

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NEW ENGLAND LEARNING CENTER

FOR WOMEN IN TRANSITION

AND

LOCAL 509, SEIU

May 1, 2008 – May 1, 2011

TABLE OF CONTENTS

	Page
ARTICLE 1 – RECOGNITION.....	1
ARTICLE 2 – NO STRIKE/NO LOCKOUT.....	2
ARTICLE 3 – AFFIRMATIVE ACTION.....	2
ARTICLE 4 – NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY.....	3
ARTICLE 5 – RESPECT AND DIGNITY.....	3
ARTICLE 6 – SENIORITY.....	3
ARTICLE 7 – PROMOTIONS TO EXEMPT NON-BARGAINING UNIT POSITIONS.....	5
ARTICLE 8 – RETIREMENT.....	5
ARTICLE 9 – VACANCIES/HIRING.....	6
ARTICLE 10 – HIRING OF EXECUTIVE DIRECTOR.....	8
ARTICLE 11 – DISCIPLINE AND DISCHARGE.....	8
ARTICLE 12 – SEVERANCE PAY.....	9
ARTICLE 13 –	GRIEVANCE
PROCEDURE.....	10
ARTICLE 14 – HOURS OF EMPLOYMENT.....	12
ARTICLE 15 – COMPENSATORY TIME/OVERTIME.....	15
ARTICLE 16 – WORKLOAD.....	15
ARTICLE 17 – PERSONNEL FILES.....	16
ARTICLE 18 – EVALUATIONS.....	16
ARTICLE 19 – SUPERVISION.....	17
ARTICLE 20 – STAFF DEVELOPMENT POLICY.....	18
ARTICLE 21 – VACATION/HOLIDAY/SICK/PERSONAL/BEREAVEMENT DAYS.....	19
ARTICLE 22 – LEAVE OF ABSENCE.....	22
ARTICLE 23 – MILITARY SERVICE.....	24
ARTICLE 24 – MILEAGE REIMBURSEMENT.....	24
ARTICLE 25 – COURT APPEARANCE.....	25
ARTICLE 26 – INCLEMENT WEATHER.....	25
ARTICLE 27 – PLANNING PROCESS.....	25
ARTICLE 28 – SEXUAL HARASSMENT.....	25
ARTICLE 29 – HEALTH AND SAFETY.....	26
ARTICLE 30 – BULLETIN BOARD.....	27
ARTICLE 31 – PERSONAL WORK.....	27
ARTICLE 32 – UNION DELEGATES/UNION MEETINGS.....	27
ARTICLE 33 – NURSING MOTHER.....	28
ARTICLE 34 – RELIEF POOL.....	28
ARTICLE 35 – INSPECTION OF PREMISES BY UNION OFFICIAL.....	29
ARTICLE 36 – INSURANCE AND INDEMNIFICATION.....	30
ARTICLE 37 – SUB-CONTRACTING.....	30
ARTICLE 38 – NOTICE.....	30
ARTICLE 39 – SAVINGS CLAUSE.....	31
ARTICLE 40 – PAST PRACTICE.....	31
ARTICLE 41 – LIQUIDATION.....	32
ARTICLE 42 – MANAGEMENT RIGHTS.....	32
ARTICLE 43 – UNION SECURITY.....	32
ARTICLE 44 – CHECK-OFF.....	33

ARTICLE 45 – WAGE AND SALARY ADMINISTRATION.....	34
ARTICLE 46 – BENEFIT DESCRIPTION	35
ARTICLE 47 – SUCCESSORSHIP	36
ARTICLE 48 – DURATION OF THIS AGREEMENT.....	37
SIDE LETTER - COMMITMENT TO FULL TIME POSITIONS	39
INFECTIOUS DISEASE POLICY AND PROCEDURES.....	39
EMPLOYEES WITH LIFE-THREATENING OR SERIOUS ILLNESSES.....	40
POLICY STATEMENT	40
NELCWIT MISSION STATEMENT	43
INDEX.....	45

This Agreement is by and between New England Learning Center for Women in Transition, Inc., 479 Main Street, Greenfield, Massachusetts 01302, hereinafter called the "Employer" or "Agency" and Local 509, SEIU 400 Talcott Ave., Watertown, Massachusetts 02472, hereinafter called the "Union," which Agreement supersedes and revokes all prior agreements between the parties, and supersedes the by-laws, and articles of incorporation of the Agency, personnel policies and contracts, insofar as the same may be in conflict with this Agreement. As used herein, the term "parties" shall refer to the Employer and the Union.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties DO HEREBY AGREE AS FOLLOWS:

ARTICLE 1 – RECOGNITION

Section 1. Recognition. The Employer recognizes the Union as the exclusive representative of all its employees in the bargaining unit hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; provided however, that any individual employee or group of employees shall have the right at any time to present grievances to the Employer in accordance with Article 13 (Grievance Procedure) and discuss the same with its representatives. The terms "Employee" and "Employees" as used in this agreement shall not include the Executive Director, and Director, the Administrative Assistant to the Executive Director, or any supervisors, managers, confidential employees, or other employees who fall within the statutory exclusion, or any outside consultants or independent contractors, or any temporary employees. The term employee(s), as used in this Agreement, shall refer only to such persons as are within the bargaining unit as set forth in this paragraph and below.

Section 2. Bargaining Unit Definitions. The bargaining unit shall be defined as all regular full and part-time employees not exempted above now or hereafter hired.

Section 3. Temporary Employees. Temporary employees are defined as persons hired for a period of time to fill a vacancy or replace an employee who is on vacation, leave of absence or for any other reason not at work, or to complete a special short-term project or job assignment of no longer than four (4) months.

Section 4. New Classifications. When regular employees in a new classification perform work substantially similar to that done by employees covered by this Agreement, such classification of work shall be covered by this Agreement.

Section 5. Continuous Recognition. The Employer agrees to continue to recognize the Union until such time as the employees shall decertify the Union under the National Labor Relations Act or other appropriate government agencies.

Section 6. Where this Agreement states that a Director is to do a particular thing, it is understood and agreed that the Director may designate another manager to carry out the task, and if the Director does designate another person, she/he shall inform the Union of this with reasonable advance notice.

ARTICLE 2 – NO STRIKE/NO LOCKOUT

During the life of this Agreement, the parties agree that there shall be no strikes, work stoppages, or work slowdowns by employees, nor shall there be any lockouts or speedups by the Employer.

ARTICLE 3 – AFFIRMATIVE ACTION

The Employer and the Union recognize the desirability of providing equal employment opportunities at all levels of employment and the desirability of maintaining a work force that fairly reflects racial, ethnic, national origin and gender of the Agency's clients. Accordingly, the Employer agrees:

Section 1. Affirmative Action Officer. An Affirmative Action Officer shall be nominated by the Union and Director. An Employee who accepts the nomination can perform the duties of Affirmative Action Officer on work time.

Section 2. Responsibilities. The Affirmative Action Officer shall have the following responsibilities:

1. To propose to the Board of Directors an affirmative action plan that will actively seek out qualified minorities and women to fill new and vacant positions at all levels, and to assist the Director in carrying out affirmative action plans and programs as they shall from time to time be approved by the Board of Directors;
2. To assist the Director in insuring that job vacancies and new position will be publicized in media which reach the intended groups, and that

- all publications of positions clearly state the affirmative action policy of the Agency;
3. To work cooperatively with all hiring committees to insure that all candidates who meet the requirements of the position proceed without discrimination through the selection process;
 4. To assist any applicant whose credentials may reflect unusual and/or unique experience because of minority, age, sex, handicap, or other status.

Section 3. Affirmative Action Plan. The Board of Directors shall have final approval of any affirmative action plan or program and may add to, delete from, and amend the same.

ARTICLE 4 – NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree that there shall be no discrimination against any employee due to race, creed, color, national origin, gender, age, sexual preference, religion, handicap, veteran's status, political belief or affiliation, marital status, union membership or lawful union activities, except for bona fide occupational qualifications.

ARTICLE 5 – RESPECT AND DIGNITY

All employees of this Agency shall treat one another with respect and dignity. An alleged violation of this Article may be processed only as far as Step Three of the Grievance Procedure (Article 13) if this Article is the exclusive basis of the grievance.

ARTICLE 6 – SENIORITY

Section 1. Definition. Bargaining unit seniority is defined as the length of time an Employee has been continuously employed with the Employer, beginning with such employee's most recent date of hire as a regular employee.

Section 2. Probationary. New employees shall be considered probationary employees during the first five (5) months of employment. An employee who is rehired by the Agency within twelve (12) months after the most recent date of termination of employment, or who is recalled from layoff, will not be a "new employee" subject to the probationary period.

The Employer will evaluate the job performance of a probationary Employee at least twice during the probationary period. Probationary Employees shall not be entitled to rights under the “just cause” provision of Article 11 (Discipline and Discharge).

Employees who take another Union position within the Agency will not have to serve an additional probationary period. Such Employees will be evaluated on their performance in their new position after two and four months.

Section 3. Layoff Procedure. In the event that the Agency decides that it is necessary to reduce its workforce, it will notify the Union, at least four (4) weeks in advance or within three (3) working days of notification from funding sources, of any decision to layoff bargaining unit employees and will meet to discuss issues and alternatives, such meeting to be held on work time. At the same time, the Agency will post a notice at its main office and will notify the members by voicemail of the layoff and the affected category(ies) of employees. Any employee within the affected category(ies) willing to accept voluntary layoff shall apply in writing to the Director within the period specified on the notice.

Lay-offs within the Agency shall occur as follows:

1. Voluntary Lay-offs;
2. Temporary or Probationary Employees;
3. Regular Employees (full and part-time) in inverse order of bargaining unit seniority, within grant and/or contract limitations;
4. Provided that nothing in the funding contracts prohibits the same, an Employee scheduled to be laid off may “bump” the least senior Employee in a position within the Agency for which the Employee so bumping has the qualifications and ability to perform the work required in the new position.

