

**2021-2025**  
**COLLEGE ASSOCIATION AGREEMENT**

**BETWEEN**

**WELLESLEY COLLEGE**

**AND**

**WELLESLEY COLLEGE**  
**CAMPUS POLICE ASSOCIATION,**  
**UNION OF CAMPUS POLICE**

**2021-2025**

**COLLEGE-ASSOCIATION AGREEMENT**

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## **2021-2025 COLLEGE-ASSOCIATION AGREEMENT**

AGREEMENT made on **September 1, 2021**, by and between Wellesley College, a Massachusetts corporation (the "College"), and the Wellesley College Campus Police Association, Union of Campus Police (the "Association").

### **Article I Purpose of Agreement**

1.1. The purpose of this agreement is to set forth wages, hours and other terms and conditions of employment for the employees in the bargaining unit represented by the Association, 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.** The College recognizes the Association as the sole and exclusive bargaining agent for all full-time and regular part-time Campus Police officers in the ranks of patrolman and sergeant employed by the College in Wellesley, Massachusetts, but excluding all other employees, civilian dispatchers, supervisory employees, professional employees, technical employees, office employees, clerical employees, teaching employees, faculty and students of the College, casual employees and temporary employees. Casual employees shall mean employees who work less than twenty (20) hours per week. Temporary employees shall mean employees who are hired on a temporary basis to work twenty (20) hours or more per week and who do not work for a period longer than thirty (30) consecutive days. The employment of temporary employees shall not cause a regular employee to be laid off or reduced in hours. If a temporary employee works for a period longer than thirty (30) consecutive days, he or she then shall become an employee within the bargaining unit. The College will furnish the Association with the name of each temporary employee currently on the payroll and with the name of each temporary employee hired hereafter and will promptly notify the Association when any temporary employee has worked for a period longer than such thirty (30)-day period and thus has become an employee within the bargaining unit.

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 work-week.
- d) **"Part-time employee"** shall mean an employee who regularly works at least twenty (20) hours per week but less than a full-time work-week.

- e) "Continuous employment" shall mean the employee's period of seniority hereunder.
- f) "Regular straight-time hourly rate" shall mean the employees regular straight-time hourly rate of pay for the purposes of the Fair Labor Standards Act, including shift differentials where such shift differential is applicable in accordance with Section 6.2.

2.3. Probationary Period. A new employee or an employee rehired after a termination of his seniority shall be a probationary employee during the first year of his employment from the date of his or her most recent hiring, which period shall be his or her probationary period. However, there shall not be counted toward a probationary employee's one-year probationary period any time in which he or she does not work on account of sickness or accident. During an employee's probationary period, he or she 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 Association. When an employee has completed his probationary period, he or she shall be added to the seniority list and his seniority date shall be the date of his most recent hiring.

### **Article 3** **Union Security and Dues Deduction**

3.1. Union Shop. Any employee who is a member of the Association on the effective date of this Agreement shall, as a condition of employment, remain a member of the Association in good standing for the term of this Agreement. Any employee who is not a member of the Association on the effective date of this Agreement shall, as a condition of employment, become a member of the Association not later than the thirtieth (30th) day following the effective date of this Agreement and thereafter remain a member of the Association 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 Association not later than the thirtieth (30) day following the beginning of his or her employment and thereafter remain a member 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 Association agrees not to discriminate against any employee. The Association agrees that all employees will be allowed to become and maintain themselves as members in good standing of the Association in accordance with the Constitution and/or By-laws of the Association.

3.3. Deduction of Dues. The College agrees to deduct weekly from earned wages, and to remit to the Association, the membership dues and initiation fees, fixed in accordance with the

Constitution and/or By-laws of the Association, 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 Association 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 Association dues and initiation fees made by the College and/or the payment of any amounts so deducted to the Association, provided that the Association 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 employee and to assign work to them; to make and maintain reasonable rules to assure orderly and effective work; to determine what and where duties will be performed; to determine competency; to hire, transfer, promote, to lay off the employees and recall employees; and to maintain reasonable rules to work; to determine employee competency; to discipline, suspend, demote and discharge employees for just cause; and to explain terms and conditions of employment directly to 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 Association membership or proper Association activity.

#### **Article 5 Grievances and Arbitration**

5.1. Grievance Procedure. The representatives of both the College and the Association shall be responsible for making prompt and earnest efforts to adjust grievances between employees and the College. A "grievance" shall mean a complaint by an employee that as to him or her the College has interpreted and applied this Agreement in violation of a specific provision hereof. Except as provided in Section 5.5, all grievances shall be handled in accordance with the following procedure:

Step 1. An Association representative and the aggrieved employee shall take up the grievance with the immediate non-bargaining unit supervisor. If the grievance is not settled within five (5) calendar days as a result of their discussion, it shall be reduced to writing, signed by an Association representative and the aggrieved employee and submitted to the immediate non-bargaining unit supervisor. The written grievance shall explain as specifically as possible the nature of the grievance and refer to the contract provisions involved. The written grievance must be submitted within twenty (20) calendar days following the event on which the grievance is based or the time when the employee should have been aware of such event. The immediate non-bargaining unit supervisor shall give a written answer within five (5) calendar days after the written grievance has been submitted to her.

Step 2. If the grievance is not settled in Step 1, the Association shall have the right to appeal to Step 2 by written notice to the Chief of Police



fourteen (14) calendar days after the immediate supervisor has given her written answer in Step 1.

The grievance shall be taken up at a meeting between a representative of the Association and the Chief of Police or his or her designated representative, which shall be held within seven (7) calendar days after the grievance has been referred to this step. The Chief of Police or his designated representative shall give a written answer within fourteen (14) days after such meeting.

**Step 3.** If the grievance is not settled in Step 2, the Association shall have the right to appeal to Step 3 by written notice to the Chief Human Resources Officer given within fourteen (14) calendar days after the Chief of Police or his or her designated representative has given his or her written answer in Step 2.

The grievance shall be taken up at a meeting between the principal officers of the College and the Association, or their designated representatives. Every effort shall be made to hold the meeting within seven (7) calendar days after its having been requested by the Association, but in any event the decision of the College shall be given to the Association 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, demotion or discharge of an employee, Step 1 and Step 2 will be omitted and the written grievance will be referred directly to Step 3. The College's decision in Step 3 will be given in writing within seven (7) calendar 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, demotion, discharge or other discipline 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 or pay lost as the equities of the particular case may demand.

5.2. **Arbitration.** If the grievance is not settled in Step 3, and unless the matter is excluded from the grievance procedure or arbitration by any provisions of this Agreement, then the Association 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 fourteen (14) calendar days after the Association's written demand for arbitration, the Association may request in writing to the American Arbitration Association that the arbitrator be selected in accordance with the rules then obtaining of that Association applicable to labor arbitration, provided that such written request is given within sixty (60) calendar days after the College has given its written decision in Step 3. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to change or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally divided between the parties.

