work, and the right to promulgate and enforce reasonable rules, regulations relating to operations, safety measures, child care and other matters, and the right to determine the location and relocation of any facility.

ARTICLE 8 – HIRING, PROMOTIONS, TRANSFERS

8.1 If an opening occurs within the bargaining unit, such opening shall be posted prominently at all locations for five (5) days prior to the date said opening shall be publicly advertised. A copy of the public advertisement shall be included with the paychecks at least five days prior to the public advertisement. Employees on non-disciplinary layoff will be notified by mail five (5) days prior to the public advertisement.

If CAAS decides to fill a bargaining unit position, current bargaining unit members will be given preference over outside applicants, provided that the bargaining unit member's qualifications and ability, for the position are relatively equal to the outside applicants. CAAS' determination as to qualifications and ability shall be set aside only if exercised in an arbitrary or capricious manner.

8.2 In cases of promotion, the application of the Board's Affirmative Action goals shall govern. Although promotion to positions outside of the bargaining unit is not covered by this Agreement, CAAS affirms that bargaining unit members will receive full and fair consideration pursuant to the Agency's personnel policies.

8.3 When an employee begins work in a new job classification, he/she shall serve a

probationary period of not more than ninety (90) calendar days. At any time during the probationary period, the Employer may reduce the employee to his/her prior position if the Employer judges the employee's performance to be unsatisfactory. The employee shall have the option of returning to his/her prior job classification during the probationary period.

8.4 No transfer, whether temporary or permanent, shall be made for disciplinary purposes.

8.5 Appropriate members of the bargaining unit, at the discretion of the Policy Council, may be invited to participate in the hiring for positions in the bargaining unit within the Head Start program. Subject to supervisory approval, two (2) bargaining unit members will be provided with a reasonable opportunity to participate with the Personnel Committee of the Policy Council in the initial interview and to participate in initial discussions of the candidates' qualifications. They shall not vote and shall not participate in the final decision-making discussions of the Personnel Committee, nor shall they participate in the discussions of the Policy Council. It is understood that teachers and assistant teachers may participate in the hiring of teaching staff; family advocates may participate in the hiring of family advocates.

8.5.1 Upon notification by the Head Start Director, the shop steward shall be responsible for recruiting bargaining unit members for the hiring process.

8.6 Site assignments may be changed but such changes shall not be on an arbitrary or capricious basis. Employee requests for site assignment or re-assignment shall not be unreasonably denied. The following year's site assignments shall be provided prior to the end of a school year, subject to changes if an employee does not return for the next year.

ARTICLE 9 – SENIORITY

9.1 Seniority shall be measured from an employee's date of hire by the Agency. For employees hired into the bargaining unit who were previously employed within the Cambridge Head Start/Child Care Program (CDI or Center Inc.), seniority for purposes of layoff, recall, and transfers/ promotions shall be measured from the employee's date of hire by CAAS; however, in the case of a tied seniority date on the basis of date of hire by CAAS, time worked within the Cambridge HS/CC agency shall be used as the measure of seniority. For employees formerly employed by the Cambridge HS/CC program, seniority for the purposes of accrual of benefits such as vacation, sick leave or any other accrued benefit shall be measured from time worked within the Cambridge HS/CC program prior to hire by CAAS.

9.2 Any break in continuous employment for eighteen (18) months or more, except while on sick leave, family and medical leave, workers' compensation, or another authorized leave of absence taken for the benefit of the Agency, shall terminate seniority as herein described for purposes of measuring eligibility for vacation and sick leave and other benefits. However, any employee who returns to the employ of the Agency after a break in service, and remains in such employment for at least five years, seniority shall again be measured from the employee's initial date of hire, but shall not include the period of time covered by the break in service.

9.3 When it becomes necessary to decrease the work force or to affect a recall, the Board's

affirmative action goals shall govern. Following application of the Board's affirmative action goals, when ability to perform the job is relatively equal, bargaining unit seniority shall govern.