Section 4. Accrual of Seniority. Employees shall continue to accrue seniority during absence from work on account of:

1. Approved leave of absence;
2. Injury at work when covered by Workers Comp.;
3. Involuntary Court appearance;
4. Lay-off, provided Employee is recalled by Employer within twelve (12) months following such lay-off.

Section 5. Recall. Recalls after lay-off shall be made in the reverse order of lay-offs. An employee laid off from any program may be recalled to another if

they can be trained for or acquire the qualifications necessary for the position within one (1) month. If the new position does not work out, either for the Employer or the Employee, the Employee will be returned to layoff with no adverse consequences. If the decision is made that the new position does not work out the Employee will not have access to grievance and arbitration.

Section 6. Loss of Seniority. An Employee shall lose seniority rights if the Employee quits or the Employee is discharged for cause and the discharge is not reversed through the Grievance Process or if the Employee fails to report to work within ten (10) days after the date the Employer notifies Employee by certified mail to report for work after lay-off.

ARTICLE 7 – PROMOTIONS TO EXEMPT NON-BARGAINING UNIT POSITIONS

In the event that an Employee now covered by this Agreement is promoted to a position not covered by this Agreement, the Employer agrees that the Employee so promoted by the Employer shall retain her/his seniority for twelve (12) months. Such Employee may apply for a vacancy in the Bargaining Unit within the twelve (12) month period. An Employee in a Non-Bargaining Unit exempt position may not exercise "bumping" privileges.

ARTICLE 8 – RETIREMENT

Retirement shall not be mandatory at any age.

ARTICLE 9 – VACANCIES/HIRING

All hiring procedures shall be subject to the affirmative action policy set forth in this Agreement.

The following procedure shall be used to fill vacancies in bargaining and non-bargaining units.

Section 1. Hiring Committee Chairs. The Director or other designated management representative shall chair the Hiring Committee.

Section 2. Hiring Committee Composition. A Chair shall notify Employees of any job vacancy by voicemail. A Hiring Committee will be established consisting of the Director or manager and at least one but not more than three bargaining unit employees. The current practice of bargaining unit employees volunteering will continue; however, the Union reserves the right, in the event of a conflict to nominate the Union members. It is desirable for the Hiring Committee to reflect the diversity of the Agency's staff and clients.

Section 3. Posting of Vacancy. A bargaining unit job description which has been substantially modified or reflects a new position will be submitted to the Union before posting. The finalized job description will be posted within five (5) work days of the establishment of the hiring committee. The job posting will include the number of hours for the position and information on eligibility for benefits, as well as a description of the job and relevant qualifications/skills.

Section 4. Interview Process Determination. The Hiring Committee shall determine what interview questions and job sampling procedures will be used.

Section 5. Order of Preference. For a vacancy in the bargaining unit, bargaining unit Employees will be considered first, then non-bargaining unit Employees. For a non-bargaining unit vacancy any current payroll Employee will be considered first. To be considered for the position, the applicant must declare interest in writing to the Chair, including current resume, within seven (7) calendar days of the posting.

Section 6. Interview of Employee Applicants. The Chair shall notify the Hiring Committee promptly that a current Employee(s) has applied for the position, and shall arrange for the Hiring Committee to review the application. The Chair shall arrange an interview for the Employee applicant(s) with the

Hiring Committee. Employee applicants will be notified within one (1) week following the conclusion of internal interviews.

Section 7. Qualifications and Seniority. If the committee views any of the internal applicants to be qualified for the position or able to be trained for the position within one (1) month of hire, it shall recommend the candidate it believes to be the most qualified to the Director. For Employees with relatively equal qualifications, bargaining unit seniority shall be the determining factor.

Section 8. Outside Applicants. If a vacancy is not filled by a current Employee, the Director shall cause the position to be advertised, setting forth a closing date and inviting applicants to declare their interest in writing to the Director, including therein a current resume. The Employer may solicit outside applications prior to final decisions on internal applicants; however, these applications will not be reviewed until final decisions are made on internal applicants.

Section 9. Right to Reapply. Any Employee applicant(s) not hired in Section 7 above, may, without prejudice, reapply when the position is advertised, provided, however, that such Employee applicant shall have no priority over any outside applicant by virtue of her/his employment.

Section 10. Hiring Committee Interviews. The Director will set up interviews with the committee for the semi-finalists selected by the hiring committee.

Section 11. Hiring Committee Selection Process. The committee shall determine which candidates shall be selected for second interviews. Exceptions may be made at the discretion of the committee not to require a second interview.

Section 12. Hiring Committee Recommendations. After the second interview, the committee will recommend the candidate its views as most qualified to the Director. Decisions of the hiring committee will be made by modified consensus. This means that consensus will be used unless two-thirds of the committee votes to go with a majority vote. Decisions must be made by a quorum of the group, quorum being defined as a majority of the hiring committee members. The Director will have final say over the committee's decision.

Section 13. Reopening Search. If after the second round of interviews, the committee is not satisfied with the level of qualifications or the finalists, the

search shall be reopened and the finalists so notified. Any finalist not hired after the second round of interviews may request further consideration in the reopened search and the reopened search shall be conducted following the same procedures set forth in this Article.

Section 14. Dispute Process. In the event that any dispute with regard to hiring and/or promotion under this section shall become the subject of a grievance as set forth under Article 13 (Grievance Procedure), the arbitrator shall have the jurisdiction to reverse the decision of the Director, or to provide any other remedy, only if the arbitrator shall find that the decision to hire/promote was made without just cause.

Section 15. Meetings as Work Time. Hiring committee meetings shall be compensated as time worked for bargaining unit Employees.

Section 16. Training & Orientation Schedule. A new Employee's starting date and schedule of training and orientation shall be established at the time of hire by mutual consent between the Director and the new employee. The Employer shall coordinate the scheduling of new employee orientation. New employees will receive orientation and training within four weeks of hire.

ARTICLE 10 – HIRING OF EXECUTIVE DIRECTOR

Procedure – When the position of Executive Director is to be filled:

1. A committee of Employees chosen by the Union (“Bargaining Unit Committee”) will interview the candidate(s) on the “short list” of candidates who will meet with staff and the Board of Directors. A member of the Board of Directors may participate in such interviews. The candidate(s) resume(s) will be available to members of the Bargaining Unit Committee prior to the interviews.
2. As soon as practicable thereafter, preferably the same day, members of the Bargaining Unit Committee will meet with the Board of Directors, where the Bargaining Unit Committee can present its feedback regarding the candidate(s).
3. The Board of Directors shall make the final decision as to whom to hire as the Executive Director.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

Section 1. Just Cause. The Employer retains the rights to discipline and/or discharge for just cause.

Section 2. Progressive Discipline. Discipline shall be progressive and instructional.

Section 3. Written Disciplinary Actions. Any disciplinary action will be in writing and include the nature of the complaint and the correction required.

Section 4. Improvement Time. An Employee shall be given a reasonable time, of at least four (4) weeks to improve. The Employer shall make reasonable efforts to help the Employee overcome the difficulty. No improvement time need be given if, by the nature of the conduct, the Employee can or should be able to affect immediate improvement.

Section 5. Dismissals. An Employee with repeated and/or similar infractions may be subject to dismissal.

Section 6. Gross Misconduct. In the event of gross misconduct such as fiscal dishonesty, use of alcohol or controlled substances while at work, physical or mental abuse of clients, or other gross misconduct that puts clients or staff at risk, an Employee may be summarily discharged.

Section 7. Right to Grieve. Any Employee aggrieved by a disciplinary action or discharge may utilize the grievance procedure set forth in this Agreement. Any determination by the Director or the Board of Directors that results in a discharge being reversed because of a grievance, shall cause the Employee to be reinstated as of the date of discharge with back pay and seniority.

Section 8. Right to Union Representation. An Employee shall have the right to have a Union steward present at any meeting where disciplinary action is to take place.

Section 9. Personnel Files. Documentation of any disciplinary warning and/or discharge notice shall be placed in the Employee's personnel file. All disciplinary warnings/notices shall be removed from an Employee's file after eighteen (18) months, during which time no similar infractions have occurred.

Section 10. Pay Due upon Discharge. If an Employee is discharged for just cause, such Employee shall not be entitled to severance pay. The Employee shall receive pay for any unused accrued vacation, holiday, compensation time and all time worked to the date of discharge.

ARTICLE 12 – SEVERANCE PAY

Severance pay at the rate of two (2) weeks' pay for each year of employment (with an individual cap of twenty-six (26) weeks) shall be paid in the event of voluntary or involuntary liquidation of the business. Those employees who are on permanent layoff at the time of liquidation shall be entitled to severance pay.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1. Grievance Definition. A grievance shall be defined as a complaint, dispute or grievance arising between the Employer the Employee(s) concerning the interpretation, application or performance of the terms of this Agreement.

Section 2. Grievance Procedure. Grievances shall be processed or filed no later than ten (10) working days after the facts or events which give rise to the grievance or after the time that the Employee(s) had reasonable basis of knowledge of the occurrence of such an event. The written grievance shall include the date of the incident giving rise to the grievance, the specific facts, the contract provision alleged to have been violated, and the date of the written complaint. The employer shall cooperate with the Union in the Union's investigation of grievances, including answering questions asked by the steward investigating the grievance, providing requested documents not of a confidential nature, and also directing employees to answer the questions asked by the steward.

1. **Step One:**
When a grievance arises, the Employee and/or the Union Delegate shall take up the problem with the Employee's immediate supervisor in an effort to resolve the problem. The grievance shall be submitted to the immediate supervisor in writing within the time limit specified above. The supervisor shall meet with the Employee and/or Union Delegate, and shall respond to the grievance in writing within ten (10) working days after it filed.
2. **Step Two:**
If the grievance is not resolved by discussion with the immediate supervisor within the time limit set forth above, the grievance may be filed in writing with the Executive Director, within ten (10) working days after the Step One response is received or is due, whichever first occurs. Within ten (10) working days after receipt of the written grievance, the Executive Director shall meet with the grievant and/or

the Union Representative. The Executive Director shall render a written disposition within ten (10) working days after said meeting.

