

2023 COLLEGE – UNION AGREEMENT

BETWEEN

WELLESLEY COLLEGE

AND

INDEPENDENT MAINTENANCE

AND SERVICE EMPLOYEES’

UNION OF AMERICA

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2023 COLLEGE- UNION AGREEMENT

AGREEMENT made 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 police officers, 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.
- (c) Temporary employees shall mean employees of the College, of a temporary employment agency, or of the College's dining services contractor who are employed at the College on a temporary basis to perform bargaining unit work for 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, they then shall become an employee within the bargaining unit. Notwithstanding the foregoing, the College may hire temporary employees to work twenty (20) or more hours 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, Trades Helper B and/or Custodian and provided that such positions have been posted but not filled in accordance with 2.1(c). Such temporary employee shall be paid no less than the Massachusetts minimum wage rate for non-tipped employees and no less than \$6.75 for tipped employees, or such higher rate as may be established under Massachusetts law, 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, they shall then become an employee within the bargaining unit and the time they spent as a temporary employee shall be counted toward the probationary period hereunder.

- (d) 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 2.1(c) 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 wage rate for College Club employees sharing in the tip pool of no less than the effective wage rate for Waitpersons (plus tips, as applicable).
- (e) On a monthly basis, the College will furnish the Union with the name of each temporary and casual employee as defined in Article 2.1(b), their 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 Definitions. 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 below, shall mean an employee within the bargaining unit.
- (c) “Full-time employee” shall mean an employee who regularly works a full-time workweek.
- (d) “Part-time employee” shall mean an employee who regularly works at least twenty (20) hours per week but less than a full-time workweek.
- (e) “Full-year employee” shall mean an employee who is employed on a regular full-year basis.
- (f) “Academic-year employee” 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.
- (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 7.3.
- (j) “Working days” shall mean Mondays through Fridays, except for holidays listed in Section 9.1.
- (k) The word “poor attendance list” for the purposes of this agreement shall be used to describe the status of an employee who, because of their 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 their seniority shall be a probationary employee during the first one-hundred-and-twenty (120) consecutive calendar days of their employment from the date of their most recent hiring, which period shall be their probationary period. However, there shall not be counted toward a probationary employee's one-hundred-and-twenty (120) day probationary period any time in which they do not work on account of sickness or accident or due to the closing of the College for academic vacations or any time in which they work temporarily during academic vacations in a department other than the department in which they were hired or rehired (although they shall be paid at the applicable wage rate for probationary employees for such work); and at the end of such time their probationary period shall be resumed. During an employee's probationary period, they 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 their probationary period, they shall be added to the seniority list and their seniority date shall be the date of their 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 an employee who has completed their 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 their 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 18.4 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 their 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 they are qualified and for which there are no bidders with greater seniority, or bumping into the position of a less senior employee for which they are 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. Severance pay shall be paid on a weekly basis.

- 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 on a monthly basis following their 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 their 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; provided, however, that upon recall and the reinstatement of medical/dental coverage, severance and COBRA payments shall cease.
- f. An employee who has been laid off by the College and who is recalled or otherwise reemployed by the College shall, in the event of a subsequent layoff, receive severance pay as provided for in section (a) above, reduced by any amount paid to the employee pursuant to section (a) as a result of the earlier layoff.

Article 3
Union Security and Dues

3.1. Union Shop. 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 their 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. Eligibility for Union Membership. 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. Deduction of Dues. 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 College shall provide the Union with an alphabetized list of employees from whom dues are deducted and the amount of dues deducted from each such employee for the weeks in which dues are deducted. 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
Discipline and Discharge

5.1. Employees shall not be disciplined or discharged without just cause. The College shall notify the Union when employees receive discipline that is placed in their personnel record and is subject to the grievance procedure. When discipline is issued, the College shall do so in a timely manner.

If an employee has received any discipline greater than a verbal warning within one year prior to bidding on an open position, the fact of receiving the discipline shall not preclude the employee from being considered for the open position. However, the discipline can be considered by the College in determining whether the employee will be awarded the position. In considering the discipline, the College will consider the nature of the discipline, the length of time since the discipline was issued, and the employee's overall performance record.

Article 6
Grievances and Arbitration

6.1. Grievance Procedure. 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 6.4, 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 ten (10) working days after the written grievance has been submitted to him/her.

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 their 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 their designated representative, which shall be held within five (5) working days after having been requested by the Union. The department head or their 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 their designated representative has given their 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.

6.2 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 or the Labor Relations Connection that the arbitrator be selected in accordance with the selected agency's rules 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.

6.3 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 payment will be at the employee's regular straight-time hourly rate. The College shall not be required to pay for time lost in arbitration.

6.4 Employees' Right to Present Grievances. 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 6.3 with respect to pay for time lost will also apply to any employee presenting grievances to the College in accordance with this Section 6.4.

6.5 Information Requests. The Union and the College shall provide responses to information requests in a timely manner. The Union shall direct information requests to the Human Resources Department, who will be responsible for responding to the requests; or, alternatively, Union's counsel may direct such requests to the College's labor counsel, to respond on behalf of the College. The College shall direct information requests to the Business Agent or their designated representative, who will be responsible for responding to requests; or, alternatively, the College's labor counsel may direct such requests to the Union's counsel to respond on behalf of the Union.

If the Union has unanswered information requests relating to a grievance, the grievance timelines for the Union within this Article shall be extended until the College responds to the information request. If the College has unanswered information requests relating to a grievance, the grievance timelines for the College within this Article shall be extended until the Union responds to the information request.

Article 7 **Wages**

7.1 Schedule A. 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.

Employees hired into positions in the Dining Services and College Club as well as into Animal Technologist and Animal Technician positions after the date of ratification of this agreement will be paid in accordance with the wage progression schedule set forth below, at rates based on percentages of the applicable rates set forth in Schedule A hereto in accordance with their continuous employment as follows:

- Date of Hire – 80%
- End of probationary period – 90%
- First anniversary date of hire – 100%

Current employees whose wages were being paid under the tier system set forth in Article 7.1 of the 2019-2023 collective bargaining agreement shall be subject to the tier system set forth above, and the College shall advance their wages accordingly.

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.

7.2 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 at least five (5) days prior notice thereof to the Union. If the job contains new or changed job requirements, the College shall provide the Union with a written statement of the reasons for the new or changed requirements. The College will endeavor to provide as much advance notice as possible to the Union or interested employees of any new or changed job requirements for an upcoming posting, so that internal applicants can seek to meet those requirements. 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 or the various job classifications shall be maintained.

7.3 Shift Differentials. A shift differential of four percent (4%) shall be added to 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 seven percent (7%) 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 seven percent (7%) 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.

Employees who work any hours on a second or third shift, which are not contiguous with the regularly assigned hours, shall receive the shift differential applicable to those hours. This language does not apply to call back hours under Article 8.4.

Employees are only entitled to shift differential pay when they work the shift requiring the differential, except:

- (1) 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 their regular shift differential. Such changes do not include the assignment of overtime hours.

- (2) Employees regularly scheduled to a shift with differential pay shall receive the differential on paid time off.

7.4 Wage Scales. All current bargaining unit job descriptions shall be available for review in the Human Resources Office. 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.

7.5 Direct Deposit. Effective July 1, 2009, the wages of all employees shall be paid by direct deposit on the College's regular payday 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.

7.6 Payroll Errors. In the event that an employee is overpaid due to a payroll error, they shall not be required to repay that amount at a rate greater than 5% of their gross wages per paycheck. Nothing in the foregoing sentence prohibits an employee from voluntarily agreeing with the College to a more rapid repayment schedule. Underpayment and late payments to employees shall be remedied within two weeks of notice to the College of the error, unless the College has engaged in reasonable efforts to determine whether an underpayment or late payment has occurred, needs additional time to determine whether such payment is due, and has notified the Union of the needed extension.

Article 8 **Hours and Overtime**

8.1 Hours of Work.

- (a) Work Week Schedules.

1. The normal workweek 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 workweek 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) weeks' 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.

2. 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.
 - i. 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.
 - ii. 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 their 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.
 - iii. 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 their position will be posted for job bids.
3. Time arranged for eating meals is not included in the workweek, 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 workweek, unless a change is necessary at periods other than the beginning and end of the workday.