5.3. **Time Limits.** The time limits provided for in this Article are conditions precedent for the filing and processing of grievances under this Article. Any such time limit may be extended in a particular case by mutual agreement between the appropriate representatives at the step involved, provided such extension is set forth in writing and signed by the party for whose benefit the time limit was established. If it is not possible to refer the grievance at any step within the applicable time limits because of the absence of the appropriate representative of the

College, the grievance may be referred to the next step. The failure of the College at any step to give its written answer to the grievance within the applicable time limits shall qualify the grievance to be referred to the next step. If a grievance is not referred to the next step in the grievance procedure within the applicable time limit, it shall be considered settled on the basis of the last answer given.

5.4. 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 Association representatives and the employees involved. Such pay will be at the employee's regular straight-time hourly rate. The College shall not be required to pay for time lost in arbitration.

5.5. 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 Association, as long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Association 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 Association. The provisions of Section 5.4 with respect to pay for time lost will also apply to any employee presenting grievances to the College in accordance with this Section 5.5.

## **Article 6**

### **Wages**

6.1. Wage Rates. Hourly wage rates in effect during the term of this Agreement for employees covered by this Agreement are shown in Schedule ~~A~~, "Schedule of Wage Rates", which is attached to and made a part of this Agreement.

6.2. Shift Differentials. A shift differential of five percent (5 %) shall be added to the straight-time hourly rates of employees who are regularly assigned to a second shift (meaning a regular eight-hour shift commencing at or after ~~3:30~~ 3:00 p.m. and before ~~11:30~~ 11:00 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 eight-hour shift commencing at or after 11:00 p.m. and before 7:00 a.m.) for all hours worked on such shift. When an employee is assigned by the College as a temporary substitute in accordance with the provisions of Article 7 to work the shift of an absent employee who is regularly assigned to a second shift or a third shift, or is assigned to work overtime or on a paid detail during either of such shifts, he or she shall receive the applicable shift differential for all hours worked on such shift.

6.3. Officer-in-Charge. Absent a Sergeant. When scheduled to work an assigned patrol shift, absent a Sergeant, an employee at the promotional level of Officer-in-Charge will receive the Officer-in-Charge rate of pay for all hours worked on such shift. In the event that two or more employees with the rank of Officer-in-Charge are assigned to the same shift, absent a Sergeant, the employee with more senior time in rank at the promotional level of Officer-in-Charge will receive the Officer-in-Charge rate of pay for all hours worked on such shift.

**Article 7**  
**Hours and Overtime**

**7.1. Hours of Work.**

- a) **Work Week.** The normal work-week for full-time employees shall consist of four (4) consecutive days on duty of eight (8) hours each (inclusive of a paid daily one-half hour lunch/dinner period) and two (2) consecutive days off duty (i.e., a 4 and 2 work-week). Regular shifts will be 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 pm, 11:00 pm to 7:00 am. The College may assign overlapping shifts in order to address public safety needs.
- b) **Coffee Breaks.** A coffee break often (10) minutes shall be given on College time during an employee's shift, at a time and place arranged by the employee's supervisor. 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) **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.
- d) **Shift Assignment.**
  - (i) Regular shift assignments for employees who have completed one hundred eighty (180) consecutive calendar days exclusive of time not worked on account of sickness or accident of their probationary period shall be established on January 1 and July 1 of each year and shall be for a period of six (6) months. Preference for shift assignments shall be in accordance with classification seniority. Shift assignments are outlined in the Patrol Shift Assignments Policy Memorandum developed by the College. The College will not significantly change the normal assignments outlined in this Policy Memorandum without consulting with the Campus Police Union. Probationary employees may be rotated to any shift and at the conclusion of their probationary period shall be assigned to a regular shift for the balance of the schedule year. In the event that an employee's shift assignment is affected by a reallocation of positions, such employee shall be entitled to preference for another shift assignment held by an employee with less classification seniority.
  - (ii) In the event the College decides to temporarily fill a vacancy in a shift, it shall post a notice of such vacancy. Any employee in the appropriate classification who has completed one hundred eighty (180) consecutive calendar days (exclusive of time not worked on account of sickness or accident) of his/her probationary period may apply for such vacancy for the balance of the schedule year, with preference given to the employee

with the greatest seniority in the event there are two (2) or more applicants.

- (iii) In the event the College decides to temporarily fill a vacancy in a shift due to an employee's leave of absence or illness, it shall first seek volunteers. If there are no volunteers, the College may upon one (1) weeks' notice temporarily reassign the employee from another shift with the least seniority to fill the vacancy. This provision does not preclude the College from seeking volunteers to temporarily fill vacancies due to reasons other than the above.
- (iv) Full-time employees who regularly work four (4) shifts on and two (2) shifts off will be compensated at a minimum of forty (40) hours per week, including during work weeks when they regularly work only thirty-two (32) hours per week (a "short week").

7.2. Overtime.

- a) Overtime Pay. One and one-half times the regular straight-time hourly rate will be paid for all hours worked in excess of eight (8) hours per work day or forty (40) hours per payroll week. 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 shall be counted as regular hours worked in computing weekly overtime.
- b) No Pyramiding. There shall be no pyramiding of any overtime or premium pay for the same work. When work falls within two 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 and special details shall be allotted equally among the employees; provided that an employee who is absent for more than thirty (30) calendar days or who has been suspended without pay (and whose suspension is not revoked) shall not receive any such allotment to compensate for overtime and special detail opportunities foregone during his absence. This provision shall not form a basis for any claim for wages or for overtime premiums for hours not worked.
- d) Overtime Incentive. Members who work one hundred and twenty-eight (128) or more of accumulated overtime in a consecutive four (4) month period will be eligible for eight (8) hours of compensatory time off at a time and date agreed upon by the College.
- e) In lieu of overtime pay as provided for in section 7.2(a), employees may receive compensatory time off, provided that such compensatory time off has been requested by the employee and approved by his/her manager prior to its being taken and that any compensatory time off is taken within the same pay period that the overtime pay was earned by the employee. Employees approved to receive compensatory time off will be entitled to one and one-half hours of time off for every one hour of overtime worked.

7.3. Reporting Late or Leaving Work. An employee reporting for work later than the hour for starting shall report to his / her immediate supervisor or other authorized person before going on duty.

No employee shall leave his or her job without the prior permission of an authorized person. Any employee who leaves his or her job without permission may be subject to disciplinary action. Any employee who deliberately and intentionally walks off his or her job without permission will no longer be considered an employee of the College.

7.4. Call-In Pay. An employee shall be paid a minimum of five (5) hours' pay at the rate of one and one-half times his regular straight-time hourly rate for "paid details" and four (4) hours'

pay at such rate for "call-ins". A "paid detail" as used herein means that the employee is voluntarily assigned, outside of his regularly scheduled hours, to provide security at a party or a special function. A "call-in" as used herein means that the employee is summoned, outside of his or her regularly scheduled hours, to work in an emergency, appear in court, or work on Commencement and Spring Weekend, and does any work assigned to him or her. Overtime generated from outside the department shall be paid at paid detail rate or call-in rate. This Section does not apply when an employee is asked during his or her regularly scheduled hours to do overtime or emergency work. When an employee commences work on a call-in less than three (3) hours prior to the beginning of his or her regularly scheduled shift, he or she shall be entitled to call-in pay (at the rate of time and one-half) only for the period between the commencement of his or her work on the call-in and the start of his regularly scheduled shift.

