

Memorandum of Agreement
Between the Massachusetts Board of Higher Education
And the
American Federation of State and County and Municipal Employees, Council 93,
Local 1067, AFL-CIO
For a Successor Agreement Covering
July 1, 2020 – June 30, 2023

This Memorandum of Agreement is entered into by and between the Board of Higher Education (the "Board") and the American Federation of State, County and Municipal Employees Council 93, Local 1067. (the "Union") on this ___ day of November 2021.

WHEREAS, the Board and Union have been parties to a collective bargaining agreement (the 2017-2020 Agreement) and a short-term temporary one-year successor agreement (the 2020-2021 Agreement) which has remained in full force and effect; and

WHEREAS, the parties have agreed to a new three (3) year successor agreement to the 2017-2020 Agreement and the 2020-2021 Agreement (the 2020-2023 Agreement) consistent with this Memorandum of Agreement which shall supersede the 2017-2020 and/or 2020-2021 Agreements; and

WHEREAS, the parties wish to memorialize and give effect to the terms of the agreements reached by the parties;

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. General

This Agreement is contingent upon the ratification of the Agreement by the Union's unit members and all pertinent Board and State officials including, but not limited to, those set out in M.G.L. c. 150E Section 7.

The provisions of the 2017-2020 and 2020-2021 Agreements and their attached Appendices and Memoranda of Agreement shall be incorporated into the 2020-2023 Agreement except as amended herein.

2. Article 3

Replace the current definition of "Public Safety" with a new one as follows:

9. **PUBLIC SAFETY OR POLICE DEPARTMENT**- The terms "Public Safety" or "Police Department" shall mean the department to which ~~individuals holding the position of Campus Police Officer I, Campus Police Officer II, Campus Police Officer III, Institutional Security~~



~~Officer I, 'Institutional Security' Officer II, Institutional Security Officer III and Institutional Security Officer IV are assigned. The parties recognize that this term may not be used to identify this department at individual~~

~~colleges.~~ employees holding the classification specification of Campus Police Officer I, Campus Police Officer II, and Campus Police Officer III are assigned. Institutional Security Officer I, Institutional Security Officer-II, Institutional Security Officer III and Institutional Security Officer IV are also included for those individual universities or colleges that include the Institutional Security Officer classification specifications within the Public Safety Department. The parties recognize that individual universities or campuses may use an alternative term other than "Public Safety" or "Police Department" to identify its department (e.g., Police Department, Public safety Department, Security Department).

Add the following definition to Article 3 in alphabetical order:

POLICE OFFICER - Pursuant to Appendix O, Section 1, employees holding the classification specification within the Campus Police Officer, Higher Education series shall be referred to as Police Officers.

Renumber all subsequent definitions as appropriate.

3. Article 5 Sec 4.

Amend Art. 5 Sec. 4 as follows:

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

4. Article 6 Section 1.

Amend Art. 6 Sec. 1 as follows:

Each employee who elects not to join or maintain membership in the Union may consent to pay an agency service fee to the Union in an amount that is established by the Union to cover costs associated with collective bargaining and enforcement of the terms of the contract. The Union may require a non-member employee to pay the reasonable costs and fees, including arbitrator fees and related attorney fees, for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member employee's request.

5. Article 7 Sections 2 and 3

Amend Sections 2 and 3 as follows:

Section 2 Union Officials

- A. Except as hereinafter provided, Union business shall be conducted by Union officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances, no more than three (3) grievants shall be granted such leave: requests for all such time off shall be made in advance and shall not be unreasonably denied.

Union officials and representatives shall conduct Union business in a manner, which shall not be disruptive to the College's operations or any employee's work. The Union will furnish the College with a list of the designated Union officials.

The Union acknowledges and affirms the employer's right to expect Union officials to perform the duties for which they are employed. The Union further acknowledges and affirms that union business shall be conducted by Union Officials on off-duty hours, except as otherwise stated in Article 7 of this Agreement.

The Union agrees to work with the Chief Human Resources Officer of each individual College to ensure that the language of Article 7 is enforced and not abused.

