## 2008 COLLEGE - UNION AGREEMENT

### **BETWEEN**

## WELLESLEY COLLEGE

#### **AND**

# AND SERVICE EMPLOYEES' UNION OF AMERICA

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## 2008 COLLEGE – UNION AGREEMENT

AGREEMENT made as of this 15th day of July 2008 by and between the Independent Maintenance and Service Employees' Union of America (the "Union") and Wellesley College, a Massachusetts corporation (the "College").

# Article 1 Purpose of Agreement

1.1 The purpose of this Agreement is to continue the present good relations among the College, the Union and the employees in the bargaining unit represented by the Union, to promote harmonious conditions of employment and to provide for the continuous and uninterrupted service of the College.

# Article 2 Recognition

#### 2.1 Bargaining Unit.

- (a) The College recognizes the Union as the sole and exclusive bargaining agent for all maintenance and service employees now or hereafter employed by the College in Wellesley, Massachusetts (including, but not limited to, such employees in the job classifications set forth in Schedule A hereto), but excluding all policemen, security employees, heads of houses, supervisory employees, professional employees, technical employees, office employees, clerical employees, teaching employees, faculty and students of the College, casual employees and temporary employees.
- (b) Casual employees shall mean employees who work less than twenty (20) hours per week. Temporary employees shall mean employees who are hired on a temporary basis to work twenty (20) hours or more per week and who do not work for a period longer than thirty (30) consecutive days. If a temporary employee works for a period longer than thirty (30) consecutive days, he then shall become an employee within the bargaining unit. Notwithstanding the foregoing, the College may hire temporary employees to work twenty (20) hours or more per week for a period longer than thirty (30) consecutive days during the period June 1 through August 31 (the "summer period"), provided that such employees shall work only within the classifications of General Service Workers, Storekeepers, Groundsperson, Trades Helper B, Trades Helper C and/ or Custodian. Such temporary employee shall be paid minimum wage rates of no less than \$8.00 for non-tipped employees and \$6.75 for tipped employees and shall not be entitled to fringe benefits except premium pay for overtime or for work on recognized holidays. In the event such employee has worked over thirty (30) consecutive days and remains

- in the employ of the College after August 31, he shall then become an employee within the bargaining unit and the time he spent as a temporary employee shall be counted toward the probationary period hereunder.
- (c) Academic-year employees will be given preference over casual employees and temporary employees for available work during the summer period and the winter term when they would otherwise be on layoff, in the following manner: The College will give all academic-year employees advance notice in writing of all temporary job openings during the summer period or winter term, as the case may be, such notice to include the job title, hourly rate, the scheduled days and hours of work, and the beginning and ending dates of each job opening. Academic-year employees will be given the opportunity to indicate in writing whether they desire to work during the summer period or winter term, as the case may be, and to apply for particular temporary job openings indicating their order of preference. Such job openings will be filled by the College in order of seniority among such applicants who are qualified to perform the job in a satisfactory manner. Casual and temporary employees may be assigned by the College to such job openings that are not filled under the foregoing procedure.
  - (1) Bargaining unit work in the College Club shall be offered to qualified College Club employees, on a rotating basis by seniority, before any casual or temporary employees are offered such work provided that the assignment of this work to employees does not incur overtime payments.
  - (2) In addition, during the summer period, bargaining unit work that has not been distributed pursuant to 2(a) above shall be offered to out of work qualified dining services employees, on a rotating basis by seniority, provided they have received the necessary training and have placed themselves on a monthly "call" list with their contact information and availability. Food and beverage work in the College Club assigned to such dining services employees shall be compensated at the casual wage rate for tipped employees of no less than \$6.75 per hour (plus tips, as applicable).
- (d) On a monthly basis, the College will furnish the Union with the name of each temporary and casual employee on the payroll, his or her title, department, hire date, wage rate, number of hours worked by casual employees in each week of the time period reflected in such reports, termination date, and, for temporary employees, the number of consecutive days worked in the reporting period. In addition, the College will promptly notify the Union when any temporary employee has become an employee within the bargaining unit. Further, on request, such requests to be made no more than twice a calendar year, the College will also furnish to the Union the name, date of hire, wage rate, and job title, of each temporary or casual employee who has worked for a period longer

than thirty (30) consecutive days. Employees in the bargaining unit who are available and qualified for emergency work will be used in preference to temporary or casual employees. However, the supervisor on duty may cover immediate emergencies, for the remainder of the day in which they occur, in the most expedient manner. After the first day, every attempt will be made to call on employees in the bargaining unit who are qualified and who have previously indicated that they are available for additional work. The College will maintain lists of such employees from which to draw upon. In cases when leaves of absence of longer than one (1) week are anticipated, a temporary employee may be assigned for the duration of the leave.

- 2.2 <u>Definitions</u>. Except as otherwise required by the context, the following terms shall, when hereafter used in this Agreement, have the meanings indicated, respectively:
  - (a) "Bargaining unit" shall mean the bargaining unit as defined in Section 2.1.
  - (b) "Employee", whether used alone or as part of another term defined blow, shall mean an employee within the bargaining unit.
  - (c) "<u>Full-time employee</u>" shall mean an employee who regularly works a full-time work week.
  - (d) "<u>Part-time employee</u>" shall mean an employee who regularly works at least twenty (20) hours per week but less than a full-time work week.
  - (e) "Full-year employee" shall mean an employee who is employed on a regular full-year basis.
  - (f) "<u>Academic-year employee</u>" shall mean an employee who is employed on a regular academic-year basis.
  - (g) "Employee engaged in Continuous Services" shall mean a full-year employee engaged in activities or services which the College deems it necessary or desirable, for the safety of life and property and the care and operation of its facilities, to carry on or maintain on weekends and holidays, including the Power Plant, Greenhouses and Laboratories Biological Sciences Department, Wellesley College Club, protection and essential services for College buildings and houses, Golf Course (for the months during which the Course is open for play), Sports Center, and Wang Campus Center College Center.
  - (h) "Continuous employment" shall mean the employee's period of seniority hereunder.
  - (i) "Regular straight-time hourly rate" shall mean the employee's regular straight-time hourly rate of pay for purposes of the Fair Labor Standards Act, including shift differential where such shift differential is applicable in accordance with Section 6.4.

- (j) "His" or "her" and any other masculine or feminine terms refer to both men and women.
- (k) "Working days" shall mean Mondays through Fridays, except for holidays listed in Section 8.1.
- (1) The words "poor attendance list" for the purposes of this agreement shall be used to describe the status of an employee who, because of his/her poor attendance record, has been required to furnish medical proof of illness in accordance with the Excessive Absenteeism section of the Wellesley College Policy and Procedure Manual.
- 2.3 Probationary Period. A new employee or an employee rehired after a termination of his seniority shall be a probationary employee during the first ninety (90) consecutive calendar days of his employment from the date of his most recent hiring, which period shall be his probationary period. However, there shall not be counted toward a probationary employee's ninety (90) day probationary period any time in which he does not work on account of sickness or accident or due to the closing of the College for academic vacations or any time in which he works temporarily during academic vacations in a department other than the department in which he was hired or rehired (although he shall be paid at the applicable wage rate for probationary employees for such work); and at the end of such time his probationary period shall be resumed. During an employee's probationary period, he shall have no seniority rights hereunder and may be discharged at the discretion of the College. The decision of the College in this regard shall not be subject to the grievance procedure or arbitration hereunder. An employee's probationary period may be extended by mutual agreement of the College and the Union. When an employee has completed his probationary period, he shall be added to the seniority list and his seniority date shall be the date of his most recent hiring.

#### 2.4 Guarantee of Positions

(a) For the term of this Agreement, the College will guarantee a minimum number of positions in the bargaining unit as provided in Paragraph (b) below, subject to the conditions set forth below in this Section 2.4. For employees in the guaranteed number of positions, and so long as the Trustees of the College are able, without economic, educational or operating disadvantage to the College, to continue the existing facilities and services of the College as at present operated, the College guarantees 52 weeks of employment (including paid vacations) during the ensuing 12 months for each such full-year employee who has been regularly employed for the preceding 12 months, and guarantees employment for the ensuing academic year (of not less than 33 weeks of work in addition to paid vacations) for each such academic-year employee who has been regularly employed for the preceding academic year. This guarantee is subject to the good behavior of the employee while on the job, to the maintenance of the standards of work as now prescribed by the College and to the maintenance of good standing in the Union.

- (b) It is agreed that the guaranteed minimum number of positions in the bargaining unit under this Section 2.4 shall be 300, provided that, effective on and after June 1, 1971, such number has been and shall be (i) reduced by one (1) whenever any employee who has completed his probationary period leaves the employment of the College by reason of voluntary separation, termination of employment on account of disability, discharge for just cause, retirement or death, and (ii) increased by one (1) whenever any employee completes his probationary period and is added to the seniority list.
- (c) In the event of a catastrophe (such as fire or epidemic or of any other extraordinary event or circumstance which substantially reduces the attendance, the College shall be relieved of its obligations under this Section 2.4 until normal conditions are restored.
- (d) In the event of a reduction of positions under this Article, the College will provide notice to the Union of its decision to eliminate a position or positions currently filled and will arrange to negotiate the implementation of the College's decision and the effects of such decision(s) on the employee(s) who will be affected. Such notice will be given at least 30 business days in advance of the elimination and the parties will meet to negotiate the implementation of the decision and its effects within 5 business days of such notice. Information requested by the Union which is relevant to the College's decision and its effects will be provided in an expedited manner and available prior to the conclusion of the parties' negotiations. In the event of the elimination of positions under Article 2.4, the seniority principle set out in Article 17.4 shall govern.

Unless otherwise agreed during negotiations undertaken pursuant to this Section, the following procedures will apply in the event of a reduction of positions:

(1) Prior to the layoff of any bargaining unit employee, the College will lay off any temporary employees performing substantially similar work within the department affected. In addition, work regularly performed by casual employees in such department shall be reassigned to any bargaining unit employee who would otherwise be laid off if such employee agrees to perform such work, as scheduled, and is qualified to do so. The compensation and benefits of any bargaining unit employee who assumes the assignment, including work schedule, of a casual employee shall be consistent with the provisions of the collective bargaining agreement. If the work assignment(s) assumed is less than 20 hours per week, the employee shall be considered a casual employee within the meaning of Article 2.1(b) and shall remain entitled to the recall provisions of Section 4(e) of this Article. If the work assignment(s) assumed by the employee amounts to more than 20 hours work per week, the employee shall retain his or her bargaining unit status and seniority and shall

- be paid the applicable wage rate and benefits under the collective bargaining agreement for so long as the employee remains in those assignments or assumes another position within the bargaining unit.
- (2) An employee whose position is eliminated under this Article shall have the option of voluntary layoff, transferring into a vacant position for which he/she is qualified and for which there are no bidders with greater seniority, or bumping into the position of a less senior employee for which she or he is qualified.
- (3) Employees whose positions are eliminated and opt for voluntary layoff or for whom there are no other available bargaining unit positions, shall be entitled to:
  - (a) One (1) week of severance pay for each year of employment up to a maximum of ten (10) weeks pay. Employees with more than ten (10) years of service shall receive an additional week's pay for every two (2) additional years of service.
  - (b) Payment by the College for the normal cost of a laid off employee's continued medical/dental coverage under COBRA for the severance paid period. Such payment will be made directly to the employee following his/her election of COBRA continuation coverage. Payments shall be used by the employee exclusively for the payment of insurance premiums which will be billed directly to the employee.
  - (c) Payment of accumulated sick leave;
  - (d) Early retirement benefits without penalty for employees vested in the pension plan if they are 62 or older with any length of service and;
  - (e) Recall to any bargaining unit position in his/her job classification for which she or he is qualified, and for which there are no senior bidders, for a period of one (1) year from the date of layoff, with retention of seniority. Laid off employees shall receive notice of all bargaining unit position vacancies for a period of one (1) year from the date of layoff and shall be considered employees for purposes of Article 18 when bidding for jobs.

## Article 3 Union Security and Dues

3.1. <u>Union Shop</u>. Any employee who is a member of the Union on the effective date of this Agreement shall, as a condition of employment, remain a member of the Union in good standing for the term of this Agreement. Any employee who is not a member of the Union on the effective date of this Agreement shall, as a condition of

employment, become a member of the Union not later than the thirtieth (30th) day following the effective date of this Agreement and thereafter remain a member of the Union in good standing for the term of this Agreement. Any employee hired after the effective date of this Agreement shall, as a condition of employment, become a member of the Union not later than the thirtieth (30th) day following the beginning of his employment and thereafter remain a member of the Union in good standing for the term of this Agreement. If this Agreement should be executed subsequent to its effective date, the words "execution date" shall be substituted for "effective date" in this Section.

- 3.2 <u>Eligibility for Union Membership</u>. The Union agrees not to discriminate against any employee. The Union agrees that all employees will be allowed to become and maintain themselves as members in good standing of the Union in accordance with the Constitution and By-laws of the Union.
- 3.3 <u>Deduction of Dues</u>. The College agrees to deduct weekly from earned wages and to remit to the Union the membership dues and initiation fees, fixed in accordance with the Constitution and By-laws of the Union, of those employees who have individually and voluntarily authorized the College to do so by written assignment in the form attached hereto as Exhibit I. The Union agrees to indemnify the College and hold it harmless from and on account of any claims, demands, suits or other forms of liability that may arise out of or by reason of any deductions of Union dues and initiation fees made by the College and/or the payment of any amounts so deducted to the Union, provided that the Union will not be liable for any legal fees or expenses incurred by the College in connection therewith.

# Article 4 Management

4.1. Subject to the specific provisions of this Agreement, the parties agree that the management and operation of the College and the direction of its working forces including (but not limited to) the rights: to supervise the employees and to assign work to them; to make reasonable rules to assure orderly and effective work; to determine what and where duties will be performed; to determine employee competency; to hire, transfer, promote, demote, lay off and recall employees; to discipline, suspend and discharge employees for just cause; and to discuss terms and conditions of employment directly with new employees and to inform such employees directly concerning employment matters; are vested exclusively in the College. The College agrees that such rights shall not be exercised for the purposes of violating any of the specific provisions of this Agreement or discriminating against any employee because of Union membership or proper Union activity.

