

AGREEMENT BETWEEN
WOMANSHELTER/COMPAÑERAS

AND
LOCAL 509, SEIU

July 1, 2007 – June 30, 2010

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AGREEMENT

This Agreement made and entered into on July 1, 2007 by and between Womanshelter/Compañeras, P.O. Box 1099, Holyoke, Massachusetts, hereinafter called the "Employer", and the Service Employees International Union, CLC Local 509, hereinafter called the "Union", for and behalf of itself, its members now employed or hereinafter to be employed by the Employer and collectively designated as Employees, which agreement supersedes and revokes prior agreements. As used herein the term "parties" shall refer to the Employer and the Union.

Whereas, the Employer recognizes the Union aforesaid as the only Union representing its employees in the bargaining unit set forth below, and agrees to deal collectively only with this Union for said employees.

Now, therefore, in consideration of the mutual covenants, promises and agreements herein contained, the parties do hereby agree as follows:

ARTICLE 1 – PURPOSE

It is the intent and purpose of this Agreement:

- A. To encourage the highest possible degree of cooperative relationships between the parties;
- B. To assure maximum service of the highest quality and efficiency to the women and children we serve;
- C. To specify rates of pay, hour of work, and other terms and conditions of employment of Employees in the bargaining unit, and
- D. To establish prompt and efficient means for the resolution of grievances.

ARTICLE 2 – RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining agent of all full time and regular part time service and maintenance, clerical and technical employees, including all counselor positions, volunteer program coordinator, children's program coordinator, overnight direct care worker, community educator, legal advocate, shelter manager/shopper, shelter maintenance manager, administrative assistant and direct service assistant employed by the Employer at its Holyoke, Massachusetts location, but excluding all professional employees, managerial employees, fund raising coordinator, fiscal assistant, guards and supervisors as defined in the National Labor Relations Act, pursuant to the Certification in Case No 1-RC-19, 181 issued by the National Labor Relations Board on December 28, 1988.

Section 2. Definitions.

- A. Employer – shall mean Womanshelter/Compañeras, P.O. Box 1099, Holyoke, MA and shall be represented by the Executive Director, or in her/his absence, by his/her duly appointed representative.
- B. Agency Shop – A workplace in which the employees are represented by a Union, and in which as a condition of continued employment each employee must either become and remain a member in good standing of the Union, or pay a fee to the Union, known as an “agency fee”, for its representational activities on behalf of all members of the bargaining unit. Agency fee payers are members of the bargaining unit, and are covered by the Agreement, but are not members of the Union. The terms and conditions in relation to Union Security and Agency Fees are governed by Article 7 of this Agreement.
- C. Seniority shall mean total length of paid service.

ARTICLE 3 – NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree that there shall be no discrimination against or in favor of any Employee or any applicant for employment due to race, creed, color, class, national origin, sex, age, sexual preference, religion, handicap, veteran's status, political belief or affiliation, Employees with dependents, physical appearance, union membership or union activities, except for bona fide occupational qualifications.

ARTICLE 4 – 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 the minority and female composition of Hampden County, Massachusetts. Accordingly the Employer agrees:

Section 1. An Affirmative Action Officer shall be elected by the Union who shall have the following responsibilities:

- A. 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;
- B. To assist the Executive Director in assuring that job vacancies and new positions will be publicized in the media which reach intended groups, and that all publications of positions clearly state the affirmative action policies of the Agency;
- C. To work cooperatively with all hiring committees to ensure that all candidates who meet the requirements of the position proceeds without discrimination through the selection process;

- D. To assist any applicant whose credentials may reflect unusual and/or unique experience because of minority, age, sex, handicapped or other status.

ARTICLE 5 – MANAGEMENT RIGHTS/RESPONSIBILITIES

Section 1. The management of the Agency and the direction of the workforce, including the right to plan, direct and control operations, 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 locations of its program(s) and the continuance of its operating departments, to establish service and employment standards and to maintain the efficiency of employees, to schedule and assign work to employees as outlined in their present job descriptions, 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 just cause and to formulate, negotiate, prepare and amend the Agency budget and Agency contracts or agreements with funding sources are recognized rights of the Employer.

Section 2. 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. The exercise by the Agency of any of the foregoing rights shall not alter any of the specific provisions of the Agreements, 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. The provisions of this Agreement supercede any personnel policies with which they are in conflict.

ARTICLE 6 – UNION RIGHTS/RESPONSIBILITIES

Section 1. Bulletin Boards. The Union may use an adequate part of the official notice bulletin boards at reasonable accessible locations. No notice will be posted which is libelous or derogatory in nature or which constitutes individual election campaign materials.

Section 2. Union Stewards. Two (2) Union Stewards shall be entitled to five (5) days time off (unpaid) for attending Union meetings and other Union events per year.