The parties' Side Letter Agreement on union business performed by Chief Stewards for Police Officers is attached hereto as Appendix P.

- B. The President of the Local, for the purposes of attending meetings at other schools in the State University or Community College systems, shall be granted release time without loss of wages or benefits nine (9) hours ~~one (1) day~~ per week. Additionally, the Vice President of the Local, for the purposes of attending meetings at other schools in the State University or Community College systems, shall be granted release time without loss of wages or benefits not to exceed nine (9) five (5) days per calendar year. All such leaves of the President and Vice President shall be approved in advance by their respective CEO.

Section 3 Paid Leave of Absence

Leaves of absence without loss of wages, benefits or other privileges may be granted to the Union negotiating committee members for attendance at negotiation sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the CEO.

Leaves of absence without loss of wages, benefits or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the CEO.

Leaves of absence without loss of wages, benefits or other privileges may be granted to Executive Board members for attendance at up to twelve (12) Executive Board meetings per year. Such leave will require the prior approval of the CEO. The number of paid attendees and the duration of the meeting shall not exceed past practice. The Union shall provide the names of the Executive Board members to the Commissioner or the Commissioner's designee on February 3rd of each year and shall provide notice of any changes thereafter.

Leaves of absence without loss of wages, benefits or other privileges may be granted to the President, Vice President, Treasurer-Secretary, Recording Secretary, ~~and~~Parliamentarian and Public Safety Liaison in order to attend one (1) meeting per year. Such leave shall require the prior approval of the CEO. The number of paid attendees is not to exceed six (6) and the duration of the meeting shall not exceed past practice.

6. Article 7 Section 11

Amend Section 11 as follows:

Section 11 Designation of Campus Stewards and Representatives

There shall be a Chief Steward for Unit I and a Chief Steward for Unit II employees who shall represent the unit members in their respective unit. For those Colleges with ~~Campus~~ Police Officers, there shall be a Chief Steward for ~~campus~~police officers at that College under such terms as set forth in the Supplemental Agreement Covering ~~Campus~~ Police Officers attached to this Agreement as Appendix O. Should the office of Chief Steward in any unit or Police Officer group be vacant or if the Chief Steward be absent or have a conflict of interest in the matter before the Chief Steward, the Union shall provide notice to the College who it has designated to act for that Chief Steward in his/her place. In instances of meetings, impact bargaining sessions or hearings, only one campus based Chief Steward shall attend such meeting, session or hearing on behalf of the Union and/or any unit member and the Union shall give notice to the College of which Steward shall attend the meeting, session or hearing. Notwithstanding this limitation, a newly elected Chief Steward may attend up to three (3) meetings, sessions or hearings at their College as an observer for the purposes of steward training. The Union shall provide the College the names of each Unit and Police Officer Chief Steward to the College on February 3rd of each year and shall provide the College notice of any change(s) thereafter.

7. Article 10 Section 1 B 2

Amend Art. 10 Sec 1B 2 as follows:

Section 1 Hours, Workday and Workweek

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

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

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

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

B. When the CEO desires to change the regular work schedule of an employee, the affected employee and the Union Steward shall receive at least fourteen (14) calendar days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the College or involving the health and safety of those persons whose care and/or custody have been entrusted to the College.

1. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.

2. The work schedule of employees shall be available to the Chief Stewards on request.

~~The work schedule, both starting times and quitting times, of employees shall be posted at least fourteen (14) calendar days in advance on a bulletin board at each work location and also made available to employees and Union Stewards.~~

...

8. Article 10 Section 7.

Amend Art. 10 Sec. 7 as follows:

Section 7 Shift Differential

A. Employees of the Commonwealth rendering service on a second or third shift as hereinafter defined in paragraph B below shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour for each hour worked.

9. Article 10 Section 14.

Replace the existing Article 10 Section 14 with the following new Section 14:

Section 14 Inclement Weather and Other Emergencies, Situations or Circumstances

A. General Application

The provisions of this Section 14 are of application at all times of the year during the term of this Agreement (i.e., Academic Semesters, Academic Vacations, and Inter-Sessions) and include openings, closings and cancellations of campus and/or buildings.