3. Step Three:

If the grievance is not resolved by the disposition of the Executive Director, then within seven (7) working days of the grievant's receipt of the disposition in Step Two, the grievant may request, in writing, a hearing before the Board of Directors of the Agency, and shall deliver the same to the Executive Director who shall forward it to the President of the Board or the President's designated representative. The Board of Directors, or a committee designated by the President of the Board of Directors, shall thereafter meet with the grievant and a Union Representative within ten (10) working days after the receipt of the Step Three request. The Board or its designated representative shall render its written disposition within ten (10) working days after said meeting.

4. Step Four:

If either party is dissatisfied with the written disposition of the Board, then she/he may request a final determination by referral to the American Arbitration Association, provided said request for arbitration shall be signed and dated and delivered to the Executive Director or the Union Representative, as the case may be, within seven (7) working days after the receipt of the disposition in Step Three. The parties shall be bound by the rules of the American Arbitration Association with respect to all procedural matters, providing they are not contrary to law. The arbitrator shall have no power to add to, delete from, or modify the terms of this Agreement, and shall specifically have no jurisdiction to consider any applicable Agency contracts with its funding sources in rendering a decision.

Section 3. Cost of Arbitration. The party requesting the arbitration shall be solely responsible for the entire cost of the arbitration if the arbitrator finds the position of the requester to have been wholly without merit.

Section 4. Grievance Procedure Modifications. Both parties agree to attempt to resolve grievances through alternatives such as Circle of Justice, mediation, or other mutually agreed upon alternatives. When the parties agree to use such alternatives, the time limits, at any step shall be extended for a period of ten (10) days beyond the date when the parties fail to reach a resolution through alternatives.

The schedule set forth above in Step One Step Two and Step Three shall be modified for grievances relating to Article 9 (Vacancies/Hiring) and Article 11 (Discipline and Discharge), in the case of discharge, in the following manner:

1. Step One shall be waived.
2. The grievant shall comply with Step One in two (2) work days;
3. The Executive Director shall comply with Step Two within five (5) work days;
4. The Board of Directors or its designated committee will meet with the grievant and Union Representative within five (5) working days after receipt of the Step Three request, response, and render its written disposition within three (3) working days after its meeting.

Section 5. Witnesses and Support. At any grievance hearing, the grievant is entitled to have witnesses present as well as two persons in support. Witnesses' time is paid. The time of those in support is not paid.

Section 6. Administration.

1. Any time limitations contained in this grievance procedure may be extended by written consent of the parties;
2. A grievant may have Union representation at any step of the grievance procedure.
3. At any Step of the Grievance Procedure, the written grievance or request for the next Step shall be signed by the Union, and may be signed by the grievant.
4. The written response at each Step shall be sent or delivered to the Union Representative, the Union Steward involved, and the grievant.
5. Grievances, grievance responses and communications related to grievances may be filed, served or delivered to the designated person (s) in person, by e-mail, by facsimile, by U.S. mail or by commercial delivery service.

ARTICLE 14 – HOURS OF EMPLOYMENT

Section 1. Schedules. Employees shall work the shift, hours and schedules for which they were hired or have mutually agreed to work. Any increased number of hours an employee works for over three months shall be considered added to that employee's hours for purposes of calculating eligibility for benefits, not including short term relief hours. Subject to staffing and programming needs, the Employer will continue to accommodate employee needs for flexible scheduling. Preferences in scheduling shall be given to the most senior employees. Changes in flexible scheduling shall be done prior to vacancies being filled. All daytime and evening staff who work

shifts of six (6) hours or more shall be entitled to a ½ hour paid meal break within the shift. Coverage for these meal breaks for hotline staff are to be scheduled in advance by the Counseling Advocacy and Community Education Programs Coordinator or her designee.

Section 2. Overtime Assignments. The Employer reserves the right to temporarily assign additional hours to an Employee in an emergency situation recognized by the joint decision of the Union and Employer. Additional hours shall be distributed first on a voluntary basis. Mandatory overtime shall be distributed first on a voluntary basis. Mandatory overtime shall be distributed as equitably as possible and limited to five (5) hours per week per Employee. Exceptions to mandatory overtime shall be granted based on significant need of the Employee. In emergency situations the Employer may temporarily adjust an Employee's hours for a period not to exceed one (1) week. In all cases an Employee assigned or volunteering for additional hours must be qualified to do the work.

Section 3. Hotline Staffing: The Employer will provide:

Evening/overnight primary and backup coverage for answering the hotline with the following shifts:

6:00 pm Monday until 9:00 a.m. Tuesday

6:00 pm Tuesday until 9:00 am Wednesday

6:00 pm Wednesday until 9:00 am Thursday

6:00 pm Thursday until 9:00 am Friday

Coverage on the evening shifts will be provided on a weekly basis by three employees. In the event of their departure, coverage will be first offered to employees. If no qualified employee is interested, shifts will be then offered to volunteers, relief employees, or other Agencies.

Daytime Hotline Coverage: will be divided into 10 three-hour shifts per week. Employees are responsible for providing hotline coverage during the day. The 10 hotline "shifts" will be uniformly assigned based on FTEs, among trained and qualified employees. The Director of Community Programs is responsible for scheduling.

Hotline Shift Pay Increases as follows effective the first payroll period after ratification:

- Weekday Evening/ Overnight primary shifts will be paid at the rate of \$30.00 per shift.
- Weekday Evening/Overnight backup shifts will be paid at the rate of \$20.00 per shift.

- Weekend Backup shifts will be paid at the rate of \$50.00 per shift.
- Holiday/Snow day primary shifts will be paid at the rate of \$75.00 per shift.
- Holiday/Snow day back up shifts will be paid at the rate of \$55.00 per shift.

Section 4. Replacement Procedure. In the event a Shelter Staffer is unable to fill her shift hours, she/he will call the Shelter Director, who will then find a replacement. If the Shelter Director and Shelter Administrator are unable to find a replacement, the Director will assume final responsibility. In the event a daytime hotline staff is unable to fulfill her shift hours, she/he will call the Counseling, Advocacy and Community Education Programs Coordinator, who will then find a replacement.

ARTICLE 15 – COMPENSATORY TIME/OVERTIME

Section 1. Compensatory Time Off. Employees who work additional hours beyond their regular work week, but less than a total of forty (40) hours, are entitled to an equivalent amount of time off within the same seven (7) day work week. If it is not possible to schedule the compensatory tie off within the same work week, the additional hours will be paid as work time. Hours worked in excess of forty (40) in a work week must be paid as overtime hours. If additional hours of work are necessary, the immediate supervisor or her/his designee must be notified at the time or as soon as possible thereafter.

Section 2. Overtime Pay. Overtime will be paid for time worked in excess of forty (40) hours in one work week at a rate of one and one half (1 1/2) times the Employee's regular hourly rate of pay. Overtime must be approved in advance by the immediate supervisor or Director, except in an emergency, when it must be reported as soon as possible.

ARTICLE 16 – WORKLOAD

Section 1. Direct Service Requirements. This section applies to all direct service providers. In order to meet billing requirements and maintain a sensitivity to staff workload, each direct service provider shall spend 70 (percent) of her workweek in direct service activity with clients. Direct service activity includes the following: 1) face to face sessions with clients/collaterals; 2) letters to clients/collaterals; 3) telephone calls to clients/collaterals; 4) hotline hours (excluding beeper time) and 5) case notes. The remaining 30 (percent) of her work week shall be spent doing paperwork required by grants or contracts and all other work related activities and lunch.

Section 2. Workload Expectations. The employer and the union agree that it is the right and responsibility of the agency to establish service and employment standards and to maintain efficiency of employees. The employer agrees that its workload expectations of employees will take into account the number of hours an employee works, as well as the number, frequency and kinds of disruptions and interruptions the employee faces. If an employee has a project, program or other work within the scope of their job that cannot be accomplished due to workload problems, the employer agrees to meet with the employee and to make adjustments in coverage or workload expectations.

Section 3. Workload/Part-timers. When the workload of a part-time position increases to approach work that can only be accomplished on a full-time schedule, the employee's schedule, with her consent and when economically feasible will be increased or workload expectations will be adjusted accordingly.

Section 4. If the Employer establishes a new job classification within the bargaining unit, combines two or more jobs, or significantly alters or expands the duties of an existing job while occupied, the Employer shall notify the Union in writing as far in advance as possible of the intended change. If the Union does not agree to the change, a meeting between the parties shall take place to discuss the change and possible alternatives.

ARTICLE 17 – PERSONNEL FILES

Section 1. Access To Personnel File. Upon written notice to the Employer, an Employee shall have the right to review all material in her/his personnel file, and may initial and write the date on all documents to indicate that she/he has seen the same.

Section 2. Confidentiality. All material in the personnel file of an Employee shall be held confidential insofar as it relates to the general public and other Employees, and shall not be subject to publication unless the Employee authorizes release in writing, or uses the Employer as a reference, or as required by law. The Executive Committee of the Board of Directors may have access to an Employee's personnel file; such access shall not be arbitrary or capricious.

Section 3. Inclusions. Personnel files will not include unsigned anonymous notes.

ARTICLE 18 – EVALUATIONS

Section 1. Written Evaluations. Written evaluations shall be conducted of all Employees by the immediate supervisor or Director at least once per fiscal year.

Section 2. Personnel File. Evaluations shall become a part of an Employee's personnel file and shall be on a form developed by the staff and Director in consultation with the Board of Directors.