Section 3. Union Representatives. After advance notice and agreement by the Employer, a representative of the Union shall have access to the employer's administrative facilities for the purpose of conferring with stewards, members and/or the Employer but will not interfere with the daily work flow and will observe all rules regarding confidentiality of the Employer's shelter site. The Employer shall not withhold agreement under this section due to discriminatory, arbitrary or capricious reasons.

Section 4. Executive Board. If any employee is elected to the Executive Board of the Union on a State-wide level, then that person shall be allowed two (2) hours off per month unpaid work time, for the purpose of attending Union meetings as long as these meetings occur during the employee's regular work hours. Employer shall not pay for more than one individual to attend a meeting at any time.

ARTICLE 7 – UNION SECURITY

Section 1. For the duration of this Agreement, the Employer and Union agree there shall be an "Agency Shop", as described below in which every Employee after thirty (30) days employment shall either pay an Agency Fee or Union Dues.

Section 2. All employees employed as of July 1, 1989, shall either join the Union and pay dues or pay an equivalent amount in agency fees to the Union as provided below:

- A. Employees who choose to join the Union must, as a condition of employment, remain members in good standing of the Union for the duration of this Agreement. It is understood that for the purpose of this Article an Employee is a member in good standing if he/she renders his/her periodic dues and initiation fees unless waived by the Union. Initiation fees may be paid in monthly installments until the full initiation fee is paid.
- B. All new Employees covered by this Agreement hired after the effective date of this Agreement and all present Employees who are not members of the Union on the effective date of this Agreement after thirty (30) days of employment under this Agreement shall, as a condition of employment either become members of the Union, or agree to pay an agency fee to the Union in an amount equal to normal periodic dues and initiation fee to the Union.
- C. It is understood that, in conformance with law, an Employee's failure to fulfill his/her obligations under this Article is grounds for discharge.

ARTICLE 8 – CHECK-OFF

Section 1. If an Employee elects to join the Union or chooses to pay an agency fee, the Agency will, upon receipt of authorization from the employees deduct, from the wages due said employee, pursuant to such authorization, starting no earlier than the first pay period following the completion of the employee's first thirty (30) days of employment and remit to the Union regularly monthly dues and initiation fees.

Section 2. The Employer shall be relieved from making such "check-off" deductions upon termination of employment, layoff from work or revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Employer will immediately resume the obligation of making said deductions.

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

Section 4. Each month, the Employer shall remit to the Union offices in Watertown all deductions for dues and initiation fees or agency fees from wages of employees for the preceding month, together with a list of all employees from whom dues and/or initiation fees or agency fees have been deducted.

Section 5. The Employer agrees to furnish the Union offices in Watertown each month with the names of newly hired Employees in the bargaining unit covered by the Agreement, their addresses, social security numbers, classifications of work, their dates of hire, names of terminated employees, together with their dates of termination, and names of Employees on leaves of absence.

Section 6. 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 and all claims, action or proceedings by any Employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7. The Employer agrees to honor the voluntary contribution deduction authorizations from its employees who are Union members to the Union's Committee on Political Education in the form provided for by the Union.

The Employer will allow employees to consent in writing to the authorization of the deduction of a voluntary political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing. An employee may make changes in her/his deduction no more than twice in any calendar year.

ARTICLE 9 – NO STRIKE/NO LOCKOUT

Section 1. During the life of this Agreement, the parties agree that there shall be no strikes, work stoppages, or work slowdowns by the Employees, nor shall there be any lockouts or speed-ups by the Employer.

Section 2. During the life of this Agreement, the Union agrees there shall be no picketing at the Employer's confidential shelter location or administrative offices. The actual room numbers and floors of the Employer's other facilities will not be revealed.

ARTICLE 10 – GRIEVANCE/ARBITRATION PROCEDURE

Section 1. A grievance shall be defined as a complaint, dispute, controversy or grievance

between the Employer and Employee or Employees concerning the meaning, application, or performance of the terms of this Agreement. Grievances shall be processed or filed no later than twelve (12) working days after the facts or events which give rise to the grievance or after the time that the Employee(s) had reasonable basis for knowledge of the occurrence of such an event.

When a grievance or a potential grievance arises, the Employee and/or Union Steward may take up the problem with her/his immediate supervisor in an effort to resolve the problems.

STEP ONE: Within the time limit as set forth above, the grievance shall be presented in writing signed by the grievant and/or Union Steward to the employee's immediate supervisor. The Supervisor shall meet with the grievant(s) and or Union Steward to discuss the matter and respond in writing within seven (7) working days after being presented with the written grievance. Step One is to be bypassed in the event that the immediate supervisor is the Executive Director.

STEP TWO: If the grievance is not settled in Step One, the grievance shall be within seven (7) working days after receipt of the written answer in Step One, presented in writing signed by the grievant(s) and/or Union Steward to the Executive Director. The Executive Director shall meet with the grievant(s) and/or Union Steward and respond in writing within seven (7) working days after the receipt of the written Step Two answer.

