

EMPLOYEE HANDBOOK

New England Water Environment Association



Revised November 2007

WELCOME TO NEWEA

This handbook is designed to help you get acquainted with NEWEA. In it you'll learn more about NEWEA, its programs and structure. You'll find sections on employee rights and benefits, a code of conduct designed to give all employees full and fair notice of their professional and ethical obligations, as well as a review of NEWEA policies as they apply to everyone on the staff.

Please read this handbook thoroughly and keep it accessible for easy reference. Of course, this handbook cannot cover every eventuality that may arise. If you have questions, or would like more information, the Human Resources representative in the NEWEA office is the most immediate resource available to you. You will be provided with supplements to these policies and procedures as the need arises.

All staff members will be deemed to have read this document and to understand its provisions and obligations. This document and its contents were approved by the NEWEA Executive Committee on November 15, 2007.

Elizabeth A. Cutone
Executive Director

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EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Candidates for employment will be considered solely on the basis of qualification and without regard to race, age, religion, national origin, political or union affiliation, marital status, sexual orientation, veterans' status or sex. Physical or mental handicaps will be considered only as they may relate to the candidate's ability to fulfill bona fide job requirements. This policy refers to all personnel practices including, but not limited to, employee recruitment, hiring, transfers, promotions, training, discipline, and termination.

The Executive Director shall select and appoint persons for staff positions authorized and included in the budget of the Association. Appointments for regular, full-time positions shall be made after a job description for such position has been developed and the description, including a salary, has been recommended by the Management Review Committee and approved by the Finance Committee. Rates of pay for other than regular, full-time positions shall be approved by the Executive Director and Management Review Committee. The Executive Director shall report to the Association at the next regular business meeting on all appointments to fill positions authorized by the Association.

GENERAL POLICIES AND PROCEDURES

This handbook has been prepared to give employees a general overview of NEWEA's benefits and policies. Careful review and familiarization with the handbook is each employee's responsibility.

The contents of this handbook are represented as a matter of information only. While NEWEA believes wholeheartedly in the plans, policies and procedures described here, as such, they are not conditions of employment. NEWEA reserves the right to modify, revoke, suspend, terminate or change any or all such plans, policies and procedures, in whole or in part at any time, with or without notice. The language used in this handbook is not intended to create, or to be construed to constitute a contract between NEWEA and any or all of its *employees*.

Administration

The Executive Director shall be in charge of the offices of the Association and shall determine the opening and closing hours. He/she may delegate this responsibility during absences.

The Executive Director has responsibility for administering written procedures and policies approved by the Executive Committee/Association. In the event of situations not covered by written procedures or policies, the Executive Director may take action without Executive Committee approval, keeping the Chair of the Management Review Committee and the Executive Committee informed of significant actions taken and the need for future development of written procedures or policies. Changes or amendments to the administrative procedures may be approved by the Executive Committee or Association at any time, and a complete review of administrative procedures will be conducted every three years. All employees will receive a copy of these procedures. Exceptions to written procedures may be made only by the Executive Director or the Management Review Committee. These exceptions will be reported to the Executive Committee at its next scheduled meeting. Should conflicts arise at any time regarding the application of these rules for employees housed outside the Association offices, employment procedures shall be applied in accordance with a decision by the Executive Director, utilizing his/her best professional judgment.

Working Hours

The regular workweek at the NEWEA offices is Monday through Friday and normally consists of 7.5 hours per day, or 37.5 hours per week. General office hours at the NEWEA , office are from 8:00 a.m. to 4:00 p.m. Employees are expected to take a maximum unpaid lunch period of 30 minutes. Individuals may alter this schedule by prior agreement with the Executive Director, as long as regularly scheduled hours are worked each week.

Code of Conduct

NEWEA, in an effort to provide a drug free workplace, requires that all employees conduct themselves in a professional and courteous manner, and prohibits any employee from the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace.

Employees reporting for work, or being present at work while under the influence of alcohol or illegal drugs or with apparent signs of alcohol or drug influence will be subject to disciplinary action, which may include immediate termination.

Any employee convicted of a drug offense for a violation that occurred in the work place may be required to participate in a drug rehabilitation program, or be subject to termination.

Personal Appearance

NEWEA believes that the image employees project is a key factor affecting confidence in the quality of our professional and technical services. Employees are encouraged to take pride in their personal appearance and are expected to present themselves during working hours in attire that is appropriate to their position and the nature of the work performed. Employees should be conscious of maintaining dress, grooming and personal hygiene standards that present the business image desired by NEWEA, particularly when attending meetings in or out of the office.