**7.5. Special Events.** The College and the Association recognize the need for requiring the police officers to be on duty for certain special events. Certain events that have two-hundred fifty (250) attendees where alcohol is being served, including society parties and events with over five hundred (500) attendees require at least one (1) officer to be assigned to the event. The College will determine shift hours and assignment.

Since activities vary from year to year, it is not possible to determine specifically the number of overtime hours that each officer will have to work to cover events. However, officers shall be given reasonable prior notice of available overtime hours and shall have the opportunity to sign up in advance for such shifts. Officers who fail to sign up for overtime hours will be assigned hours. Additional hours of overtime may be available once assignments are made, and these hours of overtime will be assigned on a volunteer basis according to department overtime policies. Any officer forced to work an event will be eligible for compensatory time during the same pay period if shift staffing permits.

Assignments will be assigned and granted on a seniority basis, distributed fairly and in accordance with established departmental guidelines. Officers who fail to sign up for overtime hours will be assigned hours. Additional hours of overtime may be available once assignments are made, and these hours of overtime will be assigned on a volunteer basis according to department overtime policies. Any officer forced to work an event will be eligible for compensatory time during the same pay period if shift staffing permits.

Unless the parties otherwise agree, officers working party details over four (4) hours that extend until 2 a.m. will be paid eight (8) hours minimum.

**7.6 Emergency Closings.**

(a) 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.

(b) 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 will be paid for their shifts.

(c) 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	2½ 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	Must use accumulated vacation or personal days to be paid

## **Article 8**

### **Holidays and Holiday Pay**

8.1. **Recognized Holidays.** The following shall be recognized as paid holidays for employees:

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

Each such holiday shall be observed on the day of the observance by applicable law.

8.2. **Eligibility Requirements.** In order to be entitled to holiday pay, an employee must have worked his or her full hours as scheduled on his last scheduled working day before the holiday and his or her next scheduled working day after the holiday, unless his or her failure to work on such a day or days was excused because of (i) paid sick leave, funeral leave, jury duty, earned vacation, or injured leave pursuant to Section 10.9, (ii) absence on account of military duty or compensable accident which had not exceeded thirty (30) calendar days at the time of the holiday, or (iii) other absence excused by the College which had not exceeded three (3) working days at the time of the holiday. For the purpose of determining eligibility under this Section, an absent employee shall be considered to be scheduled to work before and after the holiday in accordance with the schedule then or most recently applicable to him or her.

8.3. Application of Holiday Pay. Employees shall receive eleven (11) days of holiday pay per year, whether the holiday falls within their regularly scheduled work-week or on one of their regular days off or during their vacation. The provisions of this Section are subject to the requirements of Section 8.2.

8.4. Computation of Holiday Pay. A day of holiday pay for full-time 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 employees shall be equal to one-fifth (1/5) of the number of hours per week which the employee regularly works (rounded to the nearest hour) multiplied by the employee's regular straight-time hourly rate.

8.5. Pay for Holiday Work. Employees who are required to work on a holiday listed in Section 8.1 shall be paid time and one-half for hours actually worked on such holiday in addition to their holiday pay.

8.6. Special Time Off at Christmas. Time off will be granted to employees on the day preceding Christmas.

If such employee is required to work during such time-off period in order to continue essential services or provide for emergency needs, he or she shall be paid for such hours actually worked at straight-time, in addition to the time-off pay provided in the preceding sentence.

For example, as to an employee who is regularly scheduled to work an eight (8)-hour day,

if such an employee is required to work during an eight (8)-hour time-off period as specified above, he or she shall be paid for his or her eight (8) hours actually worked at straight-time in addition to eight (8) hours of time-off pay as specified above (i.e., at straight-time);

or

if such an employee uses eight (8) hours vacation during such a time-off period, he or she shall receive his vacation pay in addition to eight (8) hours of time off pay as specified above (i.e., at straight-time);

or

if such an employee has a regular day off during such a time-off period, he or she shall receive eight (8) hours of time-off pay as specified above.

## **Article 9**

### **Vacations and Vacation Pay**

9.I. Vacation Amount and Vacation Pay. Employees who have completed one hundred eighty (180) consecutive calendar days (exclusive of time not worked on account of sickness or accident) of their probationary period in the employ of the College, shall receive vacations and vacation pay in accordance with their continuous employment as follows:



Continuous Employment	<u>Amount of Vacation and Vacation Pay</u>
Less than 3 years	6.67 hours/month 2 weeks annually
3 years but less than 10 years	10.0 hours/month 3 weeks annually
10 years but less than 20 years	13.33 hours/month 4 weeks annually
20 years and over	16.67 hours/month 5 weeks

9.2. Eligibility Requirements. In order to be entitled to full vacation and vacation pay as provided in Section 9.1, an employee with one (1) year or more of continuous employment must have received some pay from the College for at least forty (40) weeks during the period of 12 months next preceding the eligibility date. If he/she received some pay from the College for less than forty (40) weeks during such period, he/she will be entitled to reduced vacation and vacation pay in the proportion that the number of weeks for which he received some pay from the College during such period bears to forty (40) weeks.

For the purpose of this Section and Section 9.4, pay from the College includes pay received directly from the College as wages, holiday pay, vacation pay, and pay for sick leave, military training duty, funeral leave and jury duty but does not include Workmen's Compensation or other insurance benefits or extended disability benefits.

9.3. Computation of Vacation Pay. A week of vacation pay for full-time employee's shall be equal to forty (40) hours multiplied by the employee's regular straight-time hourly rate (including shift differential for an employee regularly assigned to the second or third shift pursuant to Section 6.2 above). A week of vacation pay for part-time employees shall be equal to the number of hours per week, which the employee regularly works multiplied by the employee's regular straight-time hourly rate. A day of vacation pay for an employee shall be equal to one-fifth (1/5) of a week of vacation pay for such employee.

9.4. Accrued Vacation Pay. If an employee who has completed one hundred eighty (180) consecutive calendar days (exclusive of time not worked on account of sickness or accident) of his or her probationary period is discharged or otherwise has his or her employment end with at least two (2) weeks advance notice to the College, he/she shall receive (i) any vacation pay which accrued to his or her credit on the last eligibility date and which he or she has not previously received and (ii) vacation pay in recognition of his or her employment during the period since the last eligibility date, computed for such period as if the date of his termination were an eligibility date and otherwise as provided in Sections 9.1 and 9.2.

9.5. Vacation Time. Subject to the provisions of this Section, the College reserves the right to schedule all vacations. Employees entitled to a vacation with pay shall, at their request, receive up to two (2) weeks vacation (not to exceed any accrued vacation pay) during the summer vacation period which shall run from July 1 to August 31. Preference for a two (2)

week summer vacation, if so, entitled, shall be granted within ranks in accordance with classification seniority. Vacations must be taken within the twelve months immediately following the eligibility date. Annual vacation accrual time may not be accumulated from year to year, except up to one (1) week of vacation time, above the employee's annual accrual time, may be carried over from one year to the next with the approval of the employee's supervisor.