9.4 In the event of a recall, the laid off employee shall be given notice of such recall by certified mail, sent to the address last given the employer by the employee, with a copy to the Union. Within three (3) weeks after mailing of the Employer's notice, the employee must notify the Employer of his/her intent to return to work. The employee shall upon written notification to the Employer be granted a period of up to five (5) working days from the recall date within which the employee must actually report to work. For example, if the recall date is a Monday, the employee must report no later than Friday. In the event the employee fails to comply with the above provisions, she/he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

Consistent with the long-standing purpose of this section, Section 9.4 only operates where an employee has been laid-off and the employee has secured other employment in anticipation of not being recalled to the Employer.

9.5 Seniority shall be terminated for any of the following reasons:

- (a) voluntary quit;
- (b) discharge for just cause;
- (c) absence for more than one year due to layoff;
- (d) leave of absence for more than one year, unless leave of absence is due to an approved medical leave.

9.6 Seniority shall accrue while an employee is out on workers' compensation for up to one year.

Seniority and benefits shall continue to accrue if an employee is placed on an administrative leave with pay due to a D.S.S investigation.

Seniority and benefits shall not accrue during a suspension without pay.

ARTICLE 10 – HOURS OF WORK

10.1

Lead Teachers:

Thirty-five (35) hours per week, including up to twenty-five (25) hours per week of teaching time and the remainder for preparation or other work-related, non-teaching time activities.

Teachers:

Thirty (30) hours per week, including up to twenty-five (25) hours of teaching time and the remainder for preparation or other work-related, non-teaching time activities.

Center Directors: Thirty-five (35) hours per week, including up to twenty-five (25) hours of teaching time and the remainder for preparation or other work-related, non-teaching time activities.

Other employees:

Family Advocates: Thirty-five (35) hours per week.

Bus Drivers Thirty-five (35) hours per week

10.1.2 The employees will continue their current practice of accommodating early drop-off and late pick up when necessary.

10.1.3 If Head Start regulations change, the Union and Employer shall immediately meet to negotiate over the matter. If, however, the regulations are mandated by law, the Union and Employer shall bargain over the impact.

10.2 Regular hours of work for Advocacy Component employees shall be as follows:

Community Advocates and Organizers: Thirty-five (35) hours per week.

10.3 Teachers and Lead Teachers will be granted adequate work time for required paperwork. If certain days are designated for the purpose of completing required paperwork, these days will be designated in the calendar and will not be considered different than a work day in which classes are being held.

10.4 Each employee shall be entitled to two (2) fifteen (15) minute rest breaks during their normal shift. Such breaks shall be staggered according to the operating needs of the Employer and shall be used in a manner which will guarantee no break in service to clients or affect the safety of the clients served at the work location.

ARTICLE 11 – WAGES

11.1 Employees who return to work after a lay-off shall be paid at the rate of pay in effect the date of their return.

11.2 Wage rates shall be negotiated effective each December 1st.

11.3 Effective December 1, 2008, base wage rates for Head Start staff shall be increased by three percent (3%) retroactive to December 1, 2007. Effective December 1, 2008, base wage rates for Housing Advocates shall be increased by one percent (1%) retroactive to December 1, 2007. In addition to the wage increases set forth above, Advocates required to have a caseload of more than forty families shall receive a \$1.00 per hour differential, effective December 1, 2008.

This agreement will be reopened in the spring of 2009 upon the receipt of official, written

receipt of funding information solely for the purpose of negotiating a wage increase effective December 1, 2008. Negotiations shall commence within a reasonable time upon official, written receipt of funding information. Wage reopener negotiations may include any increases to the 403B retirement plan established by this Agreement.

11.4 Any wage rates paid to new hires prior to the wage re-opener shall be negotiated first with the Union.

11.5 A 403B retirement plan shall be continued in effect. CAAS shall contribute 4% of gross wages to the plan. Employees hired into the bargaining unit who were previously employed by Cambridge HS/CC will be eligible for the retirement plan and are not subject to a one-year waiting period.