Examples of unacceptable clothing include, but are not limited to, items such as:

- Tasteless slogans or profanity on clothing
- Beach-type clothing and footwear
- Sweatpants/jogging suits
- Unclean clothing
- Clothing that has holes, is ripped, frayed, or in disrepair
- Clothing that is too tight or unduly revealing; for example, clothing that is designed to expose the midriff or which falls above the mid-thigh

- Clothing that advertise any product, including environmental equipment or suppliers

Employees who are in doubt, or have questions about the specific personal appearance standards for themselves or others in their work unit, should consult with their supervisor.

Any employee who reports to work in a manner that does not conform to the above policy may be required to return home to correct the situation. Employees who continue to violate this policy after receiving one verbal reprimand for their personal appearance are subject to disciplinary action, including dismissal.

Conflict-of-Interest Policy

No employee of the NEWEA shall solicit or engage in consulting, or any other professional work that may create a conflict of interest, or otherwise interfere with their ability to perform their employment responsibilities at NEWEA.

An employee shall inform and obtain approval from his/her supervisor of their intent to engage in outside employment, with or without compensation that involves:

1. Consulting services;
2. Holding state or local public office;
3. Subject matter that deals with policies, programs or operations of the Association,
4. Any other matter to which the employee presently is assigned to, or to which the employee has been assigned, or
5. The provision of services to, or for
 - a. An Association contractor or subcontractor
 - b. The holder of an Association grant or agreement

Form and content of request. The employee's request for approval of outside employment shall be submitted to his/her supervisor and shall include:

1. Employee's name.
2. Notice of outside activity, including a full description of the services to be performed and the amount of compensation expected.
3. The name and business of the person, or organization, for which the work will be done, indication of the type of services to be rendered and an estimation of the number of clients or customers anticipated during the employment period.
4. The estimated time to be devoted to the activity.

5. A copy of any written agreement or proposed agreement between the employee and the outside employer.
6. Whether the service will be performed entirely outside of normal duty hours. (If not, estimate the number of hours of absence from work required.)
7. The employee's statement that no official work time, or Association property, resources or facilities will be used in connection with the outside employment.

Definition of employment for purposes of this section: "Employment" means any form of non-Association employment, business relationship, or activity involving the provision of personal services by the employee, whether or not for compensation. It includes, but is not limited to, personal services as an officer, director, employee, agent, attorney, consultant, contractor, general partner, trustee, teacher, or speaker. It does not, however, include participation in the activities of non-profit charitable, religious, professional, social, fraternal, educational, recreational, public service or civic organizations, unless such activities are for compensation, other than reimbursement for expenses.

Any employee failing to comply with this policy will be subject to disciplinary action, including termination.

Sexual Harassment

Introduction

It is the policy of NEWEA to provide a work environment free of sexual harassment. This policy applies to all employees in the workplace or in connection with their employment, at all locations, and will be strictly enforced by NEWEA.

Sexual harassment of employees occurring in the workplace, or in other settings in which employees find themselves in connection with their employment, will not be tolerated. Such harassment violates an individual's basic civil rights, undermines the integrity of the workplace and adversely affects employees, whether or not they are the direct subjects of harassment. Sexual harassment is a form of discrimination on the basis of sex and is, therefore, prohibited by both State and Federal law. Further, it is unlawful to retaliate against an employee for filing a complaint of sexual harassment, or for cooperating in an investigation of sexual harassment.

Definition of Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, non-verbal or physical contact of a sexual nature, when:

- submission to, or rejection of such conduct is made, either explicitly or implicitly, as a term or condition of employment, or as a basis for employment decisions;
- the conduct has the purpose or effect of unreasonably interfering with an individual's job performance by creating an intimidating, hostile, humiliating or 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 constitutes 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, may also constitute sexual harassment.

Examples of 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.

Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats, unwelcome sexual flirtations, persistent requests for dates, degrading words to describe an individual, comments of a sexual nature, discussion of one's sexual activities, and lewd or vulgar comments about an individual's body.

Non-Verbal: Displaying sexually suggestive or offensive objects or pictures, written comments, suggestive or insulting sounds, leering, whistling, obscene gestures.

Physical: Unwanted physical contact, which may include touching, pinching or brushing against the body, coerced sexual intercourse, and assault.

Complaints of Sexual Harassment

NEWEA encourages any individual who believes he/she has been subjected to sexual harassment to bring his/her concern, as soon as possible, either in writing or orally, to the Executive Director, or any member of the Senior Management Team (President, President Elect, Vice President, Treasurer). These people are

available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

When a supervisor/manager becomes aware that any employee is being sexually harassed, he/she must take immediate and appropriate corrective action, including bringing the issue to the attention of the Executive Director. Any supervisor/manager, who does not deal with complaints in a way that is consistent with this policy, will be subject to disciplinary action.

All complaints will be discreetly investigated in an impartial, prompt and thorough manner. The investigation will be conducted in such a way as to maintain confidentiality, to the extent possible. The NEWEA investigation may include a private interview with the person filing the complaint and with any witnesses. NEWEA may also interview the accused person and inform him/her of the facts of the complaint. When NEWEA has completed the investigation, NEWEA will inform both parties of the results of that investigation and the action taken.