**Illness During Vacation.** An employee who suffers a period of more than three (3) days of illness or injury (other than a compensable injury) while on a scheduled paid vacation may make an election as described below, provided that he or she presents to the Human Resources Office a medical certificate from a qualified physician covering the exact days of such period of illness or injury. The employee may elect to have the entire period of illness or injury treated as sick time rather than as vacation time, regardless of whether or not he or she has any accumulated paid sick leave available. However, if he/she has some accumulated paid sick leave available but not enough to cover the entire period of illness or injury, he or she may, as an alternative, elect to have treated as sick time rather than as vacation time, so much of the period of illness or injury as can be covered by his or her accumulated paid sick leave. The employee will not be entitled to vacation pay for the period which he or she thus elects to have treated as sick time but will be credited with paid sick leave for such period of sick time, to the extent, if any, that he or she has accumulated paid sick leave available. He/she will thereafter receive additional vacation pay and, if he/she so requests, vacation time off to compensate for the vacation pay lost for such period of sick time.

## **Article 10 Sick Leave**

### **10.1. Sick Leave Amount and Sick Leave Pay.**

- a) Sick leave is not paid until it is earned. During the first 90 days of employment, employees are not eligible for paid sick leave; however three (3) sick leave days will be accrued. Thereafter sick leave will be accrued on the basis of one day per month of employment.
- b) An employee on paid sick leave shall receive his or her regular straight-time hourly ratetimes the number of hours per day (not exceeding eight (8)) which he or she would otherwise have worked. No employee shall receive any sick leave pay for a day on which he or she would not otherwise have worked or for a day for which he or she is entitled to holiday pay hereunder, providing that in such latter event the employee shall not be charged with having used a day of his sick leave allowance. The minimum time chargeable to paid sick leave shall be on (1) hour. An employee who is receiving Workmen's Compensation benefits may, at his or her option, use his or her sick leave pay to make up the difference between such benefits and his or her regular straight-time weekly pay, and his or her paid sick leave shall be charged accordingly.

If an employee is excused from work by the College for the balance of the workday in which he or she sustains an industrial accident, he or she shall be paid at his or her regular straight-time hourly rate for the remainder of his straight-time hourly hours lost from work on that day because of his or her accident and which he or she would otherwise have worked, and such payment shall not be charged to his or her paid sick leave. An employee who is receiving Workmen's Compensation benefits may, at his or her option, use his or her sick leave pay to make up the difference between such benefits and his or her regular straight-time weekly pay, and his or her paid sick leave will be charged accordingly.

10.2. **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 (including shift differential for an employee regularly assigned to the second or third shift pursuant to Section 6.2 above). A day of paid sick leave for a part-time employee shall be equal to one-fifth (1/5) of the number of hours per week which the employee regularly works multiplied by the employee's regular straight-time hourly rate.

10.3. **Accumulation of Sick Leave.** At the end of any sick leave year (July 1 through June 30) beginning with the sick leave year ending June 30, 1991, any accumulated unused paid sick leave credited to an employee, up to a maximum of one hundred seventy-five (175) days, shall be carried forward into the next sick leave year.

10.4. **Pay out 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 him or her 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 paid sick leave.

10.5. 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. 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. However, no employee shall be disciplined or penalized in any manner for the use of sick leave in accordance with this Article.
- b) Abuse of paid sick leave (for example, its use as added vacation or for a day off) shall result in loss of pay for the days involved and prompt disciplinary action in repetitive cases.
- c) Employees who are unable to work on account of illness shall be expected to notify the appropriate College authority as soon as possible but not later than one (1) hour before the beginning of their work period. When such notice is not given, sick leave pay shall not be granted for time lost, unless the employee furnishes to the College reasonable medical evidence that he was unable to make such notification.
- d) 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 I 0.5 (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. The College physician shall determine, whenever required by the College, whether an employee's absence resulted from the use of intoxicants or such drugs.

- e) Employees absent from work because of illness for more than three (3) consecutive days must have been attended by a physician, and upon return to work shall present their immediate supervisor a statement of fitness for duty from such attending physician. If reasonable cause exists, the College shall have the right in other cases to require an employee to present a statement of fitness for duty. Any employee required to present a statement of fitness for duty who has not been absent from work shall be promptly provided with a fitness for duty exam at the College's expense or, he or she so chooses, may be examined by the employee's physician at the College's expense. If, on the basis of such exam, the employee is found to be fit to work, he or she shall not lose any pay for the 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.

**10.6 Sick Leave Incentive Bonus.** Effective with the sick leave year beginning July 1, 2016, if an employee has been employed for four (4) continuous months and during such time has used no sick leave or has used sick leave only when absent on account of an industrial accident or industrial illness, he or she shall receive a sick leave incentive bonus in the form of a day off with one (1) day's pay or one (1) additional day's pay at straight-time, at the option of the College. Each such day's pay will be computed in the same manner as a day of paid sick leave for such employee in accordance with Section 10.2. The use by an employee of sick leave as paid personal days and to the extent permitted in accordance with Article 29 shall not be counted as a use of sick leave for the purpose of this Section 10.6. The sick leave incentive bonus may not exceed twenty-four (24) hours for any continuous twelve (12) month period.

**10.7. Unpaid Sick Leave.** If an employee has exhausted his or her paid sick leave and if a physician retained by the College certifies that his or her health is such that he or she is not physically or mentally capable of efficiently and regularly performing his or her usual work, such employee shall be placed on a leave of absence for a period not exceeding six (6) months, which shall be renewable for an additional period or periods subject to a total limitation of one (1) year, provided that such total limitation shall be eighteen (18) months in the case of an employee with eight (8) years or more but less than fifteen (15) years of continuous employment at the commencement of such leave of absence and two (2) years in the case of an employee with fifteen (15) years or more of continuous employment at the commencement of such leave of absence. Such leave of absence shall be unpaid except for any benefits to which the employee may be entitled under the short-term disability plan provided under Section 19.4 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, his or her employment may be terminated by the College. If the employee is able to return to work at or prior to the absence and so notifies the College, he or she will be reinstated to his or her job classification subject requirements. Any job vacancies existing by leave of absence which are filled by posting, will 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 returns at the end of such leave, any employee filling such vacancy on a temporary basis, if he/she has completed his probationary period, will either

be returned by the College to his or her former job classification, if any, or treated as subject to a reduction in force in accordance with section 17.4. It is understood that the College reserves the privilege of extending any such leave of absence in any particular case beyond the applicable limitation provided above without thereby establishing a precedent for any future similar action. Any employee on such leave of absence shall continue to accumulate seniority but shall not continue to accumulate or accrue or be entitled to receive any other rights or benefits provided under this Agreement.