11.6 Any employee who works for at least six (6) consecutive days in a higher-rated job shall be paid at that higher rate for all such time, beginning with the fourth day. This assignment to work in a higher-rated job must be in writing.

ARTICLE 12 – HEALTH INSURANCE

12.1 This Article is effective January 1, 2009, through December 31, 2009. The Employer and employees will maintain the ninety (90%) - ten percent (10%) employer-employee contribution as in 2007.

The Employer shall contribute the following amounts to the Boston Building Service Employees' Trust Fund ("Trust Fund"):

Effective January 1, 2009 through December 31, 2009, the monthly contribution rate paid by the Employer will be \$462.90 (single) and \$1180.31 (family) per month for each employee eligible for coverage under the Trust Fund.

Employees will be responsible to contribute 10% of the monthly contribution rate paid by the Employer by means of a deduction from the employees' paycheck. Employees will be eligible for coverage under the Trust Fund on the first day of the month following their date of hire.

The Employer will make contributions to the Trust Fund on a monthly basis by the fifteenth day of the current month for which the contributions are due. The Employer must pay contributions to the Trust Fund for all hours in which employees are on vacation, holiday, sick leave, bereavement leave, jury duty, and other paid leave.

The Employer shall pay the monthly contribution rate for employees eligible under the Trust Fund while they are in the hospital or disabled for a covered illness for no more than six (6) months, provided that proper medical verification is given to the Employer.

The Employer agrees to participate in and abide by the rules of the Boston Building Service Employees' Trust Fund. It agrees to make all required contributions in a timely and

complete manner as prescribed by the trustees and it also agrees to submit required reports of work performed and submit to requested audits of relevant financial books and records.

The Employer adopts and ratifies the positions taken by the Trust Fund trustees as its own. The Employer understands that the trustees adopt various policies and procedures in administering the Trust Fund and the Employer agrees to abide by all such policies and procedures whether implemented now or sometime in the future. One such procedure, the Delinquency Procedure, is attached to and incorporated into this agreement.

ARTICLE 13 – SICK LEAVE

13.1 (a) Effective December 1, 2008, full-time employees shall be entitled to paid sick leave at the rate of one and one-quarter (1 1/4) days per month.

(b) Employees who have not accumulated enough sick leave to cover an illness period may "borrow" up to 5 sick days providing that no more than 5 days of paid time of any type may be advanced at any one time.

If an employee terminates employment with CAAS, any advanced time which may have been paid under this article may be deducted from the employee's last pay check.

The above notwithstanding the Employer retains the right to discuss excessive use of sick leave with an employee and his/her Union delegate.

13.2 Pay for any day of sick leave shall be at the employee's regular rate of pay.

13.3 An employee shall accrue sick leave up to a maximum of forty-five (45) days.

13.4 Upon the expiration of the employee's accrued sick leave, vacation time may be applied to sick leave at the option of the employee.

13.5 An employee who is to be absent must notify the Employer or his/her designee at least one (1) hour before said employee's starting time, unless, in the opinion of the Employer, the employee has had good and substantial reason for not notifying within the prescribed period.

13.6 FAMILY AND MEDICAL LEAVE:

A. Eligibility

An employee employed by the Agency for at least twelve (12) months, who has worked at least 1,250 hours during the twelve (12) month period immediately preceding a leave under this section, may take up to twelve (12) work weeks of unpaid leave per twelve (12) months period measured backward from the date an employee uses any leave for any one or more of the following reasons:

(a) The birth of the employee's child, or grandchild if the employee grandparent carries out the parental role;

- (b) The placement of a child with the employee for adoption or foster care;
- (c) The need to care for the employee's spouse, verified domestic partner, child, parent, grandparent, or grandchild, if the employee grandparent has legal custody of the child or if the grandchild lives in the employee's household, when such person has a serious health condition;
- (d) The employee's own serious health condition that renders the employee unable to perform the functions of his or her job.