4. The changes in schedules covered by this Article do not include changing positions to a nine-month or twelve-month schedule.
- (b) Coffee. A coffee break of ten (10) minutes shall be given on College time at a time and place approved by the supervisor in advance. 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) Payroll Week. 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 hour paid meal break.
- (f) Emergency Closings.
 - i. Certain positions held by employees of the College are deemed by the College to be essential positions. Subject to the provisions below, employees in essential positions are expected to report to work when the College closes for any reason deemed appropriate by the College in its sole discretion. Employees in essential positions may arrange for substitutions within their classification with management approval. If at any time during the term of the agreement, the College expands the custodial essential personnel list beyond the list in effect for 2022-2023, the parties will meet and confer on the subject of permitting custodial substitutions.
 - ii. Employees in essential positions shall be notified of this classification by the College prior to the first day of classes each fall. All other employees shall be notified that their positions are not considered essential. Copies of said notices shall be provided to the Union's business agent. Changes in the College's identification of essential positions shall be communicated to employees and to the Union as soon as practicable after the start of classes but such changes will in no event be made immediately prior to or during a closing.
 - iii. Employees who are not in essential positions will not be expected to report to

work but, on occasion, may be requested to report to work during a period of closure by their supervisors. Each department will keep lists of employees within that department and/or other departments who have not been deemed essential but who are willing to work during closings. If additional employees are needed, supervisors shall request the assistance of employees who are on such lists and who are qualified to perform the identified need. Such requests will be made in a timely manner and in order of seniority, with preference first given to employees within the department where a need has been identified.

iv. The College will notify employees of the start time and end time of the College’s closure as soon as practicable following its decisions to close and to open by way of the College website’s homepage, radio broadcast, robocalls, or other mass communication mechanism deemed appropriate by the College. Employees in essential positions who report to work and other employees who report to work at the request of supervisors will be paid for their shifts unless the College has provided them timely notice that they are not needed.

v. In the event the College decides to close, employees will be paid as follows:

Work Status	Pay Status
Employees in essential positions who report to work	2 ½ times regular hourly rate for hours actually worked during the period of closure; any work performed before or after the period of closure will be paid at the straight-time hourly rate (plus any applicable differentials or overtime)
Employees in essential positions who do not report to work	An essential employee may obtain a substitute employee, who must be approved by management. In that event, a substitute employee will be paid as “Employees not in essential positions who report to work at the request of their supervisors,” and the employee who obtained an approved substitute will be paid as “Employees not in essential positions who do not report to work.”
Employees not in essential positions who report to work at the request of their supervisors	2 ½ times regular hourly rate for hours actually worked during the period of closure; any work performed before or after the period of closure will be paid at the straight-time hourly rate (plus any applicable differentials or overtime)

Employees not in essential positions who do not report to work	Regular straight-time hourly rate for the length of their regular shifts if they were scheduled to work during the period of closure (plus any applicable differentials)
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- (g) Grounds, Golf, Motor Pool, and Trades Summer Schedule. The College will endeavor to schedule Grounds and 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.
- (h) Custodial Summer Hours. Subject to a manager’s discretion and approval, summer night shifts may be shifted to start and end earlier than during the academic year. If some, but not all, shifts are shifted, custodial employees shall be allowed to bid into shifted positions by seniority.

In addition, the College will endeavor to schedule Custodial 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 Custodial Manager or designee.

The College reserves the right to modify any work location to accommodate campus needs.

8.2 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 forty (40) hours per workweek. 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 workweek shall be counted as regular hours worked in computing weekly overtime.

If an employee takes sick leave the day before or after they work voluntary overtime, such sick time shall not count as regular hours worked unless:

- A. The employee provides the College with proof of illness; or
- B. If the employee worked more than 16 hours straight on the day prior to the use of sick leave in the case of inclement weather.

- (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 workday 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 8.2(c) does not yield sufficient volunteers.
- (e) An employee in Facilities, Grounds or Custodial shall be paid a minimum of four (4) hours pay at the rate of time and one half (1 ½) their regular straight time hourly rate for any scheduled overtime assignment the start of which is not coincidental with the end of the employee’s shift.

8.3 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 their job without the prior permission of an authorized person. Any employee who deliberately and intentionally walks off their job without permission will no longer be considered an employee of the College.

8.4 Call-In Pay.

- (a) An employee shall be paid a minimum of four (4) hours’ pay at the rate of time and one-half (1 ½) their 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 their regularly scheduled hours, is summoned to work in an emergency and does any work assigned to them. This Section does not apply to planned overtime, of which the employee is given advance notice.

- (b) On a weekly basis, the Group Leader for each group will provide the College with a list of schedules and availability for on-call assignments. The College will provide the Union with an up-to-date list of the contact information of the Supervisors responsible for coordinating on-call assignments.
- (c) If no one in a trade selected for a callback is available, the following trades will provide backup subject to operational needs as reasonably determined by management:
 - 1. Electricians back up Electromechanics
 - 2. Electromechanics back up Electricians
 - 3. Pipefitters back up Plumbers
 - 4. Plumbers back up Pipefitters
 - 5. Sheetmetal Mechanics back up Carpenters
 - 6. Carpenters back up Sheetmetal Mechanics
 - 7. Carpenters back up Locksmiths

8.5 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.

On occasion, dining services supervisors will be allowed to work side by side with Union staff for no longer than two hours to allow for engagement with students, staff, faculty, and campus visitors. This will be limited to no more than two occasions per month. The College shall notify the Union no later than seven (7) calendar days in advance of any such occasion.

Article 9
Holidays and Holiday Pay

9.1

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Indigenous Peoples Day
President's Birthday	Thanksgiving
Patriot's Day	The Day After Thanksgiving
Memorial Day	Christmas
Juneteenth	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.

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

Memorial Day	Thanksgiving
Labor Day	Day After Thanksgiving
Indigenous Peoples Day	

9.2 Eligibility Requirements. In order to be entitled to holiday pay, an employee must have worked their full hours as scheduled on their last scheduled working day before the holiday and their next scheduled working day after the holiday, unless their 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 them.

9.3 Application of Holiday Pay. Full-year employees shall receive twelve (12) days of holiday pay per year, whether the holiday falls within their regularly scheduled workweek or on one (1) of their regular days off. The provisions of this Section are subject to the requirements of Section 9.2.

9.4 Computation of Holiday Pay. 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.

9.5

(a) Request to Take Holiday Off. Academic-year employees scheduled to work on a paid holiday may request to take the holiday off provided they request the day off in advance of the holiday. Such requests will not be unreasonably denied. Any openings that are created as a result, and which the College decides to fill, shall be filled by offering the work in accordance with Article 8.2(c) to other qualified Dining Services employees, who are normally scheduled to work that day, but whose dining hall is closed for the holiday.

- (b) Pay for Holiday. Full-year and academic year employees who are required to work on a holiday listed in Section 9.1 (a) or Section 9.1(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.

9.6 Special Time Off at Christmas. 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	½ 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 their straight-time pay for their regularly scheduled hours (not including any overtime hours) which they 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, they shall be paid for such hours actually worked at straight-time, in addition to the time-off pay provided in the preceding sentence.

Article 10
Vacations and Vacation Pay

10.1 Full-Year Employees.

a. Full-Year Employees Hired before July 1, 2023.

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:

<u>Continuous Employment</u> <u>as of July 1</u>	<u>Amount of Vacation</u> <u>and Vacation Pay</u>
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 or 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.

b. Full-Year Employees Hired On or After July 1, 2023.

Full-year employees shall receive vacations and vacation pay on July 1 in accordance with their continuous employment as of July 1, as follows:

<u>Continuous Employment</u>	<u>Amount of Vacation and Vacation Pay</u>
Less than 1 year	5/6 day for each month from date of hire to June 30 (e.g., hired on Sept. 1 shall receive 5/6 day times 10 months, or 8.33 days)
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 or 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.

Absent supervisory approval, full-year employees may not use vacation time during their probationary period.

10.2 Academic-Year Employees. 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 ½) 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 they commence work in September and continue to work until the end of the academic year in June, they 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 they schedule it in advance with the prior written approval of their 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 they schedule it in advance with the prior written approval of their 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 they schedule it in advance with the prior written approval of their 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 they schedule it in advance with the prior written approval of their 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.

10.3 Eligibility Requirements. In order to be entitled to full vacation and vacation pay as provided in Section 10.1(a), a full-year employee hired before July 1, 2023 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 they received some pay from the College for less than forty (40) weeks during such period, they will be entitled to reduced vacation and vacation pay in the proportion that the number of weeks for which they 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 10.2, an academic-year employee must receive some pay from the College for at least thirty (30) weeks during such academic year. If they receive some pay from the College for less than thirty (30) weeks during such academic year, they will be entitled to reduced vacation and vacation pay in the proportion that the number of weeks for which they receive some pay from the College during such academic year bears to thirty (30) weeks.

For the purposes of this Section and Section 10.5, 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.

Full-year employees hired on or after July 1, 2023 shall receive vacations and vacation pay on July 1 in accordance with their continuous employment as of July 1 as provided in Section 10.1(b).