**Worker's Compensation Disability Leave.** 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 he or she continues to receive Worker's Compensation benefits, subject (to the extent permitted by law) to a total limitation of eighteen (18) months, provided that such total limitation shall be two (2) years in the case of an employee with eight (8) years or more but less than fifteen (15) years of continuous employment at the commencement of such leave of absence and thirty (30) months in the case of an employee with fifteen (15) years or more of continuous employment at the commencement of such leave of absence. If, at the end of such leave of absence, the employee is unable to return to work, his or her employment may be terminated by the College. If the employee is able to return to work at the end of such leave of absence and so notifies the College, he or she will be promptly reinstated to his job 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, any employee hired to fill such vacancy shall be subject to termination of employment by the College, notwithstanding any other provisions of this Agreement. It is understood that the College reserves the privilege of extending any such leave of absence in a particular case beyond the applicable limitation provided above without thereby establishing a precedent for any future similar action. Any employee on such leave of absence shall continue to accumulate seniority but shall not continue to accumulate or accrue or be entitled to receive any other rights or benefits provided under this Agreement.

**10.8. Special Disability Compensation Due to Acts of Violence.**

- a) In view of certain extraordinary duties and responsibilities required of Campus Police officers, the College will maintain a special disability pay policy to compensate employees absent from work due to injuries limited to acts of violence (such as stabbing, shooting or physical assault) occurring in the line of duty. Under this policy an eligible employee will be entitled to his or her normal wages (less benefits received from Worker's Compensation, if any) up to forty-five (45) calendar days. Evidence of disability must be presented before payments will commence. An employee will be required to give additional evidence from time to time as a condition for continuing these payments and submit to an examination by a physician appointed by the College if this is deemed desirable by the College.
- b) At the end of the forty-five (45) day period a review of the circumstances of a particular instance, if necessary, will be conducted by the College to determine if the physical condition of the employee warrants a recommendation that the forty-five (45) day period be extended. The College's decision under this paragraph (b)

will not establish a precedent for any future similar action nor shall its decision be subject to the grievance procedure or arbitration hereunder.

10.9. Maternity Disability Leave and Child Care Leave.

(a) Eligibility. Employees who have completed the probationary period are eligible for Parental Leave on account of disability in connection with pregnancy and childbirth and to care for newborn or newly adopted children (including foster care placement). Parental Leave includes both Maternity Disability Leave and Child Care Leave. The provisions of this Section 10.9 shall be interpreted and applied in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) and regulations thereunder and Massachusetts law. Parental leave in this Section runs concurrently with any available leave under federal or state law, including, Paid Family Medical Leave, the Family and Medical Leave Act 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 be presumed to continue for three (3) months in connection with childbirth; medical certification may be required by the College to establish disability of longer duration.

The College reserves the privilege of extending such leave in any particular case beyond the applicable limitation provided above without thereby establishing a precedent for any future similar action.

(c) Work During Pregnancy. A pregnant employee may continue to work at the College as long as she is able to do so in the light of her physical condition and her essential duties. The College will comply with any reasonable accommodations requirements. Any question as to an employee's ability to continue working during her pregnancy or to return to work after the termination of her pregnancy will be determined on the basis of medical certification as provided under the FMLA.

(d) Child Care Leave. In addition to Maternity Disability Leave as provided for in paragraph (b) above, an eligible employee (male or female) will be granted Child Care Leave without pay for up to a maximum of three (3) months (in the case of an employee with at least one (1) full year of service, six (6) months) for the care of his or her newborn child or child newly placed for adoption or foster care. However, if a female employee receives Maternity Disability Leave as provided in Paragraph (b) above for more than three (3) months, the maximum amount of Child Care Leave for the employee shall be reduced by the amount by which the employee's Maternity Disability Leave exceeds three (3) months; provided that the amount of Child Care Leave to which the employee is eligible is not reduced below eight (8) weeks following the birth or placement of the child. If an employee and his or her spouse both are employed by the College, they are jointly eligible for a combined total of three (3)

months (in the case of an employee with at least one (1) full year of service, six (6) months) of Child Care Leave for care of their newborn child or child placed for adoption or foster care.

(e) **Pay During Maternity Disability or Child Care Leave.** An employee with at least one (1) full year of service who is on Maternity Disability Leave, or on Child Care Leave to take primary responsibility for the care of a newborn child or a child newly adopted or placed for foster care, will receive her/his normal pay and benefits for the first six (6) weeks of such leave. In no event will pay exceed a total of six (6) weeks for both leaves. If an employee and his or her spouse both are employed at the College, they are jointly eligible for a combined total of six (6) weeks of paid Parental Leave. 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 his or her option, use any accumulated paid sick leave, unused vacation, or the benefit provided under the Short Term Disability Plan as set forth in Article 19.4(c) if she meets the eligibility requirements therein, during such parental leave. Academic-year employees on parental leave may not, however, use paid sick leave during the College's winter or summer recesses, except when the employee actually loses time from scheduled work on account of such parental leave.

(f) **Notices Required.** In order to be eligible for Parental Leave, whether paid or unpaid, an employee is required to give at least two (2) weeks advance written notice to the College of his or her anticipated date of departure, except that, when two (2) weeks notice is not possible because of unexpected disability or other unforeseen circumstances, such notice shall be given as soon as practicable. An employee is also required to give at least two (2) weeks written notice of his or her intention to return to work.

(g) **Return to Work.** If an employee does not return to work at the end of a Parental Leave, his or her employment may be terminated by the College. If the employee is able to return to work at or prior to the end of his or her Parental Leave, the employee will be promptly reinstated in his or her previous job classification subject to the existing work requirements, otherwise in an equivalent position with equivalent pay, benefits and other employment terms and conditions as provided under the FMLA. However, the employee need not be restored to his or her job classification or an equivalent position if other employees of equal or greater seniority in the same job classification or equivalent position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of his or her Parental Leave. In that event, efforts will be made to find other suitable employment either in the employee's previous department or elsewhere in the College and the employee will retain preferential consideration for such other employment.



(h) Temporary Vacancies. Any job vacancies existing by reason of any Parental Leave which are filled by posting or hiring may be designated as temporary with the possibility of becoming permanent if the employee on such leave does not return at the end of such leave (or at the end of any extension to the leave granted by the College in its discretion.) If the employee on leave does return to his or her job classification, the employee filling such vacancy on a temporary basis, if he/she has completed his probationary period, either will be returned by the College to his or her former job classification, if any, or will be treated as subject to a reduction in force in accordance with Section 17.4.

(i) Seniority and Benefits During Parental Leave. Any employee on Parental Leave will continue to accumulate seniority and will be reinstated without loss of employment rights and benefits for which he or she was eligible on the date the Parental Leave commenced. The employee will not continue to accumulate or accrue or be entitled to receive any other rights or benefits provided under this Agreement, except as follows: (i) any accumulated paid sick leave or unused vacation as provided in Paragraph (e) above; (ii) any benefits to which the employee may be entitled under the extended disability plan or the group long-term disability plan provided under Article 19; and (iii) for the first twelve (12) weeks of such leave, the employee shall be eligible to continue coverage under a health plan, the dental plan and the group life insurance plan as provided under Article 19 on the same basis as if he or she had continued to work.