# Article 5 **Grievances and Arbitration**

5.1. <u>Grievance Procedure</u>. The representatives of both the College and the Union shall be responsible for making prompt and earnest efforts to adjust grievances between

employees and the College. Except as provided in Section 5.4, all grievances shall be handled in accordance with the following procedure:

Step 1: The Union business agent and/or the aggrieved employee shall take up the grievance with the employee's immediate supervisor. If the action or decision which is the subject of the grievance is that of another supervisor, then such other supervisor shall be substituted for the employee's immediate supervisor in this grievance procedure. If the grievance is not settled within three (3) working days as a result of their discussion, it shall be reduced to writing, signed by the business agent and/or the aggrieved employee and submitted to the immediate supervisor. The written grievance shall explain as specifically as possible the nature of the grievance and refer to any contract provisions involved. The written grievance must be submitted within ten (10) working days following the event on which the grievance is based. The immediate supervisor shall give a written answer within two (2) working days after the written grievance has been submitted to him.

Step 2: If the grievance is not settled in Step 1, the Union shall have the right to appeal to Step 2 by written notice to the College given within ten (10) working days after the immediate supervisor has given his written answer in Step 1. The grievance shall be taken up at a meeting between a representative of the Union and the department head concerned or his designated representative, which shall be held within five (5) working days after having been requested by the Union. The department head or his designated representative shall give a written answer within ten (10) working days after such meeting.

Step 3: If the grievance is not settled in Step 2, the Union shall have the right to appeal to Step 3 by written notice to the College given within ten (10) working days after the department head or his designated representative has given his written answer in Step 2. The grievance shall be taken up at a meeting between the principal officers of the College and the Union, or their designated representatives. Every effort shall be made to hold the meeting within five (5) working days after its having been requested by the Union, but in any event the decision by the College shall be given to the Union in writing within thirty (30) calendar days after such request or twenty (20) calendar days after such meeting, whichever occurs sooner.

With respect to grievances protesting the suspension or discharge of an employee, Step 1 and Step 2 may be omitted and the written grievance may be referred directly to Step 3 by the Union. The College's decision in Step 3 will be given in writing within five (5) working days after the Step 3 meeting. Otherwise such grievances will be handled in the same manner as other grievances. In the event that a suspension or discharge is determined to be without just cause, in either the grievance procedure or arbitration, the employee will be reinstated in good standing with such back pay, if any, for time lost as the equities of the particular case may demand.

Two (2) or more employees may file a group grievance if the circumstances of their cases are substantially the same. If employees filing a group grievance have different immediate supervisors within the same department, Step 1 may be omitted and the written grievance may be referred directly to Step 2. If employees filing a group

grievance are from different departments, Step 1 and Step 2 may be omitted and the written grievance may be referred directly to Step 3. Otherwise such grievances will be handled in the same manner as other grievances.

- 5.2. Arbitration. If the grievance is not settled in Step 3, and unless the matter is excluded from the grievance procedure or arbitration by any provision of this Agreement, then the Union may by written notice to the College demand that the grievance be submitted to arbitration, provided that such written notice is given within thirty (30) calendar days after the College has given its written decision in Step 3. The parties shall attempt to agree upon an arbitrator. If such agreement is not reached within seven (7) calendar days after the Union's written demand for arbitration, the Union may request in writing to the American Arbitration Association that the arbitrator be selected in accordance with the rules then obtaining of that Association applicable to labor arbitrations, provided that such written request is given within sixty (60) calendar days after the College has given its written decision in Step 3. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to change or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.
- 5.3 Pay for Grievance Time. When Steps 1, 2 and 3 of the grievance procedure take place, in whole or in part, during normal working hours, the College will pay for time actually lost from work in attending the grievance meetings during normal working hours by the Union representatives and the employees involved. Such pay will be at the employee's regular straight-time hourly rate. The College shall not be required to pay for time lost in arbitration.
- 5.4 <u>Employees' Right to Present Grievances.</u> Any individual employee or group of employees shall have the right at any time to present grievances to the College and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given an opportunity to be present at such adjustment. Grievances under this Section shall not be subject to the grievance procedure without the consent of the Union. The provisions of Section 5.3 with respect to pay for time lost will also apply to any employee presenting grievances to the College in accordance with this Section 5.4.

## Article 6 Wages

6.1 <u>Schedule A</u>. Schedule of Wage Rates by Job Classifications, which is attached to and made part of this Agreement, sets forth the hourly wage rates in effect during the term of this Agreement for all employees in the bargaining unit.

Except as otherwise required by law, it is agreed that any cost which the College may incur in furnishing any board, lodging, meals or other facilities to any of the employees (and which is not reimbursed to the College by the employees) shall not be included as part of the wages paid to any of the employees.

- 6.2 New or Changed Jobs. If the College should establish a new job classification or make a substantial change in an existing job classification, the College shall give prior notice thereof to the Union. The wage rate for the new or substantially changed job classification shall be determined with due regard to the rates for comparable job classifications in the bargaining unit in order that the equitable rate relationships established by this Agreement for the various job classifications shall be maintained.
- Shift Differentials. A shift differential of four per cent (4%) shall be added to 6.3 the straight-time hourly rates of employees who are regularly assigned to a second shift (meaning a regular shift commencing on or after 1:00 p.m. and before 11:00 p.m. or that ends on or after 8:00 p.m.) for all hours worked on such shift. A shift differential of five per cent (5%) shall be added to the straight-time hourly rates of employees who are regularly assigned to a third shift (meaning a regular shift commencing at or after 11:00 p.m. and before 4:00 a.m.) for all hours worked on such shift. A shift differential of five per cent (5%) shall be added to the straight-time hourly rate of the employee who is regularly assigned to the swing shift in the Power Plant for all hours worked on such shift. When an employee is assigned by the College as a temporary substitute and works the full scheduled shift (or such portion of the shift as the College requires) of an absent employee who is regularly assigned to a second shift or a third shift, he shall receive the applicable shift differential for all hours worked on such shift. Whenever a Food Service employee is called in to work at Wang Campus Center for a p.m. student shift, the employee shall be paid the shift differential. Whenever a food service employee's scheduled shift is temporarily changed, for a period of two (2) weeks or less, for the convenience of the College, the employee shall continue to receive his or her regular shift differential. Such changes do not include the assignment of overtime hours.
  - (a) All current bargaining unit job descriptions shall be available for review in the Human Resources Office.
- 6.4 <u>Wage Scales.</u> All job postings for bargaining unit positions shall reflect the wages currently paid to employees in such positions, including information regarding the opportunity for additional pay for licenses and certifications.
- 6.5 <u>Direct Deposit.</u> Effective July 1, 2009, the wages of all employees shall be paid by direct deposit on the College's regular pay day to the bank account designated by the employee. Prior to that time the College's representatives shall meet with employees who have not opted for direct deposit to address their questions and concerns and, upon request, shall assist employees who must open bank accounts to participate in the direct deposit program.

## Article 7 Hours and Overtime

#### 7.1 Hours of Work.

(a) Work Week Schedules. The normal work week for full-time full-year employees shall be forty (40) hours, consisting of five (5) consecutive days of eight (8) hours each, Monday through Friday, except in the case

of such employees engaged in Continuous Services. The normal work week for full-time academic-year employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each. The current regular work schedules (days and hours of work) including the work schedules in effect during the summer period are regarded as satisfactory by the College and the Union at the time of execution of this Agreement. This shall not limit the College's right to change existing work schedules or to establish new work schedules, provided that such action is not arbitrary or unreasonable. The College shall give the Union at least one (1) week's notice, whenever practicable, and shall consult with the Union, before changing existing work schedules or establishing new work schedules and will not change existing work schedules or establish new work schedules without the consent of the Union unless the Union arbitrarily or unreasonably withholds its consent.

Notwithstanding the foregoing paragraph, during the term of this Agreement the College may make the following limited modifications in work schedules in dining services departments when necessary to meet changing customer requirements and fiscal constraints. Such modifications shall not be made in a manner that establishes split-shift schedules without the consent of the Union nor will management change schedules in any other way that conflicts with the provisions of this Article. The Union reserves the right to grieve the reasonableness of the College's actions.

- (1) If the College determines that it is necessary to change the start and end time of an employee's shift, the College will provide the employee (and the Union) at least 30 days prior notice; if requested by the Union, the parties shall meet to discuss the proposed changes within thirty days of providing the notice; the employee's base pay will not be affected by the change; the start and end of their shifts will not change more than two hours earlier or later; and the change will be neither arbitrary nor unreasonable. Under no circumstances will the start and end time of an employee's shift change more than once in an academic year without the Union's consent.
- (2) If, in order to staff a College Club event that, in any week, falls on an employee's regularly scheduled day off, the College determines that it is necessary to change an employee's day off for that week, the College will provide the employee (and the Union) at least three weeks' prior notice. No College Club employee shall be required to change his/her day off for more than fifteen (15) events in any twelve month period. In other dining services departments, the current practice shall continue with regard to occasional changes in employees' days off to work special events. No other changes in days off shall be made without the consent of the Union.
- (3) The College will consult with affected employees about how changes in their work schedules will be implemented within thirty

days of providing the notice. In the event that a permanent schedule change would result in an unreasonable hardship for the affected employee, the parties will endeavor to work out an accommodation which may include but not be limited to a delay in the schedule change for the employee. The College reserves the right to request documentation of an employee's claim of unreasonable hardship. If efforts to work out an accommodation are not successful, the employee will be permitted bumping rights and his/her position will be posted for job bids.

(4) Time arranged for eating meals is not included in the work week, except that the College may assign employees on the second or third shifts to a thirty (30) minute paid lunch period (in lieu of an unpaid lunch period) during which they may not leave the campus, but they shall receive no coffee break. Time used for changing from or into uniforms is not included in the work week, unless a change is necessary at periods other than the beginning and end of the work day.

The changes in schedules covered by this Article do not include changing positions to a nine month or twelve month schedule.

- (b) <u>Coffee</u>. A coffee break of ten (10) minutes shall be given on College time between 9:00 a.m. and 11:00 a.m. at a time and place arranged by the supervisor in charge. Additional time off for this purpose shall be deductible as lost time. Forfeiture of the time allowed shall not entitle the employee to compensatory time off or leave.
- (c) Power Plant. Employees working in the Power Plant on a straight eight (8)-hour shift shall report at such time as to be ready for work at the time their shift begins and shall not absent themselves from duty until relieved or directed to leave. Interruptions for lunch and for coffee shall not total more than forty (40) minutes in the 8-hour shift, and in no case during such interruptions shall employees leave the plant without proper and required attendance. All work assignments in any job classification in the Power Plant may be rotated, or periodically reassigned, among the licensed Power Plant personnel.
- (d) <u>Payroll Week</u>. The payroll week for all employees shall consist of seven (7) consecutive calendar days of twenty-four (24) hours each, commencing at 12:01 a.m. Sunday, unless and until some other payroll week shall be designated by the College.
- (e) Evening Meal Break. An employee regularly assigned to a shift that ends on or after 8:00 p.m. shall be given a one-half (½) hour paid meal break.
- (f) <u>Emergency Closings</u>. Employees shall be notified by the College prior to the first day of classes each fall of which operations are deemed es-

sential by the College. Copies of said notices shall be provided to the Union's business agent. Changes in the College's definition of essential operations shall be communicated to employees and to the Union as soon as practicable. In the event that the College closes due to inclement weather or other emergency conditions, employees in operations deemed essential by the College are expected to report to work unless otherwise advised by their supervisors or unless doing so involves unreasonable hardship or risk. Employees in operations deemed essential by the College who do report to work, as well as employees who do not work in operations deemed essential but who nonetheless are called in to work during an emergency closing, will be paid at the rate of two and one-half (2 ½) times their regular rate of pay for hours actually worked. Employees who are not expected to report to work will receive their regular straight-time pay. Employees who are expected to report to work but cannot do so because of unreasonable hardship or risk may use any accumulated unused vacation or paid personal days. Employees who are expected to report to work but cannot do so because of a declared state of emergency will receive their regular straight-time pay.

(g) Grounds and Motor Pool Schedule. The College will endeavor to schedule Grounds, Motor Pool and Trades Shop employees to work four (4) ten-hour workdays during the summer session. The College will also consider other summer schedule modifications in these departments, that total 40 hours per week, as proposed by the Union. The schedule changes made under this Article shall be at the discretion of the supervisor.

#### 7.2 Overtime.

- (a) Overtime Pay. Time and one-half (1 ½) the regular straight-time hourly rate will be paid for all hours worked in excess of eight (8) hours per work day or forty (40) hours per work week. Power plant employees required to work eight hours or more after their shift ends because of the unexpected absence of another power plant employee shall be paid time and one half their regular straight time hourly rate for the first four hours of overtime and double their hourly rate for all subsequent hours, provided that the established protocol for shift coverage has been followed. Paid sick leave, paid personal days, paid vacation, funeral leave, compensable accident, jury duty, military duty, and holidays for which the employee receives holiday pay and which are observed during the employee's regularly scheduled work week shall be counted as regular hours worked in computing weekly overtime.
- (b) No Pyramiding. There shall be no pyramiding of any overtime or premium pay for the same work. When work falls within two (2) or more overtime or premium pay classifications (whether required by law or by the terms of this Agreement) only the highest single overtime or premium rate shall be paid.

- (c) Allocation of Overtime. Insofar as practicable, overtime shall be allotted equally among the employees in the particular classification affected within the department affected, subject to the ability of such employees to perform the required work. Records showing overtime worked in a department will be kept in the department office and may be reviewed at reasonable times by employees and the Union Business Agent. The College shall not be required to offer an employee overtime work during the seven (7) calendar days following paid sick leave taken by an employee who is on the "poor attendance" list, unpaid sick leave, or unpaid personal leave. An academic-year employee may be required by the College to work overtime on any work day of the employee (as distinguished from a day off of the employee) provided that (i) such overtime work is performed in the same kitchen, (ii) such overtime work is performed in an area outside of the employee's assigned unit in order to facilitate a special event, (iii) such overtime work is not to replace a student of the College who fails to work as scheduled and (iv) such required overtime work shall not exceed eight (8) hours in any payroll week unless additional required overtime is justified by extraordinary circumstances.
- (d) Overtime in the dining services department shall be offered to all qualified bargaining unit employees if the process for allocating overtime under Article 7.2(c) does not yield sufficient volunteers.
- 7.3 Reporting Late or Leaving Work. Employees reporting for work later than the hour for starting shall report to the supervisor in charge or other authorized person before going on duty. No employee shall leave his job without the prior permission of an authorized person. Any employee who deliberately and intentionally walks off his job without permission will no longer be considered an employee of the College.
- 7.4 <u>Call-In Pay.</u> An employee shall be paid a minimum of four (4) hours' pay at the rate of time and one-half (1 ½) his regular straight-time hourly rate for emergency "call-ins", except that such minimum will be three (3) hours' pay at the rate of time and one-half (1 ½) the employee's regular straight-time hourly rate if the employee is called in at any time between 6:00 a.m. and 7:30 a.m. on any day. A "call-in" as used herein means that the employee, outside of his regularly scheduled hours, is summoned to work in an emergency and does any work assigned to him. This Section does not apply to planned overtime, of which the employee is given advance notice.
- 7.5 Work by Supervisory Staff. Work normally performed by bargaining unit employees may also be performed by supervisory staff only when necessary for the purposes of training, orientation, demonstration, or to fill urgent staffing needs when unforeseen staff shortages occur after the start of a shift and efforts to call in additional bargaining unit employees are unsuccessful or, because of timing, unfeasible. Such work performed by supervisors will not be performed with the intent to deny bargaining unit employees opportunities for extra hours and/or overtime or to avoid the assignment of additional bargaining unit staff.