Disciplinary Action

In the event it is determined that sexual harassment has occurred, NEWEA will take whatever action necessary to end the harassment and prevent the misconduct from recurring. Corrective action will reflect the severity of the conduct and may range from reprimand to termination of employment. In cases of blatant or intolerable severity, the offending employee may be terminated without warning. Follow-up inquiries may be made to ensure that harassment has not resumed and that the person filing the complaint has not suffered retaliation.

In the event of a complaint by an employee involving a visitor, vendor contractor or other non-employee, NEWEA shall take action directly with the outside person/company in an expeditious fashion.

NOTE: Employees in states other than Massachusetts are also subject to any conditions required by the sexual harassment policy of the state in which they work.

To explore other legal remedies, employees may also contact the following State and Federal agencies:

Equal Employment Opportunity Commission (EEOC)

One Congress Street, 10th Floor, Boston, MA 02114 - (617) 565-3200

Complaints must be filed within 300 days of the adverse action.

Massachusetts Commission Against Discrimination (MCAD)*

Boston Office: 1 Ashburton Place, 6th Floor Boston, MA 02108 - (617) 944-6000

Springfield Office: 436 Dwight Street, 2nd Floor, Room 220, Springfield, MA 01103 - (413) 739-2145

Complaints must be filed within six months of the adverse action

*For Massachusetts employees only: Employees in other locations should contact the appropriate agency in their state.

Employee Classification

Full-time Employee - A full-time employee is defined as an employee who normally works a full workweek and whose employment is expected to continue for twelve months or more, or an employee who normally works a full workweek and has been employed for twelve consecutive months or more. This employee is eligible for full benefits.

Note: A full workweek is defined as 37.5 hours.

Part-time Employee - A part-time employee is defined as an employee scheduled to work fewer than 37.5 hours per week on a regular basis. This employee is eligible for social security, workers compensation and unemployment insurance only.

Temporary Employee – A temporary employee is scheduled to work a specific number of hours per week for a period of less than twelve months. This employee is eligible for social security, workers compensation and unemployment insurance only.

Non-Exempt Employee – A Non-Exempt employee is an employee who is covered by the Fair Labor Standards Act. By definition of the Act, non-exempt employees are eligible to be paid premium (e.g., time and one-half rates for all hours worked over 40 hours in any work week.)

Exempt Employee – An exempt employee is a full-time, salaried employee who is excluded from the minimum wage provisions of the Fair Labor Standards Act and does not receive overtime pay. Exempt employees are those for whom at least 80% of their work is executive, administrative, or professional in nature, requiring regular exercise of discretion and independent judgment.

Conversion of Full to Part-Time Employment

Upon conversion from full to part-time employment, consideration of accumulated leave shall be addressed. An employee must do so by choosing an option of

utilizing accumulated leave time or being reimbursed for said time. A combination of these options, with mutual agreement by the employer, may be selected. Leave time eligible for consideration under this provision shall be in accordance with the maximum accrual limits as provided for in these policies.

Employment of Relatives

Employees cannot participate in the hiring, the supervision of, promotion of, or the granting of salary increases to a relative. If any employee is in a position where he/she would ordinarily act upon a matter involving a relative, he/she must inform his/her supervisor/program manager who may assume the responsibility, or delegate it to an appropriate staff member.

Personnel & Leave Records

Personnel records are confidential. Access to the file is limited to the Executive Director and Chair of the Management Review Committee, with prior approval from the Executive Director and only in those instances where there is a clear need for information, or where an employee has given written consent. Each employee, however, has the right to see his/her personnel file and copy material contained in the file.

Leave records are maintained by the Executive Director in the NEWEA office. Each employee is provided with a quarterly report which shows usage and accrual of annual leave, sick leave, personal and compensatory time.

Changes in Personnel Information

In order to keep accurate personnel and payroll records, changes in an employee's personal status, such as legal name, address, phone number, marital status and any other vital information must be promptly reported to the Executive Director in the NEWEA office.

Employee Development

Each NEWEA employee is encouraged to further his/her career development in order to become more effective on the job and/or complement work experience in preparation for further assignments, provided such training is not in conflict with regular duties. Payment of fees and travel expenses for conferences or other training experiences may be made, subject to available fiscal resources and with prior approval of the Executive Director, when such programs are complementary

to the Association's purposes and will not interfere with satisfactory discharge of responsibilities, even though training may occur during regular working hours.

Performance Review

In most cases, NEWEA staff participates in employee performance evaluations once a year in August. This process provides employees and supervisors/program managers an opportunity to discuss and evaluate job performance in a timely fashion and encourages realistic reviews and goal setting throughout the year. The performance of new employees is reviewed after the completion of six months of employment and then on an annual basis in August.