#### 10.10. FMLA and SNLA.

(a) Family and Medical Leave Act. Each employee who has completed the probationary period shall be granted leave in accordance with the terms of the Family and Medical Leave Act. The provisions of the Family and Medical Leave Act and this Article 10 are coextensive. Except to the extent that the terms of the Family and Medical Leave Act provide greater protections and/or benefits than the provisions of this Article 10, the provisions of this Article 10 shall control.

(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 29, if any, and then by use of their vacation days, if any, under Article 9, unless the employee's accumulated unused vacation leave is less than one 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.

10.11. Light Duty. An employee who is unable to perform the normal duties of a police officer because of illness or injury and returns to work, may be assigned light duty. The light duty will be consistent with medical restrictions and any return to work conditions. The light duty may be outside of the scope of the duties normally performed by a police officer

### Article 11

## **Military Service**

11.1. 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. In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such layoff shall be in accordance with the seniority provisions of this Agreement. The employee laid off shall be entitled to reasonable notice.

### 11.2. Military Training Duty.

- a) A full-time 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 six (6) months of continuous full-time employment at the time he or she reports for such training duty, shall be granted a military pay differential for the period of such training duty up to two (2) weeks annually. Such military pay differential shall be the amount by which the employee's normal wages for the period, calculated on the basis of his or her work-week up to a maximum of forty (40) hours, exceeds any pay received for such military training duty. All pay and allowances, with the exception of subsistence and travel allowances shall be included in determining military training duty pay. The employee involved shall have the responsibility of submitting documentary proof of his military training duty pay.
- b) An employee may be permitted to take a vacation and participate in military training duty at separate times or at the same time and may be granted both vacation pay and a military pay differential as provided hereunder.

11.3. 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 his or her Selective Service Board notice of such examination to his or her supervisor in advance, he or she will be granted leave with pay for the time actually and necessarily lost from work, not exceeding one (1) day, in order to take such examination.

## **Article 12 Funeral Leave**

12.1. In the event of the death of a parent, spouse, or child, the paid leave granted under this article shall be five (5) consecutive workdays. In the event of a death in the immediate family of an employee, the College will grant leave without loss of pay for the three (3) consecutive calendar days immediately following such death, to permit the employee to attend the funeral and take care of other matters in connection with the death. However, if such three (3) consecutive calendar day period does not include both the day of the funeral and at least one other working day (either before or after the funeral), such period will be extended for not more than one additional consecutive day, if necessary, so as to include both the day of the funeral and such one other working day. In no event shall the employee be entitled to more than three (3) days' pay under this Section. For the purposes of this Article, an employee's immediate family shall mean his or her father, mother, father-in-law, mother-in-law, sister, brother, sister-

in-law, brother-in-law, grandfather, grandmother, or any person related by blood to the employee or his spouse if such person is a resident in the home of the employee. Such leave will not be granted when, because of distance or other reasons, the employee does not attend the funeral.

12.2. Leave to attend the funeral of a person other than that specified in Section 12.1 may be arranged by agreement of the employee and the Chief of Police.

### **Article 13**

#### **Jury Duty**

If an employee is required to appear in court for jury duty or to appear as a witness in any duly constituted judicial proceeding (other than in a case in which he or she is a plaintiff or defendant), the College shall grant him a leave of absence for a period of his required service and shall pay him the difference, if any, between the amount he receives from the court and his or her regular straight-time pay lost to him or her by reason of such court service, provided that he or she was hired before receiving notice of such service. In order to be eligible for payment under this Article, the employee must notify his supervisor promptly after receipt of notice of his selection for jury duty or of his or her 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 showing the dates and times served and the amount paid to him or her for such service or appearance. If the College is required by law to pay any employee for any period of jury service in amounts or under circumstances which exceed the requirements of this Section, such payments shall be made as required by law and shall be in satisfaction of any requirements of this Section with respect to the same period of jury service.

13.1. If an employee on leave under this Article returns to work at the request of the College for any part of his regular work day, he shall be paid for such work at his or her regular straight time hourly rate, in addition to the amount paid to him or her under section 13.1.

### **Article 14**

#### **Health and Safety**

14.1. The College shall continue to initiate and maintain such safety and sanity conditions as are reasonably necessary to protect and preserve the health and safety of its employees. Employees who fail to follow safety standards reasonably established by the College will be subject to disciplinary action, up to and including termination.

14.2. Members who participate in an agreed upon physical fitness program will be eligible for compensatory time off as specified in the program guidelines.

### **Article 15**

#### **Strikes and Lockouts**

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

## **Article 16**

### **Bulletin Boards**

16.1. The College will provide a College - Association bulletin board on which the Association may post notices of Association meetings and other Association activities.

## **Article 17**

### **Seniority**

17.1. **Definition.** The bargaining unit seniority of each employee after he has completed his probationary period as provided in Section 2.3. shall be equal to his **or her** continuous employment since his **or her** most recent date of hire. The classification seniority of each employee shall, subject to the other provisions of this Section, be equal to this continuous employment in a specific jobclassification. An employee shall lose his **or her** seniority for any one of the following reasons:

- a) Voluntary quit
- b) Discharge for just cause
- c) Layoff for a period equal to the employee's continuous employment at the time of his or her layoff or one (1) year, whichever is less
- d) Retirement
- e) Failure to return to work at or before the expiration of a leave of absence; or
- f) Failure to return to work within one (1) week after the receipt of notice of recall from layoff.

17.2. **Leave 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.

17.3. **Absence of Association Officers.** The College agrees that any employee who is an officer or representative of the Association shall be allowed such reasonable time off as is necessary for the performance of the duties pertaining to this office, provided that he or she submits to the College written request therefor 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 Association activities during work hours, except as provided with respect to the grievance procedure in Article 5 and except that a reasonable number of employees who are duly authorized agents of the Association shall be paid for time actually lost from work in attending meetings with the College during normal working hours for the negotiation of a new, extended or renewed collective bargaining agreement.

17.4. **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.

17.5. Seniority List. The College will from time to time prepare a seniority list of all employees, showing their seniority dates, and will furnish copies thereof to the Association. The seniority date of each employee as shown on such list shall be considered final for all purposes under this Agreement, unless the Association files a written objection thereto with the College within two (2) weeks after the date it receives such list.

17.6. Voluntary Quit. If an employee wishes to terminate his employment, he or she may leave in good standing if he or she gives the College at least two (2) weeks advance notice.

## **Article 18**

### **Promotions and Transfers**

18.1. Preference to Employees. When promotional opportunities within the bargaining unit are available all qualified employees, who have completed their probationary period, must successfully complete the promotional screening process designed by the College. An employee so selected for such promotion shall be on a trial basis for the first ninety (90) days in his new job. If during such trial period the employee is not satisfactory to the College, he or she will be returned to his or her former job classification displacing any employee who may have replaced him or her on the job, unless the College decides not to fill his former job. If during the first thirty (30) days of such trial period the employee elects to return to his or her former job classification, he or she will be returned to his former job classification, displacing any employee who may have replaced him or her in such job classification, unless the College decides not to fill his or her former job. If a suitable vacancy does not exist (to be determined jointly by the College and the Association), the employee will be laid off. The College will make an evaluation after sixty (60) days of such trial period.