## Article 8 <u>Holidays and Holiday Pay</u>

8.1 (a) Recognized Holidays. The following shall be recognized as paid holidays for full-year employees:

New Year's Day
Martin Luther King, Jr. Day
President's Birthday

Labor Day
Columbus Day
Thanksgiving

Patriots' Day The Day After Thanksgiving

Memorial Day Christmas

Independence Day

Each such holiday shall be observed on the day provided for its observance by applicable law, except that, if a recognized holiday falls on a Saturday, it shall be observed instead on the preceding Friday, and if a recognized holiday falls on a Sunday, it shall be observed instead on the following Monday.

8.1 (b) The following shall be recognized as paid holidays for academic-year employees:

Memorial Day Thanksgiving

Labor Day Day after Thanksgiving

Columbus Day

- 8.2 <u>Eligibility Requirements</u>. In order to be entitled to holiday pay, an employee must have worked his full hours as scheduled on his last scheduled working day before the holiday and his next scheduled working day after the holiday, unless his failure to work on such day or days was excused because of (i) paid sick leave, paid personal day, funeral leave, jury duty or earned vacation, (ii) absence on account of military duty or compensable accident which had not exceeded thirty (30) calendar days at the time of the holiday, or (iii) other absence excused by the College which had not exceeded three (3) working days at the time of the holiday. For the purpose of determining eligibility under this Section, an absent employee shall be considered to be scheduled to work before and after the holiday in accordance with the schedule then or most recently applicable to him.
- 8.3 <u>Application of Holiday Pay</u>. Full-year employees shall receive eleven (11) days of holiday pay per year, whether the holiday falls within their regularly scheduled work week or on one (1) of their regular days off. The provisions of this Section are subject to the requirements of Section 8.2.
- 8.4 <u>Computation of Holiday Pay.</u> A day of holiday pay for full-time full-year or full-time academic year employees shall be equal to eight (8) hours multiplied by the employee's regular straight-time hourly rate. A day of holiday pay for part-time full-year employees or part-time academic year employees shall be equal to one-fifth (1/5) of the number of hours per week which the employee regularly works (rounded to the nearest hour) multiplied by the employee's regular straight-time hourly rate.

- 8.5 Pay for Holiday. Full-year and academic year employees who are required to work on a holiday listed in Section 8.1 (a) or Section 8.1 (b) shall be paid for hours actually worked on such holiday at time and one-half (1 ½), in addition to their holiday pay. If such full-time employees not engaged in Continuous Services are called back for emergency work between the hours of 5:00 p.m. on December 24 and 12:00 midnight on December 25, they shall receive overtime at double their regular hourly rates of pay for any hours worked.
- 8.6. <u>Special Time Off at Christmas</u>. Time off will be granted to full-year employees on the days preceding or following Christmas as indicated below according to the day of the week on which Christmas is legally observed.

Christmas Observed on	Time off
Monday	1/2 day on preceding Friday
Tuesday	1 day: preceding Monday
Wednesday	1 day: preceding Tuesday
Thursday	1 day: following Friday
Friday	1 day: preceding Thursday
Saturday	1 day: preceding Friday

Under unusual conditions the College may provide such time off on other days than as specified above in a particular year, provided that written notice thereof is given to the Union on or before December 1 of such year. Each such employee will receive his straight-time pay for his regularly scheduled hours (not including any overtime hours) which he would otherwise have worked except for such time off. If such employee is required to work during such time-off period in order to continue essential services or provide for emergency needs, he shall be paid for such hours actually worked at straight-time, in addition to the time-off pay provided in the preceding sentence.

# Article 9 Vacations and Vacation Pay

9.1 <u>Full-Year Employees</u>. Full-year employees who have completed their probationary period in the employ of the College on July 1 of any contract year, hereinafter called the "eligibility date", shall receive vacations and vacation pay in accordance with their continuous employment as of July 1, as follows:

Continuous Employment as of July 1	Amount of Vacation and Vacation Pay
Less than 1 year	5/6 day for each month worked (including a remaining fraction of a month consisting of 15 days or more)
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 20 years	4 weeks
20 years and over	5 weeks.

A full-year employee who as of July 1 is within sixteen (16) days of attaining 1 year, 5 years, 10 years or 20 years of continuous employment shall be deemed, for the purpose of this Section, to have attained 1 year, 5 years, 10 years or 20 years, as the case may be, of continuous employment as of July 1.

- 9.2 <u>Academic-Year Employees</u>. Academic year employees who have completed their probationary period shall receive vacations and vacation pay in accordance with their continuous employment as follows:
  - (a) An employee, during the first academic year of such continuous employment, shall receive one and one-half (1-1/2) days of vacation and vacation pay for each month worked (including a remaining fraction of a month consisting of 15 days or more), provided that, if he commences work in September and continues to work until the end of the academic year in June, he shall receive three (3) weeks of vacation and vacation pay. Such vacation pay shall be paid as follows: the amount thus accrued (but not over one week) at Christmas vacation, the amount thus accrued (but not over one week) in the spring, and the balance at the end of the academic year in June.
  - (b) An employee, during the second, third, fourth and fifth academic years of such continuous employment, shall receive three (3) weeks of vacation and vacation pay as follows: one (1) week at Christmas vacation, one (1) week in the spring and one (1) week at the end of the academic year in June. Alternatively, the employee may elect to schedule up to five (5) days of accrued paid vacation at some other time during the academic year, so long as he/she schedules it in advance with the prior written approval of his/her supervisor.
  - (c) An employee, during the sixth, seventh, eighth, ninth and tenth academic years of such continuous employment, shall receive four (4) weeks of vacation and vacation pay as follows: two (2) weeks at Christmas vacation, one (1) week in the spring and one (1) week at the end of the academic year in June. Alternatively, the employee may elect to schedule up to five (5) days of accrued paid vacation at some other time during the academic year, so long as he/she schedules it in advance with the prior written approval of his/her supervisor.
  - (d) An employee, during the eleventh through the twentieth academic years of such continuous employment, shall receive five (5) weeks of vacation and vacation pay as follows: two (2) weeks at Christmas vacation, one (1) week in the spring and two (2) weeks at the end of the academic year in June. Alternatively, the employee may elect to schedule up to five (5) days of accrued paid vacation at some other time during the academic year, so long as he/she schedules it in advance with the prior written approval of his/her supervisor.
  - (e) An employee, during the twenty-first (21) and subsequent academic years of such continuous employment, shall receive six (6) weeks of

vacation and vacation pay as follows: three (3) weeks at Christmas vacation, one (1) week in the spring and two (2) weeks at the end of the academic year in June. Alternatively, the employee may elect to schedule up to five (5) days of accrued paid vacation at some other time during the academic year, so long as he/she schedules it in advance with the prior written approval of his/her supervisor.

In the event that the College should change the academic year, the College reserves the right to make corresponding changes in the times at which vacations and vacation pay will be granted under this Section.

- Eligibility Requirements. In order to be entitled to full vacation and vaca-9.3 tion pay as provided in Section 9.1, a full-year employee with one (1) year or more of continuous employment must have received some pay from the College for at least forty (40) weeks during the period of 12 months next preceding the eligibility date. If he received some pay from the College for less than forty (40) weeks during such period, he will be entitled to reduced vacation and vacation pay in the proportion that the number of weeks for which he received some pay from the College during such period bears to forty (40) weeks. In order to be entitled to full vacation and vacation pay in any academic year as provided in Paragraphs (b), (c), (d) or (e) of Section 9.2, an academic-year employee must receive some pay from the College for at least thirty (30) weeks during such academic year. If he receives some pay from the College for less than thirty (30) weeks during such academic year, he will be entitled to reduced vacation and vacation pay in the proportion that the number of weeks for which he receives some pay from the College during such academic year bears to thirty (30) weeks. For the purposes of this Section and Section 9.5, pay from the College includes pay received directly from the College as wages, holiday pay, vacation pay, and pay for sick leave, paid personal days, military training duty, funeral leave and jury duty but does not include Workers' Compensation or other insurance benefits or short-term disability benefits.
- 9.4 <u>Computation of Vacation Pay.</u> A week of vacation pay for full-time employees shall be equal to forty (40) hours multiplied by the employee's regular straight-time hourly rate. A week of vacation pay for part-time employees shall be equal to the number of hours per week which the employee regularly works multiplied by the employee's regular straight-time hourly rate. A day of vacation pay for an employee shall be equal to one-fifth (1/5) of a week of vacation pay for such employee.
- 9.5 Accrued Vacation Pay. If a full-year employee who has completed his probationary period is discharged or otherwise has his employment terminated by the College or if he retires or quits his employment with at least two (2) weeks' advance notice to the College, he shall receive (i) any vacation pay which accrued to his credit on the last eligibility date and which he has not previously received and (ii) vacation pay in recognition of his employment during the period since the last eligibility date, computed for such period as if the date of his termination were an eligibility date and otherwise as provided in Sections 9.1 and 9.3. If an academic-year employee who has completed his probationary period is discharged or otherwise has his employment terminated by the College or if he retires or quits his employment with at least two

- (2) weeks' advance notice to the College, he shall receive vacation pay in recognition of his employment during the current academic year, computed as provided in Sections 9.2 and 9.3 (less any vacation pay already received by him in such academic year); provided, however, that any academic-year employee who fails to remain at work, after reasonable advance notice, for not longer than two (2) weeks after Commencement if required by the College shall forfeit any vacation pay which would otherwise have been paid to him at the end of the academic year in June.
- Vacation Time. The College reserves the right to schedule all vacations. The 9.6 College will honor an employee's choice of vacation time to the extent practicable. The College may schedule a two (2) -week summer vacation period during which normal activities will be curtailed or suspended to the extent that the College finds practicable. Any day during an employee's scheduled vacation period on which the employee performs work for the College will not be considered a day of vacation (including for the purpose of Section 7.2) and the employee will receive in lieu thereof a day of vacation at another time. For the purpose of the preceding sentence, an employee's "scheduled vacation period" shall be deemed to include weekend days or regular days off that immediately precede or follow the vacation days off. Vacations for full-year employees must be taken within the twelve (12) months immediately following the eligibility date. Vacations may not be accumulated from year to year, except that up to two (2) weeks of vacation may be carried over from one (1) year to the next with the approval of the employee's supervisor provided that the employee must use at least one (1) of the carried over weeks by the following December 31st or the week will be forfeited.
- 9.7 Illness During Vacation. A full-year employee who suffers a period of more than three (3) days of illness or injury (other than a compensable injury) while on a scheduled paid vacation may make an election as described below, provided that he presents to the Personnel Office a medical certificate from a qualified physician covering the exact days of such period of illness or injury. The employee may elect to have the entire period of illness or injury treated as sick time rather than as vacation time, regardless of whether or not he has any accumulated paid sick leave available. However, if he has some accumulated paid sick leave available but not enough to cover the entire period of illness or injury, he may, as an alternative, elect to have treated as sick time, rather than as vacation time, so much of the period of illness or injury as can be covered by his accumulated paid sick leave. The employee will not be entitled to vacation pay for the period which he thus elects to have treated as sick time but will be credited with paid sick leave for such period of sick time, to the extent, if any, that he has accumulated paid sick leave available. He will thereafter receive additional vacation pay and, if he so requests, vacation time off to compensate for the vacation pay lost for such period of sick time.

## Article 10 Sick Leave

#### 10.16 Amount of Sick Leave.

(a) Each full-year employee who has completed one (1) year of continuous employment at the beginning of a sick leave year (July 1 through June

30) shall be eligible for a total of twelve (12) days of paid sick leave during such sick leave year, provided that six (6) days of such sick leave will be credited to the employee on July 1 of the sick leave year and six (6) days will be credited to the employee on January 1 of the sick leave year. Each academic-year employee who has completed one (1) year of continuous employment at the beginning of a sick leave year will be eligible for nine (9) days of paid sick leave during such sick leave year, provided that four and one-half (4 1/2) days of such sick leave will be credited to the employee on July 1 of the sick leave year and four and one-half (4 1/2) days will be credited to the employee on January 1 of the sick leave year. An employee who is absent from work for two (2) months or more excluding any period of paid sick leave or vacation (and, in the case of academic year employees, excluding any period of regular layoff) in either six (6) month period (January 1 - June 30 or July 1 -December 31) shall receive only a pro rata number of sick leave days for the following six (6) month period. A full-year employee or an academic-year employee, upon completion of his probationary period, shall be credited with three (3) days of paid sick leave and thereafter shall be credited with one (1) day of paid sick leave per month (not including the months of June, July and August in the case of academic-year employees) until the end of the sick leave year in which he has completed one (1) year of continuous employment.

(b) An academic-year employee who works during the summer session and/ or the winter term of the College will be eligible to earn paid sick leave in addition to the amount provided in Paragraph (a) above, in accordance with the following schedule:

Days Worked During Summer Session and Winter Term	Additional Days of Sick Leave
Less than 12	None
12 or more but less than 24	1 day
24 or more but less than 36	2 days
36 or more	3 days.