Performance evaluations may also be done outside of the regular evaluation period, if warranted. If performance is deemed unsatisfactory, the employee will be so advised in writing and given a reasonable amount of time to correct defined deficiencies. A copy of the notification will be given to the Management Review Committee and Association President. At the end of the period allowed to correct the deficiencies, the employee's performance will again be reviewed with the employee. If satisfactory improvement has not resulted as determined by the supervisor/program manager, the employee may be terminated without further notice.

Changes in a performance evaluation may be agreed upon by the employee and supervisor/program manager, or may be directed by the Executive Director before the final performance evaluation is prepared. If agreement cannot be reached, the employee may prepare a separate statement for his/her personnel file. All performance reviews shall be signed by both parties, indicating that they have discussed the review even though they may not have agreed. Employees will receive a copy of the final document.

It is the responsibility of the Management Review Committee to conduct an annual review of the performance of the Executive Director.

Termination

Although NEWEA looks forward to a continuing and mutually satisfactory employment relationship with each staff member, it is understood that employment is at the will of the parties and that no contract for employment exists between the parties. Therefore, the employee or NEWEA may terminate the employment relationship at any time.

At the time of termination, an employee must return all Association property, including but not limited to books, keys, equipment, software, proprietary

documents, files (including electronic files), etc. Terminated employees will receive any salary due, plus unused, accrued vacation and compensatory time pay in a lump sum, within the limits specified in the Annual Leave policy on page 24 and the Compensatory Time policy on page 20. Any unaccrued vacation time that was advanced will be deducted from the employee's final paycheck, as will charges for salary advances and any other amounts due NEWEA.

Termination of employment with NEWEA will fall within one of the following categories:

Voluntary Termination: A voluntary termination is one initiated by the employee for any reason. Employees are expected to give as much notice as possible, but a minimum of two weeks notice is required. Termination notices should be submitted, in writing, to the employee's immediate supervisor, with a copy to the Executive Director.

Mutual Agreement: A termination by mutual agreement is where both the employee and NEWEA feel that it would be mutually beneficial to terminate employment. A departure date is agreed upon.

Reduction in Workforce: A reduction in workforce termination is the result of job elimination due to reorganization, financial considerations, or the end of a contract/grant. Any employee so terminated shall receive two weeks notice. Time off during the notice period for interviews may be given at the discretion of the Executive Director.

Involuntary Termination: Involuntary Termination is due to the failure of the employee to meet job performance standards, disregard of NEWEA policies and procedures, or failure to maintain a satisfactory attendance record. Prior to such termination, the Executive Director may make a reasonable effort to resolve the problem(s) with the employee. At the discretion of the Executive Director, the employee may be given written notification that his/her employment is in jeopardy and may be provided with explicit instructions on what must be done to correct the situation. If such notice is given, the employee will be placed on probationary status for a specified period, but no longer than three months. Should the employee fail to satisfactorily correct the problem, the employee shall be terminated. The Executive Committee, via the Executive Director, shall be notified of the employee's continued unsatisfactory performance during the probationary period, and any termination. Uncooperative behavior or negative attitude, which affects the work or morale of others at the Association during the probationary period, may result in the probationary period being shortened.

Misconduct: Termination for misconduct involves gross employee misbehavior on the job, including but not limited to insubordination, misuse, deliberate destruction or theft of NEWEA's property, or conviction of a crime. Any violation of NEWEA rules, safety measures, or accepted standards of conduct may result in termination

for misconduct. If an employee is terminated for misconduct, neither advance notice, nor salary in lieu of notice will be given.

Retirement: There is no mandatory retirement age, although normal retirement age is considered to be age 65.

Regardless of the nature of termination, a notice to terminate must be submitted in writing either by the employee who intends to terminate or by the Executive Director in the case of reduction of work force, involuntary or misconduct.

Re-Employment

Former employees who left NEWEA in good standing are eligible for re-hire. If an employee is rehired within one year of their former termination date, all benefits will be reinstated immediately and the employee's service data (for accrual purposes) will reflect all previous time worked at NEWEA.

If an employee has been away for more than one year, he/she must re-enroll in all benefit plans and satisfy any necessary waiting periods. Eligibility for paid leave will be determined as if the employee were a new hire.

Unauthorized Absence

An unauthorized absence occurs when an employee is absent from an assigned place of work, or fails to report for work as scheduled, without approval.

Disciplinary and/or termination procedures may follow unauthorized absences.

Grievances

An employee shall consult first with his/her immediate supervisor regarding any action, event or attitude, either expressed or implied, which he/she perceives as unfair or inequitable on the job. If a satisfactory agreement for resolution cannot be reached, the employee may appeal in writing to the Executive Director and/or the Management Review Committee. If an employee files a written grievance and no resolution is reached within 10 working days, the Executive Director shall set up a three member Grievance Committee composed of Executive Committee members: one member shall be (or chosen by) the Chair of the Management Review Committee; one member shall be chosen by the Executive Director; and one member shall be chosen by the grievant.