10.4 Computation of Vacation Pay. 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.

10.5 Accrued Vacation Pay. If a full-year employee who has completed their probationary period is discharged or otherwise has their employment terminated by the College or if they retire or quit their employment with at least two (2) weeks' advance notice to the College, they shall receive any vacation pay which accrued to their credit on the last eligibility date and which they have not previously received. Full-year employees hired before July 1, 2023 will also receive vacation pay in recognition of their employment during the period since the last eligibility date, computed for such period as if the date of their termination were an eligibility

date and otherwise as provided in Sections 10.1(a) and 10.3. If an academic-year employee who has completed their probationary period is discharged or otherwise has their employment terminated by the College or if they retire or quit their employment with at least two (2) weeks' advance notice to the College, they shall receive vacation pay in recognition of their employment during the current academic year, computed as provided in Sections 10.2 and 10.3 (less any vacation pay already received by them 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 them at the end of the academic year in June.

10.6 Vacation Time. The College reserves the right to schedule all vacations. The College will honor an employee's choice of vacation time to the extent practicable and shall respond to employee requests for specified vacation time as soon as 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 8.2) 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.

10.7 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 they present to the Human Resources 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 they have any accumulated paid sick leave available.

However, if they have some accumulated paid sick leave available but not enough to cover the entire period of illness or injury, they 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 their accumulated paid sick leave. The employee will not be entitled to vacation pay for the period which they thus elect 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 they have accumulated paid sick leave available. They will thereafter receive additional vacation pay and, if they so request, vacation time off to compensate for the vacation pay lost for such period of sick time.

Article 11
Sick Leave

11.1 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 ½) 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 ½) 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 their 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 they have 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:

<u>Days Worked During Summer Session and Winter Term</u>	<u>Additional Days Of Sick Leave</u>
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 their 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 they would otherwise have worked. A part-time employee may thus use in a day more than one (1) day of their paid sick leave as defined in Section 11.2 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 their paid sick leave shall be charged accordingly. No employee shall receive any sick leave pay for a day on which they would not otherwise have worked or for a day for which they are 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 workday in which they sustain an industrial accident, they shall be paid at their regular straight-time hourly rate for the remainder of their straight-time hours lost from work on that day because of their accident and which they would otherwise have worked, and such payment shall not be charged to their paid sick leave. An employee who is receiving Workers' Compensation benefits may, at their option, use their sick leave pay to make up the difference between such benefits and their regular straight-time weekly pay, and their paid sick leave shall be charged accordingly.

11.2 Computation of Sick Leave. 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.

11.3 Accumulation of Sick Leave. At the end of any sick leave year (July 1 through 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.

11.4 Payout at Retirement. 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 them 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.

11.5 Conditions. 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 the employee has taken time off to (i) care for the employee's child, spouse, parent, or

parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or (ii) care for the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care; or (iii) attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent, or parent of spouse; or (iv) address the psychological, physical, or legal effects of domestic violence as defined under the Massachusetts Earned Sick Time Law. No employee shall be disciplined or penalized in any manner for the use of sick leave in accordance with this Article.

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 32) shall result in loss of pay for the day involved and prompt disciplinary action in repetitive cases.

- (b) Employees 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. 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 their 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 where the employee is absent on sick leave for more than 24 consecutively scheduled work hours 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. The College may not require the employee directly or indirectly to provide documentation to the College explaining the nature of the illness. 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 11.5 (a), the College may require reasonable evidence of such illness if the employee is absent for more than 24 consecutively scheduled work hours. However, such evidence shall never be required to explain the nature of the illness. In the case of absence for the psychological, physical, or legal effects of domestic violence, the College may only require the documentation deemed acceptable under the Massachusetts Earned Sick Time Law and may only do so when an employee is absent for more than 24 consecutively scheduled work hours. The College may not require the employee directly or indirectly to provide documentation to the College explaining the details of the domestic violence.

- (d) Employees absent from work because of their illness for more than three (3) consecutive working days or more than 24 consecutively scheduled work hours, whichever is greater, 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. Such statement shall not be required to describe the nature of the illness requiring the use of sick leave. 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 or who has been absent from work for less than (3) consecutive working days or 24 consecutively scheduled working hours, whichever is greater, shall be promptly provided with a fitness for duty exam at the College's expense or, if they so choose, 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, they 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.

11.6 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, they 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 11.2. The use by an employee of sick leave as paid personal days as and to the extent permitted in accordance with Article 32 shall not be counted as a use of sick leave for the purpose of this Section 11.6. If the employee has not used their day off within six months of its award, the College will automatically pay the employee the additional one day's pay as provided above.

11.7 Extended Unpaid Sick Leave. If an employee has exhausted their paid sick leave and if a physician retained by the College certifies that their health is such that they are not physically or mentally capable of efficiently and regularly performing their usual work, such employee shall be placed on a leave of absence for a period not exceeding six (6) months from the first day of absence from work, which shall be renewable for an additional period or periods subject to a total limitation of one (1) year. 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 20 or any Paid Family and Medical Leave benefits to which the employee may be eligible. 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 their 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, they will be promptly reinstated to their 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 they have completed their probationary period, either will be

returned by the College to their former job classification, if any, or will be treated as subject to a reduction in force in accordance with Section 18.4. 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.

11.8 Workers' Compensation Disability. An employee who is absent from work 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 they continue 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, their 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, they will be promptly reinstated to their 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 they have completed their probationary period, either will be returned by the College to their former job classification, if any, or will be treated as subject to a reduction in force in accordance with Section 18.4. 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.

11.9 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 11.9 shall be interpreted and applied in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and regulations thereunder and Massachusetts law. Parental Leave in this Section 11.9 runs concurrently with any available leave under federal or state law, including the Family and Medical Leave Act, the Massachusetts Paid Family and Medical Leave Act (PFML), and the Massachusetts Parental Leave Act.
- (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 generally be up to six to eight weeks in connection with childbirth; medical certification may be required by the College to establish disability of longer duration. 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 they (1) are able to do so in the light of their physical condition and their essential job duties. The College will comply with any reasonable accommodation requirements. Any question as to an employee's ability to continue working during their pregnancy or to return to work after the termination of their pregnancy will be determined on the basis of medical certification as provided under the FMLA and/or the PFML.
- (d) Child Care Leave. In addition to Maternity Disability Leave as provided for in paragraph (b) above, an eligible employee, regardless of gender, will be granted Child Care Leave without pay for up to a maximum of three (3) months for the care of their 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. Leave under this policy will run concurrently with any leave under the Massachusetts Paid Family and Medical Leave, to the extent permitted by law.
- (e) Pay During Maternity Disability or Child Care Leave. An employee who is on Maternity Disability Leave, or on Child Care Leave to take care of a newborn child or a child newly adopted or placed for foster care, will receive their 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. Leave under this policy will run concurrently with any leave under the Massachusetts Paid Family and Medical Leave, to the extent permitted by law. Leave under this policy must be taken within one year of the birth, adoption or foster placement. 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 their option, use any accumulated paid sick leave, unused vacation, Massachusetts Paid Family and Medical Leave if eligible, or the benefit provided under the Short Term Disability Plan as set forth in Article 20.4(c) if they meet 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 their 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 their intention to return to work.

- (g) Return to Work. If an employee does not return to work at the end of a Parental Leave, their employment may be terminated by the College. If the employee is able to return to work at or prior to the end of their Parental Leave, the employee will be promptly reinstated in their 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/Massachusetts PFML. However, the employee need not be restored to their 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 their 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 (or at the end of any extension to the leave granted by the College). If the employee on leave does return to their job classification, the employee filling such vacancy on a temporary basis, if they have completed their probationary period, either will be returned by the College to their former job classification, if any, or will be treated as subject to a reduction in force in accordance with Section 18.4.
- (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 they were 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 Massachusetts PFML, short-term disability plan, or the group long-term disability plan provided under Article 20; 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 20 on the same basis as if they had continued to work.

11.10 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.
- (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 32, if any, and then by use of their vacation days, if any, under Article 10, 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 12 **Military Service**

12.1 Reemployment Rights. 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, currently the Uniformed Services Employment and Reemployment Rights Act (USERRA), as it may be amended from time-to-time. 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.

12.2 Military Training Duty.

- (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 they report 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 their workweek 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 their 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.

12.3 Selective Service Physical Examination. 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 their Selective Service Board notice of such examination to their supervisor in advance, they 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 13 **Bereavement Leave**

13.1 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) workdays to permit the employee to attend the funeral and take care of other matters in connection with the death. For the purposes of this Article, an employee's immediate family shall mean their parent, grandparent, child, spouse, sibling, parent-in-law, sibling-in-law, grandchild, or any person related by blood to the employee or their spouse

if such person is a resident in the home of the employee, or person for whom the employee is a legal guardian. 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, sibling, or child, the paid leave granted under this Article shall be five (5) workdays.