Work during the summer session does not include work in connection with Reunions (which may occur after Commencement) or work in August or September in connection with the start of the academic year. Additional paid sick leave on account of work during the summer session will be credited to the academic-year employee at the end of the summer session and will apply to the sick leave year which began on the preceding July 1, even though such work may have been performed, in whole or in part, in June. Additional paid sick leave on account of work during the winter term will be credited to the academic-year employee at the end of the winter term and will be computed on the basis of the total number of days worked by the employee in the winter term and in the preceding summer session, less the number of days of additional paid

- sick leave already credited to the employee on account of work during the preceding summer session. In no event shall an academic-year employee be credited in any sick leave year with more than three (3) additional days of paid sick leave in accordance with this Paragraph (b) or with a total of more than twelve (12) days of paid sick leave.
- (c) An employee on paid sick leave shall receive his regular straight-time hourly rate times the number of hours per day (not exceeding eight (8)) lost from work because of such sick leave and which he would otherwise have worked. A part-time employee may thus use in a day more than one (1) day of his paid sick leave as defined in Section 10.2 if the number of straight-time hours lost from work on such day because of such sick leave exceeds one-fifth (1/5) of the number of hours per week which the employee regularly works, and his paid sick leave shall be charged accordingly. No employee shall receive any sick leave pay for a day on which he would not otherwise have worked or for a day for which he is entitled to holiday pay hereunder. The minimum time chargeable to paid sick leave shall be one (1) hour.
- (d) If an employee is excused from work by the College for the balance of the work day in which he sustains an industrial accident, he shall be paid at his regular straight-time hourly rate for the remainder of his straighttime hours lost from work on that day because of his accident and which he would otherwise have worked, and such payment shall not be charged to his paid sick leave. An employee who is receiving Workers' Compensation benefits may, at his option, use his sick leave pay to make up the difference between such benefits and his regular straight-time weekly pay, and his paid sick leave shall be charged accordingly.
- 10.2 <u>Computation of Sick Leave</u>. A day of paid sick leave for a full-time employee shall be equal to eight (8) hours multiplied by the employee's regular straight-time hourly rate. A day of paid sick leave for a part-time employee shall be equal to one-fifth (1/5) of the number of hours per week which the employee regularly works multiplied by the employee's regular straight-time hourly rate.
- 10.3 Accumulation of Sick Leave. At the end of any sick leave year (July 1through June 30), any accumulated unused paid sick leave credited to an employee, up to a maximum of one hundred and seventy-five (175) days, shall be carried forward into the next sick leave year. Any accumulated unused paid sick leave credited to an employee in excess of one hundred seventy-five (175) days shall, at the end of each sick leave year, be converted to cash at the rate of fifty percent (50%) of the excess days.
- 10.4 <u>Payout at Retirement</u>. An employee who retires after attaining age 62 with ten (10) years or more of continuous employment shall receive one-half (1/2) of any accumulated unused sick leave credited to him at the time of retirement. Upon termination of employment under any other circumstances, an employee shall not be entitled to any payment on account of any unused sick leave.

#### 10.5 <u>Conditions</u>. Paid sick leave shall be subject to the following conditions:

- (a) Sick leave shall not be paid until earned and shall be paid only in the event (i) that the employee is unable to work because of his own illness (sickness or accident) or (ii) that the employee is reasonably required to be absent from work in order to care for the employee's child or children who are ill; or (iii) that the employee is reasonably required to be absent to care for qualified dependents of the employee's (spouse, samesex domestic partner, parent with serious health condition, and other seriously ill members of the employee's household who qualify as IRS dependents) who are ill. Abuse of paid sick leave (for example, its use as added vacation or for a day off, other than a paid personal day as and to the extent permitted in accordance with Article 31) shall result in loss of pay for the day involved and prompt disciplinary action in repetitive cases.
- (b) Employees who start work at or after 8:00 am who are unable to work on account of illness (including the illness of a child or children of the employee) shall be expected to notify the appropriate College authority not later than one (1) hour before the beginning of their work shift. All other employees shall provide such notice no later than fifteen (15) minutes before the beginning of their work period. In the case of Power Plant employees, the notice period for all shifts is no less than two (2) hours. If the appropriate College authority is not available, the employee may give notice by leaving a voice message at a number designated by his/her supervisor. When employees fail to provide the required notice without good cause, sick leave pay shall not be granted for time lost.
- (c) The College shall have the right in any case to require an employee to submit to an examination by a physician retained by the College or to furnish a medical certificate of the employee's physician, with respect both to the existence and the duration of any cause of absence, but the College shall not exercise this right in an arbitrary or unreasonable manner. In no event will the use of intoxicants or drugs (other than for medicinal purposes) be cause for paid sick leave. The College physician shall determine, whenever required by the College, whether an employee's absence resulted from the use of intoxicants or such drugs. In cases in which the employee's absence is in order to care for any other person who is ill, as permitted under Article 10.5 (a), the College may require reasonable evidence of such illness.
- (d) Employees absent from work because of their illness for more than three (3) consecutive working days must have been attended by a physician, and upon return to work shall present their immediate supervisor a statement of fitness for duty from such attending physician. If reasonable cause exists, the College shall have the right in other cases to require an employee to present a statement of fitness for duty. Any employee required to present a statement of fitness for duty who has not been absent

from work shall be promptly provided with a fitness for duty exam at the College's expense or, if he or she so chooses, may be examined by the employee's physician at the College's expense. If, on the basis of such exam, the employee is found to be fit to work, he or she shall not lose any pay for lost time. The fitness for duty statement shall be sent to the Human Resources office where it will be kept in a file separate from the employee's personnel file.

Sick Leave Incentive Bonus. If an employee has been employed throughout the first half of a sick leave year (July 1 through December 31) or the second half of a sick leave year (January 1 through June 30) and during such half of the sick leave year has used no sick leave or has used sick leave only when absent on account of an industrial accident or industrial illness, he shall receive a sick leave incentive bonus in the form of one (1) day off with one (1) day's pay or one (1) additional day's pay at straight-time at the option of the employee. Each such day's pay will be computed in the same manner as a day of paid sick leave for such employee in accordance with Section 10.2. The use by an employee of sick leave as paid personal days as and to the extent permitted in accordance with Article 31 shall not be counted as a use of sick leave for the purpose of this Section 10.6.

Extended Unpaid Sick Leave. If an employee has exhausted his paid sick 10.7 leave and if a physician retained by the College certifies that his health is such that he is not physically or mentally capable of efficiently and regularly performing his usual work, such employee shall be placed on a leave of absence for a period not exceeding six (6) months, which shall be renewable for an additional period or periods subject to a total limitation of one (1) year, provided that such total limitation shall be eighteen (18) months in the case of an employee with eight (8) years or more but less than fifteen (15) years of continuous employment at the commencement of such leave of absence and two (2) years in the case of an employee with fifteen (15) years or more of continuous employment at the commencement of such leave of absence. Such leave of absence shall be unpaid, except for any benefits to which the employee may be entitled under the short-term disability plan or the group long-term disability income plan provided under Article 19. Before making such certification, the physician retained by the College will consult with the employee's physician, if such consultation is requested. If, at the end of such leave of absence, the employee is unable to return to work, his employment may be terminated by the College. If the employee is able to return to work at or prior to the end of such leave of absence and so notifies the College, he will be promptly reinstated to his job classification subject to the existing work requirements. Any job vacancies existing by reason of any such leave of absence which are filled by posting or hiring may be designated as temporary with the possibility of becoming permanent if the employee on such leave does not return at the end of such leave. If the employee on leave does return to work, the employee filling such vacancy on a temporary basis, if he has completed his probationary period, either will be returned by the College to his former job classification, if any, or will be treated as subject to a reduction in force in accordance with Section 17.4. It is understood that the College reserves the privilege of extending any such leave of absence in any particular case beyond the applicable limitation provided above without thereby establishing a precedent for any future similar action. Any employee on such leave of absence

shall continue to accumulate seniority but shall not continue to accumulate or accrue or be entitled to receive any other rights or benefits provided under this Agreement.

Workers' Compensation Disability. An employee who is absent from work 10.8 because of an industrial accident sustained in the employ of the College shall be placed on an unpaid leave of absence for so long as he continues to receive Workers' Compensation benefits, subject to a total limitation of eighteen (18) months, provided that such total limitation shall be two (2) years in the case of an employee with eight (8) years or more but less than fifteen (15) years of continuous employment at the commencement of such leave of absence and thirty (30) months in the case of an employee with fifteen (15) years or more of continuous employment at the commencement of such leave of absence. If, at the end of such leave of absence, the employee is unable to return to work, his employment may be terminated by the College. If the employee is able to return to work at the end of such leave of absence and so notifies the College, he will be promptly reinstated to his job classification subject to the existing work requirements. Any job vacancies existing by reason of any such leave of absence which are filled by posting or hiring may be designated as temporary with the possibility of becoming permanent if the employee on such leave does not return at the end of such leave. If the employee on leave does return to work, the employee filling such vacancy on a temporary basis, if he has completed his probationary period, either will be returned by the College to his former job classification, if any, or will be treated as subject to a reduction in force in accordance with Section 17.4. It is understood that the College reserves the privilege of extending any such leave of absence in a particular case beyond the applicable limitation provided above without thereby establishing a precedent for any future similar action. Any employee on such leave of absence shall continue to accumulate seniority but shall not continue to accumulate or accrue or be entitled to receive any other rights or benefits provided under this Agreement.

#### 10.9 Maternity Disability Leave and Child Care Leave.

- (a) Eligibility. Employees who have completed the probationary period are eligible for Parental Leave on account of disability in connection with pregnancy and childbirth and to care for newborn or newly adopted children (including foster care placement). Parental Leave includes both Maternity Disability Leave and Child Care Leave. The provisions of this Section 10.9 shall be interpreted and applied in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and regulations thereunder.
- (b) Maternity Disability Leave. An eligible employee who is unable to work because of disability in connection with pregnancy and childbirth will be granted Maternity Disability Leave without pay so long as such disability continues (including any disability before and after childbirth) up to a maximum period as provided below. Such disability will be presumed to continue for three (3) months in connection with childbirth; medical certification may be required by the College to establish disability of longer duration. The maximum period of Maternity Disability Leave is one (1) year, provided that such maximum shall be eighteen (18) months

in the case of an employee with eight (8) years or more but less than fifteen (15) years of continuous employment at the commencement of such leave and two (2) years in the case of an employee with fifteen (15) years or more of continuous employment at the commencement of such leave. The College reserves the privilege of extending such leave in any particular case beyond the applicable limitation provided above without thereby establishing a precedent for any future similar action.

- (c) Work During Pregnancy. A pregnant employee may continue to work at the College as long as she (1) is able to do so in the light of her physical condition and the requirements of her position. Any question as to an employee's ability to continue working during her pregnancy or to return to work after the termination of her pregnancy will be determined on the basis of medical certification as provided under the FMLA.
- (d) Child Care Leave. In addition to Maternity Disability Leave as provided for in paragraph (b) above, an eligible employee (male or female) will be granted Child Care Leave without pay for up to a maximum of three (3) months (in the case of an employee with at least one (1) full year of service, six (6) months) for the care of his or her newborn child or child newly placed for adoption or foster care. However, if a female employee receives Maternity Disability Leave as provided in Paragraph (b) above for more than three (3) months, the maximum amount of Child Care Leave for the employee shall be reduced by the amount by which the employee's Maternity Disability Leave exceeds three (3) months; provided that the amount of Child Care Leave to which the employee is eligible is not reduced below eight (8) weeks following the birth or placement of the child. If an employee and his or her spouse both are employed by the College, they are jointly eligible for a combined total of three (3) months (in the case of an employee with at least one (1) full year of service, six (6) months) of Child Care Leave for care of their newborn child or child placed for adoption or foster care.
- (e) Pay During Maternity Disability or Child Care Leave. An employee with at least one (1) full year of service who is on Maternity Disability Leave, or on Child Care Leave to take primary responsibility for the care of a newborn child or a child newly adopted or placed for foster care, will receive her/his normal pay and benefits for the first six (6) weeks of such leave. In no event will pay exceed a total of six (6) weeks for both leaves. A father of a newborn child on Parental Leave with at least one (1) full year of service will receive his normal pay and benefits for the first six (6) weeks of paid leave if he provides the College with satisfactory documentation that the father must take primary responsibility for the care of the newborn child due to the mother's total medical incapacity to care for the child. Leave benefits will be paid only for periods in which the employee would otherwise have worked. For any period of Parental Leave that is not paid in accordance with paragraph (e), the employee may, at his or her option, use any accumulated paid sick leave,

unused vacation, or the benefit provided under the Short Term Disability Plan as set forth in Article 19.4(c) if she meets the eligibility requirements therein, during such parental leave. Academic-year employees on parental leave may not, however, use paid sick leave during the College's winter or summer recesses, except when the employee actually loses time from scheduled work on account of such parental leave.

- (f) Notices Required. In order to be eligible for Parental Leave, whether paid or unpaid, an employee is required to give at least two (2) weeks' advance written notice to the College of his or her anticipated date of departure, except that, when two (2) weeks' notice is not possible because of unexpected disability or other unforeseen circumstances, such notice shall be given as soon as practicable. An employee is also required to give at least two (2) weeks' written notice of his or her intention to return to work.
- (g) Return to Work. If an employee does not return to work at the end of a Parental Leave, his or her employment may be terminated by the College. If the employee is able to return to work at or prior to the end of his or her Parental Leave, the employee will be promptly reinstated in his or her previous job classification subject to the existing work requirements, otherwise in an equivalent position with equivalent pay, benefits and other employment terms and conditions as provided under the FMLA. However, the employee need not be restored to his or her job classification or an equivalent position if other employees of equal or greater seniority in the same job classification or equivalent position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of his or her Parental Leave. In that event, efforts will be made to find other suitable employment either in the employee's previous department or elsewhere in the College and the employee will retain preferential consideration for such other employment.
- (h) Temporary Vacancies. Any job vacancies existing by reason of any Parental Leave which are filled by posting or hiring may be designated as temporary with the possibility of becoming permanent if the employee on such leave does not return at the end of such leave. If the employee on leave does return to his or her job classification, the employee filling such vacancy on a temporary basis, if he has completed his probationary period, either will be returned by the College to his former job classification, if any, or will be treated as subject to a reduction in force in accordance with Section 17.4.
- (i) Seniority and Benefits During Parental Leave. Any employee on Parental Leave will continue to accumulate seniority and will be reinstated without loss of employment rights and benefits for which he or she was eligible on the date the Parental Leave commenced. The employee will not continue to accumulate or accrue or be entitled to receive any other

rights or benefits provided under this Agreement, except as follows: (i) any accumulated paid sick leave or unused vacation as provided in Paragraph (e) above; (ii) any benefits to which the employee may be entitled under the short-term disability plan or the group long-term disability plan provided under Article 19; and (iii) for the first twelve (12) weeks of such leave, the employee shall be eligible to continue coverage under a health plan, the dental plan and the group life insurance plan as provided under Article 19 on the same basis as if he or she had continued to work

#### 10.10 FMLA and SNLA.

- (a) Family and Medical Leave Act. Each employee who has completed the probationary period shall be granted leave in accordance with the terms of the Family and Medical Leave Act. Notwithstanding the foregoing, "spouse" as defined in the Family and Medical Leave Act shall be defined for the purposes of this Article 10.10 to include the same-sex domestic partner of a College employee
- (b) Massachusetts Small Necessities Leave Act. Each employee who has completed the probationary period shall be granted leave in accordance with the terms of the Massachusetts Small Necessities Leave Act. Employees shall be paid for such time by use of their personal days under Article 31, if any, and then by use of their vacation days, if any, under Article 9, unless the employee's accumulated unused vacation leave is less than one (1) week, in which case leave under this Article shall be paid out of vacation days only at the employee's option. Otherwise, leave taken under this Article shall be unpaid.