An employee's request to take intermittent FMLA leave or a reduced schedule of hours shall be granted by the Agency in accordance with the final regulations of the U.S. Department of Labor concerning the Family and Medical Leave Act of 1993.

B. Certification

If requested by CAAS, an employee shall provide certification from a health care provider to substantiate any FMLA leave due to the serious health condition of the employee or the employee's immediate family member, as defined in Section A. (c) above. Failure to provide such certification may, at CAAS's discretion, result in a denial of the leave request until the employee provides the requested certification.

C. Notice

In order to plan for the provision of quality, uninterrupted services to clients, the employee seeking leave must notify the Executive Director at least thirty (30) calendar days prior to any anticipated leave if foreseeable. If the need for leave is not foreseeable, the employee must give the Executive Director notice as soon as practicable. Failure to provide such advance notice may result in a denial of the leave request until 30 calendar days after the notice is provided to the Executive Director. Nothing herein shall be construed as limiting the two week notice period allowed under the Massachusetts Maternity Leave Act.

D. Group Health Plan Coverage

The Agency will continue its contributions to group health plan insurance for an employee who is out on family or medical leave, as if such employee continued on active work status.

E. Use of Accrued Vacation, Personal, and Sick Time

An employee on family or medical leave may use any accrued vacation and personal time while on such leave. An employee on family or medical leave for the reasons set forth in Section (a), (b) and (c) may use any accrued sick time while on such leave. An employee who is on medical leave for the reasons stated in (d) must use any available accrued sick time while on such leave. During the unpaid portion of the leave, employees are not eligible to accrue vacation, sick or personal time; however, seniority shall accrue.

F. Reinstatement

At the end of a family or medical leave an employee shall be restored to his or her former position, if available, or to a similar position elsewhere in the Agency, with the same pay, benefits and working conditions as of the date of the employee's leave. The employee's

right to be restored is limited to what the employee's job would have been if he or she had not taken leave. Prior to restoration, an employee who takes a medical leave for the reason of his or her own serious medical condition, may be required to obtain and present certification from a health care provider that the employee is able to resume work, with restrictions, if any. Failure to provide such certification, may result in a denial of restoration until the employee provides the requested certification.

G. Enforcement

If an Employee claiming a violation of this Article elects to proceed to an administrative agency or to court during the pendency of a grievance concerning this Article, the grievance will be considered to have been held in abeyance pending resolution of the agency or court proceeding. If the agency proceeding results in a lack of probable or reasonable cause, or if the court proceeding is dismissed, the grievance shall be deemed withdrawn.

ARTICLE 14 – HOLIDAYS

14.1 The following shall be observed as holidays for the Head Start program:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans' Day
Evacuation Day	Thanksgiving Day
Patriots' Day	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	

The Advocates will have the option of electing Bunker Hill Day in lieu of Evacuation Day.

14.2 Pay for the holiday shall be at the employee's regular rate of pay.

14.3 To be eligible for paid holiday benefits, an employee must have worked his/her last scheduled work day before the holiday and the first scheduled working day after the holiday unless excused by the Employer.

14.4 An employee who works a holiday shall be given another day off at the employee's discretion provided that the employee shall give the employer three (3) business days' written notice prior to use of holiday time; however, the time limit may be waived.

ARTICLE 15 – VACATIONS

15.1 Effective upon execution of this Agreement, all employees are entitled to vacation as follows:

(a) 1-1/2 days per month during the first five years of employment (18 days per year).

- (b) 1-2/3 days per month during the sixth and seventh year of employment (20 days per year).
- (c) 2-1/12 days per month after the seventh year of employment.
- (d) Employees' leave balances will be printed out and distributed with the paychecks the first pay periods of October, January and April.

Head Start employees must use accrued vacation time to cover mandatory vacation periods.

15.2 Vacation pay will be paid at the employee's regular rate of pay.

15.3 If a holiday, as defined in Article 14, falls within a vacation period, the employee shall be entitled to an additional day of vacation.

