

AGREEMENT

BETWEEN

THE BOARD OF HIGHER EDUCATION

AND

AMERICAN FEDERATION OF STATE,

COUNTY AND

MUNICIPAL EMPLOYEES,

COUNCIL 93 / LOCAL 1067, AFL-CIO

JULY 1, 2009 THROUGH JUNE 30, 2012

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## **PREAMBLE**

This Agreement entered into by the Board of Higher Education, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council 93, Local 1067, AFL-CIO, hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems and has as its purpose the promotion of harmonious relations between the Employer and the Union and the maintenance of a work environment where employees are treated with dignity, respect and civility.

## **ARTICLE 1** **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standard of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in the bargaining units certified on January 20, 1976, and any and all amendments since that date. A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

Should any new classified classification(s) be added to the work force, the Employer shall notify the Union of such new classified classification(s). The Employer shall determine if such new classified classification(s) shall be added to the bargaining unit and the Employer shall notify the Union of its determination. If the Union disagrees with the Employer's determination, the matter may be referred to the State Labor Relations Commission by the Union, with a request that the Commission makes a determination. In the event it shall be finally adjudicated that the classified classification(s) be added to the bargaining unit, the classified classification(s) shall then be subject to the provisions of this Agreement.

The Employer will not aid, promote or finance any labor group, organization or individual which purports to engage in collective bargaining, or negotiate with any individual unit member or make any agreement with any individual for the purpose of undermining the Union or changing any condition in this Agreement.

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant or contract funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective institute, grant or contract funding source and the level of funding thereunder so allow, as determined by the CEO.

**The terms of this Agreement shall not be applied in an arbitrary or capricious manner.**

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

#### **Section 1.**

The parties agree that this Agreement in all respects supplants and replaces all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder namely: the Second Paragraph of Section twenty-eight of Chapter Seven (Red Book); Section twenty-four A; Paragraphs (4) and (5) (Gray Book), formerly paragraphs (5) and (6) of Section forty-five; paragraphs (1), (4) and (10) of Section forty-six, and Section fifty-three of Chapter Thirty; Sections Thirty to forty-two, inclusive, of Chapter One Hundred and Forty-Nine.

#### **Section 2.**

The parties agree that during the negotiations of the terms of this Agreement, they were afforded the unrestricted right to negotiate all matters covered by Chapter 150E; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matter pertaining to wages, hours, or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

#### **Section 3.**

No addition to, alteration, modification, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless mutually agreed to, in writing, by the parties to this Agreement.

#### **Section 4.**

Any prior Agreements covering employees covered by this Agreement shall be terminated and of no effect upon the effective date of this Agreement and shall be superseded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent.

### **ARTICLE 3** **DEFINITIONS**

1. **BOARD** – The term “Board” shall mean the Board of Higher Education.
2. **CHIEF EXECUTIVE OFFICER OF THE CAMPUS (CEO)** – The term “Chief Executive Officer of the Campus”, hereinafter in this Agreement “CEO”, shall mean the President of a State College or Community College, or his/her designee.
3. **CHIEF PERSONNEL OFFICER** – The term “Chief Personnel Officer” shall mean the Director of Human Resources/Personnel or any individual, however entitled, carrying out the duties of the aforementioned position.
4. **DAY** – Except as is otherwise provided in this Agreement, the term “day” shall mean a calendar day.
5. **EMPLOYER** – The term “Employer” shall mean the Board of Higher Education.
6. **IMMEDIATE SUPERVISOR** – The term “Immediate Supervisor” shall mean the immediate work supervisor, designated by the CEO of that College or designee, who may or may not be a unit member.
7. **PUBLIC SAFETY** – The term “Public Safety” shall mean the department to which individuals holding the position of Campus Police Officer I, Campus Police Officer II, Campus Police Officer III, Institutional Security Officer I, Institutional Security Officer II, Institutional Security Officer III and Institutional Security Officer IV are assigned. The parties recognize that this term may not be used to identify this department at individual colleges.
8. **SENIORITY** – Except as is otherwise provided in this Agreement, the term “Seniority” shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the College.
9. **TOUR OF DUTY** – The term “Tour of Duty” shall mean that period of time regularly assigned to an employee as his/her regular daily work period.
10. **UNION** – The term “Union” shall mean the American Federation of State, County and Municipal Employees, AFL-CIO.
11. **WORKDAY** – For full-time unit members, the term “Work Day” shall mean 7.50 hours for Unit members in Unit I and shall mean 8.00 hours for Unit members in Unit II.
12. **WORK WEEK** – The term “Work Week” shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.



## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

The Union and the Board of Higher Education and/or the Administration of the several Colleges agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the College from the management of its operations, including but not limited to:

1. the determination of the standards of service to be provided and standards of productivity and performance of its employees;
2. the right to determine the size and composition of the work force;
3. to determine educational and work standards;
4. to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant;
5. to determine the quantity and type of equipment to be used in its operation;
6. the speed of such equipment and the manning requirements of such equipment or any job;
7. to determine the content of job classification;
8. to promulgate reasonable rules, regulations, policies and procedures;
9. to select supervisory and managerial employees;
10. to discipline, demote and discharge employees;
11. to contract out work; to control and determine the state of products which may be used by employees;
12. to determine the time for work, staffing pattern and work area;
13. to determine the method and place of performing work including the right to determine that College's work force shall not perform certain work;
14. to transfer employees from one administrative area to another;
15. to schedule work, shifts, and work breaks; to determine the method of performing work including the introduction of improved methods and facilities;
16. to determine whether such work shall be performed by bargaining unit employees or others;
17. to fix standards of quality and quantity for work to be done;
18. to determine whether any part or the whole of its operations shall continue to operate;
19. to establish, to change, or abolish any service;
20. to maintain order and efficiency in its facilities and operations;
21. to determine the duties of employees;
22. to hire, layoff, assign, transfer, retrench;
23. to determine the qualifications of employees;
24. to promote employees;
25. to upgrade, allocate, reallocate, or classify employees;
26. to determine the starting and quitting times;
27. to require overtime; and,

28. All other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law.

Any management right set out in this Article shall be subject to the Grievance and Arbitration provisions herein.

## **ARTICLE 5** **UNION SECURITY**

### **Section 1.**

The Union shall have the exclusive right to the checkoff and transmittal of Union dues on behalf of each employee.

### **Section 2.**

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her Union dues checkoff authorization by giving at least sixty (60) day's notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

### **Section 3.**

An employee may consent in writing to the authorization of the deduction of any agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) day's notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

### **Section 4.**

The College shall deduct dues or an agency service fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy to the Treasurer of the Union together with a list of employees whose dues or agency service fees are transmitted, provided that the College is satisfied by such evidence that it may require that the Treasurer of the Union has given to the Union a bond in a form approved by the College for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the College.

## **ARTICLE 6**

### **AGENCY SERVICE FEE**

#### **Section 1.**

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency service fee to the Union in an amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent.

#### **Section 2.**

This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

#### **Section 3.**

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer shall have no obligation to defend the termination.

#### **Section 4.**

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

#### **Section 5.**

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 it will indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder.

## **ARTICLE 7**

### **UNION BUSINESS**

#### **Section 1. Union Representatives**

Union Staff representatives shall be permitted to have access to the premises of the College for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the College with a list of staff representatives and their areas of jurisdiction.

#### **Section 2. Union Officials**

- A. Except as hereinafter provided, Union business shall be conducted by Union officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances, no more than three (3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner, which shall not be disruptive to the College's operations or any employees work. The Union will furnish the College with a list of the designated Union officials.
- B. The President of the Local, for the purpose of attending meetings at other Colleges in the State and Community College System, shall be granted release time without loss of wages or benefits not to exceed two (2) days each month. Such leaves shall be approved in advance by the CEO.

#### **Section 3. Paid Leave of Absence**

- A. Leaves of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organizations. Such leave will require the prior approval of the CEO. Persons designated as alternate delegates shall not be granted paid leave of absence to attend such conventions.
- B. Leaves of absence without loss of wages, benefits or other privileges may be granted to the Union negotiating committee members for attendance at negotiation sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the CEO.
- C. Leaves of absence without loss of wages, benefits or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the CEO.
- D. Leaves of absence without loss of wages, benefits or other privileges may be granted to Executive Board members for attendance at up to twelve (12) Executive Board meetings per year. Such leave will require the prior approval of the CEO. The

number of paid attendees and the duration of the meeting shall not exceed past practice.

#### Section 4. Unpaid Leave of Absence

Upon request of the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or extensions thereof.

#### Section 5. Attendance at Hearings

- A. Designated Union officials may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the CEO.
- B. Witnesses called by the Union to testify at a Step IV hearing or in an arbitration proceeding (Step V) may be granted time off without loss of benefits or other privileges (not including wages).
- C. All leave granted under this section shall require prior approval of the CEO.

#### Section 6. Union Use of Premises

- A. The Union shall be permitted to use the same or similar facilities of the College for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the College facilities during off-duty hours for Union meetings subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours not granted elsewhere in this contract.
- B. Unit members shall continue to be permitted access to the same or similar facilities as approved and provided in the past.

#### Section 7. Bulletin Boards

The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the College for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

#### Section 8. Employer Provision of Information

The College shall be required to provide the Union with the following information:

1. Every month, a list of all new employees in the bargaining unit and their date of employment and classification.
2. Every month, a list of all unit employees who have had a change in status to include the old title, grade and step and the new title, grade and step.
3. Every month, a list of all unit employees not on dues or agency fee checkoff and who are off payroll for any reason the week of deduction.
4. A list of unit employees who withdrew checkoff authorizations within two months of such withdrawal.
5. Every six months, a list of all unit employees and their title and last date of hire. Where the College has been providing this or other information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

#### Section 9. Orientation

Where the College provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new unit employees during which time a Union representative may discuss the Union with the employees.

Where the College does not provide an orientation program for new employees, a forty-five (45) minute period shall be allotted to the Union and to the new unit employees that month during which time a Union representative may discuss the Union with the employees. Such meeting shall not take place at the new employee's assigned work location. Said location shall be mutually agreed to by the Human Resources Department and the Union at each campus.

#### Section 10. Campus Unit Meetings

The Chief Human Resource Officer and the Local Union Stewards shall discuss procedures to enable unit members to meet on campus. Such procedures shall be approved by the CEO.

#### Section 11. Designation of Campus Stewards and Representatives

In addition to a Chief Steward for Unit I and for Unit II at each campus, the Union shall designate and the Employer shall recognize four (4) Representatives statewide, drawn from the respective Departments of Public Safety at the Community and State Colleges. Said Representatives duties shall be limited to attending grievance hearings involving the administration and interpretation of the Supplemental Agreement covering Public Safety Personnel.

**ARTICLE 8**  
**NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

Section 1.

The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sexual orientation, gender, age, mental or physical handicap or veteran status.

Section 2.

The parties agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, gender, national origin, mental or physical handicap or veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action.

Section 3.

This Article shall be in accordance with all applicable federal and state laws.

Section 4.

Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 29 of this Agreement.



**ARTICLE 9**  
**FAIR PRACTICES**

Section 1.

The Council and/or the Union recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, age, religious affiliation (if any), gender, marital status, handicap status or sexual orientation. The parties agree that no employee shall be subjected to sexual harassment.

Section 2.

Nothing contained herein shall be construed to deny or restrict to any unit member rights he/she may have under applicable laws of the Commonwealth of Massachusetts and its regulations or other applicable provisions of state or federal law.

Section 3.

The Union shall represent all persons in the bargaining unit without regard to race, color, religious creed, national origin, age, religious affiliation (if any), gender, marital status, handicap status, sexual orientation or participation in the activities of the Union.

Section 4.

The terms of this Agreement shall not be applied in an arbitrary or capricious manner.

**ARTICLE 10**  
**WORKWEEK AND WORK SCHEDULE**

Section 1. Hours, Workday and Workweek

- A. Except as otherwise specified in this Agreement, the regular hours of work for all full-time employees of Unit I (Clerical and Technical) shall be thirty-seven and one-half (37 ½) hours per week, excluding meal periods.

Except as otherwise specified in this Agreement, the regular hours of work for all full-time employees of Unit II (Maintenance and Security) shall be forty (40) hours per week, excluding meal periods.

For Unit II employees who are assigned to a second or third shift and who are eligible to receive a shift differential, the regular hours of work shall be forty (40) hours per week including a thirty (30) minute meal period. All such employees shall take their meal period at the location/site to which they are assigned and shall be on call at all times during the meal period.

For Unit II employees who are uniformed members of the Campus Police/Safety/Security Department or whose duties require a watch in a power plant or similar facility, the regular hours of work shall be forty (40) hours per week including a thirty (30) minute meal period. All such employees shall take their meal period at the location/site to which they are assigned and shall be on call at all times during the meal period.

- B. When the CEO desires to change the regular work schedule of an employee, the affected employee shall receive at least fourteen (14) calendar days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the College or involving the health and safety of those persons whose care and/or custody have been entrusted to the College.
1. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.
  2. The work schedule, both starting times and quitting times, of employees shall be posted at least fourteen (14) calendar days in advance on a bulletin board at each work location and also made available to employees and Union Stewards.
- C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This sub-section shall not apply to employees in authorized flexible hours programs. The starting and quitting time for each employee shall be uniform and

consistent unless changed in accordance with the provisions of this Article. Regularly scheduled work shifts shall have at least fifteen (15) hours between quitting and starting time.

- D. Each employee shall be required to record his attendance in accordance with procedures which may be established in writing from time to time by the CEO. Thirty (30) days prior to any change in the existing method of recording attendance the CEO will notify the Union of such change and will meet and confer with the Union to discuss such change.
- E. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor and the approval of the Chief Personnel Officer or designee.

## Section 2. Overtime

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of thirty-seven and a half (37 ½) hours per week for Unit I employees and forty (40) hours per week for Unit II employees.
- B. Compensatory time off, computed at time and one-half in lieu of overtime compensation may be authorized by the CEO upon the request of the employee.
- C. The CEO shall not, for the purpose for avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the work week in which the employee has previously worked hours beyond his/her normally scheduled work day.
- D. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- E. With the exception of paid sick leave, all time for which an employee is on full-pay status (personal leave, vacation leave, etc.) or other than full-pay status (leave related to absences for work-related injuries and intermittent leave pursuant to Family and Medical Leave Act (FMLA) for care of family members), shall be considered time worked for the purpose of calculating overtime compensation. Notwithstanding the above, an employee who uses sick leave during the same work week (Sunday through Saturday) in which he/she works overtime shall have the opportunity to retroactively substitute up to three (3) shifts of sick leave per fiscal year with either accrued compensatory time, holiday, personal or vacation leave though not on the calendar day before or after working overtime or a detail. The retroactive substitution of any leave for sick leave shall occur only upon the completion and submittal of a Request for Substitution of Sick Leave Form (Appendix A) by the employee. Any such form shall be completed and submitted not later than ten (10) days after the date for which such substitution is requested. Further, not more than two (2) days of sick leave may be counted towards such overtime calculation if the employee submits satisfactory medical evidence of the use of such sick leave. The use of any such sick leave shall occur only upon the completion and submittal of a Request for Substitution of Sick Leave Form (Appendix A) to which the satisfactory medical evidence shall be attached. Any such form shall be completed and submitted with satisfactory medical

evidence attached not later than ten (10) days after the date upon which such sick leave was used.

- F. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who ordinarily perform such work in the normal course of their workweek. Department heads and Union representatives at each location shall work out procedures for implementing this policy of distributing overtime work. Such policies shall be approved by the CEO.
- G. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the CEO when it is determined by the CEO that the work must be performed on an overtime period or involves the protection of persons or property of the College. Prior to invoking compulsory overtime, if safety and security permits, the CEO will solicit volunteers using the procedures developed by the College in Paragraph F of this Section 2. If volunteers are not available, the CEO will order in an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.
- H. Upon the request of the employee, the concurrence of the Departmental Supervisor, and the prior approval of the Chief Personnel Officer, an employee may work overtime. All such requests for permission to work voluntary overtime shall be in writing and shall contain both the maximum number of hours to be worked and the starting and ending dates of the time period during which such hours shall be worked. Voluntary overtime may be granted only for the continuation by the employee of tasks normally assigned to said employee and which fall within the employee's classification specification.

The implementation of this sub-section H shall not be subject to the provisions of Article 10, Section 5 of the Agreement. Further, grievances involving the interpretation or application of the provisions of this sub-section H may be processed through Step IV of the grievance procedure set forth in Article 29 of this Agreement but shall not be processed to Step V.

- I. The College shall make a reasonable effort to make payment for overtime work in the pay advice next following the payroll period in which the overtime was worked.
- J. Overtime worked by members of the bargaining unit shall be posted or made available on a monthly basis. At least three times per year a standard HR/CMS report will be made available to each Chief Steward on each campus. Said report shall include the name of the employee, date of overtime, number of hours paid and/or comp time accumulated.
- K. The provisions of this Section shall not apply to employees on full travel status.

### Section 3. Meal Period

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the College and the needs of the employee.

#### Section 4. Rest Periods

A rest period of a maximum of fifteen (15) minutes shall be given to employees in each one-half (1/2) tour of duty.

#### Section 5. Call/Report-Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and reports back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This section shall not apply to any employee who is called in to start his/her shift early and who continues to work that shift.

#### Section 6. Stand By

- A. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.
- B. Stand-by duty shall mean that a department head has designated an employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period and the employee may be subject to disciplinary action.
- C. Stand-by duty shall normally be voluntary. If there are no volunteers, assignments shall be made in inverse order of seniority, except, however, that the individual chosen for the stand-by duty shall be qualified to perform the tasks required.
- D. Any employee who has been designated by a department head to carry a beeper or other type of electronic communications equipment, after his/her normal tour of duty, shall be considered to be on stand-by, and shall be paid accordingly.
- E. An employee who is designated by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed twenty-five (\$25.00) dollars for such stand-by period.
- F. If required to report for duty from stand-by status, the employee shall be paid at the appropriate overtime pay rate.

#### Section 7. Shift Differential

- A. Employees of the Commonwealth rendering service on a second or third shift as hereinafter defined shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for each hour worked.
- B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m., and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m. In addition, employees who are required to begin their regularly scheduled tour of duty at or before 5:00 a.m. shall be deemed to be assigned to the third shift and shall receive any such shift differential otherwise attributable to any such third shift employee.
- C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. In

addition, eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis will receive an hourly differential pursuant to paragraph A of this section.

- D. For employees who are required to work a second or third shift as governed by Paragraph C of this Section, overtime shall be compensated at the rate of time and one-half of the regular salary rate for the number of hours in excess of thirty-seven and a-half (37 ½) hours per week for Unit I employees and forty (40) hours per week for Unit II employees worked on such second or third shift. The shift differential shall be added before the computation of the overtime rate.

#### Section 8. Weekend Differential

- A. Employees of the Commonwealth rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of seventy-five cents (\$0.75) per hour for each hour worked.
- B. For the purpose of this section, a weekend shift shall be defined as a shift that commences on or after 9:00 p.m. on Friday and concludes on or before 2:00 a.m. on Monday.
- C. The above hourly weekend differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a weekend shift. In addition, eligible employees who are required to work a weekend shift, or any portion thereof, on an overtime basis, replacing a worker who normally works such weekend shift, will receive an hourly differential pursuant to paragraph A of this section.
- D. For employees who are required to work a weekend shift pursuant to paragraph C of this section, overtime shall be compensated at the rate of time and one-half of the regular salary rate for the number of hours in excess of thirty-seven and a-half (37 ½) hours per week for Unit I employees; and, in excess of forty (40) hours per week for Unit II employees. The weekend differential shall be added before the computation of the overtime rate.

#### Section 9. Paid Detail

- A. For the purpose of this section, a detail shall mean a work assignment outside of normal working hours that is paid for by an outside agency or organization which is not an organization or department of the college.
- B. Employees who work paid details shall be compensated at the rate of time and a half (1 ½) of their regular rate. Such work performed on a holiday as defined in Article 14 shall be compensated at a rate of not less than time and one-half (1 ½). There shall be a minimum of four (4) hours pay for each such paid detail.
- C. The College shall require a notice to the College of cancellation of a detail from the requester of the detail at least four (4) hours prior to the time the detail is scheduled to begin. If the requester of the detail fails to notify the College within the above specified limit, any employee assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.

- D. Notwithstanding subsection B above, Maintainers/ Tradesworkers who work paid details within their classification shall be compensated at the rate of time and a half (1½) of the maximum step rate of their grade level. Tradesworkers who work paid details, and are performing work within the Maintainer classification, shall be compensated at the rate of time and ½ of the maximum step of the maintainer classification or their regular overtime rate, whichever is higher.