STEP THREE: If the grievance is not settled in Step Two, the grievance shall be within seven (7) working days, presented in writing signed by the grievant(s) and/or Union Steward to the Board of Directors. The Board of Directors and/or its appointed committee(s) shall meet with the grievant(s) and/or Union Steward and give a response in writing within fifteen (15) working days after receipt of the written Step Three grievance.

A grievance which has not been resolved thereunder may, within ten (10) working days of completion of Step Three of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing of the American Arbitration Association.

The fees and expenses of the American Association and the arbitrator shall be borne equally by the parties.

The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer and the Union. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Article 10, and he/she shall have no power to add to, subtract from or modify in any way any of the terms of this Agreement.

A grievance concerning a discharge or suspension or matter affecting more than one (1) employee may be presented initially at Step Two in the first instance within the time limit specified in Article 10 Step Two.

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays contractually recognized.

ARTICLE 11 – DISCIPLINE AND DISCHARGE

Section 1. Any disciplinary action taken by the Employer will be for just cause only.

Section 2. In most circumstances, discipline shall be progressive and instructional. However, progressive discipline shall not be required in circumstances involving serious misconduct.

Section 3. Any disciplinary action will be in writing and include the nature of the complaint(s) and correction required.

Section 4. In most cases, an employee will be given a reasonable opportunity to improve.

Section 5. In the event of gross misconduct, such as fiscal dishonesty, theft within the organization, use of alcohol or controlled substances while at work, physical or mental abuse of clients, or violation of client confidentiality, two (2) above shall not apply and the Employee may be summarily discharged. This list is not intended to be exhaustive and the Parties agree that additional misconduct not expressly mentioned herein can be construed as 'gross or serious misconduct.'

Section 6. The Employer will notify the Union Representative (at 150 Fearing Street, Amherst, MA 01002, or such other address as he or she shall designate) and the Union Steward in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, it will give written notice thereof to the Employer within ten (10) working days of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedure hereinafter set forth, however commencing at Step Two of the grievance procedure.

Section 7. Any disciplinary warnings placed in an employee's personnel file shall be removed after six (6) months if during such time no similar incident or conduct has occurred. However, if gross misconduct (as defined by Section 6 of this Article) has occurred and the employer chooses not to discharge the employee, Employer may retain warnings in the employee's file for up to eighteen (18) months. A six (6) month extension may be required if a corrective action plan has not been followed. This extension period is subject to the grievance procedure.

Section 8. An employee shall be informed by management that she/he may have a Union Steward present at any meeting where disciplinary action is to take place.

Section 9. Any employee, except a probationary employee, aggrieved by a disciplinary action or discharge may use the grievance procedure/arbitration procedure of this Agreement.

ARTICLE 12 – STAFF DEVELOPMENT

Section 1. A full-time employee who works forty (40) hours a week shall be allowed five (5) days or a total of forty (40) hours a year with pay to participate in job related educational opportunities and/or professional development. A part-time employee who works at least twenty (20) hours a week shall be allowed five (5) days or a total of forty (40) hours per year with pay on a pro-rata basis to participate in job related educational and/or professional development opportunities. Whether an educational opportunity is job related must be decided and approved by the Executive Director. This approval shall not be unreasonably and arbitrarily denied. Any time off taken pursuant to this Article may be taken only after the employee has obtained prior approval from the Executive Director. If such leave is granted, the Executive Director will work with the employee to establish a flexible schedule. If more funding becomes available for staff development, an employee may be granted additional hours at the discretion of the Executive Director in an equitable fashion.

Section 2. On July 1, employees will receive a staff development allocation. The allocation will be \$275 per year for full-time employees and \$275 pro-rated for part-time employees and those hired after July 1. The allocation shall be used to pay for employees to attend elective job-related college courses, workshops, trainings, conferences or meetings as approved by the Executive Director. Total payments shall include registration fees and meals associated with such workshops, trainings, conferences and meetings. Whether an educational opportunity is job related will be determined by the Executive Director and approved in advance. Approval will not be unreasonably denied. Employees may carry over up to 75% of their annual allocation, or their allocation balance, into the next fiscal year if the employee has attended sufficient staff development events as reasonably determined by the Executive Director. In order to carry over a balance, the employee must submit a written request and provide documentation of conferences, workshops, trainings, meetings or college courses attended in that fiscal year, by June 30 of said fiscal year. Womanshelter/Compañeras sponsored trainings will not be factored into determining if an acceptable level of professional development has been met. The Executive Director will not unreasonably deny carryover in the case of extenuating circumstances. The Employer will also pay for mandated workshops, dinners, or meetings that any employee attends as a representative of Womanshelter/Compañeras.

Mileage for workshops, meetings, and conferences that are beyond 100 accumulated miles per trip may be charged to an individual's staff development account. Mileage up to 100 miles per trip may be charged to the general Agency budget. It is understood that the Employer will not pay mileage for college or university courses. Absent express, advance approval from the Director, the limitation on meal reimbursement shall be ten dollars (\$10.00).