Section 3. Evaluation Process. Evaluations shall be conducted as follows:

1. Prior to the conclusion of an Employee's probationary period, the Employee will be evaluated in written form.
2. Thereafter, Employee evaluations will be conducted once each fiscal year, in the same manner set forth above. Annual evaluations will also include evaluation, discussion and by mutual consent minor adjustments or changes to the Employee's job description. Any substantial and significant changes shall be processed under Article 9.3.
3. Copies of all evaluations will be given to the Employee for discussion with the supervisor or Director who prepared the evaluation.
4. An Employee shall have five (5) work days to respond in writing to the evaluation, and the evaluation and responses thereto will then be reviewed by the supervisor or Director and placed in the Employee's personnel file.

Section 4. Director Evaluations. The Director will be evaluated by the staff on the anniversary of her date of hire. The Board of Directors will provide the evaluation form. Staff shall have three (3) work days to make suggestions relative to the design of the form. After completion of the same, the form will be signed by the Employee and returned to the President of the Board of Directors to be used at the Director's annual evaluation.

Section 5. Middle Management Evaluations. Middle Management will be evaluated by the Staff and the Director on the anniversary of her date of hire. The Director will provide the evaluation form in consultation with the Board of Directors. The Staff shall have three (3) work days to suggest changes in the evaluation form. After completion of the same, the Employee shall submit the signed evaluation to the Director to be used at the manager's annual evaluation. An Employee may discuss the evaluation with the manager.

ARTICLE 19 – SUPERVISION

Section 1. Supervision. Employees shall receive sufficient and appropriate supervision to assure sound clinical practice, to meet requirements for professional advancement, to enhance job performance, to review current cases and for other appropriate purposes. When an employee or employees feel(s) that supervision is not sufficient or appropriate, she/he will notify the Director so that adjustments in supervision can be made. If there is a dispute about what constitutes, "sufficient," and "appropriate," supervision hereunder the parties agree to submit the dispute to a mutually agreeable process of mediation.

Section 2. Qualifications. Direct service supervision shall be provided by a Supervisor with the appropriate education and/or experience.

Section 3. Each counselor shall receive weekly individual clinical supervision with the Clinical Supervisor and attend a weekly group clinical supervision meeting with the Clinical Supervisor, and part-time counselors shall receive regular supervision.

Section 4. Standards of Supervision. The standards of supervision shall be developed by the Labor/Management Committee for adoption by NELCWIT and the bargaining unit. The Labor/Management Committee shall make every reasonable effort to complete this project within six (6) months of ratification of this Agreement.

ARTICLE 20 – STAFF DEVELOPMENT POLICY

Section 1. NELCWIT shall be committed to the professional growth and development of all staff members and supporting their continued growth within the Agency, and by promoting and encouraging communication of ideas within the Agency itself and with any other Agency that NELCWIT is involved with.

Section 2. Education Days. Staff shall be allowed up to six (6) days a year with pay to avail themselves of job-related educational opportunities such as seminars and workshops. Employees requesting such time shall require approval of the Director. Such approval shall not be unreasonably denied. The Employer will pay for employees to attend elective job-related workshops, conferences, or classes, total payments not to exceed \$200 per employee per year. Employees may request conference registration fees, and/or reasonably priced meals associated with the conferences or meeting. The Employer will also pay for any mandated workshops, dinners, or meetings that any Employee attends as a representative NELCWIT. Mileage for workshops, meetings and conferences that are beyond 200 accumulated miles per trip may be charged to an individual's staff development account. Mileage up to 200 miles per trip may be charged to the general Agency budget. If more funding becomes available for a tuition reimbursement program, the Employer will, notwithstanding the provisions of Article 48 (Duration), discuss the terms of this benefit with the Union.

Section 3. Work Time Discussions. NELCWIT shall maintain an allotted time for staff to meet and discuss ideas, grievances, and plans, and by giving

the staff an opportunity to share their work experience with one another, and NELCWIT shall encourage peer support.

Section 4. Staff Development Day. Effective in 2008, International Women's Day shall be a staff development day.

ARTICLE 21 – VACATION/HOLIDAY/SICK/PERSONAL/BEREAVEMENT DAYS

Section 1. Definition of Day. A day is defined as one-fifth (1/5th) of the Employee's regular work week.

Section 2. Eligibility. All bargaining unit Employees, working more than fifteen (15) regularly scheduled hours per week shall be entitled to the following:

Section 3. Vacation.

1. Each employee shall accrue three weeks of paid vacation for each of the first two (2) years of continuous employment, starting with the date of hire. In the third, fourth, and fifth years of continuous employment, the Employee will accrue four weeks of vacation in each such year. In the sixth, seventh, eighth and ninth years of continuous employment, the Employee will accrue five weeks of vacation each such year. In the tenth year of continuous employment and thereafter, the Employee shall accrue six weeks of vacation each such year.
2. Vacation time may be taken when accrued. Employees will accrue 8.33 percent (1/12th) of their total vacation each month.
3. At no time will an Employee's unused vacation time exceed two (2) weeks over the amount of time the Employee is entitled to in accordance with Section (1).
4. Vacation requests in excess of one day shall be submitted to the Director at least two weeks in advance of the date requested. Except in the event of legitimate Agency or client care needs, such requests shall be granted.
5. All vacation entitlement shall be paid on the last payday prior to the vacation at the Employee's then current rate of pay if requested by the Employee.
6. Preference in scheduling vacation will be given in order of seniority.

Section 4. Holidays.

1. Staff shall be paid time and one half for any holiday hours worked. Staff who work on a holiday shall be entitled to a make up paid floating holiday.
2. Employees shall be entitled to one paid holiday for each of the following twelve holidays, plus two undesignated floating holidays:
 - New Year's Day (January 1 or designated legal holiday)
 - Martin Luther King Day (January 15 or designated legal holiday)
 - Patriots' Day (third Monday in April)
 - Memorial Day (last Monday in May)
 - Independence Day (or closest working day)
 - Labor Day (first Monday in September)
 - Yom Kippur
 - Veterans Day (November 11 or designated legal holiday)
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day (December 25 or closest working day)
3. International Women's Day (March 8) will be a paid professional development day.
4. In the event that an employee who works 15 or more hours per week works a required shift or is on call on a holiday, they may choose to be paid time and one half and forfeit their paid day off, or, they may choose to be entitled to compensatory time at straight time. If an employee who works 15 or more hours per week chooses to work on a holiday, they will be paid their regular rate and can take the holiday off in accordance with Section 4d of this Article. Required holiday duty will be rotated among staff by the Director.
5. Floating holidays may be taken only with the approval of the Director and must be requested at least two weeks in advance.
6. Subject to approval by the Director of the particular day, an Employee who does not normally work on the day of the holiday is entitled to a day off during the same month, and any holiday time not used within one month of the holiday shall be forfeited. Extensions can be granted.
7. An Employee who is required to be on duty or on call on the day of the holiday will be entitled to compensatory time off, at straight time, and holiday duty will be rotated among staff by the Director.
8. Employees covering holiday shifts will be paid the shift rate plus 1.5 times their hourly rate for time actually worked.

Section 5. Sick Time.

1. Each employee is entitled to ten (10) sick days per year.
2. Sick time shall be defined as absence from work due to illness of the Employee, a child, family or significant other of the Employee, and

- medical appointments that cannot be scheduled at other times. The Employee (or a responsible representative) shall notify the immediate Supervisor or Director at least one (1) hour in advance of the commencement of the work day if the Employee needs to use sick time that day, except in extraordinary circumstances. The notice should include an estimate when the Employee will be able to return to work. The notification shall be made daily, unless, from the nature of the condition, less frequent notifications are appropriate.
3. Before the end of an Employee's second year of employment, no sick days may be carried over to the following year. Up to four (4) sick days may be carried over to the following year at the end of an Employee's second, third and fourth years of employment. After the fifth year of employment and thereafter eight (8) sick days may be carried over each year into the following year, for a maximum of eighteen (18) accrued sick days in each of those years. All other unused sick days shall be forfeited, and in no event shall sick days be carried over for more than one year.
 4. Except in the event of illness, sick days may not be taken on the last regular work day immediately preceding or immediately following a scheduled vacation or holiday, except with the approval of the Director.
 5. There shall be a sick leave bank for the use of any bargaining unit employee who has completed her probationary period, and who has exhausted her accumulated sick leave and is in need of more sick time due to illness or injury. The Employee shall be eligible to draw upon the sick leave bank only when she/he has exhausted all sick leave, holiday, personal and comp time. No vacation time need be exhausted for eligibility for sick leave bank use. An Employee shall not be eligible during any time during which she/he is eligible for Short-Term Disability or Worker's compensation insurance benefits. The sick leave bank shall be administered by a Sick Leave Bank Committee, which shall consist of an equal number of bargaining unit members and management representatives. The Labor-Management Committee shall establish reasonable criteria for sick leave bank use, and the Sick Leave Bank Committee shall award sick time based on these criteria, through the consensus process or by majority vote, if necessary. The Committee may require proof of illness or injury, but may not exercise this discretion arbitrarily. Each January 1, and June 1, the Committee shall solicit donations of sick time from all bargaining unit members. Each Employee shall be entitled to donate up to eight (8) days of her accumulated sick time on one of those days, but not both. The sick leave bank shall consist of the total number of donated sick days.

An Employee may draw upon this bank by making application to the Committee at such time as her accumulated sick leave has been exhausted, or when she/he anticipates that it will so be exhausted. The Committee shall decide whether the Employee is eligible to draw upon the bank, and how much time she/he is eligible to use. Sick leave bank use shall not be unreasonably denied. If an employee withdraws sick time from the bank and fails to use any part of it, the unused portion shall revert to the bank. If an Employee uses up all the time she/he has withdrawn she/he may apply to the Committee for further time. If an Employee is dissatisfied with any ruling of the Committee, she/he shall have the right to submit it to the grievance procedure at step 2; however, the Board's decision shall be final for any grievance under this Article and section.