15.4 The following provision applies to vacation requests of five days or more:

If an employee desires a vacation he/she shall give two weeks notice of such desire to the Program Director. If two (2) employees who, in the opinion of the Employer are equally important to the program, desire a vacation at the same time the Employer shall use bargaining unit seniority to determine which employee's vacation request shall be honored, if in the opinion of the Employer all other things are equal.

The following provision applies to vacation request of less than five days:

If an employee desires a vacation he/she shall give three business days notice of such desire to the Program Director. If two (2) employees who, in the opinion of the Employer are equally important to the program, desire a vacation at the same time the Employer shall use bargaining unit seniority to determine which employee's vacation request shall be honored, if in the opinion of the Employer all other things are equal.

15.5 Upon termination, an employee will be paid for unused, accrued vacation days. If an employee has used more vacation time than has been accrued at the time of termination, the excess amount of vacation time paid shall be deducted from the employee's final paycheck.

15.6 Vacation pay shall be given in advance only for vacations of five days or more. Vacation pay in advance shall be given to an employee on the pay date immediately prior to the employee's vacation period, provided the employee gives written notification to the Executive Director at least two weeks prior to the date on which the vacation is scheduled to begin.

15.7 Head Start employees working less than 52 weeks a year may not carry vacation time over to the next program year. Head Start and other employees working 52 weeks a year may carry over no more than ten (10) vacation days from one calendar year to the next. However, the employer shall make every effort to insure that employees are able to take their vacation time.

15.8 Employees on approved vacation who would otherwise be entitled to an emergency leave under Article 18 shall not be required to use vacation time.

ARTICLE 16 - HEALTH AND WELFARE

16.1 Travel and Expense Reimbursement:

Employees who must incur expenses while on official business for the Employer shall with prior approval from the Department Head and the Executive Director, be reimbursed for those expenses on the Request for Travel Form. Guidelines for travel reimbursement shall be determined annually by the Board of Directors, but in no event shall mileage reimbursement fall below the amount established by the IRS.

16.2 Unemployment Compensation:

Employees are covered for unemployment benefits as provided by Massachusetts Law.

16.3 Worker's Compensation:

Employees are eligible for Worker's Compensation for injuries sustained in job-related activities. An Accident Report Form must be filed as soon as possible following an accident. Payment of Worker's Compensation may not be made in addition to sick leave. Employees out on workers' compensation shall continue to accrue seniority for up to one year. However, employees out on worker's compensation shall not accrue or be paid any other benefits.

16.4 Life Insurance:

CAAS shall provide life insurance to all full-time employees as soon as possible after January 1, 2005.

ARTICLE 17 – STAFFING

17.1 When an employee is absent, the Employer shall be responsible for securing a proper replacement during such absences, if deemed necessary. The Center Directors shall assist in this effort for classroom staff absences.

ARTICLE 18 – LEAVES OF ABSENCES

18.1 Emergency Leave:

An employee shall be entitled to up to four (4) days of leave with pay in the event of a death involving members of an employee's immediate family. Immediate family/household will include: husband, wife, companion, mother, father, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and any other members of the family or immediate household as determined by the Executive Director.

18.2 Each employee shall be entitled to one (1) personal day per calendar year. Employees shall request prior approval of their supervisor for use of the personal day. Such requests shall not be unreasonably denied.

18.3 Jury Duty:

Employees called for jury duty shall be paid the difference between the jury pay received and the amount of ordinary pay received by such employee for his/her regular work day, provided that the employee works all regularly scheduled work days when he/she does not have to report for jury duty.

18.4 Snow or Weather Emergency Days:

Except as otherwise provided below, employees will be paid for snow days only when the Executive Director closes the Agency.

The Head Start Director, at his/her discretion, may determine that conditions are unsafe for small children and close the classrooms. On these occasions, the transportation component and the education component of the Head Start program will be closed and the employees will be paid for the time.