Section 3. If more funding becomes available for a tuition reimbursement program, the Employer will, notwithstanding the provisions of Article 32, Section 3(5), discuss the terms of this benefit with the Union.

ARTICLE 13 – EVALUATIONS/PERSONNEL POLICIES

Section 1. The Employee will be evaluated by her/his supervisor. If the Employee and the supervisor both agree, the evaluation may also include input from the Employee's peers.

Section 2. Evaluations will be completed jointly with input from Employee and supervisor as to all areas of job performance, recommendations, and future goal formulation and related objectives during an evaluation session. Those evaluations will then be typed and the final copies signed and dated by the Employee and her/his supervisor. In the event that an employee refuses to sign the completed evaluation, the employee will be asked to sign an acknowledgement that he/she has received copy of the completed evaluation.

Section 3. An employee may submit a written response to such evaluation within five (5) work days.

Section 4. Written evaluations and responses thereto shall be placed in an employee's personnel file within five (5) work days.

ARTICLE 14 – SUPERVISION

Employees shall receive appropriate and sufficient supervision to assure sound practice, to meet requirements for professional advancement to enhance job performance, and to enable employees to adequately perform their work. No bargaining unit member shall be supervised by any other bargaining unit member.

ARTICLE 15 – PERSONNEL FILES

Section 1. Upon written notice to the Employer, an employee shall have the right to review all material in her/his personnel file and may initial the date on all documents to indicate that she/he has seen the same. An employee shall have the right to include a rebuttal statement to material placed in her/his file and shall have the right to have material in the personnel file reproduced as long as the file does not leave the presence of the Employer. Any dispute as to the inclusion or exclusion of material in the personnel file shall be subject to the grievance procedure set forth in this Agreement.

Section 2. All materials in the personnel file of an employee shall be held confidential 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.

Section 3. Personnel files will not include notes from anonymous sources.

Section 4. All disciplinary warnings, except in the case of gross misconduct, shall be removed and destroyed in the presence of the employee from an employee's file after six (6) months during which time no similar infractions have occurred.

Section 5. Reproduced material from an employee's personnel file shall be given to the

employee within a reasonable amount of time after the request is made.

ARTICLE 16 – SENIORITY

Section 1. Bargaining unit seniority shall be defined as an employee's total length of continuous service in any capacity in the Agency.

Section 2. An employee's seniority shall commence after the completion of her/his probationary period and shall be retroactive to the date of hire (or rehire).

Section 3. Seniority shall be maintained during any approved, continuous leave of absence, accrued during leave of absence due to injury at work when covered by Workers' Compensation, accrued for absence due to involuntary court appearance; maintained during lay-off, provided employee is rehired by the Employer within one (1) year.

Section 4. The employee shall lose seniority rights when she/he terminates voluntarily; is discharged for just cause and the discharge is not reversed through the grievance process; the employee fails to return to work within ten (10) days after the date the Employer notifies the employee by certified mail following lay-off.

Section 5. In the event a lay-off becomes necessary, temporary and then probationary employees shall be laid-off first. Non-probationary employees shall be laid off next in inverse order of bargaining unit seniority, within grant limitations. Every effort will be made by the Employer to preserve positions through alternative funding.

An employee scheduled to be laid-off may "bump" the least senior employee as long as she/he is qualified or can be trained within three (3) weeks to do the required job duties. If such a "bump" is to a position of less pay, the more senior employee will be held to her current rate of pay.

In all cases the remaining employees must be able to perform the required job duties.

Section 6. If a current bargaining unit member is selected for a position in the same or a higher pay category, the employee will not receive a decrease in pay. Depending on the employee's experience, skills, and years with the agency, the Employer may increase the employee's pay rate. The Employer will seek the input of the union steward in determining this rate of pay.

Section 7. If a current employee is selected for another position within the organization, there will be no probationary period. There will be no interruption of health care insurance, paid time off or other non-salary benefits as a result of transfer or change in position.

Section 8. Recalls after lay-offs shall be made in the reverse order of lay-offs.

ARTICLE 17 – PROMOTION TO EXEMPT POSITION

In the event that an employee covered by this Agreement is promoted to a position not covered by the contract, the employee so promoted shall retain, but not accrue seniority in her/his previous position for twelve (12) months. If prior position has been filled, the employee who wishes to return to the bargaining unit, may apply for a vacant position.

ARTICLE 18 – VACANCIES/HIRING

Section 1. All hiring shall be subject to the Affirmative Action Policy set forth in this Agreement.

Section 2. Notices of all job vacancies in the Agency shall be posted on the Union bulletin board for a period of five (5) working days. Employees shall apply for the job in writing.