18.2. Posting. The College will periodically establish a list of police officers who have successfully completed the sergeants promotional screening process, and will rank officers eligible for promotion by order of their composite scores. Selection of officers for promotion to sergeant will be made from this list, provided officers remain eligible for promotion, based on the concept of "best qualified" at the time the promotion is made.

18.3. Temporary Transfers. An employee temporarily transferred for more than one (1) working day to a higher-rated job shall receive the higher rate of pay for the entire period of such transfer. An employee temporarily transferred to a lower rated job for the convenience of the College shall continue to receive the rate of his or her regular job.

18.4. Permanent Transfers. An employee permanently transferred shall receive the rate of pay for the job to which he or she is transferred.

18.5. Work Location. The location where duties are to be performed by employees is a matter of assignment by the College.

## **Article 19**

### **Insurance**

19.1. Health Insurance.

- a) Presently the plans offered by the College to bargaining unit employees are:
  - (i) Harvard Pilgrim Health Care (HMO); and
  - (ii) Harvard Pilgrim PPO Plus HSA
- b) The College in its discretion may also make available any additional health plan or plans and may discontinue the availability of any health plan or plans as to which there is insufficient interest to satisfy any participation requirements of such plan.
- c) The College shall contribute toward the premiums for each such health plan for individual and family coverage the same percentage amount that it contributes for non-bargaining unit College staff, as that amount may change from time to time.
- d) The employee's share of the premiums will be deducted from his wages on a regular basis (but not less than once a month).
- e) If an employee on or after July 1, 1988 elects early retirement under the Pension Plan after attaining age 60 and with at least ten (10) years of credited benefit service, such retired employee and his or her eligible dependents may continue to be covered under a health plan provided by the College pursuant to this Section until such retired employee (i) attains age 65, (ii) dies or (iii) is covered by another group health plan provided elsewhere, whichever first occurs. If such retired employee has only individual coverage under a health plan hereunder when he or she retires, he or she may not elect family coverage under this paragraph after his or her 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 contributions, the College shall not thereafter be required to maintain coverage for such retired employee hereunder.

19.2. Dental Plan. The College will continue to make available to eligible employees and their eligible dependents a group dental care plan, Delta Care and Delta Premium. 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.

19.3. Group Life Insurance.

Non-contributory Life Insurance: The College provides to all eligible employees with noncontributory life insurance to 100% of their annual salary rounded to the next highest \$1000.

**Contributory Life Insurance:** In addition to noncontributory coverage, an employee may elect to participate in the contributory portion of this plan and receive additional insurance equal to 1, 2, 3 or 4 times the employee's Basic Annual Earnings up to the Combined Maximum Benefit, or \$900,000, whichever is less. The guaranteed issue amount is twice the employee's Basic Annual Earnings. Benefits will cease upon retirement and premiums for the Contributory Life Insurance are age-based.

### **19.3 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 become eligible to receive benefits on the day on which he or she completes one (1) year of full-time service, provided he or she is actively at work or receiving paid sick-leave. An employee who is not at work or receiving paid sick leave on the date he or she completes one (1) year of full-time service will thereafter become eligible on the day he or she returns to work.
- c) **Benefits.** The weekly benefit will be as set forth below, effective for claims originating on or after the dates indicated, respectively. The disability plan will provide for weekly short term disability benefits equivalent to sixty percent (60%) of the employee's regular base wages.

Benefits commence on the 8th day (the first day, if the employee is hospitalized) 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 26 weeks during any one period of disability, provided that such benefits shall not continue after the employee becomes eligible to receive benefits under the long-term disability income plan provided under section 19.5. Benefits will be paid only for periods in which the employee would otherwise have worked. Benefits will terminate if the employee becomes eligible for Social Security disability benefits. All disability absences will be considered as having occurred during a single period of disability unless acceptable evidence is furnished that:

- (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 his or her regular job, for a period of not less than four (4) consecutive weeks.

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

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

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

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

The College will continue paying the College contributions for group health, dental and life insurance, for employees receiving short-term disability benefits, provided that such employees pay the employee contributions for such coverage.

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 employees receive more than the employee's average weekly wage in short-term disability and/or PFML benefits.

19.4. 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 \$3000 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 become eligible for coverage under the plan on the day on which he or she completes one (1) year of full-time service, provided that he or she is then actively at work or receiving paid sick leave. A full-time employee who is not at work or receiving paid sick leave on the date he or she completes one (1) year of full-time service will thereafter become eligible on the day he or she returns to work. No employee will be eligible to obtain or continue coverage after age 70.

19.5. Insurance Policies. The insurance carriers or health maintenance organizations, as the case may be, will administer the benefit plans referred to in sections 19.1, 19.2, 19.3, and 19.5 and, if the extended disability plan is provided through insurance, in section 19.4, which 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 not be subject to arbitration hereunder unless the insurer or other agency responsible for paying such benefits agrees to be bound by such arbitration.

19.6. 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.



19.7. 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 20 Pension Plan**

- 20.1 Reference is made to the Pension Plan for Classified Office and Service Employees dated June 30, 1964, as amended to date, which is separate from and independent of this Agreement. 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 2016-2020 Agreement.
- 20.2 Employees hired into bargaining unit positions on or after January 15, 2014 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. The College shall not decrease its contributions to the 403(b) Plan on behalf of bargaining unit employees without providing notice to the union and an opportunity to discuss the intended changes at least 21 days prior to the date of implementation.
- 20.3 If the College introduces a new program, such as an individual retirement account, to encourage employees to save for their retirement, bargaining unit employees will be eligible to participate in the program.

## **Article 21 Personnel Files**

- 21.1 The Human Resources Office shall maintain a personnel file for each employee, which shall be open to examination by authorized representatives of the College and the

Association. Information from such files will be given to private concerns and persons only on request of the employee.

## **Article 22**

### **Equal Opportunity**

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

## **Article 23**

### **Federal and State Laws**

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

## **Article 24**

### **Complete Agreement**

- 24.1 This Agreement contains the complete agreement between the parties. No additions to, or waiver, deletion, change or amendment of, any of the provisions contained herein shall be made except by the mutual consent in writing executed by the parties hereto. An oral waiver or a failure to enforce any provisions in a specific case shall not constitute a precedent or preclude either party from relying upon or enforcing such provision in any other case.

## **Article 25**

### **Notices**

- 25.1 Any notice required or permitted by this Agreement may be given by written notice delivered, or mailed by registered or certified mail, to the Deputy Director of Human Resources of the College or to the President of the Association.