13.2 Leave to attend the funeral of a person other than those specified in Section 13.1 may be arranged by agreement of the employee and their department head.

Article 14
Jury Duty

14.1 If an employee is required to serve in court as a juror or to appear in court as a witness in any duly constituted judicial proceeding (other than a case in which they are a party), the College shall grant them a leave of absence for the period of their required service or appearance and shall pay them the amount, if any, by which any compensation they receive on account of such service or appearance is less than their regular straight-time pay lost to them by reason of such court service or appearance, provided that they were hired before receiving notice of such service or appearance. In order to be eligible for payment under this Article, the employee must notify their supervisor promptly after receipt of notice of their selection for jury service or of their 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 their service or appearance and the amounts paid to them 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.

14.2 If an employee on leave under this Article returns to work at the request of the College for any part of their required workday, they shall be paid for such work at their regular straight-time hourly rate, in addition to the amount paid to them under Section 14.1.

Article 15
Safety

15.1 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, including by providing protective equipment.

Article 16
Strikes and Lockouts

16.1 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 17
Bulletin Boards

17.1 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 18
Seniority

18.1 Definition. The seniority of each employee, after they have completed their probationary period as provided in Section 2.3, shall be equal to their continuous employment since their most recent date of hire. An employee shall lose their 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 their 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.

18.2 Leaves of Absence. 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.

18.3 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 their office, provided that they submit 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 6 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.

18.4 Principle. 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.

18.5 Seniority List. 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.

18.6 Voluntary Quit. If an employee wishes to terminate their employment, they may leave in good standing if they give the College at least two (2) weeks' advance notice.

18.7 Lay-off. Employees displaced as a result of layoffs who accept lower-rated work shall be red-circled at their former rate of pay and shall not be eligible for general wage increases until such time as the wage rate for the lower-rated position is equal to or greater than their red circle rate. Thereafter, the employee's rate of pay will be changed to reflect the rate of pay then applicable to that position. Any employee displaced as the result of layoffs after the effective date of this Agreement who remains at a red-circle rate for more than five (5) years, shall be placed at the regular rate of pay for their position.

Article 19

Promotions and Transfers

19.1 Preference to Employees. The College reserves its right to determine whether 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 19.2.

The College will give preference over external candidates to a qualified employee who has not been working in their current job for a continuous period of at least six (6) months in the following circumstances: (a) when the employee is applying for a position which has a higher straight-time hourly rate than their current position; (b) when the employee is applying to transfer from an academic year position to a full-year position; (c) when the employee is applying for a job in another department; (d) when the employee is applying to transfer from a temporary position to a regular position; or (e) when the employee has not worked for six continuous months in their current job because they have served in a temporary position and may apply under Section 19.2 only for such a job.

An employee so selected for a job shall be on a trial basis for the first one hundred and twenty (120) days in their new job if it is in a different department; ninety (90) days if their new job is in the same department; or thirty (30) days if their new job is in the same job classification. If during such trial period the employee is not satisfactory to the College, they will be returned to their former job or to their former job classification, as the case may be, displacing any employee who may have replaced them on the job, unless the College decides not to fill their former job.

If an employee who has thus been transferred to a job in another job classification elects during the first one complete workweek in their new job to return to their former job, they will be returned to their former job, displacing any employee who may have replaced them in such job, unless the College decides not to fill their former job. In the event that an employee cannot return to their former job or job classification, as the case may be, because the College has decided not to fill their former job, the College will offer the employee another job in the same or another job classification, if a vacancy for which they are 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.

19.2 Posting. Before hiring an applicant to fill a vacancy in a job classification (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 and electronically. Such notice will be on salmon-colored paper and will include the job title, rate and the date the vacancy is expected to occur. Employees applying for vacancies will be required to apply through Workday by means of an electronic application that has been agreed upon by the parties. Such notice will be posted for not less than five (5) working days before such vacancy is filled on a permanent basis. The College will provide bargaining unit employees with access to computers to be used for electronic applications and will provide training and assistance to employees upon request. If it is necessary to fill the vacancy in less than five (5) working 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. To re-post a position, the College will a) send an updated posting to the Union and b) either re-post an updated posting on Workday or notify the Union that the original Workday posting is still posted and that the College is still accepting applicants for that posting. The preference for bargaining unit employee applicants under Article 19.1 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 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.

As long as practicable, the College will promote or transfer the employee into the new position within 21 days after the employee's acceptance of the job.

19.3 Temporary Transfers. 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 their regular job. The prior sentence applies to all hours in which an employee works in a lower-rated job during a period, including extra shifts, in which their normal job and hours are unavailable except 1) where an employee is in a lower-rated job when they did not accept the highest rated job available to them which had hours equal to or greater than the job taken; 2) during the weeks of orientation, spring break, commencement and reunion; and 3) as specifically provided in Article 19.6.

When a position is open due to the temporary or permanent absence of an employee and the temporary transfer extends for more than thirty (30) days, the College will post the position as either a temporary or permanent position. Such posting will take place within fourteen (14) calendar days of the expiration of the thirty (30) day period.

If a position is temporarily open due to an employee being out of work as a result of illness or injury, the duration of that leave is expected to be 30 days or less, and the illness or injury unexpectedly causes the employee to be out for more than 30 days, the period during which the College may temporarily fill that position without a posting shall be extended as necessary, up to a maximum of sixty (60) days total.

In instances where the availability of a transfer occurs in circumstances where the transfer is not to fill-in for a temporarily or permanently absent employee, the College shall fill the position using the posting process in Article 19.2.

Notwithstanding the foregoing, where open shifts are filled with overtime, provisions of the preceding three paragraphs shall not apply.

19.4 Permanent Transfers. An employee permanently transferred shall receive the rate of pay for the job to which they are transferred.

19.5 Work Location. 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 they 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.

19.6 Pay for Seasonal Work. An employee assigned to a seasonal position shall receive the rate of pay for the position to which they are assigned. Any overtime worked by an employee in a seasonal position shall be compensated at time and one half the rate of the seasonal position or, if higher, time and one half the rate of the position worked by the employee during the hours of overtime.

Article 20
Insurance

20.1 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 to bargaining unit employees are:

- (1) Harvard Pilgrim Health Care (HMO); and
- (2) Harvard Pilgrim PPO Plus HSA.

For the purpose of this Article 20.1, the Harvard Pilgrim Health Care HMO, or any equivalent plan that is substituted for such plan under Article 20.1(b), shall be considered the “standard” plan.

- (b) The College may 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 20.1(a) in terms of cost and coverage. No substitution for health care plans provided by the College shall be made without notifying the Union and discussing the proposed changes at least 30 days prior to open enrollment.
- (c) During the term of this 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. The College will contribute an amount equal to 77.5% of the premium cost of the open PPO health plan. In the event that the College proposes to introduce an additional lower-cost health plan, it shall contribute a minimum of 75% of the premium cost of the lower-cost-health plan.

Employees with full-time equivalent base salaries of less than or equal to \$45,000.00 are eligible for a College contribution of 80% of the premium cost for the HMO and open PPO health plan effective the next calendar year.

- (d) If the College contemplates increases to co-pays and deductibles that are equivalent to 0.5% or more of the current health plan premiums, it will notify the Union no less than 30 days in advance and shall discuss the proposed changes with the Union.
- (e) Health Plan Opt-out. If the College implements a medical plan opt-out option, bargaining unit employees will be eligible to participate in the program on the same basis as non-bargaining unit employees provided that they are receiving health plan coverage from another source. Employees who elect to opt-out may re-enroll for coverage under the collective bargaining agreement during any annual open enrollment period or if warranted as the result of a qualifying change in family status as defined by the Internal Revenue Service.

- (f) The employee's share of the premiums will be deducted from their 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.
- (g) 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 their 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 they retire, they may not elect family coverage under this Paragraph after their 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.

20.2 Dental Plan. 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 dependent 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 (f) of Section 20.1 above will be applicable to contributions by eligible employees to such dental care plan.

20.3 Group Life Insurance. The College will continue to provide a group life insurance plan for full-time employees. Full-time employees are eligible to be enrolled on the first day of the month coincident with or next following their hire date. Under the Plan the College will provide each eligible employee with insurance equal to 100% of the employee's annual base earnings (rounded to the nearest \$1,000) as provided in the plan and the employee may purchase at their own expense additional insurance as provided under the Plan.