#### Section 10. Clean-Up

Employees working in jobs which are especially dirty or which require clean-up for reasons of safety or health shall be granted up to a maximum of ten (10) minutes, depending on the need to be used as personal clean-up time prior to meal period and at the end of a work shift.

#### Section 11. Miscellaneous Provisions

- A. An employee shall normally be assigned duties by his/her regular supervisor.
- B. Each employee shall have access to all materials, equipment, foods, work areas and telephones necessary to perform duties and as required to take care of emergency situations.
- C. The College shall enter into full discussion with the Union prior to engaging in on the job time-study projects.
- D. The College shall endeavor to supply each employee with adequate locker facilities convenient to his/her work area.
- E. No managerial employee, as defined by the Massachusetts Public Employee Collective Bargaining Law (Chapter 150E), who is excluded from the terms of this Agreement, shall perform the work of any employee covered by this Agreement, except in the case of an emergency, excessive absence of employees from work, lack of an adequate number of employees or for the purpose of providing instruction or training of employees.
- F. Data collected by facility/maintenance software programs (such as CAMIS or School Dude) will not be used for the purpose of discipline, evaluation, or to establish the time required to perform subsequent similar tasks.

#### Section 12. Flexible Hours Program

Campus Level Labor/Management Committees established in Section 2 of Article 32, will consider the feasibility of instituting a flexible hours program. The Chief Stewards will be notified of any flexible hours program on their campus.

#### Section 13. Compensatory Time

No employee may have more than two hundred (200) hours of accrued compensatory time to his/her credit.

#### Section 14. Inclement Weather and Other Closings

- A. General Application

The provisions of this Section 14 are of application at all times during the term of this Agreement (i.e. Academic Semesters, Academic Vacations, and Inter-Sessions) and include openings, closings and cancellations where non-essential employees are excused with pay.

B. Adverse Weather Conditions

In the event that classes or other activities are cancelled due to adverse weather conditions, designated essential personnel shall be required to report for work during the duration of the cancellation. (It is the intention of the parties that not all personnel will be declared essential.)

C. Other Closings

In the event that a circumstance arises that requires a work area (i.e. a building) to be closed for health, safety or other reasons, including conditions of extreme cold, heat or humidity, non-essential employees at the affected work location will be dismissed with pay for the balance of the shift.

E. Compensation

Employees who are designated essential and who either report to work in accordance with Paragraph B above or remain at work in accordance with Paragraph C above shall receive compensatory time (based upon actual number of hours worked) in addition to the daily pay to which they would otherwise be entitled. Non-essential personnel who are requested to remain at work and do so, pursuant to this section 14 shall receive compensatory time as set forth in this subsection D.

An employee working at a rate greater than straight time shall not be eligible for compensatory time.

- E. An employee who is not scheduled to work a shift or who is not at work due to the authorized use of any leave (including but not limited to bereavement, personal, sick or vacation) shall receive no additional compensation as a result of any adverse weather or other closing which occurs during such shift or period of leave.
- F. Between October 1<sup>st</sup> and October 15<sup>th</sup> of each year, an employee shall receive written notification if he/she is designated as an essential employee. The Union shall be provided with the name of each employee who is designated as essential.
- G. All decisions regarding this Section 14 shall fall within the sole discretion of the CEO. In exercising said sole discretion, the CEO shall give consideration to declarations made by the Governor of the Commonwealth.
- H. Between August 1<sup>st</sup> and October 15<sup>th</sup> of each year, the campus-level Labor/Management Committee shall meet to discuss the implementation of this Section 14.



**ARTICLE 11**  
**LEAVE**

Section 1. Sick Leave

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of 9.375 hours for Unit members in Unit I and 10 hours for Unit members in Unit II for each full month of employment. The annual total shall be 112.50 hours for Unit members in Unit I and 120 hours for Unit members in Unit II. An employee on leave with pay (excluding an employee on an extension of sick leave in accordance with Article 12) shall accumulate sick leave credits.
- B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted at the discretion of the CEO, and shall not be unreasonably denied, to an employee only under the following conditions:
  - 1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
  - 2. When the spouse, child or parent of either an employee or his/her spouse, or a relative permanently residing in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of 75 hours for Unit members in Unit I and 80 hours for Unit members in Unit II per calendar year except in cases of demonstrated medical emergency or life threatening/terminal illness in which case an employee may use up to 112.50 hours for Unit members in Unit I and 120 hours for Unit members in Unit II;
  - 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others;
  - 4. To keep appointments with health care professionals. In such instances the normal requirement of advance notice will be at least five (5) working days. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional; and
  - 5. An employee who becomes a foster parent may use up to 37.50 hours for Unit members in Unit I and 40 hours for Unit members in Unit II for the purpose of transitioning the child into the foster family and/or for attending official meetings with the Department of Social Services related to becoming a foster parent.
  - 6. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
- D. A full-time employee on leave without pay and/or absent without pay shall not accrue sick leave credit for that portion of time that he/she is on leave without pay.
- E. Where the CEO has reason to believe that sick leave is being abused; he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made in writing within ten (10) calendar days of

either the date of suspected abuse or return of the employee. Failure of an employee to present such satisfactory medical evidence within ten (10) calendar days after such written request has been made by the CEO, but in any event not later than ten (10) calendar days subsequent to return to work, may, at the discretion of the CEO, result in the absence being treated as absence without pay. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, unless identified as being of a confidential nature; a statement that the employee was unable to perform his or her duties to the specific illness or injury on the days in question; and, the prognosis for the employee's return to work. In cases where the employee is absent due to a family or household illness as defined in Section 1, Paragraph C, Section 2 of this Article, satisfactory medical evidence shall consist of a signed statement by medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above and shall list an address and telephone number.

The CEO may, at his/her discretion, grant the employee reasonable time during the employee's regular tour of duty, if necessary, to seek the satisfactory medical evidence as required above.

- F. The CEO may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties.

An employee absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the CEO with reasonable notice of his/her intent to return.

- G. Sick leave must be charged against unused sick leave credits in units of one-quarter (1/4) of an hour, but in no event may the sick leave credits used be less than the actual time off.
- H. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence. Such leave shall be charged on the same basis as provided in subsection G.
- I. An employee who is reinstated or re-employed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. A person whose employment by the Commonwealth is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, etc. shall not be transferred to state service.

- J. A part-time employee on leave without pay and/or absent without pay shall not accrue sick leave credit for that portion of time that he/she is on leave without pay.
- K. Notification of absences under this Article must be given to the designated representative of the CEO at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the CEO be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence. Within ninety (90) days after execution of this Agreement, and upon any change in the method of reporting during the term of the Agreement, the Chief Personnel Officer shall notify each employee of the method by which such employee shall report such absence.
- L. No employee shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee, excluding any extended Sick Leave provisions.
- M. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits.
- N. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.
- O. If, at the time of death of an employee, said employee was eligible to retire and receive a pension from the Commonwealth, then said employee shall be paid twenty (20) percent of the value of unused accumulated sick leave to his/her credit at the time of death, provided that no monetary or other allowance has already been made therefore. It is understood that any such payment will not change the employee's pension benefits.  
The CEO shall authorize payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence;  
First; to the surviving beneficiary, or beneficiaries, if any, lawfully designated by the person under the State Employees' Retirement System; Second; if there be no such designated beneficiary, to the estate of the deceased.
- P. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- Q. When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the College shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

## Section 2. Paid Personal Leave

On each January 1st full-time employees will be credited with 22.50 hours of paid personal leave annually for members in Unit I and 24 hours of paid personal leave annually for members in Unit II which must be taken during the following twelve (12) months, at a time or times requested by the employee and approved by the CEO. Any paid personal leave not taken by any December 31<sup>st</sup> will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be

available in units of one-quarter (1/4) of an hour and may be used in conjunction with vacation leave. Full-time employees hired or promoted into the bargaining unit on or after the beginning of a calendar year will be credited with personal leave days in accordance with the following schedule:

<u>DATE OF HIRE/ PROMOTION INTO UNIT</u>	<u>PERSONAL LEAVE HOURS CREDITED</u>	
	<u>UNIT I</u>	<u>UNIT II</u>
January 1 to March 31	22.50	24
April 1 to June 30	15	16
July 1 to September 30	7.50	8
October 1 to December 31	0	0

The CEO shall make reasonable efforts to ensure that an employee, having requested personal leave, is granted such leave in order to prevent the loss of such personal leave accrued credits.

Section 3. Bereavement Leave

Upon evidence, satisfactory to the CEO, of the death of a spouse, child or step-child, an employee shall be entitled to a maximum of seven (7) days of leave without loss of pay to be used at the option of the employee within thirty (30) calendar days from the date of said death.

Upon evidence, satisfactory to the CEO, of the death of a parent, step-parent, brother, step-brother, sister, step-sister, grandparent, grandchild or parent of a spouse or person permanently residing in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days.

In the event of the death of an employee’s son-in-law or daughter-in-law or of the spouse’s brother, sister, grandparent or grandchild, a maximum of two (2) consecutive working days shall be available for use by an employee.

In the event of the death of an employee’s aunt, uncle, cousin, one (1) day of paid bereavement leave shall be granted.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to the CEO of the death of one of the above named relatives, and may be granted at the discretion of the CEO.

Section 4. Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state or national election shall upon application, be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

#### Section 5. Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the CEO by the employee.
- B. An employee who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:
  - 1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
  - 2. remit to the College the jury fees if less than his/her regular rate of compensation for the period involved.
- C. Jury fees, for the purpose of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her CEO except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.
- E. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court services will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

#### Section 6. Military Leave

- A. An employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C. 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the

- United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of C. 33, General Laws as amended.
- C. An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.
  - D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

#### Section 7. Maternity and Adoptive Leave

- A. A full-time employee who has completed the probationary period, or, if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from employment with the Commonwealth for a period not exceeding eight (8) weeks for the purpose of giving birth, or adopting a child, shall be granted a maternity leave without pay if the request for such leave is made to the CEO at least two (2) weeks in advance of the anticipated date of departure.
- B. At the expiration of the maternity or adoptive leave, the employee will be restored to his/her previous position of similar position with the same status, pay and length of service credit as of the date of the leave. If during the period of leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights and benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- C. Notwithstanding any other provision of this Agreement to the contrary, the maternity of adoptive leave granted under this Article shall not affect an employee's right to receive any contractual benefits for which he/she is eligible at the time of the leave. Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the CEO. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave or compensatory time to cover this period of absence. The period of unpaid leave shall not be included in any computation of contractual benefits, rights or advantages. Not later than two (2) weeks prior to the expiration of the eight-week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

- D. An employee on maternity or adoptive leave may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.
- E. If an employee has accrued compensatory time, personal leave, sick leave or vacation leave credits at the commencement of her maternity leave, the employee may use such compensatory time and/or leave credits for which she may be eligible under the personal leave, sick leave or vacation leave provisions of this Article.
- F. During the first ten (10) workdays subsequent to the birth or adoption of a child, the mother/father shall receive his/her regular weekly salary. Where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than ten (10) days paid under the provisions of this section.

#### Section 8. Parental Leave

- A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months, and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding twenty four (24) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.
- B. An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three years of age, may have his/her group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.
- C. If an employee has accrued compensatory time, personal leave, sick leave or vacation leave credits at the commencement of his/her parental leave, the employee may use such compensatory time and/or other leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Article.

#### Section 9. Family Leave

- A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period, who has been employed at least three (3) consecutive months who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted family leave for a period not exceeding twelve (12) weeks. Such leave shall be without pay or benefits for such period. The CEO may in his/her discretion, assign an

employee to back fill for an employee who is on family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care of, the employee's spouse, parent, grandparent, grandchild or relative living in the same household.

- B. Ten (10) days of family leave may be taken in not less than one-day increments. However, such leave requires the prior approval of the CEO.
- C. If an employee has accrued compensatory time, personal leave, sick leave or vacation leave credits at the commencement of his/her family leave, the employee may use such compensatory time and/or other leave credits for which he/she may be eligible under the sick leave, personal leave or vacation leave provisions of this Article.

#### Section 10. Domestic Violence Leave

Up to a maximum of 112.50 paid hours per calendar year for Unit members in Unit I and up to a maximum of 120 paid hours per calendar year for Unit members in Unit II may be used for the purpose of arranging for the care of him/herself or his/her child(ren) or for attending to necessary legal proceedings or activities in instances where the employee or his/her child(ren) is a victim of domestic abuse and where the employee is not the perpetrator.

#### Section 11. The Family and Medical Leave Act and The Small Necessities Leave Act.

The parties to this Agreement recognize that various benefits, including but not limited to sick leave, maternity leave and family leave, may be available to bargaining unit members pursuant to state and federal law, and, in particular, the Family and Medical Leave Act and The Small Necessities Leave Act. It is the intent of the parties that any benefits provided by this Agreement are to be used as part of and not in addition to any statutory benefits so conferred.

#### Section 12. Unpaid Personal Leave.

Unpaid personal leave, other than herein before specified, may be granted by the CEO, upon the written request of the employee, at least thirty (30) days in advance. Approval may not be unreasonably denied.

Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the term of such leave.

#### Section 13.

Leave of absence without pay may be granted to a unit member or members who are delegates to state or national conventions of fraternal and/or civic organizations. Leaves of absence with pay may be granted to a unit member to participate as an Honor Guard in Funerals of Deceased Veterans.

#### Section 14.



Leave of absence without pay may be granted to unit members who are Civil Defense Officers for the purpose of participating in local, state-sponsored and federal seminars and programs designed to improve his/her knowledge and understanding of Civil Defense.

Section 15.

Leave of absence with pay may be granted for the purpose of donating blood, not to exceed two (2) hours. In exceptional circumstances the CEO may grant leave with pay in excess of two hours.

Section 16. Additional Leave on Account of Catastrophic Illness

Upon the submission of satisfactory medical evidence that demonstrates an existing catastrophic illness, the CEO shall grant the employee, on a one-time basis, up to an additional twenty-six (26) weeks of non-intermittent FMLA leave.

## **ARTICLE 12** **EXTENSION OF SICK LEAVE**

### **Section 1.**

Five (5) working days after an employee has exhausted all of his/her sick leave, vacation leave, and personal leave, he/she shall be eligible for an extension of sick leave; provided that such employee has been employed a minimum of twelve (12) consecutive months prior to the commencement of such extension of sick leave.

In anticipation of the exhaustion of all paid leave, an employee shall forward a request to the CEO of the Campus on the form entitled Request for Extension of Sick Leave Form (Appendix B). The Campus CEO shall act upon such request and forward the decision in writing to both the employee and the appropriate union official of the employee's unit within ten (10) working days of receipt. The approval of such request will be effective at the beginning of the sixth (6<sup>th</sup>) day of unpaid leave. The granting of an extension of sick leave shall be subject to the sole discretion of the CEO of the Campus. All requests for an extension of such leave shall be given due consideration.

Such extensions shall be available only for illness of the employee and not for illness of his/her immediate family. Further, an employee on an industrial accident leave shall not be eligible for an extension of sick leave.

### **Section 2.**

Extensions may be available for a period of up to sixty (60) working days annually beginning on the date of the first extension. An employee, having been granted an extension of sick leave, shall be required to submit a physician's statement after each twenty (20) working days of granted leave.

Notwithstanding the above, in extraordinary circumstances, and in accordance with the terms and conditions governing the application and granting of leaves as such are set forth in Section 1 of this Article, an employee may be granted an additional fifteen (15) working days of extension of sick leave during the twelve (12) month period commencing upon the granting of the first such extension. Such additional extension of sick leave may commence immediately upon the conclusion of an earlier extension of sick leave or may be granted at any time during the remainder of the applicable twelve (12) month annual period. An employee need not serve a period of unpaid leave prior to being eligible for this fifteen (15) working days additional extension of sick leave.

### **Section 3.**

Understanding that the health and welfare of unit members is of mutual concern, the CEO of the Campus, in evaluating a request, shall consider the following:

Cost: Consideration shall be given to the projected cost incurred to implement the request, including the temporary filling of the position, if necessary.

History of sick leave usage: Consideration shall be given to the previous use of leave benefits. Input must be sought from the employee's supervisor(s) and pertinent attendance or personnel records.

Length of request: The provision is not intended to provide for long term or permanent disabilities. There should be a reasonable expectation of return to full-time duties as evidenced by a physician's statement.

Section 4.

During the period of an extension of sick leave, an employee shall not be entitled to accrual of vacation or sick leave as provided for in Articles 11 and 13 of this Agreement.

Section 5.

Grievances involving the interpretation or application of the provisions of this Article are not subject to the provisions of the grievance procedure as set forth in Article 29 of this Agreement.

If a unit member is denied an extension of sick leave under this Article 12, the unit member may request a meeting with the Director of HR the sole purpose of which shall be to present any information not previously known to the College at the time of the decision and to hear from the HR Director reasons why the request was denied.

**ARTICLE 13**  
**VACATIONS**

Section 1.

A. Vacation leave with pay shall be credited to full-time employees at the end of each payroll period. The rate of accrual shall be as follows:

<u>Length of continuous full-time</u> <u>“Creditable service” as of the</u> <u>end of each applicable month.</u>	<u>Vacation Leave Accrued</u>	
	<u>Unit I</u>	<u>Unit II</u>
Less than fifty-four (54) months (less than 4 ½ years)	6.25 hrs 5/6 day per month (10 days/year)	6.75 hrs
Fifty-four (54) months, but less than one hundred fourteen (114) months (4 ½ - 9 ½ years)	9.50 hrs 1.25 days per month (15 days/year)	10.00 hrs
One hundred fourteen (114) months, but less than two hundred thirty-four (234) months (9 ½ - 19 ½ years)	12.50 hrs 1 2/3 days per month (20 days/year)	13.50 hrs
Two hundred and thirty-four (234) months or more (19 ½ or more years)	15.75 hrs 2 1/12 days per month (25 days/year)	16.75 hrs

B. For determining vacation status under this Article, “creditable service” shall be used. All service beginning on the first working day of the first full payroll month at the College where rendered, and all service thereafter becomes “creditable service” provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. In computing an employee’s vacation status, all “creditable service” from the first working day at the College up to the end of each full month of service rendered shall constitute the “creditable service” which shall be used to establish vacation credits for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that “creditable service”, if any, which he/she had at the termination of the predecessor Agreement.

Section 2.

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 3.

Vacation leave accrued shall be credited on the last day of the pay period based on the employee's full-time equivalent status on that date and shall be available for use the following day.

Section 4.

A full-time employee, on leave without pay and/or absent without pay shall not accrue vacation leave credit for that portion of time that he/she is on leave without pay.

Section 5.

A part-time employee, on leave without pay and/or absent without pay shall not accrue vacation leave credit for that portion of time that he/she is on leave without pay.

Section 6.

An employee who is reinstated or re-employed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

Section 7.

An employee may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the CEO's opinion it is impossible or impracticable to do so because of work schedules or emergencies. The CEO shall make reasonable efforts to insure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) calendar days nor less than forty-five (45) calendar days in advance of the first day requested. (An employee wishing to file such request earlier than sixty (60) days prior to the first day requested, may do so but preference will be determined as of the 45<sup>th</sup> day in advance of the first day requested.) The CEO shall respond to this request in writing, indicating whether it can reasonably schedule such vacation, at least thirty (30) calendar days in advance of the first day requested.

When vacation requests are submitted less than forty-five (45) calendar days in advance such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of date of receipt of such request.

No employee shall carry vacation leave credit of more than 480 hours for Unit members in Unit I and 512 hours for Unit members in Unit II.

An employee who has available unused vacation leave, and who because of the provisions of Section 7 of this article would lose such vacation leave, shall have such vacation leave

converted to sick leave as of the accruals at the end of the last pay period in April and October of each year.

Section 8.

Absences on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged, unless otherwise notified by the employee, to personal leave, if any, then to vacation leave, if any.

Section 9.

Charges to vacation leave credit may be allowed in units of one-quarter (1/4) of an hour.

Section 10.

Upon the death of an employee who is eligible for vacation under this Agreement payment shall be made in an amount equal to the vacation leave which had been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefor. The CEO shall authorize payment of such compensation upon the establishment of a valid claim therefor, in the following order of precedence:

- First: To the surviving beneficiary, or beneficiaries, if any, lawfully designated by the person under the State Employee's Retirement System;
- Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 11.