# Article 11 Military Service

11.1 <u>Reemployment Rights</u>. An employee who leaves the College to enter military service in the Armed Forces of the United States shall, upon completion of such service, have reemployment rights in accordance with the applicable Federal law. In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such layoff shall be in accordance with the seniority provisions of this Agreement. The employee laid off shall be entitled to reasonable notice.

#### 11.2 <u>Military Training Duty.</u>

(a) A full-time full-year employee who participates in annual military training duty of one (1) month or less as a member of the Armed Forces Reserves or the National Guard, and who has completed one (1) year of continuous full-time employment at the time he reports for such training duty, shall be granted a military pay differential for the period of such training duty up to three (3) weeks in a twelve (12) month period. Such

military pay differential shall be the amount by which the employee's normal wages for the period, calculated on the basis of his work week up to a maximum of forty (40) hours, exceeds any pay received for such military training duty. All pay and allowances, with the exception of subsistence and travel allowances, shall be included in determining military training duty pay. The employee involved shall have the responsibility of submitting documentary proof of his military training duty pay.

- (b) An employee may be permitted to take a vacation and participate in military training duty at separate times or at the same time and may be granted both vacation pay and a military pay differential as provided hereunder.
- 11.3 <u>Selective Service Physical Examination</u>. If an employee who is drafted for military service is required to be absent from work in order to take a Selective Service physical examination and shows his Selective Service Board notice of such examination to his supervisor in advance, he will be granted leave with pay for the time actually and necessarily lost from work, not exceeding one (1) day, in order to take such examination.

## Article 12 Funeral Leave

12.1 In the event of a death in the immediate family of an employee, the College will grant leave without loss of pay for the three (3) consecutive calendar days immediately following such death, to permit the employee to attend the funeral and take care of other matters in connection with the death. However, if such three (3) consecutive calendar day period does not include both the day of the funeral and at least one (1) other working day (either before or after the funeral), such period will be extended for not more than one (1) additional consecutive day, if necessary, so as to include both the day of the funeral and such one (1) other working day. In no event shall the employee be entitled to more than three (3) days' pay under this Section. For the purposes of this Article, an employee's immediate family shall mean his father, mother, same-sex domestic partner, father-in-law, mother-in-law, sister, brother, child, spouse, sister-in-law, brother-in-law, grandfather, grandmother, grandchild or any person related by blood to the employee or his spouse if such person is a resident in the home of the employee. Such leave will not be granted when, because of distance or other reasons, the employee does not attend the funeral.

In the event of the death of a parent, spouse, or child, the paid leave granted under this Article shall be five (5) consecutive work days.

Leave to attend the funeral of a person other than those specified in Section 12.1 may be arranged by agreement of the employee and his department head.

# Article 13 Jury Duty

- If an employee is required to serve in court as a juror or to appear in court as 13.1 a witness in any duly constituted judicial proceeding (other than a case in which he is a party), the College shall grant him a leave of absence for the period of his required service or appearance and shall pay him the amount, if any, by which any compensation he receives on account of such service or appearance is less than his regular straighttime pay lost to him by reason of such court service or appearance, provided that he was hired before receiving notice of such service or appearance. In order to be eligible for payment under this Article, the employee must notify his supervisor promptly after receipt of notice of his selection for jury service or of his being required to appear as a witness, must give at least twenty-four (24) hours' notice of intended absence (unless a reasonable explanation is given for not complying with this requirement) and must furnish a written statement from the appropriate court official or other person showing the dates and times of his service or appearance and the amounts paid to him for such service or appearance. If the College is required by law to pay any employee for any period of jury service in amounts or under circumstances which exceed the requirements of this Section, such payments shall be made as required by law and shall be in satisfaction of any requirements of this Section with respect to the same period of jury service
- 13.2 If an employee on leave under this Article returns to work at the request of the College for any part of his required work day, he shall be paid for such work at his regular straight-time hourly rate, in addition to the amount paid to him under Section 13.1.

# Article 14 <u>Safety</u>

14.1 The College shall continue to initiate and maintain such safety and sanitary conditions as are reasonably necessary to protect and preserve the health and safety of its employees.

## Article 15 Strikes and Lockouts

15.1 It is agreed by the parties that, during the term of this Agreement or any extension or renewal hereof, there shall be no strikes, lockouts, picketing, stoppage of work, slowdowns, boycotts or any other direct or indirect interference with operations of the College concerning any matter in dispute between the College and the Union or any of the employees.

## Article 16 Bulletin Boards

16.1 The College will continue to provide College - Union bulletin boards on which the Union may post notices of Union meetings and other Union activities.

# Article 17 Seniority

- 17.1 <u>Definition</u>. The seniority of each employee, after he has completed his probationary period as provided in Section 2.3, shall be equal to his continuous employment since his most recent date of hire. An employee shall lose his seniority for any one (1) of the following reasons:
  - (a) Voluntary quit;
  - (b) Discharge for just cause;
  - (c) Layoff for a period equal to the employee's continuous employment at the time of his layoff or one (1) year, whichever is less;
  - (d) Retirement;
  - (e) Failure to return to work at or before the expiration of a leave of absence; or
  - (f) Failure to return to work within one (1) week after the receipt of notice of recall from layoff.
- 17.2 <u>Leaves of Absence</u>. The College shall have the right to grant leaves of absence for good and sufficient reasons including sickness or accident, jury duty or military service. Loss of time due to a leave of absence granted by the College shall not interrupt the accumulation of seniority by the employee involved. Academic vacations shall not interrupt the accumulation of seniority by academic-year employees, but any such employee who fails to remain at work, after reasonable advance notice, for not longer than two (2) weeks after Commencement if required by the College shall be regarded as having quit.
- Absence of Union Officers. The College agrees that any employee who is an officer or delegate of the Union shall be allowed such reasonable time off as is necessary for the performance of the duties pertaining to his office, provided that he submits to the College a written request therefore with reasonable advance notice. Such time off shall not interrupt the accumulation of seniority by the employee involved. The College shall not be required to pay such employee for such time off. Employees shall not engage in any Union activities during working hours, except as provided with respect to the grievance procedure in Article 5 and except that a reasonable number of employees who are duly authorized agents of the Union shall be paid for time actually lost from work in attending meetings with the College during normal working hours for the negotiation of a new, extended or renewed collective bargaining agreement.
- 17.4 <u>Principle</u>. The College recognizes the seniority principle as to the employees covered by this Agreement. When employees' qualifications such as ability, training,

skill and other relevant qualities are equal, then the College will give preference in layoffs, recalls from layoff, promotions and demotions (other than demotions for disciplinary reasons) to employees having the greater seniority.

- 17.5 <u>Seniority List</u>. The College will furnish to the Union in October of each year a seniority list of all employees, showing their job classifications and seniority dates and listing the employees in the order of their seniority dates. The seniority date and job classification of each employee as shown on such list shall be considered final for all purposes under this Agreement, unless the Union files a written objection thereto with the College within two (2) weeks after the date it receives such list.
- 17.6 <u>Voluntary Quit</u>. If an employee wishes to terminate his employment, he may leave in good standing if he gives the College at least two (2) weeks' advance notice.
- 17.7 <u>Lay-off.</u> Employees displaced as a result of layoffs who accept lower-rated work shall be red-circled at their former rate of pay.

### Article 18 Promotions and Transfers

Preference to Employees. The College reserves its right to determine whether 18.1 a position that has been vacated (whether through termination, retirement, extended leave, layoff, or otherwise) shall be filled. If the College decides, in its sole discretion, to fill such position, either on a temporary or permanent basis, the College shall post such position within thirty days of such decision. Qualified employees who have completed their probationary period will be given preference by the College over applicants for employment when jobs within the bargaining unit are available. Neither a probationary employee nor an employee on medical leave who is unable to resume active employment within twenty-one (21) days of being awarded the job will be given such preference and neither may apply for any other job under Section 18.2. A qualified employee who has not been working in his current job for a continuous period of at least six (6) months will be given preference by the College over applicants for employment only for a job in another department or for another job in his own department which has a higher straight-time hourly rate and may apply under Section 18.2 only for such a job. An employee so selected for a job shall be on a trial basis for the first ninety (90) days in his new job (thirty (30) days, if his new job is in the same job classification). If during such trial period the employee is not satisfactory to the College, he will be returned to his former job or to his former job classification, as the case may be, displacing any employee who may have replaced him on the job, unless the College decides not to fill his former job. If an employee who has thus been transferred to a job in another job classification elects during the first fifteen (15) days in his new job to return to his former job, he will be returned to his former job, displacing any employee who may have replaced him in such job, unless the College decides not to fill his former job. In the event that an employee cannot return to his former job or job classification, as the case may be, because the College has decided not to fill his former job, the College will offer the employee another job in the same or another job classification, if a vacancy for which he is qualified exists. If a suitable vacancy does not exist (to be

determined jointly by the College and the Union), the employee will be laid off. The College will make an evaluation of the employee after thirty (30) days of such ninety (90) day trial period. A determination by the College that an employee on a trial period is not satisfactory to the College under this Section is subject to the grievance procedure and arbitration under this Agreement. If an employee who has been transferred to a job in another job classification elects during the first fifteen (15) days in his new job to return to his former job (and does return to his former job) as provided in this Section, he will not, for a period of three (3) months thereafter, be given preference by the College over applicants for employment for any job and may not apply under Section 18.2 for any job, provided that the foregoing three (3) months disqualification shall not apply to an opening in any Trades Helper job.

- Posting. Before hiring an applicant to fill a vacancy in a job classification 18.2 (whether a new or previously existing job classification) within the bargaining unit, the College will post a notice of the vacancy on the official College - Union bulletin boards. Such notice will be on salmon-colored paper and will include the job title, rate and the date the vacancy is expected to occur. Such notice will be posted for not less than five (5) days before such vacancy is filled on a permanent basis. If it is necessary to fill the vacancy in less than five (5) days, it will be filled on a temporary basis in order to allow time for the College to consider the qualifications of employees who apply for the job. If a posted position is not filled by a qualified applicant within sixty (60) days of the end of the posting period, the College will re-post the position, accepting both internal and external applicants from the date of reposting. The preference for bargaining unit employee applicants under Article 18.1 will continue to apply. After each subsequent 60-day period, the same posting process will be repeated until the position is filled or the Union has been notified that the position has been withdrawn. If the College selects an applicant other than the most senior applicant to fill a vacancy on a permanent basis, the College will give the Union a written statement of the reason or reasons for such selection. If an employee advises the Personnel Office in writing before leaving for a vacation or other period of excused absence that he is interested in a particular job or type of job, notices of vacancies in such job or type of job which are posted during such period will be sent to such employee. If a job is filled under the procedure set forth in this Section and thereafter a vacancy occurs in the same job classification, such vacancy may be filled by the College, without repetition of the posting procedure, from among employees who applied within the posting period of the previous notice, provided that such vacancy is filled within one (1) month after the end of the posting period of the previous notice. All applicants for posted jobs shall receive an answer within a reasonable period of time. All applicants for posted jobs shall receive an answer within a reasonable period of time and shall be notified immediately if, after thirty (30) days following the end of the posting period, the College decides to seek outside applicants.
- 18.3 <u>Temporary Transfers</u>. An employee temporarily transferred, at the sole discretion of the supervisor, for four (4) or more hours to a higher-rated job shall receive the higher rate of pay for the entire period of such transfer. An employee temporarily transferred to a lower-rated job for the convenience of the College shall continue to receive the rate of his regular job. If a temporary transfer extends beyond thirty (30) days, the College will post the position into which the employee has been temporarily

transferred, as either a temporary or permanent position. Such posting will take place within seven (7) calendar days of the expiration of the thirty (30) day period.

- 18.4 <u>Permanent Transfers</u>. An employee permanently transferred shall receive the rate of pay for the job to which he is transferred.
- 18.5 <u>Work Location</u>. The location where duties are to be performed by employees is a matter of assignment by the College. All applicants for vacancies in the custodial service shall be informed during the interview process of the building to which he/she will be assigned if awarded the position. The College will not finally decide upon the successful candidate for any such vacancy unless and until all applicants more senior than the successful candidate have been interviewed.
- 18.6 Pay for Seasonal Work. An employee assigned to a seasonal position shall receive the rate of pay for the position to which he/she is assigned. Dining services employees assigned to a head cook, second cook, third cook or storekeeper position within a kitchen which serves comparable numbers as the large (400) kitchens shall receive the 400 wage rates for seasonal employment. The postings for such seasonal positions shall indicate the 400 kitchen pay rate.

### Article 19 **Insurance**

#### 19.1 Health Plans.

(a) The College will make available to eligible employees and their eligible dependents, the same health plans as are available to non-bargaining unit College staff. During the term of this contract, such plans shall include an HMO plan.

Presently the plans offered by the College are:

- (i) Harvard Pilgrim Health Care (HMO); and
- (ii) Harvard Pilgrim Health Care (Integrated PPO). For the purpose of this Article 19.1, the currently-offered Harvard Pilgrim Health Care HMO, or any equivalent plan that is substituted for such plan under Article 19.1(b), shall be considered the "standard" plan.
- (b) The College in its discretion may also make available any additional health plan or plans and may discontinue the availability of any health plan or plans as to which there is insufficient interest to satisfy any participation requirements of such plan. The College may substitute for these plans another plan which, considered as a whole, is at least as beneficial to eligible employees and their eligible dependents as the Harvard Pilgrim plans referenced in 19.1(a). No substitution for health care plans provided by the College shall be made without notifying the Union and discussing the proposed changes at least 21 days prior to open enrollment.