20.4 Short-term Disability Plan.

- (a) Maintenance of Plan. 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) Eligibility. A full-time employee will be automatically enrolled in the Plan on the first day of the month coincident with or next following their hire date.
- (c) Benefits. 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 the start of the disability 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 20.5. 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:

- (i) 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 their regular job, for a period of not less than four (4) consecutive workweeks.

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 11.5.

The College will continue paying the College contributions for health plan coverage under Section 20.1, group dental care coverage under Section 20.2, and group life insurance coverage under Section 20.3 for employees receiving short-term disability benefits, provided that such employees pay the employee contributions for such coverages.

Short-term disability benefits and time off will run concurrently with benefits and leave taken under the Massachusetts Paid Family and Medical Leave (PFML) law if the leave is for the same qualifying reason. Short-term disability benefits and PFML benefits will be integrated to avoid duplication of benefits. In no case will an employee receive more than the employee's average weekly wage in short-term disability benefits and/or PFML benefits.

20.5 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 \$5,000 per

month) commencing on the 181st day of continuous disability. 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 be automatically enrolled in the Plan on the first day of the month coincident with or next following their hire date. No employee will be eligible to obtain or continue coverage after age 70.

20.6 Insurance Policies. The insurance carriers or health maintenance organizations, as the case may be, will administer the benefit plans referred to in Sections 20.1, 20.2, 20.3 and 20.5 and, if the short-term disability plan is provided through insurance, in Section 20.4, 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.

20.7 Non-Duplication of Benefits. 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.

20.8 Mortgage Discount Program. Bargaining unit employees will be eligible to participate in the College’s mortgage discount program on the same basis as non-bargaining unit employees.

Article 21
Pension Plan

21.1 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. Participation in this Pension Plan was closed to new participants as of the date of ratification of the parties’ 2012 - 2015 Agreement the Pension Plan permits a participant, whether married or unmarried, to elect at retirement one of the Joint and Survivor Annuity or Joint and Contingent Annuity options with a beneficiary who is not the participant’s spouse; except that, if the participant is married at the time of retirement, election of this option will require spousal consent. The Pension Plan also (i) permits a participant to exercise (a) a 20% Lump-Sum Distribution option or take a 50% Lump-Sum Distribution option, permitting the participant to take the remaining amount in the form of one of the annuity options the Plan offers, or (b) to take a 100% Lump-Sum Distribution; and (ii) includes a 10-year Certain and Continuous Annuity option, permitting the participant’s beneficiary(ies), if the participant becomes deceased within 10 years of benefit commencement, to receive a monthly annuity for the remainder of the 10-year benefit period; except that if the participant is married at the time of retirement, election of this option will require spousal consent. The College agrees that said Pension Plan will otherwise not be changed during the term of this Agreement so as to reduce any benefit for any employee in the bargaining unit as of the date of ratification of this 2023-2027 Agreement.

21.2 Employees hired into bargaining unit positions on or after the date of ratification of the 2012-2015 Agreement will be entitled to participate in the Wellesley College 403(b) Retirement Plan which is separate from and independent of this Agreement; they will not be entitled to participate in the Pension Plan for Classified Office and Service Employees referenced above. Employees' participation in this Retirement Plan will be to the same extent and on the same conditions as other employees of the College generally, as determined from time to time by the College.

21.3 The College shall not decrease its contributions to the 403(b) Plan on behalf of bargaining unit employees without providing notice and an opportunity to discuss the intended changes at least 30 days prior to the date of implementation.

21.4 If the College introduces a new program which has no College contribution, such as a Roth individual retirement account, to encourage employees to save for their retirement, bargaining unit employees will be eligible to participate in the program on the same terms as other College employees.

Article 22 **Personnel Files**

22.1 The Human Resources Office shall maintain the complete personnel file for each employee, which shall be open to examination by authorized representatives of the College and the Union and, upon the Union's request, copies of materials from such files shall be promptly provided to the Union for the purpose of grievance investigation and contract enforcement. Information from such files will be given to private concerns and persons only on request of the employee.

Article 23 **Equal Opportunity**

23.1 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, age, sex, gender identity or expression, sexual orientation, religion, ethnic or national origin, physical or mental disability, genetic information, pregnancy, veterans' status, membership in uniformed services, or any other protected status, the parties hereby agree to incorporate these obligations as part of this Agreement.

Article 24 **Federal and State Laws**

24.1 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 25
Complete Agreement

25.1 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 26
Notices

26.1 Any notice required or permitted by this Agreement may be given by email, facsimile transmission or by written notice delivered, or mailed by registered or certified mail, to the Director of Labor and Employee Relations of the College or to the Business Agent of the Union.

26.2 Bargaining unit employees will endeavor to check their College email accounts on a regular basis for College related message and communications.

Article 27
Uniforms

27.1 Uniforms. The College will provide to each employee eleven uniforms consisting of shirts and pants. Employees in the College Club shall also be provided with short-sleeved shirts for summer work. 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. Where required as part of an employee's uniform, up to four such T-shirts will be provided per year. 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. The College will maintain a supply of rain gear for use on an as-needed basis for those employees who are not issued rain gear as part of their individual uniforms.

All Grounds Department members (including Motor Pool & Golf) and Botanic Gardens members will receive Wellesley-branded work-appropriate outerwear and winter storm gear. The outerwear and winter gear will be replaced as needed with the approval of management. Outerwear shall be made available on an equal basis to all employees within a particular classification in the Grounds Department. The winter shoveling team will also receive Wellesley-branded winter storm gear with the approval of the Grounds Manager.

The College will maintain a laundry service for employee uniforms available to all employees at no cost. The parties shall confer on a yearly basis to discuss any quality concerns with the College's laundry service provider.

27.2 Work Shoe Allowance. 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 one hundred fifty dollars (\$150.00) 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 28
Health and Wellness

28.1 The services of Health Services on the Campus 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.

Article 29
Tuition Assistance Plan

29.1 Courses Relating to Jobs in the Bargaining Unit. 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 \$5,000.

If the employee is eligible for assistance in payment of tuition from any other public or private agencies, including the Veterans Administration, they 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.

29.2 Job-Related Courses. 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 30
Work During Winter Term

30.1 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 not be working 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 10.2 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 31
Job Required Licenses

31.1 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.

31.2 Each employee who is required to hold a valid motor vehicle license as a qualification for their 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 32
Personal Days

32.1 Each employee who has completed their 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 their 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 33
Performance Appraisals

33.1 Each employee shall be formally evaluated annually during a month during the spring semester (February through May) selected on a department-by-department basis by means of a written performance appraisal by their supervisor or Department Head. Each department shall notify the Union of the month during the spring semester in which its employees will be evaluated no later than sixty (60) days before the start of the month of the evaluation. 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 their 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 department's selected evaluation month without reasonable cause.

Article 34
Training Classes

34.1 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 and equipment-related training. 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.

The College will offer at least one training session for College Club work. Such training sessions for College Club work shall be offered during the Summer layoff. Employees participating in this training session shall be paid at their regular rate of pay. It is understood that employees are not required by the College to attend these training sessions and therefore attendance at any such session will not be considered working time for the purposes of overtime, to the degree consistent with Federal and State law. It is also understood that enrollment in training sessions will not be unlimited and the College, therefore, may not be able to guarantee training for all interested employees.

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 35
Duration of Agreement

35.1 Effective Date and Termination. This Agreement shall become effective as of July 1, 2023, and shall continue in full force and effect until June 30, 2027, and shall be automatically renewed from year to year thereafter unless, on or before April 10, 2027, 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.

35.2 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

Thomas Riggins

Kate Pavlakis

Yun Fyuen

Richard McSha

Mar Reeb

Joseph S. Simpson

Michelle

Th m

Angela Lebovitz

Ante

June

J.P.

Donna Scally

Karen J. Petrucci

Michael Chase

PROVISIONS FOR ADVANCEMENT

Whether an employee is eligible for advancement under this section shall be subject to the grievance and arbitration procedure. In such proceedings, the arbitrator may review whether the employee has met the requirements for job advancement based on job performance, licensure, and other job requirements. This paragraph shall not apply to advancement from the Mechanic B to Mechanic A position or from the Garage Mechanic B to Garage Mechanic A position, which will be governed by the “Mechanic A and B Job Classification” provision below.

Facilities

Trades Helper Progression

Trades Helpers shall perform semi-skilled work of more than ordinary difficulty, usually involving acquired skills. Their work involves the responsibility for performing a variety of tasks, which may require the regular use of journeyman tools at less than journeyman level. The tasks are ordinarily performed under the direct supervision of a journeyman. On occasion, work may be performed on routine tasks of limited complexity without direct supervision. These positions involve considerable practical knowledge and experience of at least one specific trade, although the incumbent may be assigned to several different tradesmen during the course of their duties. These positions differ from that of a Mechanic in the complexity of skills involved and in the degree of specific, detailed knowledge required. The Trades Helper progression below would mark four different levels of experience, increased responsibility, increased complexity and decreased supervision at each level. In no event will these positions perform any work which requires a trades license. In addition, these employees will not be compensated for any license they possess or obtain.