An employee who is eligible for vacation under these rules, whose services are terminated for any reason, shall be paid an amount equal to the vacation that had been accrued prior to such termination but which had not been used, up to a maximum of 480 hours for Unit members in Unit I and 512 hours for Unit members in Unit II, provided that no monetary or other allowance had already been made therefore.

Section 12.

An employee who is reinstated or re-employed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years.

Section 13.

An employee who is granted a leave of absence to enter service in the Armed Forces of the United States, under the provisions of Chapter 708, Acts of 1941, as amended, and who, upon honorable discharge from such service in said Armed Forces, returns to the service of the College, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said Armed Forces but which had not been used prior to military leave, provided that no monetary or other allowance has already been made therefor.

Section 14.

An employee who is reinstated after military leave, as referred to in Section 13, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns, provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave, shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after he/she returns from military service.

Section 15.

An employee on leave with pay (excluding an employee on an extension of sick leave in accordance with Article 12) shall accumulate vacation leave credits.

Section 16.

Vacation leave accrued following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

Section 17.

Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns or municipalities prior to employment as a member of the bargaining unit shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the commencement of employment by the College. An employee in order to retain such previously earned status must submit to the CEO, within thirty (30) calendar days of employment, evidence attesting to such prior employment and such status.

## **ARTICLE 14** **HOLIDAYS**

### **Section 1.**

The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
*Evacuation Day	Veteran's Day
Patriots Day	Thanksgiving Day
Memorial Day	Christmas Day
*Bunker Hill Day	

\* Only in Suffolk County must this Holiday be celebrated on the day upon which it falls.

### **Section 2.**

When a holiday occurs on the regularly scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

### **Section 3.**

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days he/she, at the request of the employee, may receive pay for one (1) workday at his/her regular rate of pay or one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday, to be taken at a time approved by the CEO.

### **Section 4.**

An employee regularly scheduled to work on a holiday, and required to do so, shall be compensated at the rate of two (2) times his/her regular rate of pay. An employee not regularly scheduled to work on a holiday, but required to do so, or an employee who works overtime on a holiday, shall be compensated at the rate of two and one-half (2 ½) times his/her regular rate of pay. Any employee who works on a holiday may opt to take compensatory time in lieu of holiday pay within one hundred and twenty (120) days following the holiday. Such compensatory time shall be taken at a time approved by the CEO. (See Memorandum of Interpretation on Holiday Pay.) An employee may request an extension of up to forty-five (45) days, subject to approval by the CEO.

### **Section 5.**

An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday, shall be entitled to one (1) workday off with pay in lieu of each of the Suffolk County holidays. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is



five (5) or more days, shall be entitled to one (1) workday off with pay in lieu of each of the Suffolk County holidays. Such day off shall be approved by the CEO and taken by the employee within one hundred and twenty (120) days. An employee may request an extension of up to forty-five (45) days, subject to approval by the CEO.

Section 6.

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 4.

Section 7.

Whenever the CEO has been informed that any workday has, in whole or in part, been declared a skeleton day he/she shall determine, who among the employees shall be released with pay from the regularly scheduled duties for the duration of the skeleton day.

Section 8.

An employee who is on leave without pay or is absent without pay for any of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

Section 9.

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the CEO at least one hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the employee such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

Section 10.

In addition to any other benefits provided by this Agreement, employees who render service on New Year's Day, Thanksgiving Day or Christmas Day shall receive a holiday differential of seventy-five cents (\$0.75) per hour for each hour worked.

Section 11.

A regular part-time employee shall be granted holiday leave in the same proportion that his/her part-time service bears to full-time service.

**ARTICLE 15**  
**EMPLOYEE EXPENSES**

Section 1. Mileage

- A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment he/she shall be reimbursed at the Internal Revenue Service rate as such rate is designated from time to time. In addition, employees will be reimbursed for reasonably reimbursed costs of tolls and parking.
- B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment whichever is less.
- C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Personnel Administrator an employee's home may be designated as his/her regular office by his/her CEO for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

Section 2. Travel

- A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four (24) hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, not to exceed the following amounts:

	<u>Maximum</u>	
<u>Meals</u>	<u>Allowance</u>	<u>Applicable</u>
Breakfast	\$6.00	3:01 a.m. to 9:01 a.m.
Lunch	\$9.00	9:01 a.m. to 3:01 p.m.
Dinner	\$12.00	3:01 p.m. to 9:01 p.m.

- B. On the first day of assignment to duty in excess of twenty-four (24) hours, employees shall not be reimbursed for breakfast if such assignment commences after six (6:00) a.m., for lunch if such assignment commences after noon or for supper if such assignment commences after ten (10:00) p.m.
- C. On the last day of assignment to duty in excess of twenty-four (24) hours employees shall not be reimbursed for breakfast if such assignment ends before six (6:00) a.m., for lunch if such assignment ends before noon or for supper if such assignment ends before six (6:00) p.m.
- D. For travel of less than twenty-four (24) hours commencing two (2) hours or more before compensated time, employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four (24) hours ending two (2) hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four (24) hours.

Section 3. Overtime

Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three (3) or more hours, exclusive of meal times on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast	\$5.00	3:00 a.m. to 8:59 a.m.
Lunch	\$7.50	9:00 a.m. to 2:59 p.m.
Dinner	\$10.00	3:00 p.m. to 8:59 p.m.
Midnight Snack	\$5.00	9:00 p.m. to 2:59 a.m.

Section 4. Prevailing State Rate(s)

If, during the term of this Agreement, an Agreement is:

- A. negotiated by the employer, as defined by Chapter 150E of the Massachusetts General Laws, on behalf of non-public safety employees of the Executive Branch; employees of the Board of Higher Education; or, employees of the Board of Trustees of the University of Massachusetts; and,
- B. in the event that said Agreement is submitted by the Governor or his designee to the General Court, and is funded by said General Court; and,
- C. in the further event that said Agreement contains provisions for mileage reimbursement or meal reimbursements which are greater than the mileage reimbursement or meal reimbursements contained in this Agreement; then,

The Employer agrees that with effect at the commencement of the next quarter of the fiscal year subsequent to receipt of written notification of the above from the Union, it will make adjustments for mileage reimbursement and/or meal reimbursements so that the amount of any such mileage reimbursement and/or meal shall be equal to the greater of any such mileage reimbursement and/or meal reimbursements.

**ARTICLE 16**  
**PARKING**

Section 1.

Proper parking facilities shall be available to the employees covered by this contract with reasonable proximity of their regular work location.

Section 2.

The College shall endeavor to maintain adequate lighting in all parking areas.

Section 3.

The CEO agrees to discuss with the Union any proposed changes in the Parking Program at which time the Union can make recommendations for changes. The CEO will inform the Union and all employees prior to implementing any such changes.

**ARTICLE 17**  
**EMPLOYEE COMPENSATION**

**Section 1. Salary Increases.**

**A. General Salary Increases**

1. Effective July 1, 2009, the salary rate of employees shall be increased by one percent (1%).
2.
  - A. If FY10 tax revenues equal or exceed \$20.3 billion, employees will receive an additional one percent (1%) increase in salary rate, for a total of a two percent (2%) increase effective July 1, 2009.
  - B. If FY10 tax revenues equal or exceed \$21.4 billion, employees will receive an additional two percent (2%) increase in salary rate, for a total of a three percent (3%) increase effective July 1, 2009.
3. Effective July 1, 2010, the salary rate of employees shall be increased by three percent (3%).
4. Effective July 1, 2011, the salary rate of employees shall be increased by three percent (3%).

**Section 2. Employees Hired, Reinstated, or Re-employed on or after July 1, 2009.**

The salary rate for an employee hired, reinstated, or re-employed on or after July 1, 2009 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate. Such salary rate shall be paid in accordance with the salary schedules provided in Appendices C-1 through C-4 of this Agreement.

**Section 3. Step Rate Increases, Promotions, and Movement to a Lower Grade.**

- A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached unless he/she is denied such step rate by his/her CEO. Among the reasons for which the CEO may deny a salary step increase is a negative/unsatisfactory evaluation. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this Article. In the event an employee is denied a step rate increase by his/her CEO, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.
- B. Whenever an employee paid in accordance with the salary schedules provided in Appendices C-1 through C-4 of this Agreement receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follows:
  1. determine the employee's salary rate at his/her current job group;

2. find the next higher step within the employee's current job group or, for employees at the maximum rate within their current job group, multiply the employee's current salary rate by one and one tenth (1.10);
3. compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
4. the employee's salary rate shall be the first rate in the higher job group, which at least equals the resultant amount;
5. For employees at the maximum rate within their current job group where the multiplication of the current salary rate by one and one tenth (1.10) places the employee beyond the range of the grade to which the employee is being promoted, the employee shall be placed at the highest step in the job group of the position to which the employee is being promoted.

The anniversary date for such employees shall become the date of promotion.

- C. Whenever an employee paid in accordance with the salary schedules provided in Appendices C-1 through C-4 of this Agreement shall move to a position in a lower job group, the employee shall be placed at the same step in the new, lower job group as the employee held in the higher job group prior to movement to the new position. The anniversary date for such employees shall become the date of movement to the new job group.

#### Section 4. General Provisions.

- A. Salary rates of full-time employees are set forth in Appendix C to this Agreement and are hereby made a part of this Agreement.
- B. The salary rates set forth in Appendix C shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.
- C. Employees shall be compensated on the basis of the salary rate for their official job classification.

#### Section 5. Regular Part-Time Employees.

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

#### Section 6. Salary Adjustments for Employees Entering From Same or Other Bargaining Units.

- A. An employee entering a position covered by this Agreement, without a break in service, from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.
- B. An employee entering a position covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a lower grade in a

bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of Section 4 of this Article.

- C. An employee entering a position covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.
- D. An employee entering a position covered by this Agreement, without a break in service, from a position of the same grade in the bargaining unit at another college covered by this Agreement, shall remain at the same step they held prior to the date of transfer. The date of transfer to the new institution shall be considered the date of hire at the new institution and the anniversary date for future step increases.

#### Section 7. Related Agreements

If, during the term of this Agreement, an Agreement is

- A. negotiated by an employer, as defined by Chapter 150 E of the Massachusetts General Laws; and,
- B. said Agreement is negotiated on behalf of a collective bargaining unit represented by AFSCME and of application to employees of the Executive Branch, the Board of Higher Education or the Board of Trustees of The University of Massachusetts; and,
- C. in the event that said Agreement is submitted by the Governor or his designee to the General Court, and is funded by said General Court; and;
- D. in the further event that said Agreement contains provisions for salary increases and/or a bonus(es) which are greater than the salary increases and/or bonus(es) contained in this Agreement; then, the employer agrees that it will reopen the provisions of this Article 17 of this Agreement to further collective bargaining negotiations.

**ARTICLE 18**  
**HEALTH AND WELFARE**

**Section 1. Group Health and Accident Insurance**

Employees shall continue to be covered under the State's Group Health and Accident Insurance plan pursuant to the provisions of Chapter 32A of the General Laws as amended or as such plan may be made available under applicable laws of the Commonwealth.

**Section 2. Health and Welfare Plan**

**A. Creation of Trust Agreement**

The parties have agreed to establish a Health and Welfare Trust Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union.

The Board of Trustees of the Health and Welfare Trust Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Trust Fund to employees and/or their dependents.

**B. Funding**

The Employer will contribute on behalf of each full-time equivalent employee a total of thirteen dollars (\$13.00) per calendar week.

Effective January 1, 2011, the Employer will contribute on behalf of each full-time equivalent employee a total of thirteen dollars and fifty cents (\$13.50) per calendar week.

Effective January 1, 2012, the Employer will contribute on behalf of each full-time equivalent employee a total of fourteen dollars (\$14.00) per calendar week.

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the last payroll period in October. The contributions made by the Employer to the Health and Welfare Trust Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

**C. Non-Grievability**

No dispute over a claim for any benefits extended by this Health and Welfare Trust Fund shall be subject to the grievance procedure established in any collective bargaining Agreement between the Employer and the Union.



D. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Trust Fund. The liability of the Employer shall be limited to the contributions indicated in this Section 2.

## **ARTICLE 19**

### **PROMOTIONS AND FILLING OF VACANCIES**

#### **Section 1. Posting of Vacancies.**

- A. All vacancies in positions subject to this Agreement, when available to be filled as determined by the Employer, shall be posted for not less than ten (10) calendar days. All notices of vacancies at the College shall be posted in at least three (3) conspicuous places and other places as may be mutually agreed upon by the CEO and the Union. Notice of vacancies will be sent to the designated Union official upon posting. Effective thirty days after the execution of this Agreement, the Union will receive job postings at least two (2) working days (excluding holidays, Saturdays and Sundays) prior to posting. This process shall remain in place for eighteen (18) months then expire, unless extended by mutual agreement.
- B. The notice of vacancy shall include the following:
1. Job Title
  2. Grade and/or Salary Range
  3. Application Closing Date
  4. A Description of Duties and Qualifications
    - (a) The notice of vacancy shall include the Commonwealth of Massachusetts Human Resources Division Classification Specification for the vacant position. If a Classification Specification is not attached to the posting, a notice of where the Classification Specification may be obtained at the college shall be listed on the vacancy notice.
    - (b) A statement of duties specific to the vacant position shall be appended to the notice of vacancy. Such statement of specific duties shall fall within the Human Resources Division Classification Specification.
    - (c) All higher education Classification Specifications shall be available at the Board of Higher Education website: [www.mass.edu](http://www.mass.edu)
  5. Hours and Days of Work
  6. Source of Funding
  7. If grant funded, the termination date of the grant, if known.
- C. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed by this Agreement. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

#### **Section 2. Selection.**

Positions shall be awarded at an appropriate time after consideration of all applicants then available in accordance with the following provisions, except where a position is targeted in accordance with the official campus Affirmative Action plan. In the event that the awarding of the position will be later than thirty (30) days after the closing date, the Union shall be notified of the delay.

### Section 3. Criteria.

- A. For the purposes of this Article, promotion shall be defined as an appointment to a position of a higher job grade. A change in job title without a change in job grade shall be considered a lateral appointment and a change in job without a change in job title or job grade shall be considered a lateral transfer.
- B. The following criteria, listed in priority order, shall be used by the CEO in selecting a candidate to fill a vacancy. Each of the criteria will be applied to all candidates for a vacant position.
  - 1. Ability to perform the requirements of the position.
  - 2. Seniority
  - 3. Work History and Performance.
  - 4. Experience in Related Work.
  - 5. Education and/or Training related to the Position.
- C. If, after the application of the criteria set forth in Section 3 (B) above, it is the judgment of the CEO that there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in either bargaining unit who has the most seniority at the college.

### Section 4. Trial Period.

- A. A non-probationary employee who is promoted, laterally appointed or laterally transferred shall serve a three (3) month trial period from the effective date of such promotion, lateral appointment or lateral transfer.
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request in writing to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her return, he/she may file a grievance at the next higher level of the grievance procedure, provided, however, that there shall be at least one formal grievance hearing held at the campus level.
- C. If the employee is not satisfied with the new position, he/she may elect to return to his/her former position within forty-five (45) days after said new appointment.
- D. All appointments made pursuant to this Section 4 shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an appointment pursuant to this Section 4 shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure. An employee who has been promoted pursuant to this Article and whose promotion is overturned by the grievance procedure shall not be terminated but shall return to his/her former position.

### Section 5. Notice of Non-Selection.

Unsuccessful bargaining unit applicants for posted vacancies within the bargaining unit shall, within a reasonable period of time but in any event not later than thirty (30) days after the appointment of an individual to the position, receive a written notice of non-selection. At the employee's written request, he/she will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by a local designated union official. If the employee is not satisfied with the reason(s) for non-selection, he/she may file a grievance at the next higher level of the grievance procedure, provided however, that there shall be at least one formal grievance hearing held at a campus level. Late notice shall not preclude the filing of a grievance for non-selection.

Section 6. Extension of Seniority.

In the case of institute, grant or contract employees, seniority for the purpose of applying for vacant positions shall be extended three (3) months beyond the actual expiration date of the then current funding source.

Section 7. Reduction in Grade.

Any employee in a grade higher than that announced in the vacancy notice may submit an application for the posted vacancy in accordance with the provisions of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.

**ARTICLE 20**  
**LAYOFF AND RECALL**

Section 1.

A. Procedures.

In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.

B. Notice to Union.

In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union in writing twenty eight (28) calendar days prior to the layoff.

C. Meeting with the Union.

Within three (3) working days of management notice to the Union of an impending layoff, management shall meet with the Union and discuss the impact of the layoff on the affected employee(s).

This discussion shall include, but shall not be limited to the following:

1. Availability of similar positions within the same College; and,
2. Availability of training or retraining programs which may be applicable to the affected employees.

D. Notice to Employee.

In the event of an actual layoff, management will notify the affected employees in writing as soon as possible, but not less than fifteen (15) working days in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run one day after the date of the mailing of the notice.

Section 2.

A. Selection for Layoff.

In the event the CEO shall layoff employees because of a reduction in force, layoffs shall be conducted by job classification on the basis of the employee's campus seniority provided the employee retained has the ability to perform the job. In the event of a layoff, within a job classification, probationary employees within that job classification shall be laid off first.

B. Layoff.

In the event an employee is scheduled to be laid off and there exists a vacant position which has been certified for filling in an equal or lower graded classification, upon timely application by the employee, campus seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work in a competent manner.

C. Bumping.

In the event a non-probationary employee is scheduled to be laid off and there exist a position in an equal or lower graded classification which the employee has previously held on campus in a competent manner or if the regular duties of the position are a part of the normal requirements of the employee in his/her present position and which the employee can immediately perform in a competent manner, campus seniority shall prevail in permitting such employees to bump the least senior individual in such classification covered by this Agreement.

Section 3. Recall.

- A. The CEO shall maintain a recall roster from which laid-off employees will be recalled to positions to be filled in accordance with their seniority within classification.
- B. A laid off employee will remain on the recall roster for three (3) years, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) calendar days or three (3) working days, whichever is greater, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days except in emergency situations after the date of acceptance of recall.

Section 4. Seniority.

- A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.
- B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.

Section 5.

This Article shall not apply to employees paid from institute, grant or contract funds. For the purpose of applying for vacant positions, such employees shall retain their seniority for three (3) months after their termination.

Section 6.

Notwithstanding their position on the seniority list, the individuals holding the following positions shall in the event of a layoff continue to be employed at all times, provided they can perform the duties of any available positions;

President  
Vice-President  
Secretary Treasurer  
Recording Secretary

Section 7.

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours per week. The policies currently in effect regarding this section will remain in full force and effect for the life of this Agreement.

Section 8.

In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make reasonable efforts to first lay off JJ Account funded and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

**ARTICLE 21**  
**CONTRACTING OUT**

Within a reasonable time prior to the College contracting out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the CEO and the Union shall discuss the availability of similar positions within the CEO's jurisdiction for which the laid off employee is determined to be qualified and shall discuss the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualification with available, comparable positions.

When such contracting out is contemplated, but prior to its implementation, there shall be established at the campus a Special Labor Management Committee to advise the CEO on the contracting out of personnel services. The Committee shall consist of four persons: two persons designated by the appropriate Union official of the campus and two persons designated by the Chief Personnel Officer. Said Committee shall discuss and within a reasonable time recommend to the CEO procedures and criteria regarding the contracting out of services by the College where such services are of a type traditionally performed by bargaining unit members. The Committee's examination may include, but not be limited to, cost effectiveness, and quality of work and impact on career development.

If contracting out results in the layoff of a member(s) of the bargaining unit, the provisions of Article 20 shall apply.



**ARTICLE 22**  
**OUT OF TITLE WORK**

Section 1. Work in a Lower Classification.

- A. When an employee is assigned by the CEO to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.
- B. An employee who is assigned by the CEO to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

Section 2. Work in a Higher Classification.

- A. Any employee who is assigned by the CEO to a vacant position in a higher grade for five (5) consecutive days or more, shall receive the salary rate at the first step of the higher classification from the first date of the appointment. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation. Whenever any employee is assigned to any vacant higher rated position he/she shall no later than the tenth (10<sup>th</sup>) working day of his/her performance of the higher rated position's duties complete and transmit to his/her supervisor the form attached (Appendix D). The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO who shall thereupon determine whether the work assignment is or is not out of title work. This section shall not apply to an employee assuming the duties of someone on authorized vacation leave of up to ten (10) consecutive workdays.
- B. An employee who is assigned by the CEO to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

**ARTICLE 23**  
**CLASSIFICATION AND RECLASSIFICATION**

Section 1. Class Specifications.