- (c) During the term of this 2008-2012 Agreement, the College shall contribute an amount equal to seventy-five percent (75%) of the premium cost of the standard HMO health plan for both individual and family coverage, regardless of the plan chosen. Notwithstanding the foregoing, the College shall pay sixty-five percent (65%) of the premium cost for individual and family coverage under the PPO plan for any employee who was on the PPO plan as of January 1, 2006, and who cannot obtain the same covered services under the HMO plan as he/she and his/her thencovered dependents are receiving under the PPO plan. Such employees shall be grandfathered at the 65% rate for the duration of the contract.
- (d) The employee's share of the premiums will be deducted from his wages on a regular basis (but not less than once a month). For employees working less than twelve (12) months per year, enough double deductions will be taken during their working months to provide coverage during their non-working months.
- (e) If an employee on or after July 1, 1988 elects early retirement under the Pension Plan after attaining age 60 and with at least ten (10) years of credited benefit service, such retired employee and his eligible dependents may continue to be covered under a health plan provided by the College pursuant to this Section until such retired employee (i) attains age 65, (ii) dies or (iii) is covered by another group health plan provided elsewhere, whichever first occurs. If such retired employee has only individual coverage under a health plan hereunder when he retires, he may not elect family coverage under this Paragraph after his retirement. The College will make the same monthly contributions toward premiums for individual or family coverage under a health plan for such retired employee as it would make for an eligible employee in accordance with Paragraph (c) above. Each such retired employee covered by a health plan will make such timely monthly contributions to the College as shall be required to meet the monthly premiums of such health plan for individual or family coverage, as the case may be. If such retired employee fails to make any such timely monthly contribution, the College shall not thereafter be required to maintain coverage for such retired employee hereunder.
- 19.2 <u>Dental Plan</u>. The College will continue to make available to eligible employees and their eligible dependents a group dental care plan. Effective January 1, 1995, the College will contribute 80% of the monthly premiums for individual coverage and 50% of the monthly premiums for dependant coverage under such plan. Each eligible employee will contribute the balance of the monthly premiums for the applicable coverage under such plan. The provisions of Paragraph (d) of Section 19.1 above will be applicable to contributions by eligible employees to such dental care plan.
- 19.3 <u>Group Life Insurance</u>. The College will continue to provide a group life insurance plan for full-time employees after one (1) year of full-time employment. Under the plan the College will provide each eligible employee with insurance equal

to 75% of the employee's annual base earnings (rounded to the nearest \$1,000) as provided in the plan and the employee may purchase at his own expense additional insurance as provided under the plan. The amount of insurance provided to each eligible employee will be increased to 100% of such annual base earnings, effective January 1, 1995.

#### 19.4 Short-term Disability Plan.

- (a) <u>Maintenance of Plan</u>. The College will maintain a short-term disability plan to cover non-occupational sickness and accidents. The College in its discretion may provide such plan either through a policy or policies of insurance or otherwise.
- (b) <u>Eligibility</u>. A full-time employee will become eligible to receive benefits on the day on which he completes one (1) year of full-time service, provided that he is then either actively at work or receiving paid sick leave. An employee who is not at work or receiving paid sick leave on the date he completes one (1) year of full-time service will thereafter become eligible on the day he returns to work.
- (c) <u>Benefits</u>. The weekly benefit will be sixty percent (60%) of the employee's regular wages. Benefits commence on the 8th day (the 1st day, if the employee is hospitalized) after exhaustion of the employee's sick leave benefits and continue so long as the employee is unable to work because of an accident or an illness which is not work-related, for a maximum of twenty-six (26) weeks during any one (1) period of disability, provided that such benefits shall not continue after the employee becomes eligible to receive benefits under the long-term disability income plan provided under Section 19.5. Benefits will be paid only for periods in which the employee would otherwise have worked. Benefits will terminate if the employee becomes eligible for Social Security disability benefits.

All disability absences will be considered as having occurred during a single period of disability unless acceptable evidence is furnished that:

- the causes of the latest disability absence are not related to the causes of any prior disability absence and the latest disability absence occurs after return of the employee to active full-time work for at least one (1) day, or
- (ii) a relationship does exist between the causes of the latest disability absence and a prior disability absence, but the employee has returned to active full-time work, fully performing the duties of his regular job, for a period of not less than four (4) consecutive work weeks.

In no event, however, will more than twenty-six (26) weeks of benefits be paid to an employee in any 12-month period.

Benefits will be paid only for those days on which the employee:

- (i) is under the care of and is absent on the advice of a legally qualified physician, and
- (ii) is not performing any work for compensation or profit.

Short-term benefits shall also be subject to the conditions with respect to paid sick leave set forth in Section 10.5.

The College will continue paying the College contributions for health plan coverage under Section 19.1, group dental care coverage under Section 19.2, and group life insurance coverage under Section 19.3 for employees receiving short-term disability benefits, provided that such employees pay the employee contributions for such coverages.

- 19.5 Long-Term Disability Plan. The College will provide through insurance a group long-term disability income plan for full-time employees providing a monthly benefit equal to 60% of an eligible employee's straight-time basic earnings (up to a maximum benefit of \$2,000 per month) commencing on the 181st day of continuous disability. The maximum benefit will be increased to \$3,000 per month, effective November 1, 1994. Such benefits will be subject to reduction in accordance with integration of benefits provisions of the plan. Benefits will be payable until the employee ceases to be disabled, dies or attains the maximum benefit period (age 65 to 70, depending on age at disablement). A full-time employee will become eligible for coverage under the plan on the day on which he completes one (1) year of full-time service, provided that he is then actively at work or receiving paid sick leave. A full-time employee who is not at work or receiving paid sick leave on the date he completes one (1) year of full-time service will thereafter become eligible on the day he returns to work. No employee will be eligible to obtain or continue coverage after age 70.
- 19.6 <u>Insurance Policies</u>. The insurance carriers or health maintenance organizations, as the case may be, will administer the benefit plans referred to in Sections 19.1, 19.2, 19.3 and 19.5 and, if the short-term disability plan is provided through insurance, in Section 19.4, which benefit plans shall be subject to such conditions and limitations as may be provided in the policies or contracts of such insurance carriers or health maintenance organizations, as the case may be. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder unless the insurer or other agency or organization responsible for paying such benefits agrees to be bound by such arbitration.
- 19.7 <u>Non-Duplication of Benefits</u>. Should any Federal or State legislation be effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the College, then and to that extent the parallel benefits provided under this Article shall cease and become inoperative, and the College shall be relieved of the cost thereof.

### Article 20 Pension Plan

20.1 Reference is made to the Pension Plan For Classified Office and Service Employees dated June 30, 1964, as amended to date, which is separate from and independent of this Agreement. The College agrees that said Pension Plan will not be changed during the term of this Agreement so as to reduce any benefit for any employee in the bargaining unit.

## Article 21 Personnel Files

21.1 The Personnel Office shall maintain a personnel file for each employee, which shall be open to examination by authorized representatives of the College and the Union. Information from such files will be given to private concerns and persons only on request of the employee.

## Article 22 **Equal Opportunity**

22.1 To give emphasis to their intent and desire to comply fully with their obligations under existing applicable laws relating to discrimination on the basis of race, color, religion, national origin, sex or age, the parties hereby agree to incorporate these obligations as part of this Agreement.

## Article 23 Federal and State Laws

23.1 If any Federal or State law or judicial or administrative order or ruling shall invalidate or render unenforceable any provision or provisions of this Agreement, all other provisions of this Agreement shall continue in full force and effect. Thereupon, the Union and the College shall in good faith negotiate with respect to a new provision or provisions to be substituted for the provision or provisions which have been thus invalidated or rendered unenforceable, but no new provision or provisions shall be substituted except by mutual agreement of the parties.

## Article 24 Complete Agreement

24.1 This Agreement contains the complete agreement between the parties. No additions to, or waiver, deletion, change or amendment of, any of the provisions contained herein shall be made except by the mutual consent in writing executed by the parties hereto.

### Article 25 Notices

Any notice required or permitted by this Agreement may be given by written notice delivered, or mailed by registered or certified mail, to the Deputy Director of Human Resources of the College or to the Business Agent of the Union.

### Article 26 Uniforms

- 26.1 <u>Uniforms</u>. The College will provide to each employee an appropriate uniform. Employees shall be required to wear such uniforms exclusively. Newly-purchased T-shirts will be composed of either cotton or a mutually agreed upon blended material. Food Service employees must wear either the hat or hair net supplied by the College. The College will provide a winter jacket to each employee whose job requires them to work out-of-doors. Such employees shall include all Food Service employees except employees in the College Club.
- 26.2 <u>Work Shoe Allowance</u>. The College will pay once every two years, or more often at the discretion of the supervisor, the cost of safety work shoes, up to a limit of ninety dollars (\$90.00) every two years, to be purchased from models designated by the College for particular job categories. Employees who elect to receive this allowance shall be required to wear such shoes while at work and will be expected to wear such shoes only in connection with their work. In all events, appropriate footwear must be worn on the job.

# Article 27 Simpson Infirmary

27.1 The services of the Simpson Infirmary clinic on the Campus and the College physicians will be available to employees covered by this Agreement only to the same extent, and on the same conditions, that such services are available to College employees generally, as determined from time to time by the College in its discretion. Such services are presently limited to (a) emergency services and (b) medical examinations and other services when required by the College. Employees will not be required to pay for such services to the extent they are required by the College but the College may be reimbursed therefore under the health insurance program provided hereunder.

# Article 28 Tuition Assistance Plan

28.1 The College has established and will maintain a tuition assistance plan for full-time employees who have completed one (1) year of full-time service. Under the plan an eligible employee may take not more than one (1) single academic course at a time (with a limit of four (4) credits per semester or equivalent) at an accredited school, technical institute or college which is eligible under federally-insured student loan

programs. The particular course must be determined by the College to be related to any bargaining unit job (including English as a Second Language or literacy courses, as appropriate), must be taken for credit and must be approved by the College in advance of enrollment. Upon presentation of evidence to the College of successful completion of the course with a grade of C (or equivalent) or higher, the College will reimburse the employee for the full amount of the tuition for the course paid by the employee (but not for registration fees, laboratory fees, books, supplies or other expenses in connection therewith). If such evidence is not presented to the College within sixty (60) days after such successful completion of the course, reimbursement will not be made. Total reimbursement to an employee with respect to courses taken in any fiscal year of the College will not exceed \$2.500. If the employee is eligible for assistance in payment of tuition from any other public or private agencies, including the Veterans Administration, he/she must advise the College, when requesting advance approval of the course, of the nature and amount of such other assistance, and the reimbursement from the College for an approved course will be limited to the full amount, if any, of tuition which the employee is required to pay after taking into account the amount of such other assistance. An employee whose employment with the College terminates before such successful completion of the course will not be reimbursed under the plan. Employees will not be released from work to attend classes or otherwise fulfill course requirements under the plan. The plan does not include or apply to any Wellesley College courses. An employee who is taking any Wellesley College course for credit shall not be eligible at the same time to take any course under the plan.

28.2 In the case of particular courses that are determined to be job-related for the individual employee and that are approved by the College in advance of enrollment, the College will reimburse the employee for 100% of the tuition for the course paid by the employee, but the maximum yearly reimbursement for any employee shall not exceed the cost of one (1) Wellesley College course.

## Article 29 Work During Winter Term

29.1 Each full-time academic-year employee who is not offered employment in the regular winter term operation of the Food Service Department will be offered one (1) week (forty (40) hours) of work by the College during the winter term if such employee would otherwise be laid off for at least one (1) week during the winter term. Such work may be in a different job classification and/or department from the employee's usual job classification and department. The scheduling of such work during the winter term will be in the discretion of the College. A full-time academic-year employee who is required to be offered one (1) week of work by the College pursuant to this Section and who is eligible for vacation under Paragraphs (b), (c), (d) or (e) of Section 9.2 may elect in lieu of such work to receive one (1) additional week of vacation and vacation pay during the winter term and one (1) less week of vacation and vacation pay at the end of the academic year in June.

# Article 30 Job Required Licenses

- 30.1 The College will reimburse employees for license fees paid for periodic licenses required by law for the performance of their regular job duties for the College, not including automobile driver's licenses, upon presentation to the College of written proof of payment of such license fees.
- 30.2 Each employee who is required to hold a valid motor vehicle license as a qualification for his/her job shall annually verify that such license remains in good standing. Employees required to hold a valid motor vehicle license as a qualification for their jobs shall report any change in the status of their licenses to the College.

# Article 31 Personal Days

31.1 Each employee who has completed his probationary period will be given one (1) paid personal day during each year (July 1 through June 30) and may use not more than two (2) days of unused paid sick leave as additional paid personal days in such sick leave year (July 1 through June 30). Such personal days shall be requested by the employee of his supervisor as far in advance as practicable and shall be subject to the approval of the supervisor. A personal day for a full-time employee shall be equal to eight (8) hours multiplied by the employee's regular straight-time hourly rate. A personal day for a part-time employee shall be equal to one-fifth (1/5) of the number of hours per week which the employee regularly works multiplied by the employee's regular straight-time hourly rate.

# Article 32 Performance Appraisals

32.1 Each employee shall be formally evaluated annually on or about his/her anniversary date of employment by means of a written performance appraisal by his/her supervisor or Department Head. The primary purpose of such evaluations is to improve communications between employees and their supervisors and to enhance job performance. Any use of performance evaluations for additional purposes must be in accordance with the provisions of this Agreement. In preparing the evaluation, the employee's supervisor or Department Head shall consult whenever feasible with all other supervisors for whom the employee has worked for significant periods during the preceding year. Each employee shall be given the opportunity to review and copy his/her annual written performance evaluation; sign it to acknowledge receipt; and submit a written response within seven (7) calendar days. The annual performance evaluation, and any employee response, will become part of the employee's personnel file unless such evaluation was performed more than thirty days, exclusive of vacation or illness, after the employee's anniversary date.

# Article 33 **Training Classes**

Training Classes. The College shall continue to regularly offer training classes that are designed to prepare bargaining unit employees for advancement and overtime opportunities. Such classes shall include, but not be limited to, skills necessary for Campus Center and College Club positions (including TIPS) and equipment-related training in the grounds and custodial departments. The College will endeavor to release employees who opt to participate in voluntary training sessions consistent with the operational needs of the College. The College cannot guarantee that all training opportunities will be available to all interested employees. The College will give preference on a space available basis to employees who were not able to participate in desired trainings for work-related reasons when the training is next offered.