Section 3. The position shall be awarded on the basis of an employee's qualifications and/or experience. If two or more employees have substantially similar qualifications and/or experience, seniority shall be the deciding factor.

Section 4. If no internal candidate is found to be qualified and competent for the position, the position shall be advertised.

ARTICLE 19 – PROBATIONARY EMPLOYEES/TEMPORARY EMPLOYEES

Section 1. Probationary Employees. The first three (3) months of a full-time employee's and first five (5) months of a part-time employee's employment shall constitute the probationary period during which time she/he shall have access to all rights and privileges under the contract except those listed in Article 11 Discipline and Discharge. The probationary period may be extended by one month but will not be extended unreasonably. During an employee's probationary period, she/he may be discharged at the sole discretion of Womanshelter/Compañeras and such action will not be subject to the grievance and arbitration procedures of this Agreement.

Section 2. 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, on a leave of absence, or for any other reason not at work, or to complete a special short-term project or job assignment.

ARTICLE 20 – WAGES/COMPENSATION

Section 1. Wages. There shall be across the board wage increases as follows:

7/1/07	3% (plus salary reserve)
7/1/08	\$.35/hr (plus salary reserve)
7/1/09	\$.35/hr (plus salary reserve)

New employees may be started at up to 10% above the minimum starting rate for that

position based on background experience. No new employee shall be hired at a higher rate than an existing employee in the same position who has equivalent experience, without raising the current employee's hourly rate to at least the same amount.

Minimum starting salaries:

Director of Women's Services	\$14.00
Counselor/Advocate	\$12.50
Children's Programmer	\$12.50
Children's Advocate	\$12.50
Legal Advocate	\$12.00
Community Educator	\$13.00
Community Education Assistant	\$12.50
Volunteer Coordinator	\$12.50
Shelter Maintenance Manager	\$12.00
Shelter Purchaser	\$12.00
Direct Care/Overnight	\$9.25

Section 2. Backup.

- A. Effective July 1, 2007, the rate for carrying the beeper shall be \$155.00 per week.
- B. Effective July 1, 2008, the rate for carrying the beeper shall be \$160.00 per week.
- C. Effective July 1, 2009, the rate for carrying the beeper shall be \$165.00 per week.

Where there is a foreseeable uncovered shift (i.e., where a shift is open due to a vacation of a regular employee), and the employee carrying the beeper (backup) has to cover, there shall be additional compensation as identified below. Provided, however, that the additional compensation described below shall not apply where the vacant shift was unexpected such as due to the taking of a sick day by the regularly scheduled employee (or cancelled shift by volunteer/relief).

There shall be two covered shifts: Monday through Friday 5:00 p.m. to 11:00 p.m. and Monday through Friday, 11:00 p.m. to 8:00 a.m.

If the back-up beeper person has to cover during one of the shifts on one of the covered days, the back-up person shall be compensated premium pay at a rate of an additional four dollars (\$4.00). If the individual is call in during one shift during each of the five days, s/he shall receive total additional premium pay compensation of (\$20.00).

Section 3. Salary increases for all employees will occur at the same time. In the case of an employee who has less than one year of service, any adjustment will be prorated based on that employee's start date. An employee who has not yet completed their probationary period will receive this raise at the end of this period.

Section 4. The reopened negotiations shall be limited to Article 20 and 21 for consideration of further increases and health insurance carrier/coverage issues.

ARTICLE 21 – INSURANCE

Effective July 1, 2008, the employer/employee insurance contribution rates shall change to the following:

- 85/15 family
- 90/10 individual

Section 1. The Employer shall pay 85% of the cost of the family health insurance plan and 90% of the cost of the individual health insurance plan for employees who work at least 24 hours per week. Notwithstanding the provisions of Article 32, Section 3(5), Union will, at Employer's request, discuss changes of the medical insurance carrier and/or coverage, such requests to be made in writing to the Union Representative and the Union Steward. Information regarding proposed new coverage or carrier will be provided to Union members as soon as reasonably possible after the Agency receives and reviews it but prior to any scheduled meeting between the Employer and Union regarding this subject. Any change in existing health insurance carrier and/or coverage must be agreed to by both the employer and the Union before any changes are implemented. There will be no waiting period for employees.

During the period of July 1, 2008 to June 30, 2009, only -- employees who participate in the family health insurance plan shall receive the equivalent of 15cents (\$0.15) per hour employer contribution to the health insurance. The 15 cent equivalent shall be provided as an employer contribution to the health insurance premium. The Parties agree and acknowledge that the employer cannot, as of the date of ratification, provide a precise percentage equivalent calculation because the employer is not aware of the cost of the health insurance for the effective date, July 1, 2008.

Section 2. The Employer shall provide \$10,000.00 Life Insurance Coverage for each employee working 30 hours or more per week.

