

**Article \_\_\_ Representation**

\_\_\_\_.1 Employee. An employee covered by this Agreement shall be a non-temporary employee who has satisfactorily completed a six (6) month probation period.

\_\_\_\_.2 Probationary Employee. A new hire will be considered a probationary employee during the first six (6) months of his/her employment, unless the Company and the Union agree that circumstances warrant an extension of the probationary period. The Company shall have the right to discipline or discharge a probationary employee for any reason it deems necessary without objection from the Union and without recourse to the Disputes Procedure provisions of this Agreement.

\_\_\_\_.3 Temporary Employee. A temporary employee is an employee who is hired to do work of a temporary nature and whose employment is expected to be of a limited duration.

\_\_\_\_.4 Seasonal Employees and Co-op Students. Seasonal employees and co-op students shall be regarded as temporary employees.

**Article \_\_\_\_ Seniority**

\_\_\_\_.1 Company Seniority. Company seniority shall begin upon successful completion of the probationary period. An employee shall be credited with seniority retroactive to the initial date of hire by the Company, adjusted to remove any break in service.

\_\_\_\_.2 Union Seniority. Union seniority shall begin on the date an employee becomes employed in a job within the bargaining unit.

\_\_\_\_.3 Termination of Company Seniority. An employee's Company seniority shall terminate upon:

- (a) discharge, retirement, resignation, or layoff unless the Company decides in its sole discretion to rehire the employee in which case the employee will be credited with prior seniority;
- (b) failure to return to work upon expiration of a leave of absence;
- (c) failure to give notice of intent to return to work within seven (7) calendar days of delivery or attempted delivery of notice of recall;
- (d) an absence which exceeds two (2) days as to which the employee failed to give three (3) hours advance notice for each day of absence or provide sufficient excuse acceptable to management for each day of absence; or
- (e) a death or disability which prevents the employee from performing the essential duties of his or her current job or any available job with or without reasonable accommodation.

\_\_\_\_. 4 Seniority Lists. Seniority lists shall be prepared, brought up to date and posted on an annual basis. Any Company employee who claims that he or she is aggrieved based on how seniority is designated on the list or determined by the Company may request that the Company correct any error by submitting a written request for this action to the Facility Manager within thirty (30) days after the posting. Upon adequate proof of any error, the seniority list and/or the employee's seniority will be corrected in accordance with the facts.

\_\_\_\_.5 Posting Job Vacancies. If the Company decides to fill a job within the bargaining unit, a notice of vacancy shall be posted for a period of seven (7) calendar days. Any bargaining unit employee may apply for the job during the posting period by submitting a written request for consideration to the Facility Manager or his or her designee.

\_\_\_\_.6 Selection for Posted Vacancies. The Company shall award posted positions based on qualifications and experience as determined in its sole discretion. When it deems qualification and experience to be equal, the Company will award the job to the senior qualified employee.

\_\_\_\_.7 An employee selected for a posted position shall have thirty (30) days within which to demonstrate that he or she is qualified for and able to satisfactorily perform all duties of the job. If he or she is deemed by the Company in its sole discretion to be unqualified or unable to satisfactorily perform all duties of the job, he or she may return to the classification from which he or she came without loss of seniority. If in the opinion of the Company he or she is competent to perform the job, he or she may not return to the prior classification until a vacancy occurs in that classification.

\_\_\_\_.8 Recall. Employees are eligible to be considered for recall for up to six (6) months after a layoff contingent upon the employee providing the Company with his or her current

address and phone number in advance of any recall. Recall shall be in the reverse order of layoff, provided the Company deems eligible employees to be qualified for the available positions.

## **Article \_\_ No Strike – No Lockout**

\_\_\_\_.1 The Company and the Union agree that strikes and lockouts are undesirable means of settling disputes between them. The Union agrees that during the term of this Agreement, neither the Union nor the employees subject to the Agreement will cause or participate in, directly or indirectly, any strike, picketing or other individual or concerted activity which interferes with operations at the Facility for any cause whatsoever. The Company agrees that it will not lockout employees during the term of this Agreement.