1) The parties agree that between October 1st and October 15th of each year, an employee shall receive written notification if they are designated as an essential employee pursuant to this Article. The union shall be provided with the name of each employee who is designated as essential.



B. Adverse Weather Conditions

In the event campuses are temporarily closed to students and employees, or classes are cancelled due to adverse weather conditions, designated essential personnel shall be required to report for work on campus during the duration of the closure unless released earlier.

- 1) Employees who are designated essential and who either report to work on campus in accordance with this Paragraph and/or remain at work at the request of their supervisor shall receive compensatory time (based upon actual number of scheduled hours worked) in addition to their regular compensation. In the event an employee has an accrued compensatory time balance of over 120 hours, the employee shall be paid for the work per the provisions of Section 13. An employee working at a rate greater than straight time shall not be eligible for compensatory time.
- 2) In general, non-essential employees will not need to report to work on campus or work remotely for an adverse weather condition and shall receive regular pay. However, in the event that non-essential employees are required to report to work on campus, they shall receive the same compensation as set forth in subsection B (1), above.

C. Emergency Situations – Non-Weather Related

In the event that on a particular day(s) a circumstance arises that requires the campus, a campus building or portion thereof to be closed or have limited or restricted access due to unforeseeable health, safety or other emergency situations, including conditions of extreme cold, heat or humidity as defined by applicable law or regulation.

- 1) Non-essential employees at the affected work area may be: a) dismissed with pay for the balance of the shift; b) in the CEO's discretion based on the circumstances, may be instructed, if on a pre-approved telework plan, to work remotely if able to do so; c) or assigned to work at an alternative location on campus and shall be compensated at their regular rate of compensation in each circumstance. Any non-essential employee required or requested to remain in the affected work area shall receive compensatory time as set forth in B (1), above. An employee working at a rate greater than straight time shall not be eligible for compensatory time.
- 2) Employees designated essential who are affected by the emergency limitation or restriction but who remain at work, possibly in an alternative location, shall receive regular compensation. Employees designated essential who are affected by a campus wide emergency limitation and remain at the affected work location, when non-essential employees are sent home with pay, shall receive compensation as set forth in B (1). An employee working at a rate greater than straight time shall not be eligible for compensatory time.
- 3) Essential and non-essential employees who are not affected by the emergency will remain in their normal work location and shall not receive any additional benefits or pay for doing so.

D. Extraordinary Circumstances



- 1) In the event of an extraordinary circumstance such as a pandemic or other public health or safety issue, which impedes normal operations, the parties agree to meet within fifteen (15) workdays of the commencement of the event.
- 2) Reasonable efforts will be made to compensate employees at their normal and regular rate of pay in an effort to avoid or delay layoffs.
- 3) At the discretion of the CEO, employees on a pre-approved telework program may be directed to work remotely. Consideration shall be given to permit those employees, who are not on a pre-approved telework program, but who are capable of working remotely, as determined by the CEO, to do so. Employees working remotely shall receive their regular compensation.
- 4) Reasonable efforts will be made to permit employees, such as police officers, plant operators, maintainers, dining staff (Westfield only), etc. to perform work in their usual or alternative position and be compensated at their regular rate of pay. Should an employee be requested to perform duties of a higher classification they shall be paid at the higher pay grade.
- 5) The CEO's directly or through their designees may, in their discretion, offer or provide any other form of additional benefit as the result of an extraordinary circumstance. Any such benefit shall be impact bargained where appropriate or required.

E. Other Situations

For any non-emergency campus or building situation for which the employee has advanced notice, the employee shall report to work and may be directed to a temporary alternative location, including a remote one, for the duration of the closure. There shall be no compensatory time or other benefit provided for working in an alternative location under such circumstances.

- 1) Should an employee desire to choose not to work at the temporary alternative location, they may request time off in the manner prescribed in this agreement and if granted, shall be required to utilize accrued leave to cover their time out of the workplace.

F. An employee who is not scheduled to work a shift or who is not at work due to the authorized use of any leave (including but not limited to bereavement, personal, sick or vacation) shall receive no additional compensation as a result of any situation addressed above which occurs during such shift or period of leave.