Section 6. Personal Days.

1. Employees are entitled to three (3) Personal Days each year.
2. Personal Days may not be carried over from year to year and will be forfeited if not used by the end of the year.

Section 7. Bereavement Time. In the event an Employee suffers a death in her/his family, the Employee shall be entitled to up to five (5) days off from the date of death with no loss of salary or benefits. For the purposes of applying this benefit, immediate family shall include domestic partners, children, parents, siblings, grandchildren, in-laws, grandparents or comparable relationships.

ARTICLE 22 – LEAVE OF ABSENCE

Section 1. Personal Leave. Except as specified in items 2 and 3 subject to the approval of the Director, a bargaining unit Employee having at least six (6) months of seniority may request and receive an unpaid leave of absence of up to one (1) year provided said Employee shall request such leave at least thirty (30) days prior to the start of the intended leave. Thirty (30) day notice may be waived by the Director in the event of an emergency. Accrued time may be used at the Employee's discretion but in no case may accrued time be used to extend a personal leave beyond one (1) year. In the event of an emergency, this may be waived by the Director. For leaves of thirty (30) days or less, until a temporary replacement can be found, existing Employees will cover the time. The Employee on leave will notify the Director of the date of return at least one (1) month prior to such return. For leaves of over thirty (30) days, the Employer will make every effort to find a temporary replacement. Upon return from a personal leave of six (6) months

or less, an Employee will return to the Employee's former position and hours of employment. Upon return from a personal leave greater than six (6) months, if the Employee's position has been filled, the Employee retains the right to bid on any existing vacancies up to one (1) year from the start of the leave.

Section 2. Sick Leave.

1. Sick leave can be granted regardless of the Employee's accrued vacation days. However, if the employee so desires, he/she may choose to utilize accrued vacation.
2. Unpaid sick leave can be granted for up to twelve months with verification by appropriate medical personnel. Such verification will be provided to the Director as is reasonably requested.
3. Until temporary replacement can be found, existing Employees will cover the time. Upon return from a sick leave of six months or less an Employee will return to the Employee's former position and hours of employment. Upon return from a sick leave greater than six months, if the Employee's position has been filled the Employee retains the right to bid on any existing vacancies up to one year from the start of the sick leave. In the event that covering the time for an Employee on sick leave becomes problematic for existing Employees, the Employer agrees to discuss with the Union ways to resolve the problem.

Section 3. Parental Leave. A bargaining unit Employee having at least six (6) months seniority may request and receive a parental leave of absence of up to twelve (12) months provided said Employee shall request such leave at least two (2) months prior to the start of the intended leave. The two (2) month notice may be waived by the Director in the event of an emergency. In the event such a leave is granted, the Employee shall be entitled to be paid at the Employee's request for part or all of accrued vacation time, sick days and floating holidays if she/he so desires, said payments to be made consistent with Agency payroll schedules. Accrued time will not be used to extend a twelve (12) month leave of absence. Exceptions can be made with the approval of the Director. Parental leave is inclusive of biological, adoptive co-parents, including lesbian co-parents. Upon return from such a leave, an Employee shall return to her/his former position and hours of employment.

Section 4. Benefits While On Leave. While on unpaid leave of absence an Employee shall not be entitled to earn or accrue holiday or vacation benefits. Similarly, while on unpaid leave of absence, an Employee shall not lose any benefit time gained prior to the inception of such leave.

An Employee on unpaid leave of absence shall continue to accrue bargaining unit seniority.

Upon return from an unpaid leave of absence, an Employee shall begin to accrue vacation time based on bargaining unit seniority as defined in Article 6 (Seniority) and in accordance with Article 21 (Vacation, Holiday, Sick/Personal/Bereavement Days).

An Employee on an unpaid leave of absence shall not be entitled to pay for holidays that fall during such leave.

The Employer shall continue to list the Employee as eligible for medical insurance, to be paid entirely by the Employee during the leave of absence, for a period of time not to exceed the length of the leave in order to avoid a lapse in medical insurance coverage for the Employee.

Section 5. Notification of Return From Leave. In the event an Employee is granted leave under this Article, she/he shall notify the Director at least one (1) month prior to his/her return, or the intention to return, or request for an extension of the leave. If the Employee fails to so notify the Director at least one (1) week prior to the return date, this will be construed as a voluntary termination and the Employer will rehire the position.

Section 6. Temporary Replacement. Upon notice and approval of an Employee's intention to take an unpaid leave of absence, the Employer will initiate the hiring process for a temporary Employee except where otherwise specifically exempted in this Article.

Section 7. Family Medical Leave Act. The parties agree in principle to incorporate the Family Medical Leave Act into the Agreement. Where NELCWIT's existing leave policies provide greater benefits than the FMLA, those benefits will not be reduced by the incorporation of the FMLA.

ARTICLE 23 – MILITARY SERVICE

The Agency will comply with federal and Massachusetts law regarding the employment rights of Employees serving reserve or active duty in the military services.

ARTICLE 24 – MILEAGE REIMBURSEMENT

Effective the first payroll period after ratification, mileage reimbursement

will be paid at the rate of \$.455/mile. All mileage reimbursement requests must be submitted by the last working day of the month on the appropriate form and approved by the Director.

ARTICLE 25 – COURT APPEARANCE

Section 1. No Loss of Pay & Benefits. Employees who are required to report to court in person on work time in response to an involuntary subpoena related to the Employee's work for the Agency, or for jury duty shall receive the difference between that employee's regular salary/wages and any compensation received for such court appearance with no loss of other benefits for all hours spent in court related proceedings.

Section 2. Documentation. Employees must submit documentation of any summons or subpoena, and compensation received, to the Director.

ARTICLE 26 – INCLEMENT WEATHER

In the event that the office is closed for a day because of inclement weather, the person covering the primary beeper for that day shall receive one day of compensatory time. When the Agency is closed due to inclement weather, employees scheduled to work that shift will be paid for that shift. The Employer will notify Employees prior to the beginning of each shift.

ARTICLE 27 – PLANNING PROCESS

Section 1. Planning Meetings Schedule. At the option of the staff, up to four (4) planning meetings (no more than one (1) per quarter) will be held during Board of Directors meeting and attended by all staff and Board of Directors members. These meetings are not on work time.

Section 2. Objective. The objective of these meetings will be to provide an avenue for comprehensive planning for the Agency by reviewing: goals and objectives; program planning and income; the provision and/or termination of services, and organization development.

Section 3. Availability of Documents. All documents, materials and information relevant to this planning process will be made available in advance to those involved where possible.

ARTICLE 28 – SEXUAL HARASSMENT

Section 1. Sexual Harassment - Misconduct. The parties agree that sexual harassment shall constitute serious misconduct and the Employer will discipline/discharge any Employee found guilty of such misconduct. The Sexual Harassment Policy of the Employer annexed hereto is incorporated into and made a part of this Agreement.

Section 2. Grievance Rights. In the event the Employer fails to comply with the above, the aggrieved Employee shall have the right to grieve and arbitrate such non-enforcement as set forth in Article 13 (Grievance Procedure).

ARTICLE 29 – HEALTH AND SAFETY

Section 1. Compliance With Laws and Regulations. The Employer agrees to maintain a safe and healthful workplace and to comply with all Federal, State and Local Health and Safety Laws and Regulations.

Section 2. Training On Violent Clients. The Employer will provide training to all employees if/when it is deemed necessary.

Section 3. Emergency Policies and Procedures. The Director and the staff will jointly develop emergency policies and procedures to be presented to the Board of Directors for final approval. The Director and staff will be responsible for maintenance of said policies and procedures.

Section 4. Pay Protection for Inclement Conditions. In the event of extremely inclement weather or adverse office conditions due to temperature, the staff, with the approval of the Director may leave the workplace or shelter and shall suffer no loss of pay or discipline. In the event that the Director is unavailable, staff will contact the Director or the President or Vice President of the Board of Directors for approval.

Section 5. Personnel with Life Threatening or Serious Illness Policy. NELCWIT employees agree to follow the guidelines and procedures as set forth in Personnel with Life Threatening or Serious Illness Policy.

Section 6 Drug Free Workplace Act. The employee and the Union agree to follow state and federal laws of employment. These laws include but are not limited to the Drug Free Workplace Act.

Section 7. First Aid Training. First Aid Training will be required for all staff that work in NELCWIT's shelter within nine months of hiring or for existing

staff nine months from the date of this agreement: The Shelter Coordinator, the Child and Family Advocate and Shelter Evening Worker, Shelter Overnight Worker and Shelter Weekend Worker. The agency would pay for these individuals' fee for training. This money would come from the staff training budget line item. The Shelter Coordinator and the Child and Family Advocate can utilize staff training days per the contract. Shelter staff, who do not get training time would be given compensation time off, which they could use at times when the shelter is quiet. (8 hours) Because of the large number of compensation hours shelter staff not lose them in 30 days. They will have 6 months in which to use them.

ARTICLE 30 – BULLETIN BOARD

A bulletin board space will be made available to the Union for its use in a reasonable location for Union notices.

ARTICLE 31 – PERSONAL WORK

No Employee shall be required to do personal work of any nature whatever for any other Employee or officer of the Employer, nor shall any Employee perform their own personal work or another's on work time.

ARTICLE 32 – UNION DELEGATES/UNION MEETINGS

Section 1. Paid Release Time. If any bargaining unit employee is elected to the Executive Board of the Union on a statewide level, then that person shall be allowed two hours per month of paid work time, no more than once each month, for the purpose of attending Union meetings.

Section 2. Time For Delegate Duties. A Union Delegate shall have reasonable time to receive complaints and process grievances during normal working hours without loss of pay. A Union Delegate and grievant shall be allowed a reasonable amount of time for conferring with one another during normal working hours (not to exceed two (2) hours per month without prior management approval) and with the Employer regarding grievances without loss of pay.