ARTICLE 22 – TAX SHELTERED ACCOUNT

Section 1. The Employer will provide the opportunity for employees to invest in a tax sheltered account. The Employer will match the employee's contributions on a one to one basis up to the following

- Effective June 30, 2007 3.00%
- Effective June 30, 2008 3.25%
- Effective June 30, 2009 3.50%

of each individual employee's salary. These matching contributions will be paid and sent to the employee's retirement account on January 1st and June 30th of each year. An

Employee may contribute beyond the amounts noted above without Employer matches subject to the limits of applicable laws.

Section 2. All employees are eligible for Employer matching payments after the completion of their probationary period. Employer will not require any waiting period for employee to withdraw funds upon termination of employment. Employer will not be responsible for withdrawal penalties charged to employees by selected investment company.

Section 3. Employer and Employees will meet within thirty days of signing this agreement to decide on which tax sheltered accounts will be offered. Any TSA chosen will provide full quarterly reports on the status of their account.

ARTICLE 23 – MILEAGE

An employee who uses his/her own motor vehicle on approved Employer business (other than commuting) shall be reimbursed at the current IRS rate per mile, plus the actual cost of parking and tolls. In order to be reimbursed the employee must provide receipts of such expenses to the Employer by the fifth day of the month for reimbursement for the preceding month's mileage and related expenses. Employee's completed time sheets must also accompany request for reimbursement. If received by Executive Director after said due date, reimbursement will not be unreasonably denied by the Executive Director where extenuating circumstances can be demonstrated.

Mileage while on back-up will be paid from point of departure to the location required to provide services. The Agency reserves the right to question mileage reimbursement forms as well as the route traveled. Any employee who abuses this benefit may be subject to discipline.

ARTICLE 24 – JURY AND COURT TIME

Section 1. Court Time. An employee who is subpoenaed or permitted by the Employer to appear in court on behalf of the Employer will receive court leave for hours that the employee is scheduled to work and be paid the difference between the employee's regular wages and the compensation received from the court provided:

- A. the employee notifies his/her supervisor that he/she has been subpoenaed to appear in court within twenty-four (24) hours of receiving the subpoena;
- B. the employee reports for work as regularly scheduled on days when the court is not in session or reports for work after the court recesses on a particular day, and
- C. the employee furnishes evidence satisfactory to the Employer that he/she appeared in court and of the amounts received by the employee as compensation for appearing in court and/or giving testimony.

Section 2. Jury Duty. An employee who is required to report for jury duty on days that he/she is scheduled to work shall be paid their regular wages for the first three (3) days of jury duty. If the employee's jury service extends beyond three (3) days, the Employer shall pay the difference between the employee's regular wages and the compensation received from the court, provided that:

- A. The employee notifies his/her supervisor that he/she has been called to serve on a jury within seven (7) days of receiving that notice.
- B. The employees report for work as regularly scheduled on days when the jury is not sitting or reports for work after being dismissed from jury duty on a particular day; and
- C. The employee furnishes evidence satisfactory to the Employer that he/she performed jury duty and of the amounts received by the employee as compensation for serving on the jury.

ARTICLE 25 – INCLEMENT WEATHER

Section 1. In the event that the Agency is closed or its opening is delayed due to extreme conditions or temperature, such closure shall not result in loss of pay for employees.

Section 2. Closure of the Agency shall be at the discretion of the Executive Director in consultation with a staff person. Employees shall be notified of closure by implementation of a phone tree.

Section 3. In the event of extreme weather conditions or temperature when the Agency is not closed, an employee who decides that she/he cannot report to work for safety reasons shall not be penalized by loss of pay for a period of one (1) day or eight (8) hours annually.

Section 4. Any subsequent day(s) when an employee does not report for work in extreme weather conditions or temperature and the Agency is open, the employee may use any accrued benefit time.

ARTICLE 26 – HOURS OF EMPLOYMENT

Section 1. Full-time employees shall receive two (2) consecutive days off in each seven (7) day period, except in the event of overtime and voluntary overtime.

Section 2. Employees shall have flexible work hours and shall be permitted to set their own schedules provided such schedule allows the employee to perform the duties of their position. If any conflicts or difficulties arise regarding schedules or performance of job responsibilities, the Executive Director will have final authority.

Section 3. The regular work week for full-time employees shall consist of forty (40) hours,

inclusive of two (2) fifteen (15) minute breaks and thirty (30) minute paid meal period which may be combined for a one (1) hour paid lunch as close to the middle of the day as possible considering the needs of the Shelter. All part time employees are entitled to prorated breaks and meal periods which can be combined.

Section 4. An employee shall be compensated at the rate of one and one half times (1 1/2) times her/his regular rate of pay for all hours worked in excess of forty (40) hours in a work week. The regular work week is from Sunday to Saturday. Work schedules over forty (40) hours shall be approved by the Executive Director.

Section 5. Back-up shall consist of one (1) week excluding regular working hours. Employees will be paid for any time actually worked.