- A. The College shall provide the Union with a copy of the class specification of each title covered by this Agreement for which such a specification exists.
- B. Each employee in the bargaining unit shall be permitted by the College to have access to examine his or her class specification.
- C. The parties to this Agreement acknowledge that the classification structure and the accompanying job specifications have been created by the Commonwealth through its Human Resources Division for the purpose of describing the duties and responsibilities of each job title.
- D. Job Specification Review Committee.
  - 1. The parties to this Agreement acknowledge the need to review existing bargaining unit job specifications in an effort to cause those job specifications to more accurately reflect the duties and responsibilities performed by incumbents of those titles.
  - 2. Accordingly, the parties agree to continue the Job Specification Review Committee to review bargaining unit job specifications and job titles and to seek to appropriately adjust them as the Committee may deem necessary.
  - 3. The Committee shall develop guidelines and procedures for such a review process.
  - 4. Said Committee shall consist of four (4) members representing the Union and four (4) members representing Community and State Colleges and one (1) member representing the Board of Higher Education and shall meet until all job specifications and/or job titles either party believes in need of adjustment have been addressed.
  - 5. The committee mutually agrees to meet as often as necessary to complete said review process.

Section 2. Individual Appeal of Classification.

An employee who seeks a reclassification shall adhere to the following procedure:

- 1. An employee who seeks a reclassification of that position may request an audit of the position on the form attached hereto (Appendix E).
- 2. The employee shall file said form with the Chief Personnel Officer and shall forward a copy of same to the Union.
- 3. The Chief Personnel Officer or designee shall conduct a job audit within ninety (90) working days of receipt of the request.
- 4. Within ten (10) working days of completion of the job audit, the Chief Personnel Officer or designee shall hold a hearing. Nothing shall preclude the appointment of a committee to serve as the designee of the Chief Personnel Officer where it is currently the practice to do so. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the

reclassification. The Union may participate in the hearing if the employee so requests.

5. The Chief Personnel Officer shall make a final determination within thirty (30) working days of the hearing.
6. The decision of the Chief Personnel Officer may be appealed within ten (10) working days to the CEO or designee who shall issue a decision within thirty (30) working days of receipt of the appeal.
7. When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available such reclassification shall be effective on the date of the appeal to the Chief Personnel Officer.
8. When a request for reclassification is denied, the individual may submit within fifteen (15) working days after the CEO's decision, a written appeal to the Chancellor or his/her designee, a copy of which shall be sent to the CEO of the College. Within ten (10) working days after submitting this request for review the individual must submit all of his/her reclassification package to the Chancellor.

The Chancellor shall refer all reclassification appeals to the Board of Higher Education Reclassification Review Committee (hereinafter The Reclassification Committee). The Reclassification Committee shall be comprised of five (5) members as follows: one member, who shall be the Chairperson of the Committee, shall be from the staff of the Board of Higher Education and shall be appointed by the Chancellor; one member shall be an excluded administrator from the Community Colleges who shall be appointed by the Chancellor; one member shall be an excluded administrator from the State Colleges who shall be appointed by the Chancellor; one member shall be from the staff of A.F.S.C.M.E., who shall be appointed by the Union; and, one member shall be a Union official who shall be appointed by the Union. Members of the Reclassification Committee shall not have fixed terms and shall serve at the pleasure of the Chancellor or the Union, respectively.

The Reclassification Committee shall be convened by the Chairperson and meet every other month, unless the members of the Reclassification Committee mutually agree to meet more frequently.

The Chairperson of the Reclassification Committee shall acknowledge receipt of all reclassification appeals filed with the Chancellor and shall notify the CEO of the College that an appeal has been filed. Upon such notification, the CEO of the College shall forward a complete copy of the reclassification record to the Chancellor. A notice of the date, time and location upon which the appeal will be heard by the Reclassification Committee shall be sent in writing to the appellant or his/her representative and to the College at least twenty-one (21) days prior to the scheduled date of such hearing.

Subsequent to the hearing of the appeal, the Reclassification Committee shall meet to discuss the merits of the reclassification. Unless otherwise stated the Reclassification Committee shall complete their review of the merits and make a determination on the day upon which the Committee reviews the appeal, unless additional information and/or time is needed.

All members of the Reclassification Committee are voting members. The final decision of the Reclassification Committee will be binding on all parties.

Efforts shall be made to hear an appeal within sixty (60) working days following receipt of the individual's reclassification package by the Chancellor.

9. The parties agree that the procedure herein provided shall be the sole procedure for reclassification and reallocation of positions and the grievance and arbitration procedures of Article 29 shall not apply.

**ARTICLE 24**  
**CLASS REALLOCATIONS**

Section 1.

Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such reallocation. If, however, the parties are unable to reach agreement, the subject shall not be subject to the grievance procedure.

Section 2.

The Employer and the Union agree that the procedure provided in Section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

**ARTICLE 25**  
**PROFESSIONAL DEVELOPMENT**

Section 1. Tuition Remission.

A. Full-time Employees.

1. Eligibility.

- a. All full-time employees of a State or Community College who are paid from the AA Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see c, d, and e below).
- b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A “dependent child” shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. No employee’s child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee’s child who continues to meet the IRS standards of dependency.
- c. If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the spouse or child may complete such program with tuition remission, provided that enrollment is continuous.
- d. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term “program” as used in this Section D and the above Section C shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor’s degree at a State College or University.
- e. If an eligible employee leaves the employment of public higher education under conditions other than those described in C and D above while a spouse or child may complete the semester already begun, at the end of the semester his/her eligibility for tuition remission terminates.

2. Applicability.

Tuition remission shall be provided to eligible employees, their spouse and dependent children as follows:

- a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College or University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.
  - b. For enrollment in any non-State-supported course or program offered through continuing education, including any community service course or program at any Community College, State College or University, fifty percent (50%) tuition remission shall apply.
  - c. Tuition remission shall apply to non-credit as well as credit-bearing courses.
  - d. Fees charged to unit members, their spouses and children for Day undergraduate courses shall during the period ending on June 30, 2012, not be more than was charged at any Community College or State College on September 1, 2008.
3. Limitations.
- a. Employees (or their spouse or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.), books and supplies.
  - b. Employees (or their spouse or dependent children) must apply for admission and meet all admissions standards for the desired course/program.
  - c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.
  - d. Tuition remission benefits are non-transferable.
  - e. Employees who take a course on their own campus shall be allowed to take such course without payment of fees. This fee waiver does not apply to other payments that represent reimbursements to a college for out-of-pocket expenditures. These excluded expenditures include but are not limited to any costs payable to a third party vendor (which would include payment for any course offered in the name of the college by any such vendor), lab fees, fees for IDs (if necessary), copying charges, fees for items of equipment/materials/supplies or the like, the cost of trips, the cost of personal services rendered on a one-to-one basis (e.g. directed/independent studies), if applicable. It is not the intent of the parties to assess fees to employees for general non-specific overhead expenditures or costs not directly attributable to the employee's course enrollment.
4. Certification Process.
- To qualify for tuition remission, an employee must take the following steps:
- a. Apply for, and be admitted to the desired course/program.
  - b. Complete a "Certificate of Eligibility for System Wide Tuition Remission" (Appendix F) and have it signed by his/her Department Head or Supervisor and by the Chief Personnel Officer of the college at which he/she is employed. If

the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.

- c. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.
  - d. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.
5. Continuation of Existing Benefits.  
The implementation of this policy shall not limit or preclude any tuition remission benefits currently enjoyed by higher education employees under the terms of applicable collective bargaining agreements or personnel policies.
6. Interpretation of this Policy.  
The Chancellor or his designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as he deems appropriate and necessary. No dispute or claim of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.
7. Study Committee on Cost Effectiveness.  
Within one hundred and twenty (120) days of the execution of this Agreement, there shall be established a Joint Committee on the cost effectiveness of extending the fee waiver to the spouse and/or dependent child(ren) of eligible employees at the campus at which they are employed. Said Committee shall review the implications of the expansion of the fee waiver and report their findings to the Chancellor of the Board of Higher Education. Nothing in this section shall prohibit the extension of fee waiver provisions during the term of this Agreement.

B. Part-time Employees.

1. Eligibility.
  - a. All part-time employees who are members of a collective bargaining unit, who are paid from the AA Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part time employees shall be eligible for system-wide tuition remission.
  - b. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitation and IRS dependency standards set forth in the Board's System-Wide Tuition Remission Policy shall apply to children of eligible part-time employees.
2. Applicability.

Tuition remission shall be provided to eligible part time employees, their spouse and dependent children as follows:



- a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College or University, excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.
- b. For enrollment in any non-State course or program offered through continuing education, including any community service course or program, at any Community College, State College or University, twenty-five percent (25%) tuition remission shall apply.
- c. Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the Board's System-Wide Tuition Remission Policy shall be applicable to eligible part-time employees.

### Section 2. Educational Leave.

Full-time employees may, upon application and approval, be granted leave of absence with pay for educational purposes to attend conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

An employee may be allowed to take one (1) course per semester during said employee's regular hours of work. As a consequence of taking a course during regular work hours, an employee's tour of duty shall be adjusted so that in addition to the time during which an employee is released to take such course, said employee will be scheduled for a complete tour of duty. In calculating the tour of duty under such circumstances an employee must take a minimum of thirty (30) minutes as a regular meal break and must include sufficient time, as determined by the Chief Personnel Officer, to travel to and from the work area to the class location.

### Section 3. Board of Higher Education Level Training Committee.

The Employer and the Union agree to establish a Board Level Training Committee for the State and Community Colleges covered by this Agreement. The Committee shall consist of six (6) members appointed by the Board and six (6) members appointed by the Union. In addition, the Chancellor of the Board or designee shall designate the chairperson for management, and the Union shall designate the chairperson for the Union.

Trust Fund employees shall be fully eligible for participation in all training programs established by their respective Committee.

The Committee shall meet at least four (4) times per year unless mutually agreed otherwise. The committee shall determine:

1. The content and priority of training and/or retraining programs;
2. The location (i.e., on-site, regional, statewide) of such programs; and,
3. The criteria for selection of participants.

Funding for local, regional and statewide programs shall be provided by the Board. To maintain the in-service training program, the Employer shall provide a fund of thirty-five dollars (\$35.00) per full-time equivalent employee on the payroll as of July 1, 2005. On July 1, 2006, the Employer shall add to the fund thirty-five dollars (\$35.00) per full-time equivalent employee on the payroll as of said July 1, 2006; and, on July 1, 2007 shall add to the fund thirty-five dollars (\$35.00) per full-time equivalent employee on the payroll as of said July 1, 2007.

Section 4.

The employer recognizes their responsibility to provide orientation/training related to the implementation of new equipment/technology.

Section 5.

The parties agree that should a unit member feel threatened by the content of a mandatory training course or seminar, the course content of such program shall be reviewed by the CEO and subsequent to such review the CEO will discuss his/her findings with the Chief Steward for the unit.

Section 6. Maintenance of Licensure.

The Employer shall reimburse Employees for the maintenance and renewal of licenses and certifications required by the Classification Specification to which they are appointed. Said maintenance and renewal shall include in-service/continuing education required to maintain said licenses. This provision shall not apply to the requirement to have and/or maintain a Class D Massachusetts Drivers' License or equivalent.

## **ARTICLE 26**

### **SAFETY PROCEDURES**

#### **Section 1.**

The Employer shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The College may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

Prior to the promulgation of any such rules and regulations by the College, the CEO shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force at any College on the date of this Agreement.

All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the College. When an employee is injured while at work, the College shall complete and process the standard form for Employer's first report of injury within fourteen (14) days from the filing of said report with a copy to the employee. An Employee shall not suffer any loss of wages or benefits on the day upon which they suffer a work-related injury and seek medical treatment for same.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step IV of the grievance procedure set forth in Article 29 of this Agreement but shall not be processed to Step V thereof.

#### **Section 2.**

There shall be established a committee to be known as the Union/Management Safety Committee at each College. Such committee shall be composed of eight (8) members, four (4) representing the college administration and four (4) representing the Union. Such Committee may reduce their number by mutual agreement. The purpose of the Committee shall be to promote a safe, clean and wholesome environment, the development of safety programs and procedures and shall focus attention on any injuries which have resulted and would serve to alter or revise any such programs or procedures. There shall be at least four (4) meetings of the Committee each year. Additional meetings shall be arranged at the request of either party.

Any health and safety issue which cannot be resolved by the local level Safety Committee may be referred by mutual agreement of both parties to the Board Level Labor/Management Committee for discussion.

### Section 3.

Where uniforms, protective clothing, safety shoes, safety glasses or any type of protective device are necessary and required in the performance of an employee's duties, or where employee's clothing is subject to excessive wear and tear because of chemicals, abrasives, pollutants, etc., and need to be frequently replaced, such uniforms, protective clothing or any type of protective device will be provided by the College.

### Section 4.

1. Employees shall have a First Aid kit available in their work area.
2. No employee shall be required to lift unreasonable weights without adequate assistance.
3. No employee shall be required to operate defective equipment.
4. Where it is currently the practice, at least two (2) employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five (5) or more feet, or when working more than ten (10) feet above the floor or the ground. For other institutions, appropriate precautions (i.e., additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.
5. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.
6. The provisions of all applicable rules, standards, regulations and codes promulgated under the General Laws shall apply to all apparatus, materials, equipment and structures, their installation, maintenance and operation within the College. The College and the Union shall endeavor to conform to such rules, standards, regulations and codes.
7. Employees shall notify the appropriate office of the College (i.e., Office of Employee/Labor Relations or Director of Facilities) prior to notifying any other administrative agency of the Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, a certificate of competency, certificate of registration, or a permit.
8. Employees shall not work in areas, known by management, where toxic, hazardous, or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.
9. The College agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.
10. Employees shall not be assigned excessive or unreasonable workloads.
11. All work shall be performed under safe and sanitary conditions, provided, however, the workforce may be used to correct an unsafe or unsanitary condition.
12. Each College shall endeavor to keep each woman's restroom equipped with a sanitary napkin dispensing machine, which shall be kept supplied, and in working order.
13. Those institutions that currently provide a cot suitably equipped and a chair and/or furnish adequate rest area facilities for the use of employees shall continue to do so.

- The issue of providing an adequate rest area will be a permanent agenda item for the College Safety Committee established by Article 26.
14. The College shall endeavor to eliminate noxious odors.
  15. The First Aid area shall be equipped with a cot and necessary First Aid supplies.
  16. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.
  17. Power tools and saws shall be sharpened by competent individuals.
  18. The College agrees to endeavor to arrange for transportation to a medical facility for any employee requiring medical treatment.
  19. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, including multi-phase systems (e.g. 208 and 440), or noxious gases are present unless he/she is accompanied by one or more other employees.
  20. Except at campuses where it is currently the practice of the custodial force to wash windows on the outside of buildings where it is necessary to use extension ladders, safety belts, boatswain chairs, staging and power lifts, no member of the custodial force shall be required to perform such tasks using said equipment.
  21. With all reasonable speed, areas found to contain friable asbestos-containing materials shall be posted, and all reports of suspected areas of asbestos hazard shall be promptly investigated.
  22. The issue of asbestos generally will be a permanent agenda item for the College Safety Committee established by the terms of Article 26. The Committee shall periodically review standards for adequacy with respect to current research and recommend additions to the standards where shown to be necessary.

#### Section 5.

- A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the Labor/Management Committee as established in Article 32.
- B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.
- C. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the CEO. This request must be in writing to the CEO with verification from the employee's physician.

**ARTICLE 27**  
**PROBATIONARY EMPLOYEES**

**Section 1.**

New employees hired into the bargaining unit shall be considered as probationary employees for the first seven (7) months of their continuous employment. Employees who are hired into the bargaining unit at less than full-time shall be deemed to be probationary employees until they have worked the equivalent of seven (7) months of full time equivalent continuous employment.

**Section 2.**

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of seven (7) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for the interruption.

**Section 3.**

At the completion of the first three (3) months and again at the completion of the first six (6) months, each probationary employee shall be evaluated by his/her supervisor. Such evaluation shall be recorded in writing by the supervisor. The supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the supervisor to discuss the evaluation and recommendation prior to their transmittal to the CEO.

**Section 4.**

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except discipline or discharge for lawful and protected Union activity.

**Section 5.**

An employee whose employment is severed with the College must serve an additional probationary period upon reemployment, whether in the same or a different job title.

**Section 6.**

If, during the probationary period, an employee applies for and receives a lateral transfer, a promotion, or a lateral appointment, the probationary employee shall receive no credit towards satisfaction of the probationary period and shall serve a full probationary period in the new position unless the employee's new position is within the same division as the old position, and the employee serves under the same department head. Nothing contained in this Section shall deny an employee the right to a promotion pursuant to Article 19.

**ARTICLE 28**  
**DISCIPLINARY ACTION**

Section 1.

- A. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged; suspended or demoted for disciplinary reasons without just cause.
- B. The provisions of this Article shall not be applied in an arbitrary or capricious manner. However, in some circumstances, actions or omissions which have resulted or will result in harm to the institution, academic community or members thereof, may require imposition of severe sanctions in the first instance.
- C. Progressive disciplinary actions may include, but are not limited to oral reprimand, written reprimand, suspension with pay, suspension without pay, demotion and discharge.

Section 2.

Just cause may include, but shall not be limited to the following with each discipline being treated on a case-by-case basis:

- A. Willful neglect or non-performance of one or more assigned duties;
- B. Demonstrated incompetence in the performance of one or more assigned duties;
- C. Behavior that seriously interferes with the normal operation of the institution, the department or any members of the workforce;
- D. Insubordination, which shall mean a refusal to carry on a direct order;
- E. Dishonesty in the performance of assigned duties;
- F. Chronic absenteeism or tardiness without reasonable excuse;
- G. Unauthorized possession or use of alcohol or a non-prescribed controlled substance during any period of assigned work;
- H. Institutional theft.

Letters of discipline, which reference the above A through H, shall contain a specific description setting forth the behavior which prompted the imposition of discipline.

## **ARTICLE 29**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement, unless such matters have been specifically excluded from these procedures.

#### **Section 1. Definitions.**

- A. **Grievant** – shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.
- B. **Grievance** – shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement reciting the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested. All grievances must be filed on the official Grievance Form attached as Appendix H.
- C. **Day** – Except as otherwise specifically provided in this Article, “day” shall mean a calendar day.
- D. **Department Head** – for the purpose of this Article, shall mean the person responsible for the department where said violation occurred.

#### **Section 2. General Provisions.**

- A. All grievances must be filed with the Chief Personnel Officer of the College.
- B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step V. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 28 herein, except that a matter involving a claim of anti-union animus may be concurrently processed at the Massachusetts Labor Relations Commission without negative effect on a grievance involving the same matter.



- C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative; provided, however, that the Union representative and/or Steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement. Any employee may request that the Union represent him/her at any Step of the grievance procedure. No other representation shall be permitted. The Union shall notify the Department Head, the Chief Personnel Officer, the CEO and the Chancellor, as the case may require, of the name and the business address of such Union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.
- D. No individual may serve as the designee of the Chief Executive Officer of the Campus at Step III of the grievance procedure if such individual served as the Chief Personnel Officer at Step II of said grievance procedure.
- E. A grievance may be withdrawn at any level.
- F. No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in grievance.
- G. The Board shall establish a fund to be used to pay for costs associated with the administration and implementation of the mediation and dispute resolution process described in the Subsection E of Section 3 of this Article.

Effective July 1, 2009, the employer shall provide to the Fund fourteen dollars (\$14) per full-time equivalent employee per year on the payroll as of each July 1.

### Section 3. Procedures for the Filing of a Grievance.

- A. Initial Filing:  
A grievant shall institute the grievance procedure of this Article by filing with his/her Chief Personnel Officer during the term of this Agreement a written notice that a grievance exists. Such notice must be filed on the grievance form attached as Appendix H. No such notice may be filed more than ten (10) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based.

Within three (3) days after receipt of the grievance, the Chief Personnel Officer shall decide whether to accept said grievance at Step II of the grievance procedure or to remand the grievance to the Step I.

If the Chief Personnel Officer decides to remand the grievance to Step I of the grievance procedure, then, within two (2) days after the conclusion of the three-day decision period, the Chief Personnel Officer shall notify the Department Head and the

grievant of his/her decision to remand the grievance and shall transmit to the Department Head the grievance form and any other materials related to the grievance.

Notwithstanding the above, any grievance concerning the termination of the employment of a unit member shall be forwarded to Step III. In addition, unless mutually agreed otherwise, the Union may initiate arbitration of all termination cases which have been filed at Step IV and which have not been heard or scheduled within a ninety (90) day time frame from date filed.