Section 3. Unpaid Release Time. Union Delegates or their designees shall be allowed up to two (2) days off per year, without pay, to attend Union events.

Section 4. Union Meetings. Employees may hold Union Meetings at the Agency on non-work time upon one week's notice to a Director. The one week's notice may be waived with the consent of the Employer.

Section 5. Notification and Orientation of New Hires.

1. At the time of hire, the Employer shall notify new employees that they are represented by Local 509 and provide them with the names of their Union steward(s) and their Union Representative.
2. During the Employer's orientation for new employees, a representative of the Union and/or a Union steward will be given the opportunity to talk with new Employees about the Union. The steward/member shall be released without loss of pay to attend the Union orientation.

Section 6. Labor-Management. There shall be a committee established by the Union which shall meet monthly with representatives of the Employer to discuss matters of mutual interest and concern. Up to three (3) members of the bargaining unit shall be granted two (2) hours of paid time per month for this purpose, without limiting the number of committee members.

ARTICLE 33 – NURSING MOTHER

Section 1. Subject to Article 33.2 below, mothers of nursing children shall have the right to bring such children to work in order to nurse them as long as it does not interfere with the work of the mother or other employees. Time spent totally in the care or nursing of such child shall not be paid time. However, the nursing mother may choose to be paid for thirty (30) minute nursing time in lieu of taking thirty (30) minute lunch break. If the Employee is involved in any work-related tasks while nursing or caring for such child, this will be considered paid time. Nursing of children over one (1) year of age in the workplace almost always interferes with the work of the mother and other employees. In such circumstances, the mother is encouraged to work out acceptable arrangements and provisions for childcare with her supervisor.

Section 2. Before an Employee may bring a child to an Agency work site as described above, the Employee must sign and deliver to the Agency an agreement to waive, and hold the Agency harmless from, any claims by the Employee or on behalf of the child for damage or injury related to the child's presence at the work site.

ARTICLE 34 – RELIEF POOL

Section 1. Establishment of Relief Pool. The Employer will make every effort to establish and maintain a relief pool of trained and available people. Pool people will have no rights or benefits under the contract.

Section 2. Shift Coverage. In the event a shelter shift is uncovered the shift will first be offered to shelter staff, then part-time Employees and finally full-time Employees.

Section 3. Pay And Order Of Assignments. If no staff person wants the shift, a replacement will be found from the pool of relief workers. Relief pool workers will be paid a base rate of Shelter Staff salary. Work will be offered to relief pool people on a rotating basis.

Section 4. Staff Relief Work Limitations. All staff members doing relief work will structure direct service time during their shift hours except in the case of emergency (i.e. rape calls).

ARTICLE 35 – INSPECTION OF PREMISES BY UNION OFFICIAL

Section 1. Union Access. Any duly accredited official of the Union may visit the Employer's office for the purpose of conferring with Employees. Visits can occur only if such a visit does not interfere with the Employees' performance of their duties or otherwise disrupt the normal flow of business. Further, such visits can only be scheduled on non-work time, including the Employee's lunch which on the day of such visits may be taken when the Union official arrives.

Section 2. Conducting Union Business. It is understood that any visit or conference that is other than routine and that may occupy a significant amount of time shall take place only during Employees' free time.

Section 3. Notification. Any duly accredited official of the Union may visit the Employer's office premises for the purpose of inspecting conditions at reasonable times, provided she/he give forty-eight (48) hours' advance notice to the Director. In the event a grievance is filed concerning the physical safety of the shelter, then and only in that event can the shelter be inspected, provided that the Union official give forty-eight (48) hours' advance notice to the Director.

Section 4. Waiver of Notification Requirements. Any forty-eight (48) hours' advance notice provided for in this Article shall include the date and time of the planned inspection. This advance notice requirement may be waived if

both the Union and the Employer (through the Director or member of the Executive Committee of the Board of Directors) agree that an emergency condition exists. Both parties agree that requesting and granting this waiver will not be used unreasonably.

Section 5. Union Inspections. Any Union official inspecting the premises shall be properly identified and accompanied during said inspection by a representative of the Employer, and provided further that said representative shall not interfere with the Employee's performance of their duties or otherwise unreasonably disrupt normal work hours. There shall be no solicitation of any kind on the Employer's premises.

ARTICLE 36 – INSURANCE AND INDEMNIFICATION

The Employer agrees to maintain its present professional and auto liability coverage for all Employees in an amount equal to what presently exists. The Employer will reimburse Employees up to \$75.00 per year for the cost of class 30 vehicle insurance, provided that the Employees are required to use their personal vehicles in the normal course of their job responsibilities. Documentation from the insurance company must verify that the Employee has purchased the extra coverage, as well as indicate the cost of the coverage.

ARTICLE 37 – SUB-CONTRACTING

Section 1. Restrictions. The Employer agrees not to sub-contract or farm out any current positions now performed by its Employees. This restriction applies whether the work is contracted to any independent Employer or to a related Employer.

Section 2. Displacement of Union Staff. Consultancies or relief staff may not be used to displace bargaining unit Employees.

Section 3. Volunteers. Volunteers may not be utilized to perform any work now performed by NELCWIT staff without agreement of bargaining unit.

ARTICLE 38 – NOTICE

Any notice provided for in this Agreement shall be given to the Union at its headquarters, 400 Talcott Avenue, Watertown, Massachusetts 02472, and to the Employer at 479 Main Street, Greenfield, Massachusetts 01302.

ARTICLE 39 – SAVINGS CLAUSE

Section 1. Conflict With Contracts or Funding Source. The Union Representative or designee will be given a written notification and/or copy of a new or modified RFP that might conflict with the Union contract. The Union may request a meeting within three (3) days to discuss the potential conflict and attempt to resolve the situation. Management will make every effort to write proposals consistent with the Union contract. If the parties fail to agree on a solution, management reserves the right to proceed.

Section 2. Resolution of Legality Conflicts. If any term, provision or condition of this Agreement is held to be unlawful, illegal, or in violation of law in a final judgment, the parties will confer in an effort to agree upon suitable substitutions therefore, and if they fail to agree, the same shall be considered a grievance and jointly submitted to arbitration shall be instructed by the parties that it is their intention to maintain the essence and spirit of the provisions so held illegal to the extent permitted by law. Therefore, if any of the provisions of this Agreement are adjudicated to be illegal, unlawful, or in violation of any existing law, no other portion, provision or Article of this Agreement shall be invalidated nor shall such adjudication relieve either of the parties hereto from their rights and limit the rights or liabilities of either of the parties hereto, except insofar as the same is made unlawful, illegal, or in violation of the law.

Section 3. Contract Protection. If any term, provision or condition of this Agreement is so declared to be unlawful, illegal, or in violation of the law, the remainder of this Agreement shall remain valid and in full force and effect.

ARTICLE 40 – PAST PRACTICE

Section 1. Entirety of Agreement. It is specifically understood that this Agreement sets forth the entire written understanding of the parties and may not be modified without the joint written consent of the Union and the Employer, except as provided herein. Any modifications to the collective bargaining agreement must be reduced to writing, signed by the Union Steward(s) and Union Representative and the Director with a copy mailed or given to each party.

Section 2. Policy Book. The Employer agrees to maintain a policy book which outlines the agency's policies, rules and practices which are relevant to employees and that are in effect in addition to the contract. This book will be kept in an accessible place and will be part of each employee's orientation.

Within twelve months of the signing of this Agreement, a joint labor-management committee will review the Policy Book in order to update, delete or revise same, insofar as they may conflict with the Union contract. This committee will meet on work time.

ARTICLE 41 – LIQUIDATION

Should the Employer liquidate its business, in whole or in part, the Employer shall notify the Union at least sixty (60) days in advance and affected Employees shall be retained on the job until liquidation is completed.

ARTICLE 42 – MANAGEMENT RIGHTS

Section 1. Rights. The management of the Agency and the direction of the work force, including the right to plan, direct and control operations, to schedule and assign work to Employees, to determine the means, methods, processes, materials and schedules pertaining to the overall operation of the Agency and schedules to determine the services to be provided, to choose the location of its programs and the continuance of its operating departments, to establish service and employment standards and to maintain efficiency of Employees, to establish and require Employees to observe Agency rules and regulations, to hire, lay-off, or relieve Employees from duty when disabled from performing the duties required, to maintain order and to suspend, discipline and discharge Employees for cause and to formulate, negotiate, prepare and amend the Agency budget and Agency contracts or agreements with funding sources are the recognized rights of the Employer.

Section 2. Scope of Rights. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer maintaining all rights not otherwise specifically restricted by this Agreement.

Section 3. No Discrimination. The exercise by the Agency of any of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union or any other Employee, nor shall they be exercised arbitrarily, capriciously or in bad faith.

ARTICLE 43 – UNION SECURITY

Section 1. Union Security. All Employees in the bargaining unit as of the date of this Agreement, who are members of the Union, shall maintain their membership as a condition of continued employment.

Section 2. Union Membership. All Employees in the bargaining unit as of the date of this Agreement, who are not members of the Union shall become members of the Union within thirty (30) days after the effective date of this Agreement and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 3. Membership Requirements. All Employees in the bargaining unit shall become members of the Union no later than the thirtieth (30th) day following the beginning of such employment and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

Section 4. Union Dues. For the purpose of this Article, an Employee shall be considered a member of the Union in good standing if she/he tenders the periodic dues and initiation fees uniformly required as a condition of membership.

Section 5. Failure to Maintain Membership. An Employee who has failed to maintain membership in good standing as required by this Article, shall, within twenty (20) calendar days following receipt of a written demand from the Union requesting her/his discharge, be discharged if, during such period, the required dues and initiation fees have not been tendered.

Section 6. Indemnification. The Union shall indemnify and save harmless, the Employer against any legal costs, claims, demands, suits, or other liabilities that may arise out of the Employer's compliance with this Article.