Trades Helper B (Entry level with light experience with tools and mechanical ability, requires oversight/supervision on all activities)

- Progression to Trades Helper A1 after one (1) year of satisfactory job performance in the Trades Helper B classification, which will be determined through an evaluation of the employee by their supervisor after one (1) year.

Trades Helper A1 (May hold certificates and/or had some schooling with 1-2 years' experience in Trades, requires oversight/supervision on most activities)

- Progression to Trades Helper A2 after one (1) year of satisfactory job performance in the Trades Helper A1 classification, which will be determined through an evaluation of the employee by their supervisor after one (1) year.

Trades Helper A2 (May hold certificates and/or has 2-3 years' experience in Trades, limited oversight/supervision required)

- Progression to either (1) Mechanic B if the helper position is dedicated to a particular shop; or (2) Trades Helper A3 if the helper position is not dedicated to a particular shop, after one (1) year of satisfactory service in the Trades Helper A2 classification, which will be determined through an evaluation of the employee by their supervisor after one (1) year.

Trades Helper A3 (Must be able to work alone, may hold certificates and/or has 3-5 years' experience in Trades)

- Further progression from this position can be made by bidding into a vacant position. Time spent in the Trades Helpers positions will be considered relevant experience towards Mechanic positions in the same trades.

Trades Helpers who are assisting with the work of a particular shop shall not perform work of that shop without a Mechanic of that shop present on the same shift. This applies to all work, including planned and emergency overtime.

In no event will the employment of Trades Helpers be used as a method to reduce the number of Mechanic positions working for the College. The number of Trades Helpers assisting each shop shall not exceed the level permitted by relevant laws and regulations regarding licensure and apprenticeship in each of the licensed trades.

Mechanic A and B Job Classification

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

- (I) they have completed at least one (1) year of satisfactory service in the job classification of Mechanic B.
- (II) they have the requisite license, if any, for carrying on their trade as a Mechanic A, and
- (III) they are 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 they have 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 their 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 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 B 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.

Grounds

Groundskeeper shall be the entry level position in the Grounds department and shall not require a license or prior experience, provided that an individual in this classification must attain a Core Pesticide Applicator's License within one (1) year of entering the classification. Groundskeeper will be eligible to advance to Senior Groundskeeper if they have either a Commercial Driver's License or a Hoist License, and has demonstrated one (1) year of satisfactory performance in the Groundskeeper position, which will be determined through an evaluation of the employee by their supervisors after one (1) year.

A Senior Groundskeeper will be eligible to advance to Grounds Specialist if they have completed a minimum of three years of satisfactory service in the job classification of a Senior Groundskeeper, and has obtained a commercial pesticide license, and completed workshops/courses in related fields of Grounds approved by the Manager of Grounds.

A Grounds Specialist will be eligible to advance to Grounds Horticulturist if they have completed a minimum of five years satisfactory service in the job classification of Grounds Specialist or a degree in horticulture, landscape, or a related field approved by the Manager of Grounds.

Advancement is contingent on budgetary approval and operational need.

Motor Pool

The provisions for advancement in the Physical Plant Department with respect to Mechanic A and B will also apply to the advancement of Garage Mechanic A and B in the Motor Pool Department. Further, the provisions for advancement in the Physical Plant Department with respect to Trades Helper Progression will also apply to Trades Helper Progression 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.

Science Center

A Horticulturist B position requires demonstrated interest in plant care and biodiversity conservation, but no prior professional experience or licenses. A Horticulturist B may advance to Horticulturist A after five (5) years of satisfactory service in the job classification of Horticulturist B and the completion of advance coursework or workshops in botany and horticulture approved by the Director of Botanic Gardens. An employee in the Horticulturist A position may advance to Horticulturist after 2 years of satisfactory service as Horticulturist A. Those hired or advanced into the Horticulturist position must already possess or obtain a Core Pesticide Applicator's License within one (1) year of entering the classification. The Horticulturist shall advance to Senior Horticulturist after completing two (2) years of satisfactory service in the position and after obtaining additional licenses, certifications, or education in horticulture, plant science, environmental science, botany or related field(s) as approved by the Director of the Botanic Gardens. Advancement may be made sooner if warranted, in the good faith judgment of the Director of Botanic gardens, by the employee's job performance.

Advancement is contingent on budgetary approval and operational needs.

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.

Sports Center

Advancement in the Sports Center consists of three different levels of experience, requiring increased responsibility and skillsets as well as decreased supervision at each level.

An employee's progression in the Sports Center will be based on the employee's ability to meet the qualifications for higher level positions, in particular, the ability to repair uniform pieces and maintain responsibility for tracking, communication, and inventory.

An employee in the position of Front Desk Equipment & Uniform Assistant who has demonstrated an ability to satisfactorily meet the required qualifications, as noted in the position description, will be eligible for promotion to the position of Front Desk Equipment & Uniform Specialist with approval of Supervisor.

An employee in the position of Front Desk Equipment & Uniform Specialist who has demonstrated an ability to satisfactorily meet the required qualifications as noted in the position description, will be eligible for promotion to the position of Front Desk Equipment & Uniform Lead with the approval of Supervisor.

LICENSE REQUIREMENTS AND INCREMENTAL INCREASES

See job description and job posting for all license requirements. Any additional license or certification that is acquired will be compensated as per the Wage Scale chart (Hourly Increase to Wage Rates), and as per the written list below. Payment of differentials will be contingent upon the currency of employee's license and/or certification.

The acquisition of the following licenses/certifications by the below-designated trades employees shall result in a \$1.10 hourly increase for each such license/certification. No current employees shall have their pay reduced as a result of the terms set out below. In the event that the state requires new or additional licenses for work performed by unit trades employees, the same adjustments shall be paid for such licenses.

Plumbers:

Incremental hourly increases will be granted if required* by the College at a rate of \$1.10 per hour for:

- a. Drinking water operator - Class 1 distribution
- b. Drinking water operator- Class 1 treatment
- c. Drinking water operator - Class 2 distribution
- d. Drinking water operator - Class 2 treatment

Pipefitters:

Incremental hourly increases will be granted if required* at a rate of \$1.10 per hour by the College for:

- a. Welding Certification
- b. Journeyman sprinkler fitters license
- c. Oil burner technician license
- d. Refrigeration license

Licensed Welder:

Incremental hourly increases will be granted if required* at a rate of \$1.10 per hour by the College for:

- a. Journeyman sprinkler fitters license
- b. Oil burner technician license
- c. Refrigeration license
- d. Journeyman Pipefitter

Roofing/Sheetmetal:

Incremental hourly increases will be granted if required* by the College at a rate of \$1.10 per hour for Master Sheetmetal.

Carpentry/Sheetmetal/Roofer:

Incremental hourly increases will be granted if required* at a rate of \$1.10 per hour by the College for a Construction Supervisors License.

Security “S” License:

Incremental hourly increases will be granted if required* at a rate of \$ 1.10 per hour by the College for a Security “S” License. The “S” license is a job requirement for all positions in the Technology Shop.

Motor Pool:

Incremental hourly increases will be granted if required* at a rate of \$1.10 per hour by the College for:

- a. Welding Certification

Other:

1. The College will decide, based on the criteria set forth in paragraph 3, below, which trade personnel are required to hold the Class 2 Wastewater Treatment License at an incremental hourly increase of \$1.10. Electromechanics who, as of the date of the ratification of this Agreement, hold Class 2 wastewater treatment licenses or who are in the process of obtaining them shall continue to receive an hourly pay adjustment of \$1.10 for such licenses.
2. The possession of a license shall not be a requirement to hold the position of group leader. However, all group leaders who are in licensed trades shall be required to hold a Master’s license, and in the case of the group leader who holds such license, the group leader shall be College’s official registered tradesperson when such registration is necessary under local or State law.
3. If the College decides to require new licenses after the date of ratification of the 2023-2027 agreement, they shall compensate employees required to hold such licenses at the same \$1.10 rate. When the College requires one or more, but not all, employees within a classification to hold a particular license, the College shall invite qualified employees working within the appropriate trades classifications to obtain such licenses, with preference given to the most senior qualified employees where qualifications among such employees are relatively equal.

*All trades and motor pool employees hired by the College before December 1, 2012 shall receive the \$1.10 increment for the above if they are within the designated trades, however, such wage adjustments will not be applied retroactively.