The Grievance Committee shall, within 30 days, hear and review all evidence presented by the grievant and the supervisor involved. After careful consideration, the Committee will take the final action and notify the Executive Director. A decision by the Grievance Committee will be final.

COMPENSATION AND BENEFITS

Note:

The Compensation and Benefits section describes NEWEA's benefits as they currently exist. NEWEA may add, terminate, suspend, withdraw, amend or modify any of the benefits described in this section in whole, or in part, at any time without notice.

Compensatory Time

Exempt employees are not eligible for overtime pay. However, an employee who works in excess of what is considered to be his/her normal workweek will be granted paid compensatory time at their straight time rate. Compensatory time must be approved, in advance, by the employee's supervisor/program manager. A personal decision to work beyond the normal workweek is not allowed. Paid sick days and meal times are not counted for purposes of computing compensatory time.

Prior approval, at least two weeks in advance, except for emergency or unforeseen circumstances, by the appropriate supervisor/program manager is required to use accrued compensatory time. Accrued compensatory time may be substituted for unpaid leave, if warranted, in the case of severe and/or catastrophic illness. Compensatory time is encouraged to be used within 6 months of the date accrued. Upon termination, an employee will be reimbursed for accrued, unused compensatory time, up to a maximum of ten days, at his/her final rate of pay.

Paydays

A commercial payroll processing company processes NEWEA's payroll. All NEWEA employees are paid on a bi-weekly basis. Paychecks are hand-delivered to NEWEA office employees on Fridays. When a holiday falls on a Friday, paychecks will be distributed on the preceding workday.

NEWEA is required to withhold federal, state and social security taxes from your salary. Questions regarding your paycheck should be directed to the Executive Director.

Timesheets

For efficient processing, hourly employees are required to submit timesheets no later than noontime on the Monday prior to the next scheduled payday. The paycheck will be for the two weeks of work prior to the week the paycheck is delivered. Salaried employees are required to submit timesheets on the Monday following the close of the pay period. During holiday periods, or under other special circumstances, employees may be required to turn in their timesheets early.

It is important that timesheets be accurate and timely using only active job codes. Timesheets must be approved by the employee's supervisor/program manager before submission to the Accounting Department. Both the employee and his/her supervisor must initial any adjustments or corrections. Inaccurate timesheets will be returned to the employee for correction.

Approved timesheets must be submitted in order to receive a paycheck.

Salary Administration

Salaries for NEWEA staff are recommended by the Management Review Committee and approved by the Finance Committee. Job descriptions are created for all positions prior to the filling of such a position. The job description outlines the type of work to be performed and indicates the level of responsibility to be exercised. Also, for liability insurance purposes, the job description must state the percentage of time an employee is expected to spend in the office and the percentage of time an employee spends out of the office. The exact nature of the employee's out-of-the-office responsibilities will be noted. Job descriptions may be reviewed biennially by the employee, the Executive Director and Management Review Committee for possible updating. Annual pay adjustments may be granted provided an employee's performance has been satisfactory for the prior year and taking into consideration the overall Association budget for the fiscal year.

Retirement Plan

NEWEA participates in a tax-sheltered annuity program (Section 403(b)) to which certain contributions are made, on behalf of eligible employees, to help them fund their retirement. Each regular, full-time employee is eligible to receive this benefit, **provided he/she has enrolled and met all of the requirements for participation**. NEWEA contributes 5.3% of the employee's base compensation to each participant's account. Payments to each employee's account are made on a quarterly basis. The employee is not required to contribute any portion of his/her salary into the account. If a newly hired employee decides not to participate in the

plan upon commencement of employment, but elects to do so at some future date, NEWEA's contribution will be effective as of the date that the employee elects to participate. No salary adjustment, in lieu of participation in the plan, will be made for an employee who declines coverage.

Under the law, money contributed by the employer and employee is not subject to federal taxes and remains so until withdrawn from the employee's account. Employees have a 100% immediate vested right to all amounts contributed to the fund. If an employee terminates for any reason, prior to his or her normal retirement date, he/she may keep the funds in the account, rollover the account to an Individual retirement account (IRA), or withdraw the full balance of their account as a cash payment, subject to state and federal laws and early withdrawal penalties.

Direct Deposit

NEWEA employees have the option of having their paycheck automatically deposited into their checking and/or savings account(s) each pay period. Employees electing this option will receive a voided, non-negotiable paycheck with an earnings statement detailing your deductions.

If you want to take advantage of this convenient time-saving service, please contact the Executive Director at the NEWEA office (781) 939-0908.