ARTICLE 27 – HOLIDAYS

Section 1. Each employee shall be entitled to the following holidays, plus two (2) undesignated floating holidays:

Presidents Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Columbus Day	New Year's Day
Martin Luther King Day	

Section 2. Part-time employees covered by this Agreement will receive pro-rated holiday pay, based on their regular hours of work per week.

Section 3. Probationary employees shall be entitled to the holidays listed in Section 1, excepting that the floating holidays may not be taken until an employee has completed her/his probationary period.

Section 4. In the event a holiday listed in Section 1 is observed during an employee's vacation, the employee shall receive an additional day of vacation leave.

Section 5. In the event an eligible employee is required to work a holiday listed in Section 1, the employee shall be paid at time and one half for all hours actually worked.

Section 6. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive holiday pay based on her/his regular hourly rate of pay, not to exceed eight (8) hours.

Section 7. An employee may request to take a religious holiday not listed in Section 1, according to Massachusetts law.

ARTICLE 28 – VACATIONS

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

Section 2. All employees shall be entitled to the following:

A. Vacation Allowance:

First Year	Two weeks and two day
Second Year	Three weeks
Third Year	Three weeks and three days
Fourth Year	Four weeks and one day
Fifth Year & After	Same as fourth year with one additional day of vacation added for each year of service over fourth year to a maximum of five weeks.

Increase in vacation time will occur on July 1 of each year. An employee who has not yet reached their first anniversary by July 1 will receive a prorated increase in vacation accrual. An employee who has not yet completed their probationary period will receive accrued vacation hours at the end of their probationary period. On the July 1 following a new employee's first anniversary, the employee will be placed at the second year vacation level.

- B. Vacation time may be taken when accrued. Employees will be allocated their yearly vacation twice a year - one half on July 1 and one half on January 1. Vacation accrual will be based on paid service. New employees will accrue vacation from their date of hire on a pro-rated basis until the beginning of the new fiscal year, but vacation may not be taken as paid until the probationary period has ended.
- C. All vacation entitlements shall be paid on the last day prior to the vacation at the employee's then current rate of pay and with one week prior notice given to the Fiscal Coordinator except in the case of extenuating circumstances as determined by the Executive Director.
- D. Vacation scheduling will be done in order of seniority and will be based on the operational needs of the organization. The Executive Director will determine final vacation schedules if difficulties arise.
- E. Employees may carry over their accrued vacation for a period of three (3) months after the beginning of the new fiscal year.
- F. If an employee is unable to take his/her accrued vacation as outlined above due to extenuating circumstances, the employee and the Executive Director will come to a mutually acceptable agreement, but in no case will the Executive Director agree that vacation can be carried over beyond December 31. In extraordinary circumstances, the employee may make a written request to extend vacation time beyond December 31 to the Board of Directors.
- G. Vacation time cannot be used during the two-week resignation period unless it was

requested and approved prior to the resignation notice.

ARTICLE 29 – FAMILY/PERSONAL/SICK/BEREAVEMENT LEAVE

Section 1. A Family/Personal Day is defined as one fifth (1/5th) of the employee's regular work week.

Section 2. All current employees shall be entitled to receive three family and four personal days per year. Employees hired after July 1 shall receive four personal and three family days on a pro-rata basis after completion of their probationary period. Family and Personal days must be used by June 30 of the same fiscal year. When possible employees will notify the person responsible for adequate staffing forty-eight hours in advance prior to taking non-emergency Family/Personal days.

Section 3. It is understood by the parties that family days shall include children, spouses, parents, or significant others, including significant family members.

Section 4. All employees will receive 1.25 sick days per month that will be posted at the end of each month for which it has accrued. Employees may accrue and carry over up to fifty-five (55) sick days from one fiscal year to another.

Section 5. Employees will notify office by 8:30 A.M. of intended absence.

Section 6. If the Employer feels an employee has shown a pattern of sick leave abuse, the Executive Director may require a doctor's certificate following an absence as a condition precedent to an employee's use of sick leave if: 1) the employee has been absent for four (4) or more days or 2) the return of the employee to work may present a health or safety danger to the employees, other employees or clients of the Employer.

Section 7. If an employee has exhausted their family days, an employee may use their sick time for medical emergencies. The Executive Director may request verification of illness of individual listed under Article 28, Section 6.

Section 8. Employees are entitled to three (3) days Funeral or Bereavement leave for family and significant others.