B. Step I: Department Head (remand only)

If a grievance is remanded to Step I of the grievance procedure by the Chief Personnel Officer, then, within five (5) days after receipt by the Department Head, said Department Head shall meet with the grievant and attempt to resolve the grievance. If, after such meeting, the grievant and Department Head fail to agree upon a resolution of the grievance, the Department Head shall render a written decision within ten days of the said meeting.

C. Step II: Chief Human Resources Officer

Within five (5) days after the expiration of the final time period provided for in Step I, a grievant may elect to proceed to Step II of the grievance procedure.

Within five (5) days of either the decision of the Chief Personnel Officer to retain jurisdiction of a grievance originally filed with said Chief Personnel Officer, or receipt of a Step II grievance, he/she shall arrange to meet with the grievant.

If the grievance is not resolved as a result of such meeting, then within ten (10) days of said meeting the Chief Personnel Officer shall respond in writing.

Said response shall include whether the grievance alleges that a specific provision of the Agreement has been breached, whether the grievance has been filed in a timely manner; and, whether the Agreement has been breached in application to the grievant.

D. Step III: Chief Executive Officer of the Campus or Designee.

If the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step II decision, he/she shall send a notice of his/her appeal to the CEO. The CEO shall meet or arrange to meet within (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall render a written decision within ten (10) days of the date of the meeting.

Although new violations may be identified at this level, no further issues or contract violations may be added subsequent to the close of the hearing at Step III.

E. Step IV. Chancellor of the Board of Higher Education.

If the grievant elects to proceed to this Step, then within ten (10) days of receipt of the Step III decision he/she shall send notice of his/her election to proceed to Step IV to the Chancellor or his designee, a copy of which shall be sent to the CEO of the College.

The Chancellor shall refer all such Step IV grievances received to the Board of Higher Education Grievance Review Committee (hereinafter The Review Committee). The Review Committee shall be comprised of five (5) members as follows: one member, who shall be the Chairperson of the Committee, shall be from the staff of the Board of Higher Education and shall be appointed by the Chancellor; one member shall be an excluded administrator from the Community Colleges who shall be appointed by the Chancellor; one member shall be an excluded administrator from the State Colleges who shall be appointed by the Chancellor; one member shall be from the staff of A.F.S.C.M.E., appointed by the Union; and, one member shall be a Union official appointed by the Union. Members of the Review Committee shall not have fixed terms and shall serve at the pleasure of the Chancellor or the Union, respectively.

The Review Committee shall be convened by the Chairperson and meet every other month, unless the members of the Review Committee mutually agree to meet more frequently. The Chairperson of the Review Committee shall determine the location and both the starting and ending time of all such meetings.

The Chairperson of the Review Committee shall acknowledge receipt of all Step IV grievances filed with the Chancellor and shall notify the CEO of the College that a Step IV grievance has been filed. Upon such notification, the CEO of the College shall forward a complete copy of the grievance record to the Chancellor. A notice of the date and time upon which a grievance will be reviewed by the Review Committee shall be sent in writing to the grievant or his/her representative and to the College at least twenty-one (21) days prior to the scheduled date of any such review.

If the grievant chooses to appear before the Review Committee, the grievant may be accompanied by one other individual whose presence is necessary to present the grievance or by a Union representative. If the grievant chooses not to appear before the Review Committee, the grievant must so notify the Chairperson of the Review Committee in writing at least ten (10) days prior to the scheduled date of such grievance review. Failure to notify the Chairperson in writing and timely shall be grounds for dismissal/denial of the grievance.

In the event that either the grievant and/or his/her representative(s) or the College and/or its representative(s) fails to appear before or cooperate with the Review Committee in the matter of any grievance before it, said Review Committee shall have the authority to resolve any such grievance. Such authority is limited only to the extent that it has been specifically granted by law to either the College or the Board.

Subsequent to review of the grievance with the grievant and the College, the Review Committee shall meet to discuss the merits of the grievance. Unless otherwise stated the Review Committee shall complete their review of the merits of the grievance and

make determinations regarding the grievance on the day upon which the Review Committee reviews the grievance with the grievant and the College.

With the exception of the following, the Review Committee shall not be required to render, and shall not normally render, a written decision upon any grievance reviewed, except however that the Committee may render a written decision if it is necessary to do so.

If the Board of Higher Education Grievance Review Committee is unable to assist the parties in resolving the grievance before it, the Review Committee may, by vote of at least four (4) Review Committee members in favor, and not more than one (1) Review Committee member against, reduce to writing the position of the Review Committee on such grievance and recommendation of the Review Committee regarding the resolution of said grievance. If so, each party to the Agreement, or the parties acting jointly, will be required to submit to the Arbitrator at Step V Arbitration, the position of the Review Committee regarding such grievance.

In the event that the Review Committee is unanimous in its decision (all five (5) members of the Review Committee in full agreement), then, with the exception of terminations and suspension over five (5) days, the Review Committee shall have the same authority to resolve the grievance as an arbitrator at Step V—Arbitration of the grievance procedure. In such instances, the decision of the Review Committee shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction. In all such instances, the Review Arbitrator at paragraph 6, of subsection F, of Section 3, of Article 29.

If appropriate, for a period of fifteen (15) days subsequent to the review by the Review Committee, efforts shall be made to resolve the grievance.

F. Step V. Arbitration.

Within twenty (20) days after the fifteen (15) day period for resolving the grievance at Step IV, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit. If multiple members have filed non-selection grievances for the same position, the Union agrees to forward only one grievance to arbitration. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Board in accordance with the applicable provisions of state law.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by

- the Union. The Union shall give written notice to the Chancellor and CEO that it intends to submit a grievance to arbitration.
3. The Union and the Employer and/or College shall select an arbitrator pursuant to normal American Arbitration Association procedures. Notwithstanding the above, for a period of eighteen (18) months commencing on July 1, 2009 and ending on December 31, 2010, the State College System agrees to utilize The Labor Relations Connection for the purpose of selecting an arbitrator. In all such proceedings the arbitrators selected shall follow normal American Arbitration Association procedures. Prior to December 31, 2010, the parties will confer regarding the appropriateness of continuing the utilization of arbitrators provided by The Labor Relations Connection. In the absence of any agreement to continue such utilization the parties shall convert to the pre-existing practice of utilizing arbitrators assigned by the American Arbitration Association. The Community Colleges may utilize The Labor Relations Connection for an individual case(s) upon the request of the Union and subsequent agreement by the respective Community College.
  4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties prior to the scheduled hearing date.
  5. The Union, Employer and/or College shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.
  6. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:
    - a. Whether the Union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
    - b. Whether the complaint alleges an express breach of the Agreement;
    - c. Whether the arbitrator has jurisdiction to arbitrate; and,
    - d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding. Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend or extend, or revise any term or condition hereof.

The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

7. In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the appropriate College.

#### Section 4. System-wide Grievance.

- A. Whenever either the CEO of the College or the Union is of the opinion that the resolution of a grievance involves an interpretation of the terms of this Agreement and is of system wide applicability, either party may petition the Chancellor to treat such grievance as a system wide grievance.
- B. To initiate such proceedings the Union or the CEO shall within seven (7) days of the expiration of the final time period provided for in Step II, file the grievance with the Chancellor specifying therein the reasons why the grievance should be treated as a system wide grievance.
- C. The Chancellor shall, within fifteen (15) days of filing of such grievance, determine whether or not the grievance shall be treated as a system wide grievance.
- D. If the Chancellor accepts the complaint as a system wide grievance a hearing shall be held and within thirty (30) days of said hearing, he/she shall render a written decision.
- E. Within ten (10) days of receipt of the Chancellor's decision in a system wide grievance, arbitration may be initiated in accordance with Step V of this Article.
- F. If the Chancellor declines to accept the grievance as a system wide grievance, the Union or grievant may, within seven (7) days following receipt of the Chancellor's decision, file the grievance at Step III of the grievance procedure at the College where such grievance is alleged to have occurred.

#### Section 5. Application.

The parties hereby agree that the provisions of Section 53 of Chapter 30 of the General Laws are, in their entirety, hereby rendered of no force and effect in their application to members of the bargaining unit.

#### Section 6. Admission, Grounds of Appeal and Collateral Consequences of a Grievance.

- A. Admission – The resolution of a grievance by the Department Head, the Chief Personnel Officer, the CEO, the Chancellor, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is recognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.
- B. Grounds of Appeal – The Employer and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Section 10, 11 and 12 of the General Laws.

- C. Collateral Consequences of a Grievance – The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member; nor shall such fact be used in making any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the CEO whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the CEO to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

## **ARTICLE 30**

### **OFFICIAL PERSONNEL FILES**

#### **Section 1.**

An employee shall have the right to inspect his/her Official Personnel File during regular business hours upon request and when necessary by appointment, and shall have a right to copy at his/her expense. The Union or a representative thereof, shall have access to an employee's Official Personnel File upon prior written authorization of such employee.

#### **Section 2.**

Whenever any evaluative material is inserted into the Official Personnel File or records of an employee, such employee shall be given a copy of such material on or about the time the material is inserted into the Official Personnel File.

#### **Section 3.**

The parties recognize that detailed medical information that raises an expectation of privacy (such as a specific diagnosis or information about a person's disability) ought not go into the Official Personnel File and should be placed in a separate medical file. Routine information, such as clearance to return to work, may properly be placed in the Official Personnel File.

#### **Section 4.**

- A. The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the Official Personnel File.
- B. Grievances relative to materials in the Official Personnel File shall be limited to those materials which result in a negative action. Upon determination at any step of the grievance procedure that such material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate material, or portion thereof shall be removed from the file, together with any of the employee's statements related thereto.

#### **Section 5.**

Upon written request of the employee, any negative material less than a suspension shall be removed from an employee's personnel record or file after three (3) years.

Upon written request of the employee, any negative material of suspension or greater shall be removed from an employee's personnel record or file after seven (7) years.

#### **Section 6.**

Whenever any individual(s) inspects the Official Personnel File of a unit member, except those who do so in the regular course of business, the date and name of the individual(s) shall be noted in the file.



## **ARTICLE 31**

### **EVALUATION OF EMPLOYEES**

#### **Section 1.**

Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances;
- B. Serve as an important motivational tool and improve the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communications;
- D. Base personnel actions on objective, accurate and fair performance appraisals; and,
- E. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

#### **Section 2.**

With the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and again at the completion of the first five (5) months of probationary service, a performance evaluation of an employee shall be made annually by the supervisor within thirty (30) days prior or subsequent to the anniversary date of initial hire or appointment to present position.

Such evaluation will be recorded in writing on the form attached hereto, as Appendix G and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others; and,
- E. Supervisory ability (if employee supervises others).

#### **Section 3.**

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the

supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

Section 4.

The Chief Personnel Officer shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and evidence or materials submitted in support of such evaluation, in the respective Official Personnel File of each employee.

Section 5.

Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the Chief Personnel Officer at any reasonable time upon prior written notice, or whenever otherwise mutually agreed upon by the Chief Personnel Officer and the employee. An employee shall have the right to file a written statement in response to any such evaluation.

Section 6.

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding sections of this Article, to Step IV of the grievance procedure.

Section 7.

Any provision to the contrary notwithstanding, individuals must be evaluated on the Form attached as Appendix G in order to be eligible for and receive the salary increases due and payable on July 1, 2009, July 1, 2010, and July 1, 2011.

To the extent that an additional evaluation is necessary or required, such evaluation shall not be deemed to alter or amend the normal sequence of evaluations otherwise set forth in the Agreement.

**ARTICLE 32**  
**LABOR/MANAGEMENT COMMITTEE**

Section 1. Board Level.

There shall be established a Committee to be known as the Labor/Management Committee for the State and Community Colleges. The purpose of the Committee shall be to discuss matters of system-wide applicability, which are of mutual concern to the Board and the Union.

Each Committee shall be comprised of six (6) members; three (3) representing the Board and three (3) representing the Union. Such representatives shall be appointed respectively by the Vice Chancellor for Employee Relations of the Board and the Union. In addition, the Vice Chancellor for Employee Relations of the Board shall designate the chairperson for management and the Union shall designate the chairperson for the Union.

There shall be two meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the Board and the Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled meetings. The agenda shall be distributed one (1) week in advance.

It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

Section 2. Campus Level.

There shall be established a Committee at the campus level to be known as the Labor/Management Committee. Such Committee shall be comprised of six (6) members; three (3) representing the campus administration and three (3) representing the local Union. Such representatives shall be appointed respectively by the CEO and the local Union. In addition, the CEO shall designate the chairperson for the local campus administration and the local Union shall designate the chairperson for the Union. The purpose of said Committee shall be to discuss matters of mutual concern to the campus and local Union.

There shall be four (4) meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the local Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter or amend the terms of this Agreement.

**ARTICLE 33**  
**HUMAN RESOURCES/COMPENSATION**  
**MANAGEMENT SYSTEM**

**Section 1.**

All employees covered by the terms and conditions of this Agreement shall be paid on a bi-weekly basis.

**Section 2.**

Salary payments shall be electronically forwarded directly to a bank account or accounts selected by the employee for receipt.

**Section 3.**

To ensure that any of the changes required by HR/CMS are introduced and implemented in the most effective manner, the Union agrees to support the Commonwealth's implementation and accepts such changes to business practices, procedures and functions as are necessary to achieve such implementation (e.g. the change to a bi-weekly payroll system).

**Section 4.**

In the extraordinary event that the Union alleges that an employee can not comply with the agreement relative to electronic transfer due to severe hardship such as an inability to access a bank or financial institution during off hours or there is no ATM available within a reasonable geographic distance from an employees work site or home, the Union shall petition the Human Resource Division of the Commonwealth for a direct deposit Special Exemption, a copy of which shall be sent to the Board.

The Human Resources Division, in concert with the Officer of the State Comptroller shall review the request for the Direct Deposit Special\_Exemption filed by A.F.S.C.M.E. and will notify the Board and the Union of its finding. The parties agree that the provisions of this Article are not grievable or arbitrable.

**Section 5.**

Payment shall be made available to employees as early as possible on Fridays.

**ARTICLE 34**  
**NO STRIKE/NO LOCKOUT**

Section 1.

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or withholding of services of employees.

Section 2.

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

Section 3.

The Employer agrees not to engage in the lockout of unit employees.

### **ARTICLE 35**

#### **COST ITEMS AND APPROPRIATION BY THE GENERAL COURT**

- A. The cost items contained in this Agreement are specifically subjected to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Board, in which case the cost items shall be effective on the dates provided in this Agreement.
- B. All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.
- C. The Board shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event that the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

**ARTICLE 36**  
**SAVINGS CLAUSE**

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties hereto. In such event, the remaining provisions of this Agreement shall remain in full force and effect and the Employer agrees to reopen negotiations on said issue(s).

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 37.

**ARTICLE 37**  
**DURATION AND SIGNATURE PAGE**

This Agreement shall be for the three (3) year period from July 1, 2009 to June 30, 2012 and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2012.

This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

WHEREFORE, cognizant of the covenants entered into on this 23rd day of July, 2009, the Board of Higher Education and the American Federation of State, County and Municipal Employees, AFL-CIO hereby set their signs and seals hereunder.

On behalf of Local 1067 of Council 93  
Of the American Federation of State,  
County and Municipal Employees, AFL-CIO

On behalf of the Board of  
Higher Education

---

Anthony Caso  
AFSCME, Council 93  
Executive Director

---

Richard M. Freeland  
Commissioner

---

Gordon L. Blaquiere  
Coordinator of Higher Education  
Principal Negotiator

---

Peter H. Tsaffaras  
Deputy Commissioner for  
Employee Relations

---

Kevin J. Hanley  
President, Local 1067



**APPENDIX A**  
**REQUEST FOR SUBSTITUTION OF SICK LEAVE**

This form must be completed and submitted no later than ten (10) days after the date for which such substitution is requested.

\_\_\_\_\_  
Name Title

I would like to substitute the following, in lieu of sick time, for the purpose of calculating overtime compensation:

Date absent: Month/Day\_\_\_\_\_ From: \_\_\_\_\_m to \_\_\_\_\_m

Total Overtime Hours Worked:\_\_\_\_\_

**SUBSTITUTION REQUESTED:**

This represents my:

A. Compensatory Time\_\_\_\_\_

First\_\_\_\_\_

B. Holiday Leave\_\_\_\_\_

Second\_\_\_\_\_

C. Personal Leave\_\_\_\_\_

Third\_\_\_\_\_

D. Vacation Leave\_\_\_\_\_

Fourth\*\_\_\_\_\_

Fifth\*\_\_\_\_\_

Request for substitution this fiscal year.

(\*Satisfactory medical evidence must be attached.)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

---

**To be completed by the Chief Personnel Officer and returned to employee.**

Date received by Chief Personnel Officer\_\_\_\_\_

Decision: APPROVED\_\_\_\_\_ for \_\_\_\_\_ Hours of Substitution

DISAPPROVED\_\_\_\_\_ Reason:\_\_\_\_\_

\_\_\_\_\_  
Signature, Chief Personnel Officer

\_\_\_\_\_  
Date

Distribution: Human Resources Office (original), Supervisor (copy), Employee (copy)

**APPENDIX B**  
**REQUEST FOR EXTENSION OF SICK LEAVE**

To be completed by the employee and forwarded to the Chief Executive Officer (CEO) of the College.

NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ JOB GRADE \_\_\_\_\_

DATE OF INITIAL APPOINTMENT AT THE COLLEGE \_\_\_\_\_

TOTAL NUMBER OF WORKING DAYS REQUESTED \_\_\_\_\_

FROM: MONTH \_\_\_\_\_ DAY \_\_\_\_\_

TO: MONTH \_\_\_\_\_ DAY \_\_\_\_\_

WORKING DAYS OFF THE PAYROLL PRIOR TO REQUESTED LEAVE \_\_\_\_\_

FROM: MONTH \_\_\_\_\_ DAY \_\_\_\_\_

TO: MONTH \_\_\_\_\_ DAY \_\_\_\_\_

ATTACHMENT: Statement from a physician indicating the nature of the illness and anticipated date of return to full time duties.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
DATE

---

To be completed by the CEO and returned to the Employee

DATE RECEIVED BY THE CEO \_\_\_\_\_

DATE OF DECISION BY THE CEO \_\_\_\_\_

APPROVED FOR \_\_\_\_\_ DAYS OF EXTENDED  
SICK LEAVE

DISAPPROVED \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF CEO

\_\_\_\_\_  
DATE

cc: Campus Union Official

**Appendix C-1**  
**Schedule of Weekly Salary Rates**  
**Effective December 30, 2007**

<b>Job Group</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>
<b>1</b>	418.72	425.71	432.82	440.06	447.45	454.96	462.59	470.38	478.31	486.39	496.13	506.06	516.17	526.50
<b>2</b>	426.29	433.31	440.42	447.67	455.03	462.56	470.21	477.98	485.91	493.98	503.86	513.95	524.22	534.71
<b>3</b>	432.71	440.58	448.61	456.79	465.14	473.66	482.34	491.19	500.23	509.43	519.63	530.02	540.61	551.43
<b>4</b>	443.88	451.77	459.82	468.01	476.36	484.88	493.56	502.40	511.42	520.62	531.02	541.63	552.47	563.52
<b>5</b>	450.93	459.48	468.18	477.06	486.14	495.38	504.84	514.46	524.31	534.36	545.04	555.94	567.06	578.40
<b>6</b>	465.99	474.55	483.27	492.16	501.24	510.49	519.94	529.55	539.38	549.40	560.39	571.60	583.02	594.69
<b>7</b>	477.11	486.44	495.97	505.71	515.64	525.78	536.13	546.71	557.50	568.52	579.90	591.48	603.31	615.38
<b>8</b>	487.53	497.60	507.90	518.43	529.17	540.20	551.42	562.93	574.67	586.70	598.43	610.40	622.61	635.06
<b>9</b>	504.84	515.84	527.08	538.61	550.40	562.45	574.80	587.44	600.38	613.62	625.89	638.40	651.16	664.18
<b>10</b>	523.18	534.89	546.86	559.14	571.70	584.57	597.75	611.23	625.75	640.75	653.56	666.62	679.95	693.56
<b>11</b>	540.29	553.05	566.12	579.52	593.26	607.36	622.30	638.00	654.09	670.61	684.01	697.70	711.65	725.88
<b>12</b>	562.70	576.12	589.86	603.97	618.72	634.47	650.61	667.13	684.11	701.50	715.53	729.83	744.43	759.32
<b>13</b>	592.40	606.60	621.60	637.46	653.70	670.39	687.47	705.00	722.97	741.40	756.21	771.35	786.77	802.50
<b>14</b>	615.79	633.34	651.38	669.95	689.05	708.69	728.88	749.65	771.02	793.00	808.84	825.02	841.53	858.35
<b>15</b>	646.89	665.93	685.52	705.72	726.47	747.84	769.85	792.50	815.83	839.84	856.65	873.78	891.25	909.07
<b>16</b>	681.87	702.63	723.99	746.03	768.72	792.12	816.23	841.07	866.68	893.05	910.91	929.12	947.70	966.67
<b>17</b>	722.97	744.57	766.79	789.73	813.33	837.63	862.66	888.44	915.00	942.34	961.20	980.43	1000.04	1020.04
<b>18</b>	757.56	780.56	804.26	828.69	853.84	879.78	906.49	934.01	962.36	991.59	1011.43	1031.66	1052.31	1073.35
<b>19</b>	796.77	821.23	846.44	872.42	899.20	926.81	955.27	984.61	1014.82	1045.98	1066.91	1088.24	1110.01	1132.21
<b>20</b>	839.59	864.84	890.88	917.69	945.29	973.76	1003.07	1033.25	1064.38	1096.39	1118.31	1140.68	1163.49	1186.75
<b>21</b>	878.60	905.45	933.13	961.66	991.05	1021.36	1052.59	1084.75	1117.90	1152.09	1175.13	1198.62	1222.60	1247.05
<b>22</b>	922.22	950.60	979.84	1009.99	1041.08	1073.13	1106.17	1140.20	1175.30	1211.46	1235.71	1260.41	1285.63	1311.33
<b>23</b>	969.44	998.65	1028.76	1059.76	1091.68	1124.58	1158.49	1193.41	1229.37	1266.40	1291.75	1317.58	1343.92	1370.80
<b>24</b>	1013.28	1043.88	1075.41	1107.89	1141.38	1175.82	1211.34	1247.95	1285.65	1324.45	1350.94	1377.97	1405.52	1433.62
<b>25</b>	1057.10	1089.22	1122.33	1156.46	1191.62	1227.86	1265.16	1303.65	1343.28	1384.11	1411.77	1440.02	1468.83	1498.20
<b>26</b>	1096.13	1129.65	1164.18	1199.74	1236.44	1274.22	1313.16	1353.29	1394.68	1437.30	1466.06	1495.37	1525.28	1555.79