G. All decisions regarding this Section 14 shall fall within the sole discretion of the CEO. In exercising said sole discretion, the CEO shall give consideration to declarations made by the Governor of the Commonwealth.

Section 14 Inclement Weather and Other Closings

A. General Application

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

B. Adverse Weather Conditions

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

C. Other Closings

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

D. Compensation

Employees who are designated essential and who either report to work in accordance with Paragraph B above or remain at work in accordance with Paragraph C above shall receive compensatory time (based upon actual number of hours worked) in addition to the daily pay to which they would otherwise be entitled. Non-essential personnel who are requested to remain at work and do so, pursuant to this section 14 shall receive compensatory time as set forth in this subsection D. In the event an employee has an accrued compensatory time balance over 120 hours, the employee shall be paid for the work per the provisions of Section 13. An employee working at a rate greater than straight time shall not be eligible for compensatory time.

E. An employee who is not scheduled to work a shift or who is not at work due to the authorized use of any leave (including but not limited to bereavement, personal, sick or vacation) shall receive no additional compensation as a result of any adverse weather or other closing which occurs during such shift or period of leave.

F. Between October 15th and October 15th of each year, an employee shall receive written notification if he/she is designated as an essential employee. The Union shall be provided with the name of each employee who is designated as essential.

G. All decisions regarding this Section 14 shall fall within the sole discretion of the CEO. In exercising said sole discretion, the CEO shall give consideration to declarations made by the Governor of the Commonwealth.

H. Between August 1st and October 15th of each year, the campus-level Labor/Management Committee shall meet to discuss the implementation of this Section 14.

10. Article 11 Section 6.

Replace the existing Section 6 with the following new Section 6:

Section 6 Military Leave



A. An employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Section 59 of C. 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.

B. An employee of the commonwealth in the service of the armed forces of the commonwealth or a reserve component of the armed forces of the United States shall be entitled to receive pay without loss of ordinary remuneration as a public employee during service in the uniformed services, annual training under section 60 or drills and parades under section 61, not exceeding 40 days in any federal fiscal year (October 1 to September 30), and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

C. An employee of the commonwealth in the service of the armed forces of the commonwealth under sections 38 (special duty), 40 (invasion/insurrection) or 41 (Civil authority) shall be entitled to receive pay without loss of ordinary remuneration as a public employee and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime during the first 30 consecutive days of any mission. Thereafter, any such ordinary remuneration shall be reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and there shall be no loss of any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

D. An employee of the commonwealth in the armed forces of the commonwealth performing duty under Titles 10 or 32 of the United States Code shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period, and shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

E. An employee of the commonwealth in a reserve component of the armed forces of the United States who is ordered to service for more than 30 consecutive days shall be paid the regular base salary as a public employee for each pay period of such military leave of absence, reduced by any amount received either from the United States or the commonwealth as base pay for military service performed during the same pay period. No such employee shall lose any seniority or accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

F. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

Section 6 Military Leave

- ~~A. An employee shall be entitled, during the time of his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C. 33 of the General Laws, to receive pay therefor, without loss of his/her ordinary remuneration as an employee.~~
- ~~B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen (17) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of C. 33, General Laws as amended.~~
- ~~C. An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.~~
- ~~D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.~~

11. Article 11 Sections 11 et seq.

Amend the Agreement by adding a new Article 11 Section 11 as follows:

Section 11 Paid Family and Medical Leave

- A. Massachusetts's Paid Family and Medical Leave Act ("PFMLA"), codified as Mass. G.L. c. 175M, provides eligible bargaining unit members with paid family and medical leave. This leave is funded through mandatory payroll contributions at a rate that is assessed annually by the Department of Family and Medical Leave, which shall set the rate as a percentage of an employee's annual wages. The Department attributes a portion of the mandatory payroll contribution separately to medical leave and to family leave. Effective the first day of this Agreement, Bargaining Unit members shall pay the statutorily prescribed maximum employee contribution rates, as amended annually, of the medical leave and family leave portions of the PFMLA from their eligible wages (currently 40% of the medical leave contribution rate and 100% of the family medical leave contribution rate).
- B. As of January 1, 2021, eligible bargaining unit members shall be entitled to take leave in accordance with Mass. G.L. c. 175M, as may be amended, and the applicable regulations promulgated thereunder.
- C. Leave taken under M.G.L. c. 175M shall run concurrently with leave taken under other applicable state and federal leave laws, including the Commonwealth's Parental Leave Act

(M.G.L. c. 149, § 105D) and the Family and Medical Leave Act of 1993 (29 U.S.C. 2601 et seq.), as amended.