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 workday moving furniture or heavy equipment between buildings will receive a 10% wage differential for the time spent in such work on that workday.

Hazardous Duty Differential

Any employee who is assigned by the College to perform work in a Permit Required Confined Space shall receive differential pay of two percent (2%) of the employee's hourly rate when performing such hazardous duty.

SIDE LETTERS

College Club Side Letter

Effective July 1, 2015, 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 hours worked by each individual working that day;
5. Service charge collected during the day and evening shifts are pooled together; and

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. On any day that there are no functions, the banquet captains and wait staff will be paid at the wage rate in effect on July 1, 2015, 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.

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, 2015, plus applicable across-the-board increases.

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

Side Letter Regarding Filling Vacancies in the College Club and Dining Services

Within four weeks of the ratification of the 2012-2015 agreement, the College will create a roster of temporary employees to be employed by the College on an as-needed basis to fill vacancies in the College Club and Dining Services in the manner permitted by this agreement. The College will endeavor to fill any such vacancies with those on the roster who are qualified to fulfill the responsibilities of the vacancy before utilizing the services of individuals not employed by the College. Information about the College's utilization of temporary employees on the roster shall be provided to the Union pursuant to Article 2.1(d).

If and when it becomes necessary for the College to temporarily engage the services of individuals in the College Club and Dining Services who are not on the roster, the College will notify the Union of such engagement and will include information about these individuals in the monthly reports required by Article 2.1(d).

Side Letter Regarding Changed Work Hours

Department hours for the departments listed below shall be set as follows as of July 1, 2019. The parties agree that nothing in this Side Letter shall alter the College or the Union's respective rights under the contract as to scheduling, and these hours may change subject to the operational needs of the College and the provisions of the Contract.

1. Trades: Day shift will be 7:00 a.m. to 3:30 p.m. (30-minute lunch), Monday – Friday.
2. Power Plant: Mechanics day shifts will be 6:00 a.m. – 2:30 p.m. and 7:00 a.m. – 3:30 p.m. (both 30-minute lunch).
3. Grounds Service (excluding Golf employees) and Motor Pool: Day shift will be 7:00 a.m. to 3:30 p.m. (30-minute lunch), Monday – Friday.
4. Custodial: Day shift will have a 30-minute lunch.

Side Letter Regarding Pizza Grill Cook

The Pizza/Grill Cook classification currently applies to one position held by one bargaining unit member. The member has demonstrated the qualifications to become a Display Cook. The member will begin working as a Display Cook in the Fall 2023 semester, and be subject to a 90-day probationary period. If the member successfully completes the probationary period, the Pizza/Grill cook classification shall be removed from the collective bargaining agreement. If not, the member will revert to the Pizza/Grill Cook position and pay rate. The College agrees not to use the Pizza/Grill Cook classification or pay rate for any other employee other than the current incumbent of the position.

Side Letter Regarding Dining Services Overtime Distribution

The College and the Union have met to confer concerning the procedures to be followed for Dining Services overtime distribution. As a result of this consultation, the Union and the College have agreed to a revised system of overtime distribution. This revised system has been put into writing and will be distributed to all dining workers and supervisors.

The Parties agree to confer on any future material changes to the overtime distribution process in Dining Services.

Side Letter Regarding Pool Certification

A Lead or Assistant Lead Custodian that has a current pool operator's certification will not be disciplined if they fail to maintain their pool certification. Employees in the Lead Swimming Pool Maintenance Custodian and the Swimming Pool Maintenance Custodian positions are required to maintain an active pool operator's certification.

Schedule A

Schedule of Wage Rates by Classification

	4%	3%	2.75%	2.75%
Union Wages –2023-2027	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	Hourly	Hourly	Hourly	Hourly
FACILITIES MANAGEMENT				
Hourly Increase to Base Rate for <u>Master Mechanic / Mechanic A</u> and/or <u>Mechanic A</u>				
*Group Leader	\$ 3.10	\$ 3.10	\$ 3.10	\$ 3.10
*Assistant Group Leader	\$ 1.80	\$ 1.80	\$ 1.80	\$ 1.80
Additional License / Certification Acquisition, as required	+ \$1.10 per license/cert	+ \$1.10 per license/cert	+ \$1.10 per license/cert	+ \$1.10 per license/cert
Master Mechanic / Mechanic A				
Electrical	\$45.34	\$46.70	\$47.99	\$49.31
Pipefitter / Certified Welder	\$45.34	\$46.70	\$47.99	\$49.31
Plumber	\$45.34	\$46.70	\$47.99	\$49.31
Sheetmetal	\$45.34	\$46.70	\$47.99	\$49.31
Electromechanical	\$45.34	\$46.70	\$47.99	\$49.31
Communication Technician	\$45.34	\$46.70	\$47.99	\$49.31
Technician	\$45.34	\$46.70	\$47.99	\$49.31
Energy Master	\$45.34	\$46.70	\$47.99	\$49.31
Refrigeration Mechanic	\$45.34	\$46.70	\$47.99	\$49.31
Mechanic A				
Carpenter	\$42.31	\$43.58	\$44.77	\$46.01
Electrical	\$43.16	\$44.45	\$45.68	\$46.93
Locksmith	\$42.31	\$43.58	\$44.77	\$46.01
Paint	\$42.31	\$43.58	\$44.77	\$46.01
Pipefitter / Certified Welder	\$43.16	\$44.45	\$45.68	\$46.93
Plumber	\$43.16	\$44.45	\$45.68	\$46.93
Sheetmetal**	\$43.16	\$44.45	\$45.68	\$46.93
Electromechanical	\$43.16	\$44.45	\$45.68	\$46.93
Energy	\$43.16	\$44.45	\$45.68	\$46.93
Refrigeration Mechanic	\$43.16	\$44.45	\$45.68	\$46.93

Union Wages –2023-2027	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Water Operator	\$43.16	\$44.45	\$45.68	\$46.93
Roofer	\$42.31	\$43.58	\$44.77	\$46.01
Mechanic B				
Carpenter	\$40.14	\$41.35	\$42.49	\$43.65
Electrical	\$40.91	\$42.14	\$43.30	\$44.49
Locksmith	\$40.14	\$41.35	\$42.49	\$43.65
Paint	\$40.14	\$41.35	\$42.49	\$43.65
Pipefitter	\$40.91	\$42.14	\$43.30	\$44.49
Plumber	\$40.91	\$42.14	\$43.30	\$44.49
Sheetmetal	\$40.91	\$42.14	\$43.30	\$44.49
Electromechanical	\$40.91	\$42.14	\$43.30	\$44.49
Roofer	\$40.14	\$41.35	\$42.49	\$43.65
POWER PLANT				
Lead Watch Engineer	\$48.57	\$50.03	\$51.40	\$52.81
Engine Mechanic/Watch Engineer	\$44.83	\$46.18	\$47.45	\$48.75
Watch Engineer/2nd and 3rd	\$43.07	\$44.36	\$45.58	\$46.83
Watch Fireperson/1 st Class	\$40.04	\$41.24	\$42.38	\$43.54
GROUNDS SERVICE				
Head Groundskeeper	\$43.41	\$44.71	\$45.94	\$47.20
Golf Superintendent	\$43.41	\$44.71	\$45.94	\$47.20
Asst. Head Grounds	\$39.37	\$40.56	\$41.67	\$42.82
Arborist	\$38.80	\$39.97	\$41.07	\$42.19
Greenskeeper	\$38.80	\$39.97	\$41.07	\$42.19
Lead Groundskeeper	\$37.24	\$38.36	\$39.41	\$40.50
Grounds Horticulturist	\$36.15	\$37.23	\$38.25	\$39.30
Grounds/Specialist	\$34.63	\$35.67	\$36.65	\$37.66
Senior Groundskeeper	\$33.10	\$34.10	\$35.03	\$36.00
Groundskeeper	\$30.93	\$31.86	\$32.73	\$33.63
MOTOR POOL				
Head Motor Pool	\$45.34	\$46.70	\$47.99	\$49.31
Master Mechanic	\$45.34	\$46.70	\$47.99	\$49.31
Garage Mechanic A	\$42.31	\$43.58	\$44.77	\$46.01
Garage Mechanic B	\$40.14	\$41.35	\$42.49	\$43.65
Driver/Heavy/Recycle.	\$37.88	\$39.01	\$40.09	\$41.19
Driver	\$34.72	\$35.76	\$36.74	\$37.75