**Appendix C-2**  
**Schedule of Weekly Salary Rates**  
**Effective July 1, 2009**

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	422.91	429.97	437.15	444.46	451.92	459.51	467.22	475.08	483.09	491.25	501.09	511.12	521.33	531.77
2	430.55	437.64	444.82	452.15	459.58	467.19	474.91	482.76	490.77	498.92	508.90	519.09	529.46	540.06
3	437.04	444.99	453.10	461.36	469.79	478.40	487.16	496.10	505.23	514.52	524.83	535.32	546.02	556.94
4	448.32	456.29	464.42	472.69	481.12	489.73	498.50	507.42	516.53	525.83	536.33	547.05	557.99	569.16
5	455.44	464.07	472.86	481.83	491.00	500.33	509.89	519.60	529.55	539.70	550.49	561.50	572.73	584.18
6	470.65	479.30	488.10	497.08	506.25	515.59	525.14	534.85	544.77	554.89	565.99	577.32	588.85	600.64
7	481.88	491.30	500.93	510.77	520.80	531.04	541.49	552.18	563.08	574.21	585.70	597.39	609.34	621.53
8	492.41	502.58	512.98	523.61	534.46	545.60	556.93	568.56	580.42	592.57	604.41	616.50	628.84	641.41
9	509.89	521.00	532.35	544.00	555.90	568.07	580.55	593.31	606.38	619.76	632.15	644.78	657.67	670.82
10	528.41	540.24	552.33	564.73	577.42	590.42	603.73	617.34	632.01	647.16	660.10	673.29	686.75	700.50
11	545.69	558.58	571.78	585.32	599.19	613.43	628.52	644.38	660.63	677.32	690.85	704.68	718.77	733.14
12	568.33	581.88	595.76	610.01	624.91	640.81	657.12	673.80	690.95	708.52	722.69	737.13	751.87	766.91
13	598.32	612.67	627.82	643.83	660.24	677.09	694.34	712.05	730.20	748.81	763.77	779.06	794.64	810.53
14	621.95	639.67	657.89	676.65	695.94	715.78	736.17	757.15	778.73	800.93	816.93	833.27	849.95	866.93
15	653.36	672.59	692.38	712.78	733.73	755.32	777.55	800.43	823.99	848.24	865.22	882.52	900.16	918.16
16	688.69	709.66	731.23	753.49	776.41	800.04	824.39	849.48	875.35	901.98	920.02	938.41	957.18	976.34
17	730.20	752.02	774.46	797.63	821.46	846.01	871.29	897.32	924.15	951.76	970.81	990.23	1010.04	1030.24
18	765.14	788.37	812.30	836.98	862.38	888.58	915.55	943.35	971.98	1001.51	1021.54	1041.98	1062.83	1084.08
19	804.74	829.44	854.90	881.14	908.19	936.08	964.82	994.46	1024.97	1056.44	1077.58	1099.12	1121.11	1143.53
20	847.99	873.49	899.79	926.87	954.74	983.50	1013.10	1043.58	1075.02	1107.35	1129.49	1152.09	1175.12	1198.62
21	887.39	914.50	942.46	971.28	1000.96	1031.57	1063.12	1095.60	1129.08	1163.61	1186.88	1210.61	1234.83	1259.52
22	931.44	960.11	989.64	1020.09	1051.49	1083.86	1117.23	1151.60	1187.05	1223.57	1248.07	1273.01	1298.49	1324.44
23	979.13	1008.64	1039.05	1070.36	1102.60	1135.83	1170.07	1205.34	1241.66	1279.06	1304.67	1330.76	1357.36	1384.51
24	1023.41	1054.32	1086.16	1118.97	1152.79	1187.58	1223.45	1260.43	1298.51	1337.69	1364.45	1391.75	1419.58	1447.96
25	1067.67	1100.11	1133.55	1168.02	1203.54	1240.14	1277.81	1316.69	1356.71	1397.95	1425.89	1454.42	1483.52	1513.18
26	1107.09	1140.95	1175.82	1211.74	1248.80	1286.96	1326.29	1366.82	1408.63	1451.67	1480.72	1510.32	1540.53	1571.35

**Appendix C-3**  
**Schedule of Weekly Salary Rates**  
**Effective July 1, 2010**

<b>Job Group</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>	<b>Step 12</b>	<b>Step 13</b>	<b>Step 14</b>
<b>1</b>	435.59	442.87	450.26	457.79	465.48	473.29	481.23	489.34	497.59	505.99	516.12	526.45	536.97	547.72
<b>2</b>	443.47	450.77	458.17	465.71	473.37	481.20	489.16	497.24	505.49	513.89	524.17	534.66	545.35	556.26
<b>3</b>	450.15	458.34	466.69	475.20	483.89	492.75	501.78	510.98	520.39	529.96	540.57	551.38	562.40	573.65
<b>4</b>	461.77	469.98	478.35	486.87	495.56	504.42	513.45	522.65	532.03	541.60	552.42	563.46	574.73	586.23
<b>5</b>	469.10	478.00	487.05	496.29	505.73	515.34	525.19	535.19	545.44	555.89	567.01	578.34	589.91	601.71
<b>6</b>	484.77	493.67	502.75	511.99	521.44	531.06	540.89	550.89	561.12	571.54	582.97	594.64	606.52	618.66
<b>7</b>	496.34	506.04	515.96	526.09	536.42	546.97	557.74	568.74	579.97	591.43	603.27	615.32	627.62	640.18
<b>8</b>	507.18	517.65	528.37	539.32	550.50	561.97	573.64	585.62	597.83	610.34	622.55	635.00	647.70	660.65
<b>9</b>	525.19	536.63	548.32	560.32	572.58	585.12	597.96	611.11	624.58	638.35	651.11	664.13	677.40	690.95
<b>10</b>	544.26	556.45	568.90	581.67	594.74	608.13	621.84	635.86	650.97	666.57	679.90	693.48	707.35	721.51
<b>11</b>	562.06	575.34	588.93	602.87	617.17	631.84	647.38	663.71	680.45	697.64	711.58	725.82	740.33	755.13
<b>12</b>	585.38	599.34	613.63	628.31	643.65	660.04	676.83	694.02	711.68	729.77	744.37	759.24	774.43	789.92
<b>13</b>	616.27	631.05	646.65	663.15	680.04	697.41	715.18	733.41	752.11	771.28	786.69	802.44	818.48	834.84
<b>14</b>	640.61	658.86	677.63	696.95	716.82	737.25	758.25	779.86	802.09	824.96	841.44	858.27	875.44	892.94
<b>15</b>	672.96	692.77	713.15	734.16	755.75	777.98	800.87	824.44	848.71	873.69	891.17	908.99	927.17	945.71
<b>16</b>	709.35	730.95	753.17	776.10	799.70	824.04	849.12	874.97	901.61	929.04	947.62	966.56	985.89	1005.63
<b>17</b>	752.11	774.58	797.69	821.56	846.11	871.39	897.43	924.24	951.87	980.32	999.94	1019.94	1040.34	1061.15
<b>18</b>	788.09	812.02	836.67	862.09	888.25	915.24	943.02	971.65	1001.14	1031.55	1052.19	1073.24	1094.72	1116.61
<b>19</b>	828.88	854.33	880.55	907.58	935.44	964.16	993.77	1024.29	1055.72	1088.13	1109.91	1132.10	1154.74	1177.84
<b>20</b>	873.43	899.69	926.78	954.67	983.39	1013.00	1043.49	1074.89	1107.27	1140.57	1163.38	1186.65	1210.38	1234.58
<b>21</b>	914.01	941.94	970.74	1000.41	1030.99	1062.52	1095.01	1128.47	1162.95	1198.52	1222.49	1246.92	1271.87	1297.31
<b>22</b>	959.39	988.91	1019.33	1050.69	1083.04	1116.38	1150.75	1186.15	1222.66	1260.28	1285.51	1311.20	1337.44	1364.18
<b>23</b>	1008.51	1038.90	1070.22	1102.47	1135.67	1169.90	1205.18	1241.50	1278.91	1317.44	1343.81	1370.68	1398.08	1426.04
<b>24</b>	1054.12	1085.95	1118.75	1152.54	1187.38	1223.21	1260.16	1298.24	1337.46	1377.83	1405.38	1433.50	1462.16	1491.39
<b>25</b>	1099.70	1133.12	1167.56	1203.07	1239.64	1277.34	1316.15	1356.19	1397.41	1439.89	1468.66	1498.05	1528.02	1558.58
<b>26</b>	1140.30	1175.17	1211.10	1248.09	1286.27	1325.57	1366.08	1407.83	1450.89	1495.22	1525.14	1555.63	1586.75	1618.49

**Appendix C-4**  
**Schedule of Weekly Salary Rates**  
**Effective July 1, 2011**

Job Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	448.66	456.15	463.77	471.53	479.45	487.49	495.67	504.02	512.51	521.17	531.61	542.25	553.08	564.15
2	456.77	464.30	471.91	479.68	487.57	495.64	503.83	512.16	520.66	529.30	539.89	550.70	561.71	572.95
3	463.65	472.09	480.69	489.45	498.40	507.53	516.83	526.31	536.00	545.86	556.79	567.92	579.27	590.86
4	475.62	484.08	492.70	501.48	510.42	519.55	528.85	538.33	547.99	557.85	568.99	580.36	591.98	603.82
5	483.18	492.34	501.66	511.17	520.90	530.80	540.94	551.25	561.80	572.57	584.02	595.69	607.61	619.76
6	499.31	508.48	517.83	527.35	537.08	546.99	557.12	567.42	577.95	588.69	600.46	612.47	624.71	637.22
7	511.23	521.22	531.44	541.87	552.51	563.38	574.47	585.80	597.37	609.17	621.37	633.78	646.45	659.39
8	522.39	533.18	544.22	555.50	567.01	578.83	590.85	603.18	615.76	628.65	641.22	654.05	667.13	680.47
9	540.94	552.73	564.77	577.13	589.76	602.67	615.90	629.45	643.31	657.50	670.65	684.05	697.72	711.67
10	560.59	573.14	585.97	599.12	612.58	626.37	640.49	654.94	670.50	686.57	700.30	714.29	728.57	743.16
11	578.93	592.60	606.60	620.96	635.68	650.79	666.80	683.62	700.86	718.56	732.92	747.59	762.54	777.79
12	602.94	617.32	632.04	647.16	662.96	679.84	697.13	714.84	733.03	751.66	766.70	782.02	797.66	813.62
13	634.76	649.98	666.05	683.04	700.45	718.33	736.63	755.41	774.67	794.42	810.29	826.51	843.03	859.89
14	659.82	678.63	697.96	717.86	738.32	759.37	781.00	803.26	826.15	849.71	866.68	884.02	901.71	919.73
15	693.15	713.55	734.54	756.19	778.42	801.32	824.90	849.17	874.17	899.90	917.91	936.26	954.98	974.08
16	730.63	752.87	775.76	799.38	823.69	848.76	874.60	901.21	928.66	956.91	976.05	995.56	1015.47	1035.80
17	774.67	797.81	821.62	846.20	871.49	897.53	924.35	951.97	980.43	1009.73	1029.93	1050.54	1071.55	1092.98
18	811.73	836.38	861.77	887.95	914.90	942.69	971.31	1000.80	1031.18	1062.50	1083.76	1105.43	1127.56	1150.10
19	853.75	879.96	906.97	934.81	963.50	993.09	1023.58	1055.02	1087.39	1120.78	1143.20	1166.06	1189.39	1213.17
20	899.63	926.68	954.59	983.31	1012.89	1043.39	1074.80	1107.14	1140.49	1174.79	1198.28	1222.25	1246.69	1271.61
21	941.43	970.20	999.86	1030.43	1061.92	1094.40	1127.86	1162.32	1197.84	1234.47	1259.16	1284.33	1310.03	1336.23
22	988.17	1018.58	1049.91	1082.21	1115.53	1149.87	1185.27	1221.73	1259.34	1298.09	1324.07	1350.54	1377.56	1405.10
23	1038.76	1070.06	1102.33	1135.54	1169.74	1205.00	1241.33	1278.75	1317.28	1356.96	1384.12	1411.80	1440.02	1468.82
24	1085.74	1118.53	1152.31	1187.11	1223.00	1259.90	1297.96	1337.19	1377.59	1419.16	1447.54	1476.51	1506.03	1536.14
25	1132.69	1167.11	1202.59	1239.16	1276.83	1315.66	1355.63	1396.87	1439.34	1483.09	1512.72	1542.99	1573.86	1605.33
26	1174.51	1210.43	1247.43	1285.53	1324.86	1365.34	1407.06	1450.06	1494.41	1540.08	1570.90	1602.30	1634.35	1667.04

**APPENDIX D**

**TEMPORARY WORK ASSIGNMENT REQUEST AND APPROVAL FORM**

This form must be completed by the employee who has been assigned by his/her immediate supervisor to perform the duties of a higher rated position. Submit it to your immediate supervisor no later than the tenth working day of your performance of the duties of the higher rated position.

_____ Name of Employee	_____ Area of Assignment
_____ Employee Number	_____ Title of Present Position
_____ Title of Higher Rated Position to which you have been assigned	_____ Effective Date of Assignment
_____ Signature of Employee	_____ Date of Signature

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**IMMEDIATE SUPERVISOR**

_____ Name of Immediate Supervisor	_____ Area of Responsibility
_____ Date Form Received from Employee	_____ Employee's Present Title
_____ Title of Higher Position Assigned to Employee	_____ Effective Date of Assignment

**APPENDIX D (CON'T)**

**TEMPORARY WORK ASSIGNMENT REQUEST AND APPROVAL FORM**

\_\_\_\_\_  
Previous Incumbent of Position

Reasons for Assignment: \_\_\_\_\_  
\_\_\_\_\_

Anticipated Duration of Assignment: \_\_\_\_\_

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature of Intermediate Supervisor/  
Department Head

\_\_\_\_\_  
Date of Signature

The Immediate Supervisor must forward the Original of this form to the Chief Personnel Officer after obtaining the Signature of the Intermediate Supervisor/ Department Head.

**CHIEF PERSONNEL OFFICER**

APPROVED / DISAPPROVED (Circle One)

\_\_\_\_\_  
Title of Higher Rated Position

\_\_\_\_\_  
Duration of Assignment

Reasons for Approval/Disapproval: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Chief Personnel Officer

\_\_\_\_\_  
Date of Signature

cc: Employee, Immediate Supervisor, Intermediate Supervisor



**APPENDIX E**  
**REQUEST TO APPEAL CLASSIFICATION OF POSITION**

TO: Chief Personnel Officer \_\_\_\_\_  
(Name and College)

FROM: \_\_\_\_\_  
(Name and Title)

SUBJECT: Appeal of Position Classification

DATE: \_\_\_\_\_

I hereby appeal the classification of my position and request a classification audit and evaluation in order to determine whether it is appropriately classified.

I am requesting that my position be changed:

From: \_\_\_\_\_  
(Title and Job Grade)

To: \_\_\_\_\_  
(Title and Job Grade)

**APPENDIX F**  
**CERTIFICATE OF ELIGIBILITY FOR SYSTEMWIDE REMISSION FOR**  
**HIGHER EDUCATION EMPLOYEES**

Before completing this form please read carefully the Board of Higher Education System wide tuition Remission policy for Higher Education Employees to determine if you, your spouse or your dependent child are eligible for tuition remission benefits. After completing the form you must have it signed by both your Department Head and the College's Chief Personnel Officer. You must then submit the form with your tuition bill to the College or University at which you, your spouse or your dependent child are enrolled.

\_\_\_\_\_  
EMPLOYEE'S NAME

\_\_\_\_\_  
EMPLOYEE'S COLLEGE

\_\_\_\_\_  
TITLE AND DEPARTMENT

\_\_\_\_\_  
UNION AFFILIATION

\_\_\_\_\_  
NAME OF INDIVIDUAL USING  
TUITION REMISSION

\_\_\_\_\_  
RELATIONSHIP TO EMPLOYEE  
 \_\_\_\_\_ SELF  
 \_\_\_\_\_ SPOUSE  
 \_\_\_\_\_ DEPENDENT CHILD  
 \_\_\_\_\_ NON-DEPENDENT CHILD\*  
**\*State Colleges only**

NAME OF COLLEGE/UNIVERSITY ATTENDING \_\_\_\_\_

SEMESTER: FALL \_\_\_\_\_ SPRING \_\_\_\_\_ SUMMER \_\_\_\_\_ INTERSESSION \_\_\_\_\_

ENROLLMENT STATUS: FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

EMPLOYMENT STATUS: FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE

\_\_\_\_\_  
DATE

-----  
The individual named above is an employee of this College and meets the eligibility requirements for system wide tuition remission.

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE'S  
HEAD

\_\_\_\_\_  
SIGNATURE OF CHIEF DEPARTMENT  
PERSONNEL OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

This certificate is valid for 120 days after the date of signature by the Chief Personnel officer. A new certificate must be completed for each semester of study. This certificate is not transferable.

**APPENDIX G**

**PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES**

<b>Evaluation Status:</b>	
___ 3 month probationary	
___ 6 month probationary	
___ Annual _____	(year)
___ Other _____	

Name \_\_\_\_\_ Grade \_\_\_\_\_

State Title \_\_\_\_\_

Working Title \_\_\_\_\_

Department \_\_\_\_\_

Anniversary Date in College Service \_\_\_\_\_

Anniversary Date in Working Title \_\_\_\_\_

**PART A.**

<b>DEFINITION FOR RATING TO BE APPLIED:</b>	
<b>COMMENDABLE:</b> Accomplished all goals or performed all tasks and excels in a substantial manner.	<b>NEEDS IMPROVEMENT:</b> Below average performance but improving and potentially acceptable.
<b>ABOVE STANDARD:</b> Performs all tasks above departmental standards;	<b>UNACCEPTABLE:</b> Many goals unrealized or many tasks not performed.
<b>COMPETENT:</b> Average performance; meets departmental standards.	<b>NOT APPLICABLE:</b> Not applicable to job.
<i>Specific examples must be cited in the space provided for comments.</i>	

		COMMENDABLE	ABOVE STANDARD	COMPETENT	NEEDS IMPROVEMENT	UNACCEPTABLE	NOT APPLICABLE
<b>A.1.</b>	<b>QUALITY AND QUANTITY OF WORK:</b>						
A.	Demonstrates knowledge of job						
B.	Performs work with accuracy						
C.	Work is neat and presentable						
D.	Work is thorough						
E.	Organizes work appropriately						
F.	Appropriate amount of work accomplished						

**Supervisor's Comments:**

  
  
  

**Employee's Comments:**

**APPENDIX G**

		COMMENDABLE	ABOVE STANDARD	COMPETENT	NEEDS IMPROVEMENT	UNACCEPTABLE	NOT APPLICABLE
<b>A.2.</b>	<b>WORK HABITS</b>						
A.	Is regular in attendance at work						
B.	Observes established working hours						
C.	Completes work on time						
D.	Demonstrates the ability to work without immediate supervision						
E.	Complies with departmental and College policies						
F.	Complies with instructions, rules and regulations, including health and safety precautions.						