Group Insurance

All regular, full-time employees of NEWEA are eligible to participate in a comprehensive group insurance program. This program is a package of insurance consisting of medical, dental and life insurance (including accidental death and dismemberment). These insurance plans are partially self-funded and Diversified Administration Corp. (DAC) aids NEWEA in the administration of the program. Coverage begins as of the employee's date of hire, **provided he/she has enrolled and met all of the requirements for coverage.**

Medical Insurance

NEWEA pays 85% of the premium for individual medical coverage for the employee. Whenever you, or your dependents, lose eligibility for coverage under the Association's medical insurance plan, for any reason, federal law provides you the right to purchase continuation coverage at group rates (COBRA) for a limited period of time.

If you leave NEWEA and do not purchase continuation coverage, your coverage ends on the day you cease active work.

Dental Insurance

NEWEA pays 85% of the premium for individual dental coverage for the employee. If an employee selects family coverage under the dental plan, the employee pays 100% of the difference between the individual and family plan. Whenever you, or your dependents, lose eligibility for coverage under the Association's dental insurance plan, for any reason, federal law provides you the right to purchase continuation coverage at group rates (COBRA) for a limited period of time.

If you leave NEWEA and do not purchase continuation coverage, your coverage ends on the day you cease active work.

Long-Term Disability Insurance

NEWEA participates in a Long-Term Disability Program. Each regular, full-time employee is eligible to receive this benefit, **provided he/she has enrolled and met all of the requirements for participation**. If a newly hired employee decides not to participate in the plan upon employment, no salary adjustment, in lieu of participation in the plan, will be made for an employee who declines coverage.

Contact the Executive Director for specific policy information.

Annual Leave

All regular, full-time employees are eligible for paid vacation time. NEWEA makes every effort to schedule vacations according to employee preference. However, vacations require prior supervisory approval, at least two weeks in advance, and approval is subject to NEWEA's schedules and staffing requirements.

Annual leave, for NEWEA staff, will be granted based on the following accrual rate:

Less than 4.5 years of employment: year	- Ten (10) days per calendar
4.5 but less than 9.5 years of service: year	- Fifteen (15) days per calendar
9.5 but less than 19.5 years of service: year	- Twenty (20) days per calendar
19.5 years or more years of service: calendar year	- Twenty-five (25) days per

A maximum of two years' annual leave may be carried over into the next year of employment. However, any accrued annual leave not used by September 30th of the year within which it has been carried over will be forfeited if unused.

Annual leave continues to accrue during the first ten (10) weeks of a paid leave of absence, but does not accrue during an unpaid leave of absence.

Upon the death of an employee 100% of the value of his/her unused accrued annual leave at the time of death shall be paid to the surviving beneficiary(ies) lawfully designated by the employee. It is understood that any such payment will not change the employee's retirement benefit.

Holidays

All regular, full-time employees are eligible for holiday pay at their regular rate of pay.

In general, NEWEA observes the following (11) holidays each year:

New Year's Day	January 1
*Martin Luther King's Birthday	3 rd Monday in January
*President's Day	3 rd Monday in February
*Patriots Day	2 nd Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
*Columbus Day	2 nd Monday in October
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving Day	4 th Friday in November
Christmas Day	December 25

*Floating Holiday

When a holiday falls on a Sunday, the following Monday is observed as a holiday. If the holiday falls on a Saturday, the preceding Friday is observed as a holiday.

Where applicable, floating holidays cannot be accrued and carried over into the next fiscal year and are not payable upon termination.

Sick Leave

Paid sick leave shall accrue to each regular, full-time employee at the rate of 1.25 days per month and may accrue for as long as the employee works for NEWEA. Sick leave is cumulative; there is no limit to the amount that may be accumulated. Sick leave is subject to the approval of an employee's supervisor/program manager and may be taken only under the following conditions:

- When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
- When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others, and
- When appointments with licensed medical or dental professionals cannot reasonably be scheduled outside of normal working hours, for purposes of medical treatment or diagnosis of an existing medical or dental condition.

Sick leave continues to accrue during the first ten (10) weeks of a paid leave of absence, but does not accrue during an unpaid leave of absence. At termination of employment, employees are not entitled to any compensation for any unused sick leave. Such sick leave payment shall not change the employee's retirement benefit. Employees who retire shall be paid twenty percent (20%) of the value of their unused, accrued sick leave, earned after 10/1/97. Upon the death of an employee twenty percent (20%) of the value of his/her (unused) accrued sick leave at the time of death shall be paid to the estate of the deceased.