18.5 Maternity/Paternity Leave:

An employee shall receive up to one (1) year's unpaid maternity/paternity leave. Said leave shall be applicable to an employee who legally adopts a child.

18.6 Other leave without pay:

Leave without pay shall be granted for valid reasons for not more than one (1) year at the discretion of the Employer. Such leaves shall not be unreasonably denied.

18.7 Seniority shall accrue during any authorized leave of absence and shall be retained.

18.8 The Employer shall continue the current practice of providing paid release time to employees to continue their education in a work-related field.

18.9 Union Business:

(a) Six days of leave with pay shall be allowed for Union business to be used by any member(s) of the bargaining unit, at the Union's discretion. Said leave shall be requested in writing at least seven (7) days in advance. Said days are in the aggregate for the bargaining unit as a whole.

(b) Up to one (1) year leave of absence without pay shall be granted to any employee who

desires to accept a position with the Union.

ARTICLE 19 – DISCHARGE AND PENALTIES

19.1 The Employer shall have the right to discharge, suspend or discipline any employee only for just cause.

19.2 The Employer shall notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it shall give written notice thereof to the Employer within twenty (20) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step 2 of the grievance machinery.

19.3 All time limits herein specified shall be deemed exclusive of Saturdays, Sundays and Holidays.

19.4 All written warnings shall be expunged from an employee's personnel file if the employee has a clean disciplinary record for nine months.

ARTICLE 20 – GRIEVANCE AND ARBITRATION

20.1 A grievance shall be defined as a dispute or complaint arising between the parties over a violation, interpretation, application, or performance of this agreement.

20.2 Step I

Within thirty (30) calendar days of the incident giving rise to the grievance, or within thirty (30) calendar days after the employee affected should have become aware of such incident, the grievance shall be presented in writing to the employee's department head. Within five (5) working days after presentation of said grievance, the department head shall meet to discuss the grievance and issue a written reply within five (5) working days after said meeting.

20.3 Step II

If the grievance is not satisfactorily resolved at Step I, the written grievance shall be submitted to the Executive Director within five (5) working days after the department head's reply in Step I. Within five (5) working days after the receipt of the grievance at Step II, the Employer, Employee and the Union shall meet to discuss the grievance. The Executive Director shall issue a written reply to the grievance within ten (10) working days after said meeting. If the subject matter of the grievance is a discharge or suspension the grievant may waive Step I.

20.4 Step III

If the grievance is not satisfactorily resolved at Step II, the written grievance shall be submitted to the Head Start Policy Council within five (5) days after the Executive Director's

reply in Step II. Within fourteen (14) days after the receipt of the grievance at Step III, the Head Start Policy Council and the Union shall meet to discuss the grievance. The Head Start Policy Council shall issue a written reply within five (5) days after said meeting. Step III is not applicable to advocates or organizers.

20.5 Step IV

If the grievance is not satisfactorily resolved to either party at Step III, the written grievance shall be submitted to the C.A.A.S. Board of Directors or its designee within five (5) days after the receipt of the answer at Step III. Within ten (10) days after receipt of the grievance at Step IV the C.A.A.S. Board of Directors or its designee and the Union shall meet to discuss the grievance. The C.A.A.S. Board of Directors or its designee shall issue a written reply to the grievance within five (5) days after the meeting.

20.6 Arbitration

A grievance which has not been resolved hereunder may within twenty working days after receipt of the Step IV response of the grievance procedure, be referred for arbitration by the union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration rules then prevailing of the American Arbitration Association.

The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties. The award of the arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the Employees.

The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section I of the Article, and he/she shall have no power to add to, subtract from or modify the terms of this Agreement.

ARTICLE 21 – NO STRIKE, NO LOCKOUT

21.1 The term "strike", when used in this Agreement, shall be deemed to include any strike, sit-down, slowdown, and any other stoppage of work or concerted interruption of production for any reason whatsoever.

21.2 The Union agrees that there shall be no strikes by the Union or any of the employees during the life of this Agreement. The Employer agrees that there shall be no lockouts.