<b>Supervisor's Comments:</b>
<b>Employee's Comments:</b>

		COMMENDABLE	ABOVE STANDARD	COMPETENT	NEEDS IMPROVEMENT	UNACCEPTABLE	NOT APPLICABLE
<b>A.3.</b>	<b>WORK ATTITUDES</b>						
A.	Endeavors to improve work techniques						
B.	Accepts new ideas and procedures						
C.	Accepts constructive criticism and suggestions						
D.	Accepts responsibility						
E.	Exercises Judgement						
F.	Adapts to emergency situations						

<b>Supervisor's Comments:</b>
<b>Employee's Comments:</b>

**APPENDIX G**

		COMMENDABLE	ABOVE STANDARD	COMPETENT	NEEDS IMPROVEMENT	UNACCEPTABLE	NOT APPLICABLE
<b>A.4.</b>	<b>RELATIONSHIPS WITH OTHERS</b>						
A.	Works well with co-workers						
B.	Works well with the public						
C.	Cooperates with supervisors and other staff members						
D.	Observes established channels of communication						

<b>Supervisor's Comments:</b>
<b>Employee's Comments:</b>

<b>A.3.</b>	<b>SUPERVISORY ABILITY (where applicable):</b>						
A.	Demonstrates leadership ability						
B.	Makes timely decisions						
C.	Is fair and impartial in relationship with subordinates						
D.	Trains and instructs subordinates						
E.	Maintains acceptable performance standards among employees						

<b>Supervisor's Comments:</b>
<b>Employee's Comments:</b>

**APPENDIX G**

**Part B.**

**COMMENTS OF DEPARTMENTAL SUPERVISOR WHO PERFORMED THIS EVALUATION**

**Probationary 3 month & 6 month Evaluation**

<b>Recommendation:</b>  <input type="checkbox"/> <b>Retention</b> <input type="checkbox"/> <b>Dismissal</b>
--

**Annual or Other Evaluation**

<b>Recommendation:</b>  <input type="checkbox"/> <b>No Action Required</b> <input type="checkbox"/> <b>Other (Explain/Specify)</b>
---

\_\_\_\_\_  
*Signature and Title of Departmental Supervisor*                      *Date*

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**COMMENTS OF EMPLOYEE:**

\_\_\_\_\_  
*Date of discussion with Supervisor*

\_\_\_\_\_  
*Signature of Employee (Does not imply Agreement or Disagreement with Evaluation)*

**APPENDIX G**

**Part C.**

**COMMENTS OF INTERMEDIATE SUPERVISOR AND/OR PERSONNEL OFFICER  
WHO REVIEWED THIS EVALUATION:**

**Probationary 3 month & 6 month Evaluation**

<b>Recommendation:</b>  <input type="checkbox"/> <b>Retention</b> <input type="checkbox"/> <b>Dismissal</b>
--

**Annual or Other Evaluation**

<b>Recommendation:</b>  <input type="checkbox"/> <b>No Action Required</b> <input type="checkbox"/> <b>Other (Explain/Specify)</b>
---

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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**COMMENTS OF EMPLOYEE:**

\_\_\_\_\_  
*Signature of Employee (Does not imply Agreement or Disagreement with Evaluation)*

\_\_\_\_\_  
*Date*

**APPENDIX H**  
**GRIEVANCE FORM**

**College** \_\_\_\_\_

**Grievance Number:** \_\_\_\_\_

Initially Filed On _____
Step I _____ Filed On _____
Step II _____ Filed On _____
Step III _____ Filed On _____
Step IV _____ Filed On _____
Step V _____ Filed On _____

<b>Grievant(s)</b> _____
_____
<b>Title(s)</b> _____
<b>Filed on behalf of</b> _____
_____

**Statement of Grievance**

Written statement reciting the event or occurrence upon which the alleged grievance is based.  
(Describe what happened.)

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**When and Where Grievance Occurred**

Give date, day, time and location

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**APPENDIX H- continued**

**Specific Provision(s) Breached**

Give contract Article Section and explanation if necessary.

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**Relief or Remedy Sought**

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**Signature of Grievant(s)** \_\_\_\_\_ **Date** \_\_\_\_\_  
Mandatory

**Signature of Union Steward** \_\_\_\_\_ **Date** \_\_\_\_\_  
Optional

**Received by** \_\_\_\_\_ **at Step** \_\_\_\_\_ **on** \_\_\_\_\_

**APPENDIX I**

Classification Titles and Pay Grades

As of July 1, 2009

<i>Pay Grade</i>	<i>Classification Titles</i>	<i>Pay Grade</i>	<i>Classification Titles</i>
5	Facility Service Worker I	11	Baker II Clerk III
6	Clerk I Facility Service Worker II		Dining Hall Supervisor EDP Control Clerk II Launderer III
7	Animal Caretaker I Baker I Dietary Worker I EDP entry Operator I Laboratory Assistant Launderer I Stenographer I		Licensed Practical Nurse I Mail Clerk II Maintainer II Maintenance Worker Nursing Assistant II Offset Duplicating Machine Operator I Photo Technician I Snack Bar Manager Storekeeper II
8	Armorer Chauffeur Clerk II Dining Room Attendant Fabric Worker II Farm Worker I Institution Security Officer I Telephone Operator I Typist I	12	Technical Assistant I Higher Education Telephone Operator II Tree Climber Wastewater Treatment Plant Operator II Word Processing Operator I Bookkeeper II Communication Dispatcher II Cook II
9	Animal Caretaker II Bookkeeper I Dietary Worker II Farm Worker II Institution Security Officer II Maintainer I Nursing Assistant I Senior Textbook Assistant Stable Attendant I		EDP Entry Operator III EDP Tape Librarian Engineering Aide I Floor Covering Installer and Repairer II Instrument Technician Library Assistant II Licensed Practical Nurse II Recreation Facilities Repairer Recreation Facilities Supervisor I Schoolship Repairman
10	Communication Dispatcher I Cook I Dental Assistant EDP Entry Operator II Floor Covering Installer and Repairer I Launderer II Library Assistant II Motor Truck Driver Power Plant Attendant Skilled Laborer Statistical Clerk I Statistical Machine Operator I Stenographer II Trades Worker Typewriter Repairman Typist II		Seaman I Statistical Clerk II Statistical Machine Operator II Student Housing Officer Supervisor of Accommodations Services

\*It is anticipated that the pay grade for this Classification Title will be increased.

**APPENDIX I**  
**Classification Titles and Pay Grades**  
**As of July 1, 2009**

<i>Pay Grade</i>	<i>Classification Titles</i>	<i>Pay Grade</i>	<i>Classification Titles</i>
13	Baker III Campus Police Officer I Before Training* Carpenter I Clerk IV Dietician Draftsman Institution Security Officer III Locksmith Machinist I Mail Clerk III Maintainer III Maintenance Equipment Operator I MasonMetal Worker I Motor Equipment Mechanic I Offset Duplicating Machine Operator II Planning Assistant Receiving Teller I Steam Fireman/Janitor I Stenographer III Storekeeper III Technical Assistant II Higher Education Word Processing Operator II X-Ray Technician I	15	Accountant I Administrative Assistant I Administrative Secretary I Buyer I Campus Police Officer II* Carpenter II Clerk V EDP Programmer I Electronic Computer Operator I Engineering Aide II Institution Security Officer IV Laboratory Technician I Machinist II Maintenance Working Foreman Medical Records Librarian Metal Worker II Motor Equipment Mechanic III Nuclear Engineering Assistant Photographer II Plumber and Steamfitter I Statistician I Storekeeper IV Supervisor of Garage and Motor Pool Technical Assistant III University Police Officer
14	Audiovisual Equipment Tech I Campus Police Officer I* Cook III EDP Programmer I Electrician I Electronic Technician I Graphic Arts Technician I HVAC and Refrigeration Mechanic I Information Officer I Library Assistant III Maintenance Equipment Operator II Maintenance Specialist I Motor Equipment Mechanic II Painter I Receiving Teller II Recreation Facilities Supervisor II Seaman II Sign Painter and Letterer I Steam Fireman Steam Fireman/Janitor II SteamfitterTechnical Specialist I	16	Accountant II Audiovisual Equipment Tech II Clerk VI Construction Estimator Custodial Area Supervisor Design Illustrator EDP Scheduler Electronic Technician II Graphic Arts Technician II Head of Building Maintenance Section Head of Custodial Section Head of Grounds Service Section Librarian I Motor Equipment Mechanic IV Painter II Sewage treatment Plant Operator II Steam Fireman II

\*It is anticipated that the pay grade for this Classification Title will be increased.

**APPENDIX I**  
**Classification Titles and Pay Grades**  
**As of July 1, 2009**

<i>Pay Grade</i>	<i>Classification Titles</i>	<i>Pay Grade</i>	<i>Classification Titles</i>
17	Administrative Assistant II	20	Accountant IV
	Bacteriologist I		Chemist II
	Building Maintenance Supervisor I		EDP Systems Analyst II
	Buyer II		
	Campus Police Officer III*		
	EDP Programmer II	21	Bacteriologist III
	Electrician II		EDP Computer Operations Supervisor
	HVAC and Refrigeration Mechanic II		EDP Programmer IV
	Institution Maintenance Foreman		EDP Systems Analyst II
	Laboratory Technician II		First Class Power Plant Engineer
	Plumber and Steamfitter II		
	Reproduction Service Supervisor	22	Accountant V
	Statistician II		EDP Systems Analyst III
	Third Class Power Plant Engineer		Institution Chief Power Plant Engineer Grade A
	University Police Lieutenant		Institution Chief Power Plant Engineer Grade D
18	Accountant III	23	EDP Systems Analyst III
	Assistant Institutional Chief Power Plant Engineer Grade A		Institution Chief Power Plant Engineer Grade C
	Chemist I	25	EDP Systems Analyst IV
	Civil Engineer I		
	EDP Systems Analyst I		
	Electronic Computer Operator II		
	Engineering Draftsman I		
	Forester		
	Instructional Media Specialist		
	Librarian II		
	Nuclear Model Shop Assistant		
	Personnel Analyst I		
	University Police Sergeant		
	Utility Plant Operator		
19	Assistant Institutional Chief Power Plant Engineer Grade A		
	Assistant Manager Computer Operations		
	Bacteriologist II		
	Building Maintenance Supervisor II		
	Buyer III		
	Campus Police Chief*		
	EDP Programmer III grandfathered		
	EDP Programmer III		
	EDP Systems Analyst I		
	Pharmacist I		
	Second Class Power Plant Engineer		
	Statistician III		

\*It is anticipated that the pay grade for this Classification Title will be increased.

## **APPENDIX J**

### **Alcohol and Controlled Substances Testing Policy for Public Safety Personnel**

#### **PURPOSE OF ALCOHOL AND DRUG TESTING/SCREENING PROGRAM**

The Board of Higher Education's Alcohol and Drug Testing/Screening Program employs five principles as a means to achieve the goals of providing public safety, a workplace free from the effects of alcohol and drug use and to ensure the fair treatment of employees.

The first principle is a commitment by the Board and the Union to fairness in testing, free from undocumented and unsubstantiated instances of ordering an employee to be tested and free from harassment by any supervisor. While only a supervisor can order testing, the parties recognize that all employees have a duty/responsibility to report suspicion abuse of alcohol and/or controlled substances. Where there is a complaint that a supervisor has harassed an employee(s) through the ordering of test(s), said supervisor shall be subject to investigation and possible disciplinary action.

The second principle emphasizes deterrence from the effects of drug use. As such, the Board will make education and training available for all employees regarding the effects of substance abuse on individuals and on the workplace. Supervisors and managers will receive specialized training in detection, early intervention and enforcement. The Union may select representatives to voluntarily attend this specialized training at the Union's expense, depending on space availability.

The third principle is detection. To this end, the Board will employ alcohol and drug testing in post-incident situations, random testing, and testing based on reasonable suspicion. All testing will be done by a laboratory certified under the Federal Department of Health and Human Services Mandatory Guidelines for federal workplace alcohol and drug testing programs.

The fourth principle is treatment and rehabilitation. The Board supports rehabilitation for those employees whose job is in jeopardy yet who sincerely desire rehabilitation services. All employees are encouraged to receive help for alcohol and drug problems through participation in a recognized, certified Rehabilitation Program.

The fifth principle is enforcement, which is essential if deterrence, rehabilitation and detection are to be successful. All employees must be fit for duty, as defined within this program. As required by the Federal Drug-Free Workplace Act of 1988, this Alcohol and Drug Testing/Screening program proactively notifies all employees that the unlawful manufacture, distribution, dispensing, possession and/or use of a controlled substance is strictly prohibited at all times and on institution property and in the conduct of institutional business.

Employees found to be in violation of any of the provisions contained in this Alcohol and Drug Testing/Screening Program shall be subject to discipline in accordance with the disciplinary authority set forth in this Agreement.

## DEFINITIONS

Alcohol – The intoxicating agent in beverage alcohol, ethyl alcohol, methyl, or isopropyl alcohol.

Alcohol Concentration – Also called alcohol content. The alcohol volume of blood as indicated by an evidential blood test.

Alcohol Use – The consumption of any beverage, mixture or preparation, including medication, containing alcohol.

Confirmation Test – In alcohol testing, a second test with a result of 0.04 or greater, that provides a quantitative measurement of alcohol concentration.

Controlled Substances – In this policy, the term drugs and controlled substances are interchangeable and have the same meaning. Unless otherwise provided, in accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.

Public Safety Personnel – All unit members who are campus police officers or Institutional Security Officers assigned to campus police departments at the Community and State Colleges of Massachusetts.

Medical Review Officer (MRO)– A licensed physician (MD or OD) responsible for interpreting lab results from the Alcohol and Drug Testing/Screening Program.

Screening Test – In alcohol testing, the initial test performed to determine if an individual has a prohibited concentration of alcohol in his or her system. In controlled substance testing, a procedure to eliminate negative urine specimens from further consideration.

Substance Abuse – Refers to patterns of alcohol or controlled substance use that result in negative health consequences, impairments in social, psychological, and/or occupational functioning.

Substance Abuse Professional (SAP)– A licensed physician (MD or OD) or a licensed or certified psychologist, social worker, or addiction counselor with experience in the diagnosis and treatment of alcohol and substance problems.

## WHAT ARE THE ALCOHOL AND DRUG PROHIBITIONS?

- A. Alcohol Prohibitions: Public Safety Personnel may NOT report for duty or stay on duty:
- a) With a blood alcohol concentration of 0.04 or greater; or,
  - b) If in possession of alcohol (unless it is being transported as cargo); or,
  - c) Within four hours of using alcohol (if not on standby, no penalty shall result from declining a call-in until at least four hours has passed since the last consumption of alcohol)

Public Safety Personnel who have had an on-duty accident may not use alcohol until initial post-incident investigation is completed or they are released from duty.

Public Safety Personnel who have had an on-duty accident must submit a blood sample for future testing if the incident investigation indicates the employee is at fault or may have been at fault. If the post-incident investigation determines the employee is not at fault, any blood sample provided will be destroyed, except upon written request of the Public Safety Personnel that the sample be tested.

Public Safety Personnel may not refuse to submit to alcohol testing. Refusal shall be considered a positive test.

- B. Drug Prohibitions: Public Safety Personnel may NOT report for duty or stay on duty while using any illegal drug(s), or controlled substance(s), except when said controlled substance has been prescribed by a physician and does not interfere with one's ability to perform the functions of his or her position in a satisfactory manner.

Public Safety Personnel shall not report for or stay on duty if he/she has tested positive for illegal drugs and/or a controlled substance.

Public Safety Personnel who have had an on-duty accident must submit a blood sample for future testing if the incident investigation indicates the employee is at fault or may have been at fault. If the post-incident investigation determines the employee is not at fault, any blood sample provided will be destroyed, except upon written request of the Public Safety Personnel that the sample be tested.

Public Safety Personnel may not refuse to submit to drug testing. Refusal shall be considered a positive test.

## WHAT TESTS ARE REQUIRED AND WHEN WILL I BE TESTED?

There are particular situations where testing of public safety personnel can be done to determine the presence of alcohol and/or drugs:

1. **Post-Incident:** Any public safety personnel shall be subject to an immediate post-incident alcohol and/or drug test when involved in a “critical incident.” A “critical incident” may be defined as:
  - a. The actions of any on-duty employee which results in the death or serious bodily injury of a person by any means; or,
  - b. The operation of a vehicle while on-duty which results in a fatal traffic accident or an accident causing any serious bodily injury or property damage in excess of \$2,500.00; or,
  - c. Where the actions of an on-duty employee causes serious bodily injury or death to a person by the use of a firearm; or,
  - d. Where the actions of an off-duty employee causes serious bodily injury or death to a person by the use of a College provided firearm. Such testing to be conducted as soon as brought to the College’s attention, if possible.
2. **Random:** All public safety personnel shall be subject to unannounced, random testing not more than twice per year, by a process designed to ensure that each public safety employee receives an equal chance of being tested each time selections are made. A public safety employee may be subjected to random testing only one time per year for drugs and one time per year for alcohol. Random testing for alcohol and/or drugs must be done immediately before, during or after performing public safety functions. Random alcohol and/or drug testing can be performed any time the employee is working normally scheduled work (including overtime). Each College President shall designate an individual who will be responsible for notifying selected public safety employees regarding random testing and maintaining all College records pertaining to testing dates/times and results. When the employee is notified that he or she has been selected for random testing, the employee must report immediately to the designated testing site.
  - Alcohol: Up to 15% of all Public Safety Personnel may be randomly tested for alcohol during each year of the testing program
  - Drug: Up to 25% of all Public Safety Personnel may be randomly tested for controlled substances during each year of the testing program.
3. **Reasonable Suspicion:** All unit members shall be subject to an immediate alcohol and/or drug test if reasonable suspicion of alcohol and/or drug use is determined by the employee’s supervisor or other superior officer(s). Appearance, speech, behavior, and body odor are factors in determining reasonable suspicion. Observations by the employer must be made during working hours. Any decision to test based upon reasonable suspicion of alcohol or drug use must be determined by a non-AFSCME supervisor or superior officer who has received specialized training in detection. When practical, efforts shall be made to obtain a second non-AFSCME supervisor or superior officer to confirm reasonable suspicion.



- a. Alcohol testing for reasonable suspicion should take place within two hours of the observation. Test that cannot be done within eight hours of the observation should not be conducted.
  - b. Public Safety Personnel may not report for duty or stay on the job while under the influence of alcohol. The employer will not allow any employee to perform public safety duties until
    - 1) His/her alcohol concentration is less than 0.04 or
    - 2) 24 hours have passed from the time of the initial testing.
  - c. The employer will not take action against a public safety employee covered by this policy regarding alcohol misuse on the job unless an alcohol test was administered.
4. Transfer:
- a. All unit members shall be subject to testing immediately prior to a transfer into a public safety function from another position within the Unit. Any individual who tests positive shall remain in his or her current position and shall not be selected for transfer.
  - b. Public safety personnel who are transferred or promoted within the unit shall not be subjected to additional testing.
  - c. Notification of alcohol and drug testing shall be included in the job posting for public safety positions.

#### WHAT HAPPENS IF I REFUSE TO BE TESTED?

Public Safety Personnel must submit to alcohol and drug testing. If a unit member refuses to be tested, it is considered a positive test result, the consequences of which will be in effect. Refusal to test is defined as any time the employee either fails to provide enough blood for alcohol testing or enough urine for controlled substances testing (without a valid medical excuse) after being notified of the test, or if the employee otherwise obstructs the testing process.

#### HOW IS ALCOHOL TESTING DONE?

Alcohol testing is done by analyzing a blood sample, which is collected in a private location.