Section 7. Religious Exemption. Notwithstanding the above, an Employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or body which has historically held conscientious objections to joining or financially supporting a labor organization may by agreement between the Union and Employer be exempt from becoming a member of the Union and/or from paying Union dues. Consent of the Union shall not be unreasonably denied. An Employee prohibited from joining a labor organization but not prohibited from financially supporting the same shall pay an amount equal to Union dues to the Union as an Agency fee.

ARTICLE 44 – CHECK-OFF

Section 1. Dues Deduction. Upon receipt of a written authorization from an Employee, the Employer shall pursuant to such authorization, deduct from the wages due said Employee each month, starting not earlier than the first pay period following completion of the Employee's thirtieth (30th) day of employment, and remit to the Union regular monthly dues and initiation fee, as fixed by the Union. The initiation fee shall be paid in two (2) consecutive monthly installments beginning the month following the completion of the Employee's thirtieth (30th) day of employment.

Section 2. Political Education Fund. Upon receipt of a written authorization from an Employee, in a form satisfactory to the Employer, the Employer shall deduct from the wages due such Employee each pay period, a political education fund fee designated for the Union in the amount specified on the authorization. The Employee may withdraw the fee authorization by giving at least sixty (60) days notice to the Union and to the Employer.

Section 3. Exceptions. The Employer shall not be obligated to make dues deductions of any kind from any Employee who during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 4. Remittance to Union. Each month the Employer shall remit to the Union at its office located at 400 Talcott Avenue, Watertown, Massachusetts 02472, all deductions for dues, initiation fees and the political education fund made from wages of Employees for the preceding month together with a list of all Employees from whom such amounts have been deducted.

Section 5. Information Requirements. The Employer shall furnish to the Union each month with the names of newly hired Employees, their dates of hire, their addresses, their social security numbers, their classifications of work, their wages; the names of terminated Employees and their dates of termination, and the names of Employees on leave of absence and/or worker's compensation.

Section 6. Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee arising from any deductions made by the Employer hereunder.

ARTICLE 45 – WAGE AND SALARY ADMINISTRATION

Section 1. General Increases.

1. In the first year of the contract, employees will be entitled to receive a two percent increase effective the first payroll period after January 1, 2009.
2. Any employee who received a step increase since July 1, 2008 will not be required to return the money but payment of the step increase will cease, effective with the first payroll after ratification.
3. Effective July 1, 2009, there shall be a contract re-opener for wages only for the remaining two years of the contract.
4. If the financial position of the Agency improves significantly by the conclusion of FY2009, the Board is committed to considering bonuses for all employees.

Section 2. Hiring Salary Schedule. For all other positions: Upon Ratification - \$14.75

Section 3. No Loss of Pay. No Employee who transfers from one bargaining unit position to another will suffer a reduction of the Employee's hourly wage rate as a result of such a transfer.

ARTICLE 46 – BENEFIT DESCRIPTION

Section 1. Payroll Taxes. The Employer will pay State Unemployment, Workers' Compensation, and the Employer portion of F.I.C.A.

Section 2. Health Insurance: Employees who work twenty-one (21) or more hours per week on site and who do not have access to other comparable health insurance will receive seventy percent (70%) of the cost of individual or family health insurance.

Employees working less than twenty one hours (21) but more than seventeen and one-half hours (17.5) hours per week will receive pro-rated health benefits if they do not have access to other comparable health insurance and will contribute proportionally to the insurance costs.

Employees will have the option of purchasing health insurance from any available plan so long as the Agency cost does not exceed seventy percent (70%) of the basic plan through the NELCWIT health insurance plan.

Effective July 1, 2008, all newly-hired employees will be eligible for medical insurance coverage only if they are regularly-scheduled to work a minimum of thirty-five hours (35) weekly.

(Unless otherwise indicated all changes in health insurance are effective the first payroll period after January 1, 2009).

The agency will reimburse employees for any additional cost from participating in another employer's health insurance, as long as the cost to the Agency of that reimbursement does not exceed the Employer's agreed upon contribution and that the employee's contribution is at least equal to that of those insured by NELCWIT. Employees seeking reimbursement shall provide documentation and receipts before reimbursement.

Families shall be defined for purposes of health insurance as domestic partners and their children. Domestic partners are two people who have chosen to share one another's lives in an intimate and committed relationship of mutual caring, who live together and have agreed to be jointly responsible for basic living expenses. Children of such partners shall be covered for insurance until the age of 19 unless enrolled as a full time student, coverage in such cases shall be until the age of 23. The Agency and the Union agree to work jointly and cooperatively to remove all local, state and federal barriers to domestic partner inclusion in group health and other benefits.

The Agency and the Union will advocate for the availability of alternative health care through the NELCWIT health insurance plan.

The Employer will pay for the Employee's chosen dental insurance an amount equal to 50% of the dental premium.

Section 3. Disability Plans. Employees working 30 hours or more will be enrolled in the employers short and long term disability insurance plans as soon as eligible.

Section 4. Dependent Care Reimbursement Account. Employees will be able to participate in a Health Care Reimbursement Account and a Dependent Care Reimbursement Account maintained by the agency.

Section 5. Retirement. Effective July 1, 1998 employees shall be eligible to participate in the Employer's Tax Deferred Annuity Plan currently in effect. The Employer will contribute one percent (1%) of an Employee's annual salary to the Employee's TSA account each year.

ARTICLE 47 – SUCCESSORSHIP

In order to protect and preserve the rights of bargaining unit Employees in the event of a sale, assignment, lease, merger or transfer of the control, operation, or assets of the Agency, the Agency agrees that it shall continue to be responsible for the complete performance of all economic terms and conditions of the collective bargaining agreement ("Agreement") unless and until the purchaser, assignee, lessee, or other transferee ("purchaser") expressly acknowledges in writing by specific provision in the agreement for sale, assignment, lease, merger, or transfer that it recognizes Local 509, Service Employees International Union as the representative of the Employees, is fully bound by the economic terms of the Agreement, and assumes all existing economic obligations under the Agreement. The Agency shall give the Union confirmation in writing that the purchaser has agreed to same, and shall notify the purchaser of any pending grievances, arbitrations, and unfair labor practice proceedings and will give the Union confirmation that it has given the required notification.

Both parties understand that the purchaser will still, under the provisions of the National Labor Relations Act, be obligated to negotiate with the Union over the non-economic terms of the Agreement. Both parties agree that, if such transaction occurs where workers in similar classifications were represented by another union, a joint request would be made to the National Labor Relations Board to resolve the situation.

For the purposes of this Article, the economic terms and conditions are covered by the following articles of the collective bargaining agreement:

Article 11 - Section 10 - Pay Due Upon Discharge

Article 12 - Severance pay

Article 15 - Compensatory Time/Overtime

Article 20 - Staff Development Policy, Section 2

Article 21 - Vacation/Holiday/Sick/Personal/Bereavement Days

Article 24 - Mileage Reimbursement

Article 25 - Court Appearance, Section 1

Article 26 - Inclement Weather

Article 29 - Health and Safety, Section 4

Article 45 - Wage and Salary Administration

Article 46 - Benefit Description

ARTICLE 48 – DURATION OF THIS AGREEMENT

This Agreement shall go into effect on May 1, 2008, and shall continue in full force and effect until May 1, 2011. It shall be automatically renewed from

year to year thereafter, unless notification is given in writing sixty (60) days prior to the expiration of this Agreement that changes in the Agreement are desired.

—

IN WITNESS WHEREOF, we have hereunto put our respective hands and seals the day and year first above written.

NELCWIT

LOCAL 509 SEIU

SIDE LETTERS

COMMITMENT TO FULL-TIME POSITIONS

The Employer agrees that in planning for the agency's growth, in looking for new revenue sources and program development that it shall be the agency's priority to expand the number of full-time positions at the agency. Whenever possible, full-time positions will be created and maintained for those employees who want and need full time employment rather than creating more part-time positions. The Employer and the Union shall work together to prioritize which positions should become full-time first.

PARTICIPANTS IN COUNSELING PROGRAM AND SHELTER GUESTS INFECTIOUS DISEASE POLICY AND PROCEDURES

There is no need for anyone with AIDS/HIV to be excluded from the shelter as long as she is able to take precautions with her body fluids and secretions. Another factor would be how much medical attention the person requires. Due to our staffing at the shelter, the person would need to be well enough to care for herself and her children.

All participants shall receive an information sheet regarding NELCWIT Infectious Disease Policies, referral information, and aids testing information. (See enclosed). This information shall be included in the intake packet and the shelter handbook.

Brochures on AIDS in English and Spanish shall be available in the reception area and in the shelter.

Once a month, the weekly shelter house meeting should provide an overview of AIDS policies, including the location and use of gloves and the distribution of brochures.

All precautions should be universal, treating all NELCWIT participants as potential HIV positive.

1. Latex gloves should be used as a physical barrier whenever staff is exposed to body fluids, such as blood or other fluids containing visible blood, semen and vaginal fluids, body tissues, amniotic fluid if a pregnant woman's water breaks, or breast milk. Hands should be washed after disposal of gloves.
2. Questions should be asked as part of everyone's intake to assess the potential risk for aids, as well as to provide an opportunity to offer information. (i.e.: Have you or your children been exposed to any infectious diseases? Are you concerned as to whether you are HIV positive? Do you need any medical attention?)
3. Diapers, sanitary napkins, and tampons should be properly disposed of in covered trash cans.
4. Any area designated as a community changing table should be cleaned with ten parts water to one part bleach. All bathrooms, especially the toilet, sink and tub should be cleaned daily. This can be done with the same bleach/water solution.
5. Confidentiality: NELCWIT will not disclosed if someone is HIV positive or has AIDS without written consent, unless a guest is in imminent harm or is unknowingly in danger of transmission.
6. The shelter staff and guests should wash their hands with soap and running water.
 - before cooking/preparing foods
 - before feeding a child

- before, if possible, and after a medical intervention
- after using the toilet or helping a child do so
- after using a tissue/sneezing or coughing
- after any cleaning job

The staff and guests can use their own judgment as to when cleaning is necessary. The main point to keep in mind is maintaining a healthy environment and lowering the risk of the spread of infectious disease.