Upon return to work following a sick leave absence in excess of three work days, a supervisor may require an employee to submit a certificate ("doctor's certificate") from a licensed medical doctor or other appropriate provider indicating the nature of the illness and certifying that the employee could not work but is now able to return to work. Employees utilizing in excess of 37.5 hours of sick leave during the course of any fiscal year for which they do not submit a doctor's certificate, shall be required to submit a doctor's certificate indicating the nature of their illness for any absence thereafter

Paid sick leave is intended to protect the employee against undue financial loss in the event of an illness or disability. It is not intended, nor can it be used, to extend vacation time or holidays. Abuse of sick leave may be cause for disciplinary action.

Social Security

NEWEA participates in the Federal government's Social Security Program (FICA). Employee participation in the program is mandatory as required by the Internal Revenue Service. An amount sufficient to pay the employee's contribution to the Social Security program will be deducted from each employee's pay check.

Workers Compensation

As required by law, NEWEA carries workers' compensation insurance for all employees. This insurance provides income for lost time due to a work-related injury or illness and payment for necessary medical and rehabilitation expenses.

Unemployment Insurance

NEWEA contributes to state unemployment compensation fund in order to provide unemployment benefits to employees who are laid off or terminated through no fault of their own.

Local employment offices determine the amount and duration of benefits.

Family and Medical Leave

Employees may apply for up to twelve weeks of unpaid leave, upon written request, for any of the following reasons:

- for a serious health condition that makes the employee unable to perform his/her job.
- to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- to care for the employee's child after birth, adoption, or placement with the employee for foster care.

Requests for leave must be submitted, in writing, as far in advance as possible, but in all events, at least thirty (30) days in advance of the anticipated departure. This request must include the date that the leave will begin and the expected date of return to work.

When an employee takes family leave to care for a spouse, son, daughter or parent, he/she may utilize accrued sick leave up to a maximum of ten days per year.

An employee may use accrued sick, annual, or compensatory time while on leave.

Prior to beginning a medical leave of absence, the employee's supervisor may request written documentation from the employee's or family member's medical provider supporting the need for leave. The supervisor may also require periodic updates from the medical provider indicating the need for continuation of the employee's medical leave. Prior to return from medical leave, the supervisor may require that the employee submit documentation from his/her doctor indicating fitness to return to work.

During paid leave time, an employee will continue to accrue annual and sick time for a maximum of ten (10) weeks. No additional annual or sick time will accrue after ten (10) weeks, regardless of whether the leave is paid or unpaid. During unpaid leave, an employee will not accrue annual and sick time for the duration of the leave. Employees will continue to be enrolled in NEWEA's group insurance plans. During paid leave, regular benefit deductions will continue. If all or a portion of the leave is unpaid (leave of absence), the employee will be notified of the amount due in order to maintain insurance coverage. Upon returning from a leave of absence, NEWEA will attempt to reinstate the employee to his/her former position, or to a similar position with the same status, pay and seniority as when he/she left but NEWEA has no obligation to do so, and may refuse to do so if it determines that circumstances are such that it is unreasonable to do so. An employee who does not return to work at the end of the scheduled leave time, and has not requested or received an extension, will be considered to have voluntarily terminated his/her employment with NEWEA.

NEWEA complies with the "The Family and Medical Leave Act of 1993, Title 29, Chapter 5, Code of Federal Regulations Part 825 (29CFR Part 825)."

Military Leave

Military Reserve Status

In accordance with Federal law, employees who are members of military reserve or National Guard units will be allowed the necessary time off to attend to military training duties.

When military leaves are of short duration, such as those for two weeks summer training, the employee shall retain all benefits. An employee has the option of taking this time as (1) paid annual leave; (2) an unpaid leave of absence, or (3)

receiving the difference between his/her military service pay and the employee's base rate of pay at NEWEA, if the latter is greater. An employee who chooses the third option must present a copy of his/her military pay voucher to the Accounting Department upon return.

Such leave shall be granted to a maximum of seventeen (17) days annually. Any military leave in excess of seventeen days will be considered Active Military Service.

Active Military Service

Under Federal Law, an employee who is called to duty with a uniformed service is considered to be on unpaid leave of absence. If the absence was for less than ninety days, you have the right to be re-employed in the job you would have if you had not been called to active duty provided you continue to be qualified. Note that in accordance with the law, are some limitations on this right to re-employment. If the absence has been for less than thirty-one days, you must report for work at the beginning of the next regular work period on the first full day following release from duty, with time for travel home, and an eight-hour rest period. If the absence has been for more than thirty-one, but less than 181 days, the employee must submit an application for reemployment within fourteen days of being released from service. If the absence due to military service has been longer than 180 days, reapplication must be made within ninety days of the service member's release from duty. The maximum absence that will allow a service member to retain reemployment rights is five years. An employee who is absent for thirty days or less can continue his or her medical coverage, at the same cost, during the time of service, and after that time may secure coverage under COBRA. A service member who returns to employment is entitled to re-enroll in the NEWEA health insurance plan and will be credited with accrued payments into his or her retirement account. An absence for military service is not to be considered a break in employment. You are entitled to the same salary and other benefits that come with seniority during the absence.