## **Article 26**

- 26.1 [Article intentionally left blank]

**Article 27**  
**Tuition Assistance Plan**

- 27.1 The College has established and will maintain a tuition assistance plan for full-time employees who have completed one (1) year of full-time service. Under the plan an eligible employee may take not more than one (1) single academic course at a time (with a limit of four (4) credits per semester or equivalent) at an accredited school, technical institute or college which is eligible under Federally-insured student loan programs. The particular course may be determined by the College to be job-related for the individual employee, 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 100% of the amount of the tuition for the course paid by the employee (but not for registration fees, laboratory fees, books, supplies or any 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 the cost of one (1) Wellesley course. If the employee is eligible for assistance in payment of tuition from any other public or private agencies, including the Veterans Administration, he 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 100% the 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 terminated 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.

**Article 28**  
**Uniforms**

- 28.1 The College, at its expense, will provide each employee with all required equipment and with all uniform articles and shall pay the cost of the laundering or cleaning of such uniforms. All such equipment and uniform articles provided by the College shall remain the property of the College and shall be worn only during work hours. The College will replace equipment and uniform articles due to normal wear and tear or if damaged during the course of duty. The College will replace worn uniforms as needed upon the presentation to management of the item that needs to be replaced. Equipment or uniform articles damaged or lost through negligence of the employee will be replaced at the expense of the employee.
- 28.2 Each July 1, the College will provide to employees employed on that date a shoe allowance in the amount of \$125.00. Payment of the allowance will be made based on the presentation of an appropriate sales receipt. Each employee must have one pair of dress work boot/shoes.

**Article 29**  
**Personal Days**

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

### **Article 30**

#### **Performance Appraisals**

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

### **Article 31**

#### **Duration of Agreement**

31.1 Effective Date and Termination. This Agreement shall become effective as of its date of execution by the College set forth below (except as otherwise specifically provided herein) and shall continue in full force and effect through and including June 30, 2025 and shall be automatically renewed from year to year thereafter unless, on or before April 10, 2025 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 desire to negotiate a successor agreement to be effective on or after the succeeding July 1, in which event negotiations shall commence upon such notice. If a successor agreement is not executed by June 30, 2025 ~~2020~~ this Agreement shall remain in full force and effect after June 30, 2025 until such successor agreement shall have been executed or until the expiration of thirty (30) days' notice of termination from either party to the other, whichever first occurs.

31.2 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.

**SCHEDULE A****SCHEDULE OF WAGE RATES**

The wage rates for the employees covered by the College-Association Agreement shall be as follows:

<b>Job Class</b>	<b>Rates Effective:</b>			
	<b>plus 2.5% 7/1/21</b>	<b>plus 2.5% 7/1/2022</b>	<b>plus 2.5% 7/1/2023</b>	<b>plus 2.75% 7/1/2024</b>
<b>Non-EMT</b>				
Sergeant	\$37.59	\$38.53	\$39.49	\$40.58
Officer	\$32.78	\$33.60	\$34.44	\$35.39
Officer-in-Charge	\$37.59	\$38.53	\$39.49	\$40.58
Officer Probationary (1st 180 days)	\$30.16	\$30.91	\$31.68	\$32.55
Officer Probationary (more than 180 days and until successful completion of the Massachusetts Police Academy)	\$32.78	\$33.60	\$34.44	\$35.39
<b>Certified EMT (\$1.25/hr)</b>				
Sergeant	\$38.84	\$39.78	\$40.74	\$41.83
Officer	\$34.03	\$34.85	\$35.69	\$36.64
Officer-in-Charge	\$38.84	\$39.78	\$40.74	\$41.83
Officer Probationary (1st 180 days)	\$31.41	\$32.16	\$32.93	\$33.80
Officer Probationary (more than 180 days and until successful completion of the Massachusetts Police Academy)	\$34.03	\$34.85	\$35.69	\$36.64

**Shift Differentials shall be as follows:**

Second Shift five (5)% of hourly rate  
Third Shift seven (7)% of hourly rate

**Certified EMT Incentive**

Effective as of July 1, 2008, Certified EMT's will receive one dollar and twenty-five cents (\$1.25) per hour added to the applicable rate per hour as an incentive for maintaining their EMT status.

**Educational Incentive**

Educational Incentive- included in determining the employee's regular rate of pay:

**Degree**

Associate's Degree	\$0.50
Bachelor's Degree	\$0.75
Master's Degree	\$1.00

**Exhibit I**  
**Authorization for Check-off Dues**

To WELLESLEY COLLEGE:

I hereby assign to the Wellesley College Campus Police Association, Wellesley, Massachusetts from any wages earned or to be earned by me as your employee, such sums as the Treasurer of said Association may certify as due and owing from me as membership dues, including an initiation fee and monthly dues in such sum as may be established from time to time by said Association in accordance with its Constitution, said dues to be not less than\_\_\_\_ a week and said initiation fee to be not less than\_\_\_\_ payable in two installments of \_\_\_\_\_ each. I authorize and direct you to deduct such amounts from my pay and to remit the same to the Treasurer of said Association at such times and in such manner as may be agreed upon between you and the Association 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 the termination of the collective agreement between you and the Association which is or comes in force as of the time of delivery of this authorization, whichever occurs 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 agreement between you and the Association, whichever shall be shorter, unless written notice is given by me to you and to the Association 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 Association, whichever occur sooner.

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

\_\_\_\_\_  
Address of Employee

\_\_\_\_\_  
Type or Print Name of Employee

\_\_\_\_\_  
City State

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Delivery to College

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

WELLESLEY COLLEGE POLICE  
ASSOCIATION, UNION OF CAMPUS  
POLICE

*Bruce Whitney*  
*Brenda T. Co*  
*Jolene Gourd*  
*Kenneth*

WELLESLEY COLLEGE

*John Styr*  
*Chief*



## **SIDE LETTERS**

1. The College will revise its Complaints and Internal Investigations policy to be completed no later than 90 days after the contract is ratified. The Department will make such revisions in consultation with the Association, taking into account CALEA and MACLEA recommendations.
2. The College agrees to not remove a Sergeant/Officer from their assigned patrol duties to fill a special detail (traffic or party) unless an emergency exists. Then the Chief or their designee shall make every attempt to fill the detail with an off-duty Sergeant/Officer.
3. The College is creating a new position of Community Service Officer. Due to the Association's interest in the scope of the job duties for this new position, the College agrees that the Chief will meet with Association representatives to discuss the work duties of the new position of CSO (Community Service Officer) It is understood that any final decisions as to the scope of the job duties for the CSO remains within the unilateral authority of the College.
4. In recognition of their work during a period of low staffing levels in FY 21 and their efforts in meeting unusual overtime commitments during that period, each bargaining unit member shall be entitled to either: 1) take one personal day anytime between ratification of this Agreement and June 30, 2022 or 2) receive a \$200 one-time bonus, minus appropriate taxes. The employee shall provide timely notification to the Chief or designee as to which option they select.

If the employee elects the extra personal day, it shall be in addition to any personal days under Article 29 of the Agreement. This extra personal day is for this fiscal year only and will not be added to Article 29. Such personal day 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.