Renumber all subsequent Sections in Article 11.

Article 11 Section 11 (now 12)

Amend the current Section 11 (to be renumbered Section 12 per the above) as follows:

Section 11 12 The Paid Family Medical Leave Act, Family and Medical Leave Act and The Small Necessities Leave Act

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

12. Article 13 Section 7

Amend Section 7 as follows:

Section 7

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

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

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

Effective July 1, 2019, no employee shall carry vacation leave credit of more than 375 hours (50 days) for unit members in Unit I and 400 hours (50 days) for unit members in Unit II.

Notwithstanding the above, current unit members as of the date of the parties' Memorandum of Agreement for this collective bargaining agreement with accrued vacation leave amounts above the fifty (50) day limit shall have until ~~June 30, 2020~~ the last payroll period of June 2022 to lower their accrued vacation leave amounts equal to or below the fifty (50) day limit. The process by which this change in vacation leave maximum balances and accrual is effectuated shall be as follows:

At the end of the last payroll ~~in June 2020~~ of June 2022, any employee who is carrying vacation leave credits of more than 375 hours (50 days) or 400 hours (50 days) shall have any such accrued vacation leave credits converted to sick leave. After ~~June 30, 2020~~ the last payroll period of June 2022, accrued vacation leave credits in excess of 375 hours or 400 hours depending on unit membership shall not be converted to sick leave and any accrued vacation leave credits above 375 hours or 400 hours shall be forfeited at the end of the last payroll period in December of each year thereafter. Employees whose services are terminated for any reason during a given year shall be subject to the provisions of Section 11 below.

13. Article 14 Section 1

Amend Section 1 as set forth below:

Section 1

The following days shall be holidays for employees:

New Year's Day

Martin Luther King Day

Presidents' Day

Patriots Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

14. Article 14. Section 4.

Amend Art 14 Sec. 4 as follows:

Section 4

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

15. Article 17 Section 1 -Salary Increases

Replace the existing Art. 17 Section 1 Salary Increases with the following new Section 1:

Section 1 Salary Increases

A. General Salary Increases



1. Effective the first full pay period in July 2020 the salary rate of eligible employees shall be increased by **two and on half percent (2.5%)**. Eligible employees shall be those who were then employed at the time of the first pay period of July 2020 and who remained employed as of the date of the execution of the parties' Agreement as well as employees who were employed on July 1, 2020 but who retired or died prior to July 1, 2021.
2. Effective the first full pay period of July 2021, the salary rate of employees who are employed on July 1, 2021 shall be increased **by two percent (2.0%)**.
3. For the purposes of providing employees with a one-time COVID-19 Adjustment bonus, effective the second full pay period of July 2021, every employee who was employed at the time of the first pay period of July 2020 and who remained employed as of the date of the date of the execution of this Agreement will receive a one-time Covid Recognition bonus in an amount equal to **one- and one-half percent (1.5%)** of their base salary.
4. Effective the first full pay period of July 2022, the salary rate of employees who are then employed shall be increased **by two (2.0%) percent**.
5. The Union acknowledges that the one-half percent (0.5%) increase already included in Section 1 B 1 above fully satisfies any and all obligations that the BHE has, or may have to it or its unit members pertaining to the Massachusetts Paid Family Medical Leave (PFML) contributions. Specifically, the Union hereby relinquishes all claims, grievances and charges including, but not limited to, the unfair labor practice charge filed on November 25, 2019, Docket No: and the resulting Complaint of Prohibited Practice, whether pending or to be brought, regarding the BHE's obligation to bargain over the amount of PFML contributions paid by unit members, and regarding any entitlement to compensation or reimbursement for PFML contributions paid since October,2019 or to be paid by its unit members at the maximum allowable contribution rate determined by the Department of Paid Family and Medical Leave.