7. The staff should be informed as to the list of reportable diseases and should make reports according to law.
8. Toys or objects contaminated with blood or body fluids should be cleaned with bleach solution. Whenever a child is bleeding (injuries, nosebleeds etc.) the adult caretaker should use gloves, prevent contact with other children and take care of the injury immediately including stopping the bleeding and covering the wound as necessary.
9. Shelter guests should not be allowed to share personal items that may be contaminated (i.e. toothbrushes)
10. Clothing stained with blood or any body fluid should be stored separately until washed and then washed again with bleach.

NELCWIT POLICY AND GUIDELINES EMPLOYEES WITH LIFE-THREATENING OR SERIOUS ILLNESSES

POLICY STATEMENT

NELCWIT recognizes that employees with life-threatening or serious illnesses, including but not limited to AIDS/ARC, may wish to continue to engage in as many of their normal pursuits as their condition allows, including work. As long as an employee is able to adequately perform their job duties, and as long as medical evidence indicates the condition is not a threat to themselves or others, management will be sensitive to ensure the employee is treated consistently with other employees. NELCWIT does, however, have an obligation to provide a safe work environment for all employees and program participants. Every precaution should be taken to ensure that an employee's condition does not present a health and/or safety hazard.

It is NELCWIT's position that employees afflicted with a life-threatening or serious illness, including but not limited to AIDS/ARC, do not present a health risk to other employees in the workplace under normal working conditions. Employees with a life-threatening or serious illness, including but not limited to AIDS/ARC, are subject to the same working conditions and performance requirements as any other employee.

In the case of a supervisory concern that an employee is unable to perform his/her job duties, a medical clarification exam (by the employee's own physician) may be required to determine the employee's fitness for work.

GUIDELINES

1. NELCWIT's AIDS policy and guidelines for life-threatening or serious illnesses in the workplace will be shared with employees as part of their orientation.

2. If the physical or medical condition of an employee with a life-threatening or serious illness, including but not limited to AIDS/ARC, affects his/her ability to perform their assigned duties, the employee will be treated consistently with other employees with a disability that prevents them from the duties of their job.
3. If a co-director or a supervisor has a reasonable basis to believe that an employee with AIDS/ARC or other serious illness is unable to perform the duties of their position, the supervisor may, in consultation with a co-director, request that the employee undergo a medical clarification examination given by the employee's own physician. The results of the medical clarification examination shall guide future personnel decisions affecting the employee.
4. Employees afflicted with AIDS, to the extent they are otherwise eligible, are entitled to benefits as outlined in the Union Contract. When requested, the supervisor should furnish information regarding those policies to affected employees.
5. If employees who share the same work environment with an employee with AIDS express concerns over their personal safety and health, supervisors must explain that, based on guidelines issued by the United States Public Health Service and expert medical opinions, casual contact with a co-worker with AIDS poses no threat of transmission.
6. Remember that an employee's health condition is personal and confidential, and all precautions should be taken to protect information regarding an employee's health condition concurrent with applicable Massachusetts law.
7. If warranted, the agency will make reasonable accommodation for employees with life-threatening or serious illnesses consistent with the needs of the program.
8. The agency will be sensitive to the fact that continued employment for an employee with a life-threatening or serious illness may sometimes be therapeutically important in the remission or recovery process, or may help prolong that employee's life.
9. Employees should be encouraged to seek assistance from established community support groups for medical treatment and counseling services.
10. The agency will contact the Board of Health on a regular basis to assure that the most updated information is available to the staff.

SEXUAL HARASSMENT POLICY OF THE NEW ENGLAND LEARNING CENTER FOR WOMEN IN TRANSITION

I. Introduction

It is the goal of the New England Learning Center for Women in Transition (NELCWIT) and SEIU, Local 509 to promote a workplace that is free of all forms of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated. There is procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because NELCWIT and the Union take allegations of sexual harassment seriously, the agency will respond promptly to complaints of sexual harassment and where it is

determined that such inappropriate conduct has occurred, the agency will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth NELCWIT's and the Union's goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit the agency's authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment. Nor is it designed to limit or circumscribe the grievance procedure under the collective bargaining agreement.

II. Definition of Sexual Harassment

At NELCWIT, the definition of sexual harassment is this:

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

(a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,

(b) such advances, requests or conducts have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitute sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness.

- Unwelcome sexual advances, whether or not they involve physical touch;
- Sexual epithets or jokes; written or verbal references to sexual conduct; gossip regarding one's sex life; comments on an individual's body; comments about an individual's sexual activity; deficiencies or prowess;
- Displaying sexually suggestive objects, pictures or cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures; suggestive or insulting comments;
- Inquires into one's sexual experiences;
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint will not be tolerated by this organization.

III. Complaints of Sexual Harassment

If any of NELCWIT's employees believes that she/he or he has been subjected to sexual harassment, the employee has the right to file a complaint with the organization. This may be done in writing or verbally.

If you would like to file a complaint, you may do so by contacting Sarah Dudzic, Executive Director or Gretchen Krull, President of the Board of Directors. They and your Union Steward are also available to discuss any concerns you may have and provide information to you about our policy on sexual harassment and NELCWIT's complaint process.

IV. Sexual Harassment Investigation

When the agency receives the complaint, it will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. The investigation will include a private interview with the person filing the complaint and with witnesses. The agency will also interview the person alleged to have committed sexual harassment, who if a member of the bargaining unit has the right to have a Union Steward present. When the investigation is complete, the agency will, to the appropriate extent, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

VISION STATEMENT

NELCWIT, The New England Learning Center for Women in Transition, is a multicultural and grassroots organization dedicated to social and political change. We work with the community to build safety, justice and dignity for all women and children. NELCWIT is accountable to the community and affirms the diversity among us. Through shelter, counseling, education, advocacy and organizing, NELCWIT offers safe harbor, and provides opportunities for each woman to realize her own power. We hold great respect and appreciation for all who are committed to ending violence, and for the energy, courage and love needed to do this work. NELCWIT works to challenge and mobilize other institutions to be accountable to these anti-oppression and anti-violence principles. In the name of countless women who have struggled before us, and for the sake of generations yet to come, NELCWIT commits itself to the dream of a world free from violence and all forms of oppression.

NELCWIT MISSION STATEMENT

The mission of NELCWIT is to serve the community as a feminist organization by reaching out to women in transition and/or women who have been victims of violence. Through education, counseling, advocacy and sheltering, NELCWIT provides a space for growth, healing, sharing and dreaming that enhances the dignity of women's lives. There is a

respect and appreciation for those who serve these women in the name of NELCWIT for their commitment to ending violence and an acknowledgement of the energy and love needed to do this work. NELCWIT sees as its mission the appreciation of the uniqueness of all women as demonstrated in the richness of diversity of class, race, sexual preference, age and physical/mental abilities. NELCWIT commits itself to the dreams of women to live free from violence in all its forms. As a feminist agent of social and political change, NELCWIT works to create a global climate of safety, respect and dignity for all women and their children.

INDEX

	Page
Affirmative Action	2
Auto Liability Coverage	31
Beeper- Backup Emergency.....	15
Bereavement Time.....	22
Bulletin Board	28
Compensatory Time.....	15
Court Appearance	25
Dependent Care Account.....	38
Direct Service Requirements	16
Disability Plans	38
Discipline & Discharge	9
Drug Free Workplace Act.....	27
Dues Deduction.....	35
Duration of Agreement.....	39
Education Days	18
Equal Employment Opportunity	3
Evaluations	16
Family Medical Leave Act	25
First Aid Training	27
Full-Time Positions Commitment.....	40
Grievance Procedure	10
Health & Safety	27
Health Insurance	36
Hiring Procedures	6
Hiring: Executive Director.....	8
Holidays	20
Hours of Employment	13
Infectious Disease Policy/Procedures	40
Inspections/Visitations by Union Officials	30
Insurance Coverage.....	31
Just Cause	9
Layoff Procedure	4
Leaves of Absence.....	23
Liquidation Notification	33
Management Rights.....	33
Middle Management Evaluations	17
Mileage Reimbursement.....	25
Military Service	25
Mission Statement.....	45
New Employees	4
No Strike/No Lockout	2
Non-Discrimination.....	3
Nursing Mothers.....	29
Orientation & Training	8
Overtime	13
Parental Leave	24
Past Practice	32

Payroll Taxes	36
Personal Days	22
Personal Leave	23
Personal Work.....	28
Personnel Files.....	9, 16
Personnel with Life Threatening Illness Policy	41
Planning Process	26
Policy Book	32
Posting of Vacancy	6
Probationary Employees.....	4
Professional Liability Coverage.....	31
Promotions to Exempt Positions.....	5
Recall Rights	5
Recognition	1
Relief Pool	29
Respect and Dignity.....	3
Retirement	5
Retirement-Tax Deferred Annuity Plan.....	38
Schedules	13
Seniority	3
Severance Pay.....	10
Sexual Harassment.....	26
Shift Coverage Procedure.....	30
Sick Leave	23
Sick Time	21
Staff Development Policy.....	18
Staffing-Emergency Backup	13
Sub-contracting	31
Supervision	17
Temporary Employees.....	1
Training & Orientation	8
Transfer: No Loss of Pay	36
Union Business	30
Union Meetings	28
Union Security.....	34
Vacancies - Posting/Filling.....	6
Vacation	19
Volunteers	31
Wage & Salary Administration	36
Wage Increases	36
Weather Closings.....	26
Work Day/Work Week.....	13
Workload	15