Section 9. Sick Bank. A sick bank will be created to which Union and non-Union employees may contribute up to three (3) sick days per year, for the use of a fellow employee experiencing her own health crisis or that of a family member as defined in Article 29. The criteria for the distribution of these sick days shall be as follows: (1) the employee has exhausted all benefit time; (2) the health condition is continuing in an on-going or chronic/intermittent basis, or is a relapse; (3) the condition is verifiable; (4) whether there has been a documented past failure to provide a doctor's note upon request; (5) the request is in writing to the Board via the Executive Director; (6) the decision shall be made by a committee of two members of the Board; (7) no one employee shall receive in a 12-month period more than 50% of the days in the sick bank; (8) an employee must have donated at least one day in the 12 months preceding a request in order to be eligible for a distribution, and for a part-time employee the donation

is pro-rata. As long as an employee has donated to the Sick Bank, the amount of their request shall not be dependant on the amount of their donation; (9) the distribution is at the recipient's rate of pay; (10) twice per year the Board shall provide to the Union Steward a report on contributions and payouts. Employees may donate during FY 2001 into the first year of this collective bargaining agreement, and thereafter donations shall be made by June 30 of each year for the next fiscal year; any amounts unused at the end of a fiscal year shall be forfeited. The cap on the bank shall be fifty (50) days. Donations cannot be withdrawn once made.

ARTICLE 30 – LEAVES OF ABSENCE

Section 1. Personal Leave.

- A. An employee having at least six (6) months of seniority may request and receive an unpaid leave of absence of up to ninety (90) days provided:
- B. Employee shall request such leave at least thirty (30) days prior to the start of the intended leave. Thirty (30) days notice may be waived in the event of an emergency. Upon return from such leave, an employee will return to his/her former position and hours of employment.
- C. An employee granted a personal leave of absence shall maintain but not accrue bargaining unit seniority during such leave.
- D. An employee granted a personal leave of absence shall have the option of paying the full cost of her/his insurance coverage during such leave at the group rate.

Section 2. Sick Leave.

- A. An employee may request and receive unpaid sick leave for up to twelve (12) months with verification by appropriate medical personnel. Such verification will be provided to the Executive Director as is reasonably requested. Sick leave may be extended upon request. Upon return from sick leave an employee will return to her/his former position and hours of employment.
- B. Sick leave shall be defined as an illness of an employee or a significant other of the employee.
- C. An employee must use accrued sick time before using unpaid sick leave.
- D. Bargaining unit seniority will accrue during a leave covered by workers' compensation and will accrue for up to three (3) months during unpaid sick leave.
- E. The Employer will pay health insurance for a period of thirty (30) days during unpaid sick leave. After thirty (30) days, the employee may continue his/her health insurance coverage at his/her own expense.

Section 3. Maternity/Paternity Leave.

- A. An employee having at least six (6) months of seniority may request and receive an unpaid leave of absence of up to twelve (12) weeks for maternity/paternity leave.
- B. Maternity/paternity leave is provided only for situations relating to the birth or adoption of a child or for disabilities caused or contributed to by pregnancy of an employee or significant other.
- C. The employee shall request such leave at least thirty (30) days prior to the start of the intended leave. Thirty (30) days notice may be waived in the event of an emergency.
- D. Upon return from such leave the employee will return to her/his former position and hours of employment.
- E. An employee granted maternity/paternity leave shall maintain but not accrue bargaining unit seniority during such leave.
- F. The Employer will pay health insurance for a period of thirty (30) days during unpaid maternity/paternity leave. After thirty (30) days the employee may continue his/her health insurance coverage at his/her own expense.

ARTICLE 31 – PERSONAL WORK

No employee shall be required to do any personal work of any nature for the Employer or other employees.

ARTICLE 32 – HEALTH AND SAFETY

Section 1. A health and safety committee comprised of an equal number of Union and Management members shall advise the Board of Director's on determining health and safety policies.

Section 2. Approved policies shall be communicated to the Union and the Management employees by the Executive Director who will work with the health and safety committee to insure equitable implementation and review policies on a regular basis for change as needed.

Section 3. It is the intention of the Employer to provide and ensure the personal safety of all employees. No member of the bargaining unit, in pursuit of her work, shall be required to enter into a work situation which she judges to place her in immediate danger. In the event of such situation, it is expected that the employee will take steps to ensure her immediate safety and then consult with the staff member on back up beeper and/or the Director of Women's Services for further instructions. If there is a disagreement regarding the definition of an unsafe condition, it will be referred for discussion to the Health and

Safety Committee, which will make its recommendation to the Board.

ARTICLE 33 – OUTSIDE COMPENSATION, IN-KIND GIFTS,
AND PROPERTY OWNERSHIP

Section 1. Monetary payments or in-kind gifts offered or given in compensation to members of the bargaining unit for speaking or presenting programs on behalf of the Employer shall be considered the property of the Employer.

Section 2. Any materials developed on paid agency time and/or using agency equipment or resources will remain the property of the agency.

ARTICLE 34 – DURATION OF AGREEMENT

The provisions of this Agreement shall take effect on July 1, 2007, and shall continue in full force and effect until and including June 30, 2010 and shall automatically be renewed from year to year thereafter unless written notice is given by either party to the other at least ninety (90) calendar days prior to the expiration of the contract that modification of the Agreement is desired.

WOMANSHELTER/COMPAÑERAS

LOCAL 509, SEIU

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