The parties shall enter into a separate settlement agreement acknowledging that the payment of the one-half (0.5%) percent increase included in Section 1 A 1 above in exchange for the Union's waiver of its right to assert and relinquish any and all claims regarding the BHE's obligation with respect to the amount of PFML contributions to be paid by unit members.

6. Applicable salary charts reflecting the salary increases are attached hereto as Appendices C-1 though C-(x).

Section I Salary Increases

A. General Salary Increases

- I. ~~The terms, "state tax revenues," "budgeted revenues" and "budgetary funds" shall have the same meanings assigned to those terms in M.G.L., Ch. 29, sec. I.~~

~~2. For the purposes of this section, "tax revenues" shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.~~

~~B. Effective the first full pay period in July 2017 the salary rate of employees shall be increased by **one percent (1.0%)**.~~

~~A. If fiscal year 2018 tax revenues, as defined in Paragraph A 2 above, equal or exceed \$27.072 billion, then, effective the first pay period in July 2017, employees may receive an additional increase of one percent (1%) in salary rate.~~

~~C. Effective the first full pay period of July 2018, the salary rate of employees shall be increased by **two (2.0 %) percent**.~~

~~D. Effective the first full pay period of July 2019, the salary rate of employees shall be increased by **two (2.0%) percent**.~~

~~Applicable salary charts reflecting the salary increases are attached hereto as Appendices C-1 through C-6.~~

16. Article 17 Section 2.

Amend Section 2 as follows:

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

The salary rate for an employee hired, reinstated, or re-employed on or after July 1, 2009 shall be Step I for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate. Such salary rate shall be paid in accordance with the salary schedules provided in Appendices C-1 through C-6 of this Agreement. The College and the Union shall meet to determine the appropriate hiring rate for each such position as well as to discuss the impact, including possible salary adjustments, to current employees in the same classification who are being paid at a lower rate than the agreed upon hiring rate.

17. Article 19 Section 1.

Amend Section 1 as follows:

Section 1 Posting of Vacancies

A. All vacancies in positions subject to this Agreement, when available to be ~~fixed~~ filled as determined by the Employer, shall be posted for not less than ten (10) calendar days. A College or University may, in its sole discretion, post a vacancy internal to its bargaining unit members at that College or University for a period of not less than seven (7) calendar days.

...

18. Article 19 Section 3.

Amend Art. 19 Sec. 3 as follows:

Section 3 Criteria

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

19. Article 23 Section 1.

Amend Art. 26 Sec. 1 as follows:

Section 1 Class Specifications

- A. The State University, College or Community College shall provide the Union with a copy of the class specification of each title covered by this Agreement for which such a specification exists.
- B. Each employee in the bargaining unit shall be permitted by the State University, College or Community College to have access to examine his or her class specification.
- C. The parties to this Agreement acknowledge that the classification structure and the accompanying job specifications have been created by the Commonwealth through its Human Resources Division for the purpose of describing the duties and responsibilities of each job title.
- D. Job Specification Review Committee.
 - 1. The parties to this Agreement acknowledge the need to periodically review existing bargaining unit job specifications in an effort to cause those job specifications to more accurately reflect the duties and responsibilities performed by incumbents of those titles.
 - 2. The parties agree to develop, within six (6) months of the ratification of this Agreement by the union's members, procedures and guidelines for such a periodic review process and to seek



approval of the Human Resources Division for any agreed upon adjustments to the job specifications. Accordingly, the parties agree to continue the Job Specification Review Committee to review bargaining unit job specifications and job titles and to seek to appropriately adjust them as the Committee may deem necessary.