An employee must inform his/her supervisor as soon as possible and submit a copy of his/her orders. An employee entering military service will be paid for any unused accrued annual and compensatory leave, within the limits specified in the Annual Leave policy and the Compensatory Time policy.

Jury Duty

Serving on a jury is an important civic responsibility. When an employee is called to serve, he/she will be granted leave from work upon presentation of written evidence of a call for duty. An employee should let his/her supervisor know as soon as possible.

All employees called for jury duty will be paid their regular pay for the first three days. If an employee is required to serve more than three days, NEWEA will pay the difference between jury duty pay and the employee's regular salary. In order to qualify for this pay, the employee must submit a signed statement indicating the days served and the amount he/she has been paid by the court.

Such time should be recorded on time sheets under the "Other" category, with a brief note indicating the reason for the time off, i.e., "Jury Duty".

Bereavement Leave

Employees are allowed bereavement leave of up to four consecutive working days with pay in the event of a death in his/her immediate family*.

Employees should notify their supervisor no later than the first scheduled work day of his/her absence.

If additional time is needed, bereavement leave may be extended, with the approval of the employee's supervisor, by using accrued annual, compensatory and personal time, or leave without pay.

*For this purpose, immediate family is defined as spouse, domestic partner, children, parent, sibling, grandparent, grandchildren, parent-in-law, daughter-in-law, son-in-law, stepparent, stepchildren, stepbrother/sister, guardian, or ward.

Travel Expenditures

Policy

Employees, with proper authorization, will be reimbursed for all reasonable travel expenses incurred while traveling on behalf of the Association within its scope of business, and in accordance with present accepted procedures for such. Every attempt should be made to minimize travel expenses without unreasonably sacrificing personal convenience and comfort. NEWEA limits travel expenses and reimbursements to the published IRS automobile and travel expense allowances. .

Authority

The Executive Director may authorize travel for employees. The Executive Director may authorize reimbursement for expenses incurred in travel to and from Association and related meetings.

NEWEA Travel Reimbursement form must be completed and submitted to the Executive Director within 90 days. Receipts for all charges are required and must be attached to the reimbursement form. No travel allowance will be extended to employees while traveling from their home to their ordinary place of work.

Allowances for Reimbursements

When common carrier is used, coach class will be used, if available, except by specific authorization of the Executive Director.

Use of personal vehicles on authorized NEWEA business will be reimbursed for mileage at the current allowable IRS rate, or as established yearly by the Finance Committee. Calculation of mileage shall only be reimbursed using the NEWEA office as the origin and terminus of travel.

All mileage must be documented and accounted for.

Other Reimbursable Items

In addition to reimbursement for transportation costs, the authorized traveler or employee will be reimbursed for the reasonable cost of lodging, meals, taxi fares, tips, work related telephone charges, tolls, and registration fees at meetings.

An overnight stay may be necessitated when an employee on official Association business is in excess of 60 miles from the employee's home.

Employees shall be reimbursed for the actual reasonable costs of breakfast lunch and/or dinner upon presentation of receipts.

The Association may also authorize meal reimbursement for an employee who is required, or who asks to attend an official function, banquet, or meeting provided that authorization is given in advance or in writing. Meal reimbursement is authorized only when an overnight stay is required, or the meal is a requirement of the meeting.

Use Of Personal Vehicles

Personal vehicle use on authorized NEWEA business is allowed and eligible for expenses reimbursement in accordance with the "Allowances for Reimbursements" under Travel Expenditures. Use of personal vehicles must be in accordance with the following responsibilities:

- Any individual operating a personal vehicle is responsible for complying with all traffic laws and regulations. All traffic violations and fines are the express responsibility of the individual.
- NEWEA declines any liability resulting from the acts of an employee, which are in violation of the law.
- Employees are responsible for maintaining a current valid driver's license and cannot drive personal vehicles on NEWEA business without one.
- An employee driving a car with seat belts must use them. Anyone hurt in an accident that was not using a seat belt may not be eligible for workers' compensation insurance coverage.
- If an employee damages a personal vehicle on company business, the employee will be responsible for any and all damages to their vehicle. This includes deductibles, and other insurance coverage provisions.
- A personal vehicle may not be operated by a person who is impaired regardless of the reason for such impairment.

Incident Reporting

In the event of an accident, bodily injury, vehicle damage, job related illness, or other situation that involves damage to or damaged caused by personally owned equipment or vehicles while engaged in authorized NEWEA business, the incident must reported by the employee to the Executive Director and the employee must file an Incident Report with the Police Department of the locality in which the incident occurred.

The Incident Report must be completed and filed no later than 24 hours of the incident.

In case of bodily injury, job related illness, or other situation that pertains to workman's compensation claims or other private insurance claims, notification must be made within three working days of the incident event.