TIPS (or other alcohol awareness) training shall be offered once each year to College Club banquet captains and wait staff and shall be open to other bargaining unit employees in the dining services department who indicate an interest in providing back up in the College Club on an overtime basis. TIPS training for those employees who regularly work in positions outside of the College Club shall be voluntary and taken on the employees' own time. Completion of such training shall not create any rights to employment at the College Club other than those rights already set forth in this Agreement.

# Article 34 Duration of Agreement

- 34.1 <u>Effective Date and Termination</u>. This Agreement shall become effective as of July 1, 2008 and shall continue in full force and effect until June 30, 2012, and shall be automatically renewed from year to year thereafter unless, on or before April 10, 2012 or on or before April 10 of any year thereafter if this Agreement has been automatically renewed, either party shall give the other a notice in writing of its intention to terminate.
- 34.2 Collective bargaining negotiations for a successor agreement, if any, shall commence no later than six (6) months prior to the expiration of the current agreement.

IN WITNESS WHEREOF the parties hereto set their hands and seals by their duly authorized representatives as of the day and year first above written.

INDEPENDENT MAINTENANCE AND SERVICE EMPLOYEES' UNION OF AMERICA	WELLESLEY COLLEGE

### PROVISIONS FOR ADVANCEMENT

#### Physical Plant Mechanic A and B Job Classification

An employee shall advance from Mechanic B to A only if:

- (I) he has completed at least (1) year of satisfactory service in the job classification of Mechanic B.
- (II) he has the requisite license, if any, for carrying on his trade as a Mechanic A, and
- (III) he is approved for such advancement by a Board of Review consisting of two (2) members designated by the College and two (2) members designated by the Union. (IV) The Board of Review shall approve such advancement to Mechanic A only if it finds that the employee has met the following standards: That he/she has the skill and ability required to perform the work of a Mechanic A on a regular basis. If the Board of Review approves such advancement, it will be effective as of the date of the Board's decision. The Board of Review shall act by majority vote. If the Board is deadlocked on the question of approving such advancement, the employee shall not be advanced to Mechanic A, but the question of his advancement may be submitted to the grievance procedure and arbitration hereunder for determination in accordance with the foregoing standards and requirements. In the event that such advancement is awarded through arbitration, the arbitrator shall determine the effective date thereof.

### Trades Helper A3, A2, Al, B and C Job Classifications

Advancement of an employee from Trades Helper C to Trades Helper B to Trades Helper Al shall be within the discretion of the College. An employee shall advance from Trades Helper Al to Trades Helper A2 after (1) year of satisfactory service in the job classification of Trades Helper A 1. However, the College in its discretion may advance a Trades Helper A2 to Trades Helper A3 at any time after six (6) months but less than one (1) year of such service, provided that this matter shall not be subject to the grievance procedure or arbitration. An employee shall advance from Trades Helper A3 to Mechanic B after one (1) year of satisfactory service in the job classification of Trades Helper A3.

#### **Trades Helper Positions**

During the term of this agreement, it is the College's intent to hire at least two qualified academic-year employees during the winter and summer terms. The parties agree that employees hired into these positions, if any, may be required to float and therefore should not expect to be assigned to a single shop. The rate at which these employees will be paid during these assignments will be the Trades Helper C rate. At the conclusion of any summer or winter assignment, employees will receive an evaluation of their performance. The supervisor's judgment regarding the employee's skills in performing the tasks to which they were assigned will be considered solely for purposes of eligibility for future trade shop work.

- 1. Any employee in the Head of Shop category who has a Mass. State Master's license with respect to his job classification as an Electrician, Steamfitter, Pipefitter, or Plumber will receive a rate of:
- \$ 31.95 per hour effective July 1, 2008
- \$ 32.91 per hour effective July 1, 2009
- \$ 33.89 per hour effective July 1, 2010
- \$ 35.06 per hour effective July 1, 2011
- **2.** Any employee in the Mechanic A category who has a Mass. State Master's license with respect to his job classification as an Electrician, Steamfitter, Pipefitter or Plumber will receive a rate of:
- \$ 29.30 per hour effective July 1, 2008
- \$ 30.16 per hour effective July 1, 2009
- \$ 31.09 per hour effective July 1, 2010
- \$ 32.16 per hour effective July 1, 2011

#### Grounds

A Grounds person who has demonstrated the required qualifications may be promoted to Groundskeeper after six (6) months of satisfactory service as a Grounds person. In any event, he may be promoted to Grounds Keeper after one (1) year of satisfactory service as a Grounds person. Groundskeeper will be eligible to advance to Senior Groundskeeper if he has (2) of the following three (3) licenses: Class II Driver's License, Spray License and/or a Hoist License.

#### Motor Pool

The provisions for advancement in the Physical Plant Department will also apply to advancement in the Motor Pool Department. Such provisions with respect to Mechanic A and B will apply to Garage Mechanic A and B and such provisions with respect to Trades Helper A3, A2, Al, B and C will apply, respectively, to the corresponding job classifications in the Motor Pool Department.

Garage Mechanics certified to work on motor vehicles AC (Clean Air Act, sec. 609) as mandated by the Environmental Protection Agency, will be paid at the rate of a Master Mechanic.

**Plumbers**Plumbers with the following hourly rates based on license

Position	As of 07/01/08	As of 07/01/09	As of 07/01/10	As of 07/01/11
Head of Shop				
with Class 2 distribution and Class 2 treatment	34.54	35.57	36.64	37.92
with Class 2 distribution and Class 1 treatment	33.85	34.87	35.91	37.17
Mechanic A – Master Plumber				
with Class 2 distribution and Class 1 treatment	31.07	32.00	32.96	34.12
with Class 1 distribution and Class 1 treatment	30.43	31.34	32.28	33.41

Position	As of 07/01/08	As of 07/01/09	As of 07/01/10	As of 07/01/11
with Class 1 distribution or treatment	29.84	30.73	31.65	32.76
Mechanic A – Journeyman Plumber				
with Class 2 distribution and Class 1 treatment	29.65	30.54	31.46	32.56
with Class 1 distribution and Class 1 treatment with Class 1 distribution or treatment	29.08 28.52	29.95 29.37	30.85 30.25	31.93 31.31

- 1. The Head of Shop Plumbing shall be required to hold at least a Class 2 distribution and a Class 1 treatment.
- 2. The secondary operator shall be required to hold at least a Class 1 distribution and Class 1 treatment.

#### Science Center

An employee shall advance from Assistant Horticulturist B to Assistant Horticulturist A after one (1) year of satisfactory service in the job classification of Assistant Horticulturist B

#### **Physical Education**

An employee shall advance from Trades Helper A2 to Trades Helper A3 after one (1) year of satisfactory service in the job classification of Trades Helper A2. However, the College in its discretion may advance a Trades Helper A2 to Trades Helper A3 at any time after six (6) months, but less than one (1) year of such service, provided that this matter shall not be subject to the grievance procedure or arbitration.

#### Steamfitter

- 1. The College encourages and, consistent with the provisions of the collective bargaining agreement, will pay the costs for employees in the Pipe Shop to acquire and maintain the following licenses and/or certifications: (1) welding certification; (2) journeyman sprinkler fitters license; (3) oil burner technician license; and (4) refrigeration license.
- 2. Pipefitters working in the Pipe Shop who possess one or more of the above licenses or certifications shall be paid a differential of \$0.80 per hour in the case of a Master Mech A HOS for each such license or certification held, \$0.70 per hour in the case of a Master Mech A for each such license or certification held, and \$0.60 per hour in the case of a Mech A for each such license or certification held. Thus, effective July 1, 2008, the following rates will apply:

Position	1-Jul 2008	2009	2010	2011
Head of Shop	30.59	31.51	32.46	33.59
+1	31.39	32.31	33.26	34.39
+2	32.19	33.11	34.06	35.19
+3	32.99	33.91	34.86	35.99
+4	33.79	34.71	35.66	36.79
(includes \$ 80 differential/certifi	cation)			

Position	1-Jul	2008	2009	2010	2011
Master Pipefitter		29.30	30.18	31.09	32.18
+1		30.00	30.88	31.79	32.88
+2		30.70	31.58	32.49	33.58
+3		31.40	32.26	33.19	34.28
+4		32.10	32.98	33.89	34.98
(includes \$.70 differe	ntial/certification)				
Journeyman Pipefit	ter	27.99	28.83	29.70	30.74
+1		28.59	29.43	30.30	31.34
+2		29.19	30.03	30.90	31.94
+3		29.79	30.63	31.50	32.54
+4		30.39	31.23	32.10	33.14
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(includes \$.60 differential/certification)

The payment of these differentials to an employee is contingent upon the currency of the employee's licenses and/or certifications.

The payment of these differentials to any employee, who, as of the date of this agreement, May 2, 2004, is an unlicensed pipefitter, will be contingent upon that employee's applying for admission into an apprentice pipefitter program. His/her continued employment as a pipefitter with the College will be contingent upon his/her completing the apprenticeship program for a pipefitter within four (4) years of the date of this agreement, and subsequently obtaining a journeyman's pipefitter license within six (6) years from the date of this agreement. A master's pipefitter license must be obtained within one (1) year of any appointment to a Head of Pipe position.

Specialty Shop

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	07/01/08	07/01/09	07/01/10	07/01/11
Position	+4%	+3%	+3%	+3/5%
Head of Shop*				
with Class 2 treatment	34.38	35.41	36.47	37.75
with no additional certification	32.47	33.44	34.45	35.65
Mechanic A – Master				
with Class 2 treatment	31.58	32.53	33.50	34.68
with no additional certification	29.83	30.72	31.65	32.75
Mechanic A – Refrigeration Technician				
with Class 2 treatment	31.59	32.54	33.51	34.69
with no additional certification	29.83	30.72	31.65	32.75
Mechanic A – Journeyman				
with Class 2 treatment	30.20	31.11	32.04	33.16
with no additional certification	28.53	29.39	30.27	31.33

	07/01/08	07/01/09	07/01/10	07/01/11
Position	+4%	+3%	+3%	+3/5%
Mechanic B				
with Class 2 treatment	28.97	29.84	30.73	31.81
with no additional certification	27.36	28.18	29.03	30.04

<sup>\*</sup> The Head of Shop shall be required to hold at least a Masters License and Class 2 treatment.

#### WAGE ADJUSTMENTS:

#### Moving Allowance

Any employee (other than Truck Driver/Heavy or Driver) who is assigned by the College to work and does work three (3) hours or more in any work day moving furniture or heavy equipment between buildings will receive a 10% wage differential for the time spent in such work on that work day.

#### **Utility Mechanic**

Upon the hiring of Utility Mechanics, the rates of Mechanic B, Mechanic A, Master Mechanic and Head of Shop in the Electrical, Plumbing, Specialty, Steamfitter/Pipefitter and Locksmith shop shall increase by \$1.00 per hour.

### WAGE SCALES

Union Wages 2008-2011	4%	3%	3%	3.5%
Rates Effective July 1	2008	2009	2010	2011
	Hourly	Hourly	Hourly	Hourly
Physical Plant				
Head of Shop Technology	\$37.16	\$38.27	\$39.42	\$40.80
Communication Technician	\$31.95	\$32.91	\$33.89	\$35.08
Mechanic A/Technology	\$31.95	\$32.91	\$33.89	\$35.08
Energy Coordinator	\$37.16	\$38.27	\$39.42	\$40.80
Mechanic A/ Energy Master	\$31.95	\$32.91	\$33.89	\$35.08
Mechanic A/ Energy	\$30.59	\$31.51	\$32.46	\$33.59
Master Mechanic/Head of Shop * ' "	\$31.95	\$32.91	\$33.89	\$35.08
Heads of Shop				
Electrical	\$30.59	\$31.51	\$32.46	\$33.59
Plumber *	\$30.59	\$31.51	\$32.46	\$33.59
Steamfitter "	\$30.59	\$31.51	\$32.46	\$33.59
Specialty '	\$30.59	\$31.51	\$32.46	\$33.59
Locksmith	\$30.59	\$31.51	\$32.46	\$33.59
Carpenter	\$30.59	\$31.51	\$32.46	\$33.59
Paint	\$30.59	\$31.51	\$32.46	\$33.59
Sheetmetal	\$30.59	\$31.51	\$32.46	\$33.59

Union Wages 2008-2011 Rates Effective July 1	4% 2008	3% 2009	3% 2010	3.5% 2011
	Hourly	Hourly	Hourly	Hourly
Master Mechanic/Mechanic A * ' "	\$29.30	\$30.18	\$31.09	\$32.18
Mechanic A				
Electrical	\$27.99	\$28.83	\$29.70	\$30.74
Plumber *	\$27.99	\$28.83	\$29.70	\$30.74
Steamfitter "	\$27.99	\$28.83	\$29.70	\$30.74
Specialty/Refrigeration '	\$27.99	\$28.83	\$29.70	\$30.74
Locksmith	\$27.99	\$28.83	\$29.70	\$30.74
Carpenter	\$27.99	\$28.83	\$29.70	\$30.74
Paint/Plaster	\$27.99	\$28.83	\$29.70	\$30.74
Sheetmetal/Roof	\$27.99	\$28.83	\$29.70	\$30.74
Utility Mechanic	\$26.85	\$27.65	\$28.48	\$29.48
Licensed Welder	\$29.28	\$30.15	\$31.06	\$32.15
Mechanic B				
Electrical	\$26.84	\$27.65	\$28.48	\$29.47
Plumbing *	\$26.84	\$27.65	\$28.48	\$29.47
Specialty '	\$26.84	\$27.65	\$28.48	\$29.47
Steamfitter "	\$26.84	\$27.65	\$28.48	\$29.47
Locksmith	\$26.84	\$27.65	\$28.48	\$29.47
Paint	\$26.84	\$27.65	\$28.48	\$29.47
Carpentry	\$26.84	\$27.65	\$28.48	\$29.47
Sheetmetal	\$26.84	\$27.65	\$28.48	\$29.47
Utility Mechanic	\$26.84	\$27.65	\$28.48	\$29.47
Trades Helpers A3	\$25.61	\$26.38	\$27.17	\$28.13
Trades Helpers A2	\$23.26	\$23.95	\$24.67	\$25.54
Trades Helpers A1	\$21.70	\$22.35	\$23.02	\$23.83
Trades Helpers B	\$19.86	\$20.46	\$21.07	\$21.81
Trades Helpers C	\$18.78	\$19.34	\$19.92	\$20.62
POWER PLANT				
Lead Watch Engineer	\$32.90	\$33.89	\$34.90	\$36.12
Engine Mechanic/Watch Engineer	\$30.00	\$30.90	\$31.83	\$32.95
Watch Engineer/2nd and 3rd	\$28.81	\$29.68	\$30.57	\$31.64
Watch Fireperson/lst Class	\$27.12	\$27.93	\$28.77	\$29.78
GROUNDS SERVICE				
Head Groundskeeper	\$30.57	\$31.48	\$32.43	\$33.56
Asst. Head Grounds	\$25.50	\$26.26	\$27.05	\$28.00
Arborist	\$25.50	\$26.26	\$27.05	\$28.00
Greenskeeper	\$25.50	\$26.26	\$27.05	\$28.00
48				