Transportation Coordinator	\$34.72	\$35.76	\$36.74	\$37.75
Union Wages –2023-2027	7/1/2023	7/1/2024	7/1/2025	7/1/2026
Trades Helpers A3	\$37.82	\$38.96	\$40.03	\$41.13
Trades Helpers A2	\$34.35	\$35.38	\$36.35	\$37.35
Trades Helpers A1	\$32.04	\$33.00	\$33.91	\$34.84
Trades Helpers B	\$29.33	\$30.21	\$31.04	\$31.89
CUSTODIAL SERVICE				
Lead Custodian	\$35.02	\$36.07	\$37.06	\$38.08
Assistant Lead Custodian	\$31.29	\$32.23	\$33.12	\$34.03
Custodian	\$28.32	\$29.17	\$29.97	\$30.80
Lead Swim. Pool Main	\$33.65	\$34.66	\$35.62	\$36.60
Swim Pool Maintenance	\$29.27	\$30.14	\$30.97	\$31.82
Combined Building Custodian	\$29.27	\$30.14	\$30.97	\$31.82
Custodial Floater A.M.	\$30.27	\$31.18	\$32.04	\$32.92
Custodial Floater P.M.	\$30.27	\$31.18	\$32.04	\$32.92
SCIENCE CENTER				
Senior Horticulturist	\$45.18	\$46.53	\$47.81	\$49.13
Horticulturist	\$37.67	\$38.80	\$39.87	\$40.96
Assistant Horticulturist A	\$32.80	\$33.79	\$34.71	\$35.67
Assistant Horticulturist B	\$27.90	\$28.74	\$29.53	\$30.34
Animal Technologist	\$45.18	\$46.53	\$47.81	\$49.13
Animal Technician	\$37.66	\$38.79	\$39.85	\$40.95
PHYSICAL EDUCATION				
Equipment Specialist	\$45.18	\$46.53	\$47.81	\$49.13
Mechanic A/Boat House	\$41.34	\$42.58	\$43.75	\$44.95
Mechanic B/Boat House	\$39.60	\$40.79	\$41.91	\$43.07
Trades Helper A-3	\$37.82	\$38.96	\$40.03	\$41.13
Trades Helper A-2	\$34.35	\$35.38	\$36.35	\$37.35
Trades Helper A-1	\$32.04	\$33.00	\$33.91	\$34.84
SPORTS CENTER				
Front Desk Equipment & Uniform Lead	\$36.73	\$37.83	\$38.88	\$39.94
Front Desk Equipment & Uniform Specialist	\$34.43	\$35.47	\$36.44	\$37.44
Front Desk Equipment & Uniform Assistant	\$31.51	\$32.46	\$33.35	\$34.27

Union Wages –2023-2027	7/1/2023	7/1/2024	7/1/2025	7/1/2026
DISTRIBUTION				
Shipper & Receiver	\$33.14	\$34.14	\$35.08	\$36.04
POST OFFICE				
Stock Delivery Person	\$34.72	\$35.76	\$36.74	\$37.75
SNOW SHOVELING	\$29.62	\$30.51	\$31.35	\$32.21

Union Wages –2023-2027	7/1/2023	7/1/2024	7/1/2025	7/1/2026
DINING SERVICE				
Head Cook	\$37.85	\$38.98	\$40.05	\$41.15
Production Cook	\$37.85	\$38.98	\$40.05	\$41.15
Assistant Baker	\$35.54	\$36.60	\$37.61	\$38.64
Second Cook	\$33.39	\$34.40	\$35.34	\$36.31
GSW/Deliveries	\$31.54	\$32.49	\$33.38	\$34.30
Third Cook	\$31.06	\$32.00	\$32.88	\$33.78
Third Cook Float	\$31.06	\$32.00	\$32.88	\$33.78
Pizza Cook	\$31.06	\$32.00	\$32.88	\$33.78
Display Cook	\$31.06	\$32.00	\$32.88	\$33.78
Display Float	\$31.06	\$32.00	\$32.88	\$33.78
Collins Cook	\$29.59	\$30.48	\$31.31	\$32.17
Pizza / Grill Cook	\$28.68	\$29.54	\$30.36	\$31.19
Coffee Shop Attendant	\$28.68	\$29.54	\$30.36	\$31.19
Cashier	\$26.61	\$27.41	\$28.17	\$28.94
Cashier Float	\$26.61	\$27.41	\$28.17	\$28.94
Storekeeper/Baker Helper	\$26.30	\$27.09	\$27.84	\$28.60
Bakers Helper	\$26.30	\$27.09	\$27.84	\$28.60
General Cook	\$26.30	\$27.09	\$27.84	\$28.60
Storekeeper/Receiver	\$26.30	\$27.09	\$27.84	\$28.60
General Service Worker (GSW)	\$24.48	\$25.22	\$25.91	\$26.62
General Service Worker Float	\$24.48	\$25.22	\$25.91	\$26.62
COLLEGE CLUB				
Second Chef	\$34.36	\$35.39	\$36.37	\$37.37
Third Chef	\$32.80	\$33.79	\$34.71	\$35.67
Banquet Captain	\$17.85	\$18.38	\$18.89	\$19.41
General Chef	\$29.76	\$30.66	\$31.50	\$32.37
Custodian/GSW	\$28.32	\$29.17	\$29.97	\$30.80

Chef Helper	\$24.47	\$25.21	\$25.90	\$26.61
Dish machine Operator	\$25.34	\$26.11	\$26.82	\$27.56
Dish machine Relief	\$25.34	\$26.11	\$26.82	\$27.56
General Service Worker	\$25.34	\$26.11	\$26.82	\$27.56
Waitperson	\$11.08	\$11.41	\$11.72	\$12.04
Non-service charge rate (Paid time off rate)				
Banquet Captain	\$30.54	\$31.46	\$32.33	\$33.22
Waitperson	\$24.37	\$25.10	\$25.79	\$26.50

A master's pipefitter license must be obtained within one (1) year of any appointment to a Head Pipe position.

* These rates may be higher for Group Leaders and Assistant Group leaders whose rates of pay were established by the parties' November 2009 MOA

** Employees hired into the Sheetmetal/Roofer position before 7/1/2023 will remain at their current pay rates (Mechanic A Sheetmetal) and remain eligible for annual wage increases. Moving forward, the Sheetmetal and Roofer classifications and pay rates will be separately listed in the collective bargaining agreement because Sheetmetal positions are licensed and Roofer positions are unlicensed. The Roofer pay rate (Mechanic A and B) will be the pay rate applicable to other unlicensed trades (e.g., Carpenter, Locksmith, Painter).

WAGE RATES FOR EMPLOYEES

HIRED INTO POSITIONS BEFORE 9/11/2019

	4%	3%	2.75%	2.75%
Union Wages 2023 - 2027	7/1/2023	7/1/2024	7/1/2025	7/1/2026
	Hourly	Hourly	Hourly	Hourly
FACILITIES MANAGEMENT				
Communication Technician	\$47.17	\$48.59	\$49.92	\$51.29
Mechanic A/Technician	\$47.17	\$48.59	\$49.92	\$51.29
Mechanic A/Energy Master	\$47.17	\$48.59	\$49.92	\$51.29
Mechanic A /Energy	\$45.18	\$46.53	\$47.81	\$49.12
GROUNDS SERVICE				
Head Groundskeeper	\$45.13	\$46.48	\$47.76	\$49.07
Golf Superintendent	\$45.13	\$46.48	\$47.76	\$49.07
CUSTODIAL SERVICE				
Lead Custodian	\$36.73	\$37.83	\$38.87	\$39.94

Exhibit I

AUTHORIZATION FOR CHECKOFF OF DUES

To Wellesley College:

I hereby assign to the Independent Maintenance and Service Employees Union of America, Wellesley, MA from any wages earned or to be earned by me as your employee, such sums as the Treasurer of said Union may certify as due and owing from me as membership dues, including an initiation fee and weekly dues in such sum as may be established from time to time by said Union in accordance with its constitution, said dues to be not less than \$10.00 a week and said initiation fee to be not less than \$25.00. I authorize and direct you to deduct such amounts from my pay and to remit the same to the Treasurer of said Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization, and direction shall be irrevocable for the period of one year from the date of delivery hereof to you, or until termination of the collective bargaining agreement between you and the Union which is or comes in force as of the date of the time of delivery of this authorization, whichever comes sooner: and I agree and direct that this assignment, authorization, and direction shall be automatically renewed, and shall be irrevocable for successive periods of one year each or for the period of each succeeding collective bargaining agreement between you and the Union, whichever shall be shorter, unless written notice is given by me to you and to the Union not more than 20 days and not less than 10 days prior to the expiration of each period of one year, or of each applicable collective agreement between you and the Union, whichever occurs sooner.

I agree that if, due to leave from work, Union dues are not collected through payroll deduction, I am responsible for making payments directly to the Treasurer of said Union.

Print Name _____

Signature _____

Date of Signing _____

Date of Delivery _____