~~E. The Committee shall develop guidelines and procedures for such a review process.~~

~~F. Said Committee shall consist of four (4) members representing the Union and four (4) members representing State University, College or Community College and one (1) member representing the Board of Higher Education and shall meet until all job specifications and/or job titles either party believes in need of adjustment have been addressed.~~

~~G. The committee mutually agrees to meet as often as necessary to complete said review process.~~

20. Article 23 Section 2.

Amend Art 23 Sec. 2 as follows:

Section 2 Individual Appeal of Classification

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

1. An employee who seeks a reclassification of that position may request an audit of the position on the form attached hereto (Appendix E). At the time the employee submits the form (Appendix E), the employee shall also submit a fully completed Reclassification Interview packet.
2. The employee shall file said form with the Chief Human Resources Officer and shall forward a copy of same to the Union.
3. The Chief Human Resources Officer or designee shall conduct a job audit within ninety (90) working days of receipt of the request.
4. Within ten (10) working days of completion of the job audit, the Chief Human Resources Officer or designee shall hold a meeting. Nothing shall preclude the appointment of a committee to serve as the designee of the Chief Human Resources Officer where it is currently the practice to do so. In the case of a request for an individual reclassification, the meeting officer shall not be in the supervisory chain of the employee seeking the reclassification. The Union may participate in the meeting if the employee so requests.
5. The Chief Human Resources Officer shall make a final determination within thirty (30) working days of the meeting.
6. The decision of the Chief Human Resources Officer may be appealed within ten (10) working days to the CEO or designee who shall issue a decision within thirty (30) working days of receipt of the appeal.
7. When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available such reclassification shall be effective on the date of the appeal to the Chief Human Resources Officer.
8. When a request for reclassification is denied, the individual may submit within fifteen



(15) working days after the CEO's decision, a written and electronic appeal to the Commissioner's ~~or his/her~~ designee, a copy of which shall be sent to the CEO and the Chief Human Resources Officer of the College. Within ten (10) working days after submitting this request for review the individual must submit all of his/her reclassification package to the ~~Coordinator of Higher Education, 8 Beacon Street, Boston, MA 02108~~ Union's designee who will then forward a copy of the package to the ~~Board's Director of Employee and Labor Relations~~ Commissioner's designee.

The Commissioner's designee shall refer all reclassification appeals to the Board of Higher Education Reclassification Review Committee (hereinafter The Reclassification Committee). The Reclassification Committee shall be comprised of five (5) members as follows: one member, who shall be the Chairperson of the Committee, shall be from the staff of the Board of Higher Education and shall be appointed by the Commissioner; one member shall be an excluded administrator from the Community Colleges who shall be appointed by the Commissioner; one member shall be an excluded administrator from the State Universities who shall be appointed by the Commissioner; one member shall be from the staff of AFSCME who shall be appointed by the Union; and, one member shall be a Union official who shall be appointed by the Union. Members of the Reclassification Committee shall not have fixed terms and shall serve at the pleasure of the Commissioner or the Union, respectively. No member of the Reclassification Committee, whether an employer representative or union representative from a College, shall hear a reclassification appeal from their own school.

The Reclassification Committee shall be convened by the Chairperson and shall schedule meetings to be held in January, April, August and November of each year. The Committee shall only meet on any or all of those dates when an appeal (s) is pending. ~~meet every other month, unless the members of the Reclassification Committee mutually agree to meet more frequently.~~

The Chairperson of the Reclassification Committee shall acknowledge receipt of all reclassification appeals filed with the Commissioner's designee and shall notify the ~~CEO~~ Chief Human Resources Officer of the College that an appeal has been filed. ~~Upon such notification, the CEO of the College shall forward a complete copy of the reclassification record to the Commissioner.~~ A notice of the date, time and location upon which the appeal will be heard by the Reclassification Review Committee shall be sent in writing to the appellant or his/her representative and to the College at least twenty-one (21) days prior to the scheduled date of such hearing. In order to reduce duplication, prior to the submission of the reclassification record to the Committee, the Chief Human Resources Officer or his/her designee, the Union and the appealing employee shall confer and compile all documents that both parties wish to include as part of the record to be submitted to the Reclassification Review Committee. Prior to, and in any event, no later than the start of the hearing, the Chief Human Resources Officer or his/her designee shall submit a complete copy of the reclassification record to the Committee.