Union Wages 2008-2011	4%	3%	3%	3.5%
Rates Effective July 1	2008	2009	2010	2011
	Hourly	Hourly	Hourly	Hourly
Lead Groundskeeper	\$25.22	\$25.98	\$26.76	\$27.69
Grounds/Specialist	\$23.46	\$24.16	\$24.89	\$25.76
Senior Groundskeeper	\$22.42	\$23.09	\$23.79	\$24.62
Groundskeeper	\$20.95	\$21.57	\$22.22	\$23.00
Groundsperson	\$19.14	\$19.72	\$20.31	\$21.02
MOTOR POOL				
Head Motor Pool	\$31.95	\$32.91	\$33.89	\$35.08
Garage Mechanic A	\$27.99	\$28.83	\$29.70	\$30.74
Garage Mechanic B	\$26.82	\$27.62	\$28.45	\$29.45
Driver/Heavy/Recycle.	\$25.65	\$26.42	\$27.22	\$28.17
Driver	\$23.51	\$24.22	\$24.95	\$25.82
Transportation Coordinator	\$23.51	\$24.22	\$24.95	\$25.82
CUSTODIAL SERVICE				
Lead Custodian	\$24.88	\$25.63	\$26.39	\$27.32
Assistant Lead Custodian	\$20.42	\$21.03	\$21.66	\$22.42
Custodian	\$19.18	\$19.75	\$20.34	\$21.06
Lead Swim. Pool Maint	\$23.96	\$24.68	\$25.42	\$26.31
Swim Pool Maintenance	\$19.82	\$20.41	\$21.03	\$21.76
Combined Building Custodian	\$19.82	\$20.41	\$21.03	\$21.76
FOOD SERVICE				
Head Cook (400)	\$25.64	\$26.41	\$27.20	\$28.15
Head Cook	\$24.07	\$24.79	\$25.54	\$26.43
Second Cook (400)	\$22.62	\$23.29	\$23.99	\$24.83
Second Cook	\$21.37	\$22.02	\$22.68	\$23.47
Third Cook (400)	\$21.04	\$21.67	\$22.32	\$23.10
Display Cook	\$21.04	\$21.67	\$22.32	\$23.10
Third Cook	\$20.03	\$20.64	\$21.26	\$22.00
Third Cook -Floater	\$20.03	\$20.64	\$21.26	\$22.00
Pizza / Grill Cook	\$19.43	\$20.01	\$20.61	\$21.33
General Cook	\$17.82	\$18.35	\$18.90	\$19.56
Storekeeper	\$17.82	\$18.35	\$18.90	\$19.56
Storekeeper/GSW	\$16.91	\$17.42	\$17.94	\$18.57
General Service Wkr,	\$16.60	\$17.08	\$17.60	\$18.21
Assistant Baker	\$24.07	\$24.79	\$25.54	\$26.43
GSW/Deliveries	\$21.36	\$22.00	\$22.67	\$23.46
Storekeeper/Baker Help	\$17.82	\$18.35	\$18.90	\$19.56
Bakers Helper A	\$17.82	\$18.35	\$18.90	\$19.56
CAMPUS CENTER				
Production Cook	\$25.64	\$26.41	\$27.20	\$28.15

Union Wages 2008-2011	4%	3%	3%	3.5%
Rates Effective July 1	2008	2009	2010	2011
	Hourly	Hourly	Hourly	Hourly
Display Cook	\$21.03	\$21.66	\$22.31	\$23.10
Pizza Cook	\$21.03	\$21.66	\$22.31	\$23.10
Rounds Cook	\$21.03	\$21.66	\$22.31	\$23.10
Coffee Shop Attendant	\$19.43	\$20.01	\$20.61	\$21.33
Cashier	\$18.02	\$18.56	\$19.12	\$19.79
Cold Food Prep	\$18.02	\$18.56	\$19.12	\$19.79
Receiver	\$17.82	\$18.35	\$18.90	\$19.56
GSW - Combined	\$16.60	\$17.08	\$17.60	\$18.21
SCIENCE CENTER				
Senior Horticulturist	\$30.59	\$31.51	\$32.46	\$33.59
Horticulturist	\$25.51	\$26.28	\$27.07	\$28.01
Assistant Horticulturist A	\$22.21	\$22.88	\$23.57	\$24.39
Assistant Horticulturist B	\$18.89	\$19.46	\$20.04	\$20.75
Animal Technologist	\$30.60	\$31.51	\$32.46	\$33.59
Animal Technician	\$25.50	\$26.27	\$27.05	\$28.00
PHYSICAL EDUCATION				
Equipment Specialist	\$30.59	\$31.51	\$32.46	\$33.59
Mechanic A/Boat House	\$27.99	\$28.83	\$29.70	\$30.74
Mechanic B/Boat House	\$26.82	\$27.62	\$28.45	\$29.45
Trades Helper A-3	\$25.61	\$26.38	\$27.17	\$28.13
Trades Helper A-2	\$23.26	\$23.95	\$24.67	\$25.54
Trades Helper A-1	\$21.70	\$22.35	\$23.02	\$23.83
SPORTS CENTER				
Department Coordinator	\$24.88	\$25.63	\$26.39	\$27.32
Asst Department Coordinator	\$21.34	\$21.98	\$22.64	\$23.43
DISTRIBUTION				
Stock Person	\$21.38	\$22.02	\$22.68	\$23.48
POST OFFICE				
Stock Delivery Person	\$23.51	\$24.22	\$24.95	\$25.82
COLLEGE CLUB				
Second Chef	\$23.27	\$23.96	\$24.68	\$25.55
Third Chef	\$22.22	\$22.88	\$23.57	\$24.39
Banquet Captain	\$17.16	\$17.16	\$17.16	\$17.16
General Chef	\$20.16	\$20.76	\$21.39	\$22.14
Custodian/GSW	\$19.18	\$19.75	\$20.34	\$21.06
Chef Helper	\$16.57	\$17.07	\$17.58	\$18.20
Dishmachine Operator	\$17.17	\$17.68	\$18.21	\$18.85
50				

Union Wages 2008-2011 Rates Effective July 1	4% 2008	3% 2009	3% 2010	3.5% 2011
	Hourly	Hourly	Hourly	Hourly
Dishmachine Relief	\$17.17	\$17.68	\$18.21	\$18.85
General Service Worker	\$17.17	\$17.68	\$18.21	\$18.85
Waitperson	\$10.65	\$10.65	\$10.65	\$10.65
COLLINS CAFE				
Second Cook	\$21.36	\$22.00	\$22.67	\$23.46
Set Up worker	\$17.98	\$18.52	\$19.08	\$19.75
General Service Worker	\$16.57	\$17.07	\$17.58	\$18.20
Non-service charge rate				
(Paid time off rate)				
Banquet Captain	\$20.69	\$21.31	\$21.95	\$22.72
Waitperson	\$16.50	\$17.00	\$17.51	\$18.12

<sup>\* 6 66</sup> 

<sup>\*</sup> Plumbers - refer to Provisions for Advancement

<sup>&</sup>quot; Steamfitters - refer to Provisions for Advancement

<sup>&#</sup>x27; Specialty Shop - refer to Provisions for Advancement

#### Housing Side Letter

For the term of this Agreement, the College shall continue to provide College housing to the same two bargaining unit employees living in College housing as of July 1, 2008 at their current rental rates. With reasonable prior notice of no less than sixty (60) days, the College may relocate the employee(s) residing in College housing to alternative College-owned housing within walking distance of the campus. If the College exercises this option, it shall arrange for and pay the reasonable costs of moving these employees Beginning in the 2008 tax year, the College shall include in these employees' taxable wages the difference between the rent paid by these employees and the fair market value of the housing provided as determined by New England Real Estate Valuation, Inc., the independent appraiser utilized by the College. The College will reimburse these employees for the tax liability incurred by them from January 1, 2008 through June 30, 2008 as a result of the provision of this housing.

Alternatively, either of the two bargaining unit employees living in campus housing as of July 1, 2008 may elect to vacate such units. If they elect to do so on or before December 31, 2008, the College will arrange for and pay the reasonable costs of moving these employees to locations within thirty (30) miles of the campus. In addition, the College will pay these employees a lump sum amount of (\$1000.00) each within two (2) weeks after vacating College housing. Such amounts will be considered income and subject to all required deductions.

No other changes will be made in the presently existing practices with respect to room, rent, uniforms and laundry without consulting the Union, and the College acknowledges that any such changes will be subject to the College's obligation to bargain in good faith with the Union and to the grievance and arbitration provisions of the Agreement between the College and the Union.

#### College Club Side Letter

Effective July 1, 2008, the wait staff at the Wellesley College Club (the "College Club") shall be paid at the rate of \$10.65 per hour, and the banquet captain at the College Club shall be paid at the rate of \$17.16 per hour. In addition, the wait staff and banquet captain will each share in the daily gratuities of the College Club based upon a service charge calculated in accordance with the following:

- 1. The service charge applied to functions booked at the College Club, other than in the Main Dining Room, following the effective date of this Side Letter will not be less than 18%;
- 2. The service charge applied to functions booked in the Main Dining Room following the effective date of this Side Letter will not be less than 16%. The College agrees to consider increasing this charge to 18% if business in the Main Dining Room improves significantly during the term of this Agreement;
- 3. Cash tips paid to the bartender shall be included in the daily pool of shared gratuities;
- 4. The amount of service charge paid to each employee is the total amount of the service charge collected divided by the number of people working that day;
- 5. Service charge collected during the day and evening shifts are pooled together; and
- 6. If someone works a double shift (day and evening) they are counted twice for the purpose of service charge distribution.

For the purpose of this Agreement, the following applies:

- 1. All tips will be counted toward pension calculation;
- 2. Vacation, sick, personal days, and disability leave will be paid at the non-service charge wage rate in effect on July 1, 2008, plus applicable across-the-board increases;
- 3. In the event there are no functions on any given Monday, then the 40 hours banquet captain position will be paid at the wage rate in effect on July 1, 2008, plus applicable across-the-board increases; and
- 4. Any overtime will be paid at the current hourly rates of \$10.65 and \$17.16 plus applicable across-the-board increases.
- 5. The parties agree that for the term of this agreement, the College Club wait staff and banquet captains shall receive their non-service charge wage rate for catering or other work performed for the College outside the College Club. We can inform the wait staff and banquet captains of this agreement and this could also be disclosed at the time of new hires or transfers into these positions.

If at any point the College decides to eliminate the service charge system, wages for the wait staff and banquet captain would revert back to the wage rates in effect on July 1, 2008, plus applicable across-the-board increases.

The parties agree that this Side Letter is entered into without precedent.

#### Trades Assistant Side Letter

- 1) The parties agree that during the term of this agreement the College may establish the new position of second-shift trades assistant to be compensated at a Trades Helper A-2 pay rate.
- 2) The primary duties of the trades assistant shall, in accordance with the position's job description, be to: (a) perform scheduled maintenance as determined by the College; (b) provide assistance to trades employees working on the same shift; (c) contact and consult with the appropriate tradesperson(s) about maintenance and repair issues that arise during his or her shift; (d) arrange call backs in accordance with the practice of the shops; (e) take corrective action to resolve minor problems and (f) take corrective action in the event of an immediate threat of damage to College property or harm to persons.
- The job description of the trades assistant shall be agreed upon by the parties prior to the College posting the position.
- 4) The trades assistant will be assigned to work a schedule of five consecutive eight hour days, Monday-Friday. For the first three months after hire, the trades assistant will undergo training by rotating through the trade shops during the day shift. For the following three months, the trades assistant will work a 12:00 p.m. to 8:00 p.m. shift. At the end of this six-month orientation period, or such longer or shorter period that the parties agree upon, the trades assistant will be assigned to work his or her regular second-shift hours.
- 5) In no event will the trades assistant perform any work which requires a trades license. In addition, the trades assistant will not be compensated for any license he/she possesses or obtains.
- 6) There shall be only one trades assistant unless the parties agree otherwise.
- 7) This agreement is to be implemented on an eighteen month trial basis to begin on the date the trades assistant is hired. If at the end of the trial period either party is dissatisfied with the outcome of this pilot program, the parties shall meet and discuss other arrangements that are mutually acceptable. The program shall only continue on terms agreed upon by the parties.

#### Working Group Side Letter:

The parties agree to establish a working group of three bargaining unit and three management employees which will begin to meet within three months from ratification to consider in advance of negotiations for the next Agreement appropriate job titles, market-sensitive rates, and internal equity for bargaining unit positions. The work of this group will inform the parties' discussions during the next round of negotiations. The group will not negotiate over any changes in contractual wage rates nor is its purpose to lower the rates of any current bargaining unit employees. The joint working group will consider wage adjustments proposed during contract negotiations as its first order of business. If the joint working group reaches agreement on any such wage adjustments, and the bargaining unit and the College administration ratify such agreement, then the changes will be implemented immediately thereafter.

### Side Letters 1999-2002 Contract Side letter of Agreement I

#### Utility Mechanic

- 1. The College may hire up to two (2) Utility Mechanics during the first year of the contract and one (1) in each additional year.
- Utility Mechanics shall not be called back to work for hours when a Utility Mechanic is not scheduled to work unless day-shift mechanics have been given the opportunity to perform work. If day shift mechanics are unavailable, the Utility Mechanic may be called back on a mandatory basis.
- 3. No day shift mechanic will have his/her position eliminated to or be reassigned to the evening shift directly or indirectly as a result of the hiring of Utility Mechanics.
- 4. Utility Mechanics will not be assigned to work on defined projects unless there is shortage of qualified personnel.
- 5. Relevant experience for qualifying for a Utility Mechanic position shall include work as a College custodian.