\_\_\_\_.2 In the event of any unauthorized strike or other individual or concerted activity in violation of this Article, the Union will direct that employees cease and actively support the Company's efforts to terminate the conduct which violates this Article. Any employee who violates this Article shall be subject to discipline or discharge as determined by the Company in its sole discretion, which decision shall not be subject to the Disputes Procedure or arbitration.

## **Article \_\_\_ Employees With Disabilities**

- \_\_\_\_.1 The Company offers equal employment opportunities to any qualified employee or applicant who has a physical or mental disability if the employee can perform the essential functions of his or her job with or without reasonable accommodation.
- \_\_\_\_.2 The Company will provide reasonable accommodation to a qualified individual with a disability in accordance with the Americans With Disabilities Act (“ADA”) and applicable Massachusetts law for any employee who has made the Company aware of any need for accommodation due to a disability as defined by applicable law.
- \_\_\_\_.3 Any applicant or employee who believes that reasonable accommodation is necessary so that he or she may perform the essential functions of his or her job should contact the Facility Manager or the Human Resources Department and request such an accommodation. The individual with the disability should specify what accommodation he or she believes is needed to perform the job.
- \_\_\_\_.4 The Company will discuss any accommodation request with the employee to ascertain whether the requested or any other accommodation is needed. The Company will determine and implement at its sole discretion an accommodation it deems reasonable after consultation with the employee.

## Article \_\_ Harassment In The Workplace

\_\_\_\_. 1 The Company prohibits sexual harassment and harassment because of race, gender, sexual orientation and identity, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, familial status, veteran status, age, support for or opposition to a union, and any other characteristic or status protected by federal, Massachusetts, or local law. The Company deems all such harassment to be unlawful, and it will not be tolerated.

### \_\_\_\_.2 Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, request for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made a term or condition of employment; or (2) submission to or rejection of the conduct is used as a basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. Among other offensive behavior, the Company will not tolerate:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about any employee's body or dress;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, or suggestive or obscene letters, notes, or invitations;

- Physical conduct such as touching, assault, impeding or blocking movements; and
- Retaliation for reporting harassment or threatening to report harassment

The Company prohibits males from harassing females or other males and females from sexually harassing males or other females.

### \_\_\_3 Other Types of Harassment

The Company also prohibits harassment on the basis of race, gender, sexual orientation and identity, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, familial status, veteran status, age, support for or opposition to a union, and any other protected characteristic or status. Among other offensive behavior, the Company will not tolerate:

- Verbal conduct such as threats, epithets, derogatory comments, or slurs;
- Visual conduct such as derogatory posters, photographs, cartoons, drawings, symbols, or gestures;
- Physical conduct such as assault, unwanted touching, or blocking normal movement;
- Retaliation for reporting harassment or threatening to report harassment

### \_\_\_4 What to Do if You Believe You Are a Subject to or Have Observed Harassment

You are encouraged to address harassment directly when it occurs. If you believe you are a victim of harassment or you have witnessed harassment of any kind as defined in this policy, telling the person who engaged or is engaging in harassing behavior to stop may eliminate the problem. He/she may not be aware that his/her conduct is unwelcome or offensive harassment.

Whether or not you chose to confront the person engaging in harassing behavior, you should report the alleged conduct immediately to the Facility Manager or Human Resource Director. Your complaint should be as detailed as possible, including the names of individuals

involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, etc.). Upon receipt of a complaint about unlawful or prohibited harassment, the Company will conduct a prompt, thorough, and objective investigation.

If the investigation discloses or the Company otherwise determines that prohibited harassment has occurred, the Company will take effective remedial action commensurate with the circumstances. Appropriate action also will be taken to deter any future harassment. If a complaint of prohibited harassment is substantiated, the employee guilty of harassment will be subject to appropriate disciplinary action up to and including termination of employment as determined by the Company in its sole discretion.

\_\_\_ .5 The Company prohibits retaliation against any employee by another employee or management for reporting harassment, for participating in a Company investigation of harassment allegations, or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency or court concerning allegations of harassment. Any employee found to have engaged in retaliation will be disciplined up to, and including, termination of employment as determined by the Company in its sole discretion.