- The collection site person collects the blood sample in the employee's presence. The sample is sent to a testing laboratory certified by the DHHS.
- At the laboratory, a screening test is performed on the primary sample. If the reading is less than 0.04 the test will be reported as negative.
- If the employee refuses to be tested or to sign the testing form, the test is considered to be positive and the laboratory will immediately notify the Designated Employer Representative.

## HOW IS DRUG TESTING DONE?

Drug testing is done by analyzing a urine sample, which is collected in a private location.

- In accordance with MGL Chapter 94C, all drug tests will consist of determinations of the presence of five drugs, classes of drugs, or their metabolites: marijuana metabolites, cocaine metabolites, opiates metabolites, phencyclidine (PCP), and amphetamines. In the course of testing, other drugs or their metabolites, as found in MGL Chapter 94C, may be tested for if particular use is suspected. Such other drugs or their metabolites include, but need not be limited to: lysergic acid diethylamide (LSD), methaqualone, barbiturates and benzodiazepines.
- The collection site person divides the urine sample into two containers in the employee's presence. The primary sample is sent to a testing laboratory certified by the DHHS.
- At the laboratory, a screening test is performed on the primary sample. If this test is positive for drugs, a confirmation test is required.
- The confirmation test will be done (on the same sample) using a specialized procedure called gas chromatography/mass spectrometry, to ensure that over-the-counter drugs are not reported as positive.
- If the first test is positive, the Medical Review Officer (MRO) will contact the employee to find out if there is a medical reason for drug use. If the MRO determines a legitimate medical reason, the test may be reported as negative.
- After being notified that the first test was positive, the employee will have 48 hours to contact the MRO and request a test of the split specimen. If the employee does not contact the MRO within 48 hours, but can prove a legitimate reason for not doing so, the MRO may order the split specimen to be tested per request of the employee. The MRO will then notify the designated College Representative of the request for the second test. To ensure objectivity, the split specimen is sent to a different DHHS certified lab for testing. The costs associated with testing a split specimen shall be the responsibility of the employer.
- Removal from public safety duties is required following the first positive drug test. The College must place the employee on paid administrative leave upon notification of the first positive drug test. If the analysis of the split sample does not confirm the presence of a drug, the MRO shall report this to the employer and the employee. In this case any paid leave used or time off the payroll will be restored to the employee.

## WHAT ARE THE CONSEQUENCES OF VIOLATING THE ALCOHOL OR DRUG PROHIBITIONS?

Consistent with the provisions of Article 28 of the Collective Bargaining Agreement, the following consequences will apply:

- A test of less than 0.040 shall not be considered a positive test.

### Positive alcohol tests

#### A. Alcohol tests at or above 0.040 but under 0.060

- If a test for alcohol results in at least 0.040 but less than 0.060, the employee will immediately be sent home without loss of pay on each occasion and receive a “Written Warning”. This warning will be placed in the employee’s personnel file.
- No return to duty test is required for an alcohol test result less than 0.060.

#### B. Alcohol tests at or above 0.060

- First positive: One (1) day unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO).
- Second Positive within three (3) years: ten (10) days unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and Medical Review Officer (MRO).
- Third Positive within three (3) years: thirty (30) days unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and/or Medical Review Officer (MRO).
- Fourth Positive within three (3) years: discharge.
- Return to Duty testing is required for Public Safety Personnel who have tested positive for an alcohol concentration of 0.060 or above before they return to work. MRO and/or SAP authorized return to duty tests will be paid for by the employer.
- Follow-up testing is required after the employee returns to public safety functions. There may be up to six tests during the first year back in a public safety position. Follow –up testing may continue for up to three years.

### Positive drug tests

- First Positive: Five (5) day unpaid suspension. Successful completion of any program as identified by the Substance Abuse Professional (SAP) and Medical Review Officer (MRO).
- Second Positive within three (3) years: discharge.
- Return to Duty testing is required for Public Safety Personnel who have tested positive for illegal drugs and/or controlled substances before they return to work. MRO/SAP authorized return to duty tests will be paid for by the employer.
- Follow-up testing is required after the employee returns to public safety functions. There may be up to six tests during the first year back in a public safety position. Follow –up testing may continue for up to three years.

### General Provisions for Alcohol and Drug Testing

Payment of recommended programs will be covered by the employee’s health insurance according to the terms set forth in the policy, i.e. deductibles and co-payments are the responsibility of the employee.

If an employee has an Adulterated Alcohol/Drug Test (i.e. the specimen had been tampered with by the employee) it will be considered a refusal to test and shall be subject to penalties the same as a positive test.

## WHERE CAN I GO FOR HELP?

This policy requires that the employer provide employees with an opportunity for treatment. Absences from work needed for treatment shall be covered by applicable sick leave and/or FMLA policies and procedures. If an employee violates an alcohol or drug prohibition, the employee must be evaluated by a substance abuse professional to determine what help is needed, and is subject to disciplinary action up to and including termination, as specified above.

## WHEN CAN EMPLOYEE RETURN TO WORK?

Before returning to a public safety position, the employee must:

- Have an alcohol concentration of less than 0.04, or a verified negative drug test, depending on the violation,
- Complete a recommended program of treatment, if any,
- Complete up to six follow-up tests within the first year back to work (follow-up testing may be done for up to three years after return to work.)

## ENFORCEMENT

All supervisors will be expected to enforce the Alcohol and Controlled Substances Testing Policy for Public Safety Personnel consistent with its terms and conditions. However, AFSCME supervisors may not order testing of other AFSCME unit members. Any supervisor found to ignore or disregard the provisions of this policy will be subject to discipline.

## TRANSPORTATION OF EMPLOYEES

If an employee is subject to testing through a post-incident or reasonable suspicion test, the College will transport the employee to the testing site and make transportation available from the testing site to his or her home.

Upon notification of a positive random drug test, if the employee is on-duty, the College will arrange for transportation for the employee to his or her home.

## REFILL OF POSITION

The College reserves the right to refill positions as necessary (on a temporary basis).

## USE OF EMPLOYEES' TIME

Separate from any disciplinary action referenced in this policy, should the employee be required to be out of work as a consequence of a course of treatment required for any violation of this policy, he/she shall first use any and all sick time available to him/her, then any personal days or compensatory time, then any unused vacation time. Any days

necessary after that may be unpaid unless the employee applies for and is approved for Extension of Sick Leave as outlined in Article 12 of the Collective Bargaining Agreement.

**SIGN OFF SHEET**

I have read and/or have had explained to me, the Alcohol and Controlled Substances Testing Policy, as approved by the Board of Higher Education and AFSCME Local 1067.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## MEMORANDUM OF INTERPRETATION – HOLIDAY PAY

It is the intention of the parties that this Memorandum of Interpretation serves as a guide to the implementation of the provisions of Article 14, Section 4. For the purpose of this Memorandum of Interpretation, only uniformed members of the campus police/safety /security department or employees whose duties require a watch in a power plant or similar facility are regularly scheduled to work holidays.

Whenever a holiday falls on a regularly scheduled work day, an employee who typically works on holidays (i.e., Public Safety & Power Plant) shall be compensated at two times his/her normal rate of pay. Employees who do not typically work on a holiday and who are required to work on a holiday shall be compensated at two and one-half times his/her normal rate of pay. In lieu of holiday pay an employee may request compensatory time off within 120 days. An employee may request an extension of up to forty-five (45) days, subject to approval by the CEO.

All overtime earned on a holiday shall be credited as follows: For each hour of overtime worked, the employee shall be compensated at one and one-half hours of overtime pay plus one hour of holiday pay. This will total two and one-half hours of pay for each hour of overtime worked on a holiday. It shall apply to any assigned overtime worked on a holiday, excluding Suffolk County holidays.

Example 1: A Storekeeper works Monday-Friday, 7:30 am – 4:00 pm as a normal work schedule. A holiday falls on Wednesday and the Storekeeper does not report to work. He/She has worked 32 hours for the week.

$$\begin{array}{rcccccc} \text{Regular} & & \text{Holiday} & & \text{OT} & & \text{Total} \\ (32 \times 1) & + & (8 \times 1) & + & 0 & = & 40 \text{ hours} \end{array}$$

Example 2: A Public Safety Officer works Monday-Friday, 8 am – 4 pm as a normal work schedule. A holiday falls on Wednesday. The Public Safety Officer typically works on holidays.

$$\begin{array}{rcccccc} \text{Regular} & & \text{Holiday} & & \text{OT} & & \text{Total} \\ (40 \times 1) & + & (8 \times 1) & + & 0 & = & 48 \text{ hours} \end{array}$$

Example 3. A Storekeeper works Monday-Friday, 7:30 am – 4:00 pm as a normal work schedule. A holiday falls on a Wednesday. The college needs the Storekeeper to work for eight (8) hours on Wednesday.

$$\begin{array}{rcccccc} \text{Regular} & & \text{Holiday} & & \text{OT} & & \text{Total} \\ (32 \times 1) & + & (8 \times 1) & + & (8 \times 1.5) & = & 52 \text{ hours} \end{array}$$

Example 4. A Public Safety Officer works Thursday-Monday, 8 am – 4 pm as a normal work schedule. A holiday falls on a Wednesday. The college needs security coverage on the holiday for eight (8) hours.

$$\begin{array}{rcccccc} \text{Regular} & & \text{Holiday} & & \text{OT} & & \text{Total} \\ (40 \times 1) & + & (8 \times 1) & + & (8 \times 1.5) & = & 60 \text{ hours} \end{array}$$

# MEMORANDUM OF UNDERSTANDING

## WORKER'S COMPENSATION

Whereas the Board of Higher Education (hereinafter the "Board") and Local 1067 of Council 93 of the American Federation of State, County, and Municipal Employees (hereinafter the "Union") are parties to an Agreement (hereinafter the "Agreement") entered into on May 2, 2006; and

Whereas the Agreement is for the period from July 1, 2005 to June 30, 2008; and

Whereas the Agreement is of application to individuals in each of the Community and State Colleges (hereinafter the "College(s)"); and

Whereas the Board and the Union are desirous improving upon their existing harmonious relationship; Now,

THEREFORE, the Board and the Union do hereby agree as follows:

The Board and the Union recognize that, during the course of their negotiations, agreements were reached which provide that an individual may accumulate not more than six months of sick leave and not more than six months of vacation leave while on industrial accident leave.

The Board and the Union further recognize that it has been asserted by others not present at negotiations that the above agreement may violate the provisions of Chapter 152 of the Massachusetts General Laws.

Accordingly, the Board and the Union agree that, during the term of the Agreement, they will seek a legal opinion from the Department of Industrial Accidents as to the legality of the Agreement and, to the extent that said Agreement is permissible under Massachusetts General Laws, the Board and the Union will incorporate the above agreement into the contract.

WHEREFORE, cognizant of the covenants entered into on this 2<sup>nd</sup> day of May, 2006, the parties hereby set their signs and seals hereunder.

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On behalf of Local 1067 of  
Council 93 of American  
Federation of State, County  
And Municipal Employees, AFL-CIO

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On behalf of the Board of  
Higher Education

**SUPPLEMENTAL AGREEMENT  
COVERING  
BARGAINING UNIT MEMBERS  
AT THE  
MASSACHUSETTS MARITIME ACADEMY**

Section A.

Every person who, as a member of the bargaining unit, serves on any annual training cruise pursuant to the provisions of this Agreement, shall, during any such cruise on which he/she does serve, be paid a stipend for each day of the annual training cruise during which he/she does serve on such cruise. The amount of such daily stipend shall be forty-five dollars (\$45.00) effective July 1, 2009; forty-six dollars (\$46.00) effective July 1, 2010; and forty-seven dollars (\$47.00) effective July 1, 2011. No stipend or portions thereof shall be part of the base salary rate of any such person, and every stipend or portion thereof paid to any such person in accordance with the provisions of this Supplemental Agreement shall be paid in addition and as a supplement to any salary or other compensation otherwise payable to such person pursuant to the provisions of this Agreement.

Section B.

Means shall be provided to allow unit members to draw up to one half (1/2) of the cruise stipend prior to commencement of the annual training cruise and to receive the remainder of the cruise stipend upon completion of the annual training cruise. Unit members terminated from the annual training cruise shall, within forty-five (45) days of the completion of the annual training cruise, reimburse the Commonwealth the amount of any stipend or part thereof paid in respect of any stipend received for which services were not rendered.

Section C.

Due to a forced change in work location (i.e., Mass. Maritime Academy), any transportation back to the original work location due to the death or life threatening illness of a spouse or child shall be compensated by the Massachusetts Maritime Academy. Such leave shall be granted at the sole discretion of the Master of the Ship and/or the CEO.

Section D.

When employees are on cruise status or shipyard status, they will be excluded from the Work Week, Work Schedule, and Safety Procedures Articles of this Agreement. Transportation to and from the shipyard and any other present arrangements between the bargaining unit members and the Massachusetts Maritime Academy will continue during the term of this Agreement.



A unit member assigned to the training ship who is assigned shipyard duty or is required to perform assigned duties associated with the acquisition of a training craft or vessel outside of the Commonwealth of Massachusetts for more than fifteen (15) consecutive days shall begin to accrue compensatory time off at the rate of one day off for each three days of work.

Section E.

If an increase in cruise stipend or change in compensatory time off is granted any administrator assigned to the training ship in the three (3) year period from July 1, 2009 to June 30, 2012, the parties to this Agreement, upon the request of one or both of them, will reopen negotiations on the provisions of Section A of this Supplemental Agreement.

**SUPPLEMENTAL AGREEMENT  
COVERING  
PUBLIC SAFETY PERSONNEL**

**SECTION 1 - JOB RELATED TRAINING**

- A. Employees hired or promoted into public safety positions which require the successful completion of a job related training program, and who have entered such training program prior to the end of his/her probationary/trial period as established in Article 19, Section 4, or Article 27, Section 1, shall be covered by the following provisions:
1. The probationary/trial period, as established in Article 19, Section 4, or Article 27, Section 1, shall continue until the completion of the designated training program or the time limits established above, whichever is greater.
  2. For employees who fail to successfully complete the designated training program, the CEO shall have five (5) working days to make a determination regarding the employee's status in accordance with Article 19 or Article 27.
- B. Prior to a change in the type of training required or where a College is instituting a required program, the CEO or designee shall notify the appropriate union official.
- C. Individuals hired or promoted into public safety positions shall be notified, prior to his/her date of hire/promotion, of the type of training required. For Campus Police Officer positions, the position posting for the vacant position shall indicate the type of training required by the College and the possible consequence of the failure to complete such training.

**SECTION 2 - EMPLOYEE OBLIGATION AFTER TRAINING**

Any provision of the Agreement to the contrary notwithstanding, the parties agree that any employee who is hired or promoted into a public safety position, and who is enrolled at the expense of the College in a job related training program shall, as a condition of employment, return to the service of the College for a period of service as set forth below for each month or portion thereof that the employee was enrolled in such job related training program. In default of the completion of such service, he/she will refund to the College an amount equal to such proportion of the salary received by him/her while enrolled in such job related training program as the amount of service not actually rendered bears to the entire amount of service agreed to be rendered.

The period of service to be rendered by the employee enrolled in such a job related training program shall be as follows:

- A. For a training program of eight (8) weeks duration or less there is no obligation for continued service to the College.
- B. For a training program of greater than eight (8) weeks duration but of less time than the training program for Municipal Police Officers conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of \$5,000 or twenty four (24) months of service to the College from the date of graduation from such training is required.
- C. For a training program equivalent to that required for a Municipal Police Officer and conducted by the Massachusetts Criminal Justice Training Council or equivalent sponsoring agency, an obligation of \$7,000 or forty-two (42) months of service to the College from the date of graduation from such training is required.

### **SECTION 3 - ANNUAL TRAINING**

- A. All training required by state law shall be provided at the full expense of the College. When the employee is required to attend training at a time at which he/she is not otherwise scheduled to work, said employee shall be compensated at the rate of time and one-half his/her regular rate of pay for such training.
- B. The employer agrees to make available materials that will permit employees to keep abreast of changes in laws and procedures.
- C. Every uniformed public safety employee who is EMT certified will receive a yearly stipend. Effective July 1, 2009, the stipend shall be six hundred and fifty dollars (\$650.00); effective July 1, 2010, the stipend shall be increased to seven hundred dollars (\$700.00) and effective July 1, 2011, the stipend shall be increased to seven hundred and fifty dollars (\$750.00). This stipend will be payable on the last payroll period in January subsequent to presentation of a valid certificate.

### **SECTION 4 - CLOTHING/EQUIPMENT ALLOWANCE**

- A. Each College shall be responsible for furnishing all required clothing and/or equipment necessary for employment at the campus; or such College shall establish a clothing and equipment allowance for each uniformed public safety employee. Effective July 1, 2009, the allowance shall be seven hundred and fifty dollars (\$750.00); effective July 1, 2010, the allowance shall be increased to eight hundred dollars (\$800.00) and effective July 1, 2011, the allowance shall be increased to eight hundred and fifty dollars (\$850.00). Such allowance shall be per person and shall be for the purpose

of purchasing clothing and equipment required by the campus. The provisions of this section shall not apply to the purchase of handguns. Payment made in accordance with the above shall be to a designated vendor or to the employee upon presentation of proper receipts from a designated vendor.

- B. The College shall provide to each campus police officer who so requests a personal safety (bullet proof) vest. Such vest shall be purchased in the same manner as clothing and equipment. The Union recognizes that it may be necessary to phase in the initial purchase of vests over the term of the Agreement. The College will be cognizant of the manufacturer's recommended replacement date when deciding to make additional purchases. Campus police officers who request that a personal safety (bullet proof) vest be provided to them shall sign a statement indicating that the wearing of any vest so provided is a term and condition of employment.

### **SECTION 5 - SPECIAL STATE POLICE**

Where public safety personnel are warranted as Special State Police Officers in accordance with MGL Chapter 22C, Section 63, the costs of such appointments shall be borne by the College. Each such College will provide each Special State Police Officer with a photo identification card identifying such officer as a Campus/Special State Police Officer for that particular College.

### **SECTION 6 - SAFETY ISSUES**

With respect to Article 26, Safety Procedures, the parties further agree as follows:

- A. Recognizing the need to maintain a safe environment, each Campus shall make reasonable efforts to fill vacancies in the public safety work force.
- B. At the request of either party, the Campus Labor/Management Committee shall meet to discuss the concerns of the public safety personnel. The parties also agree that concerns related to Campus security shall constitute a standing agenda item of the Campus Labor/Management Committee. At Labor/Management or Safety Committee meetings where public safety issues are to be raised, either party may invite a public safety employee to attend such a meeting.

### **SECTION 7 - IMMUNIZATION**

The cost of immunization of public safety personnel against Hepatitis B shall be borne by the College up to a maximum of Two Hundred and Fifty Dollars (\$ 250.00) per individual. The CEO or his/her designee shall make arrangements for such immunizations upon the written request of the individual. Such request shall include a stipulation that the College shall not be held responsible for adverse medical effects resulting from the immunization.

## **SECTION 8 - OFF DUTY INJURIES**

If, on College property (owned by or leased), an off duty public safety employee is injured while carrying out responsibilities as a public safety employee, such employee shall be considered to have been on duty for purposes of worker's compensation.

## **SECTION 9 - COURT APPEARANCES**

The provisions of Article 10, Section 5 shall be applicable to public safety personnel required to appear in court.

## **SECTION 10 - PAID DETAIL**

- A. For the purpose of this section, a detail shall mean a work assignment outside of normal working hours that is paid for by an outside agency or organization which is not an organization or department of the College.
- B. Employees who work paid details shall be compensated at the rate of time and a half (1½) of the maximum step rate of their grade level. There shall be a minimum of four (4) hours pay for each such paid detail.
- C. The College shall require a notice to the College of cancellation of a detail from the requester of the detail at least four (4) hours prior to the time the detail is scheduled to begin. If the requester of the detail fails to notify the College within the above specified limit, any officer assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.
- D. Unless otherwise required by an emergency or unforeseen situation, employees assigned to a paid detail shall be dedicated to such detail until its completion.

## **SECTION 11**

The College agrees that upon the request of the Union, the parties shall meet to discuss and resolve public safety concerns and issues at the campus. Among these issues may be recruitment, retention, safety of personnel assigned to the Public Safety Department and Standard Operating Procedures (SOPs).

## **SECTION 12 - COMMUNICATIONS**

The College shall endeavor to provide a radio or telephone equipment to a public safety employee who is working alone on a shift. Such equipment, when provided, shall be capable of allowing the employee to contact either the local police or other on campus personnel for assistance in an emergency situation.