ARTICLE 22 - UNION ACTIVITY AND VISITATION, LABOR/MANAGEMENT COMMITTEE

22.1 A Union Representative shall have reasonable access to the Employer's premises for the purpose of administering this Agreement.

22.2 Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Therefore, the parties agree to establish a Labor/Management Committee.

Representatives of CAAS and a representative selected by the Union shall meet at the request of either of the parties, at a time mutually agreeable, for the purpose of consulting on matters involving the interests of employees within the bargaining unit. Such meetings shall not cover issues that are currently the subject of the grievance procedure. However, the Committee's discussions will include the needs for the future of the Agency, including, but not limited to, the following topics: education, retiree health insurance, and child care for Agency staff.

ARTICLE 23 – RELOCATION, REORGANIZATION, MERGER

23.1 If the Employer decides to reorganize, relocate, or merge with another agency, the impact such change will have on the employees shall be negotiated with the Union.

ARTICLE 24 – MEALS

24.1 All employees working where lunch is served during their working hours shall be eligible to partake of such lunch at no cost.

ARTICLE 25 – EVALUATIONS AND EMPLOYEE RECORDS

25.1 Upon written request each employee shall have the right to review the contents of his/her personnel file within twenty-four (24) working hours.

25.2 No material derogatory to a worker's conduct, service, character, or personality shall be placed in a file without notification to the employee who shall then have the right to read and grieve said material.

ARTICLE 26 – SAFETY AND HEALTH

26.1 The Agency assumes responsibility for maintaining a safe healthy workplace free of recognized hazards that are causing or likely to cause injury or illness to the employees. No employee shall be required to work in unsafe or hazardous conditions. When a dispute arises concerning a potentially unsafe or hazardous condition, the appropriate outside agency will be called on to determine the advisability of working under such conditions.

26.2 The Union and CAAS agree to execute a side letter, which shall not be part of the collective bargaining agreement, to provide that any and all bargaining unit members will not be left alone with a child (or children). This shall be the policy of CAAS for the life of the contract.

In addition, the side letter will be created by a committee by February 15, 2009, and will have 4 meetings before the 15th for this purpose. The Union will select its representatives to this committee, which will be chaired by Donna Cabral. After the 15th of February the side letter will be presented to the membership for final approval.

ARTICLE 27 – EDUCATIONAL POLICY

27.1 Any course for existing employees mandated by OFC or ACF shall be provided by the

employer at no cost to the employee and shall not be unreasonably denied.

Subject to funding, courses/seminars taken by any CAAS employee which will be beneficial to job performance or promotion to a related CAAS position shall be reimbursed by the Employer, provided prior approval is received from the Employer and the employee secures a passing grade. The funding referenced above shall not mean funds for mandated courses or programs as referred to in the paragraph above.

Paid release time may be granted so as to allow an employee to continue his/her education toward securing a degree in a work-related field. Paid release time also may be granted so as to allow an employee to continue his/her education in a work-related field. All paid release time is subject to funding and the operational needs of CAAS.

The Employer and Union shall establish a Labor-Management Committee to develop advisory guidelines regarding educational reimbursement. Such committee shall meet on an as-needed basis to update such guidelines.

ARTICLE 28 – SEPARABILITY

28.1 Each and every clause of this contract shall be deemed separable from each and every other clause of this contract, to the end that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in such an event such clause or clauses only, to the extent only that any be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 29 – DURATION OF AGREEMENT

29.1 This Agreement shall be in full force and effect for the period commencing December 1, 2008 and ending November 30, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

COMMUNITY ACTION AGENCY
OF SOMERVILLE, INC.

By: Mark Hammitt, Ex. Director
Date: 12/17/08

SEIU LOCAL 888

By: Susana Sefat - SEIU 888 President
Date: 12/3/08
By: Shanau Ward

By: Michelle DaSilva

By: Spicie Martin

By: Donna J. Dunn

By: Shenn Weston
SEIU Local 888 F. Representative