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

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

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

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

21. Article 25 Section 5.

Amend Art. 25 Sec. 5 as follows:

Section 5

The parties agree that should a unit member feel adversely affected threatened by the content of a mandatory training course or seminar, the unit member may bring their concerns to the Chief Human Resources Officer or their designee for review. The Chief Human Resources Officer or his/her designee shall work with the unit member to determine if a reasonable accommodation under the Americans with Disabilities Act (ADA) if applicable or if appropriate alternate training in the discretion of the College is available. course content of such program shall be reviewed by the CEO and subsequent to such review the CEO will discuss his/her findings with the Chief Steward for the unit.

22. Art 26 Section 3.

Amend Art. 26 Sec. 3 as follows:

Section 3

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

23. Article 26 Section 4.



Re-number all paragraphs after the current Paragraph #12 as there is currently no Paragraph #13.

24. Article 28 Section 1 C.

Amend Art. 28 Sec 1 C as follows:

Section 1

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

...

25. Article 29 Section 3.

Amend Section 3 as follows:

Section 3 Procedures for the Filing of a Grievance.

A. Initial Filing:

A grievant shall institute the grievance procedure of this Article by filing with his/her CHRO or CHRO's Designee during the term of this Agreement a written notice that a grievance exists. Such notice must be filed on the grievance form attached as Appendix

H. No such notice may be filed more than fifteen (15) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based.

B. Step I: Department Head (remand only)

If a grievance is remanded to Step I of the grievance procedure by the CHRO, then, within five (5) days after receipt of the grievance form by the Department Head, said Department Head shall meet with the grievant and attempt to resolve the grievance.

If, after such meeting, the grievant and Department Head fail to agree upon a resolution of the grievance, the Department Head shall render a written decision within ten (10) days of the said meeting and send a copy of it to the CHRO and the appropriate Unit or Police Chief Steward.

C. Step II: Chief Human Resources Officer (CHRO)



Within ten (10) days after the expiration of the final time period provided for in Step I, a grievant may elect to proceed to Step II of the grievance procedure. However, in cases of terminations or suspensions of five (5) or more days, a grievant shall proceed immediately to Step III of the grievance procedure.

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

If the grievance is not resolved as a result of such meeting, then within ten (10) days of said meeting the CHRO or CHRO's Designee shall respond in writing. Said response shall include whether the grievance alleges that a specific provision of the Agreement has been breached, whether the grievance has been filed in a timely manner; and, whether the Agreement has been breached in application to the grievant.

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

If the grievant elects to proceed to this Step, then within ten (10) days of receipt of the Step II decision, he/she shall send a notice of his/her appeal to the CEO with a copy to the CHRO. The CEO shall meet or arrange to meet within (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall render a written decision within ten (10) days of the date of the meeting. Although new violations may be identified at this level, no further issues or contract violations may be added subsequent to the close of the hearing at Step III. Notwithstanding anything herein to the contrary, cases involving terminations and suspensions of five (5) or more days shall be heard at Step III in the first instance without need to proceed to a Step I or Step II hearing.

E. Step IV. Mediation

If the Union seeks to mediate a particular grievance, then within fifteen (15) days of receipt of the Step III grievance decision, the President or designated representative from AFSCME Council 93 shall send notice of the Union's request to proceed to mediation to the Commissioner or his/her designee, a copy of which shall be sent to the CHRO of the College. Within thirty (30) calendar days of the receipt of the Union's request for mediation to the Commissioner and CHRO, the Commissioner and/or the CEO of the institution shall give written notice to the Union on whether they, in their discretion, agree to mediate the grievance on one of the scheduled mediation sessions.

The parties agree to meet for the purpose of mediating grievances on a mutually agreeable schedule and not less than eight (8) times per year. The parties agree to maintain a list of mutually agreed upon mediators which may include mediators from the Department of Labor Relations. The parties agree to review the list of mediators annually, or more often, if requested by either party, and adjust the list as mutually agreed upon. All fees and expenses of the mediator shall be divided equally between the Union and the appropriate institution (or by the Board if the grievance is a system wide grievance). Except by the mutual agreement of the parties, the mediator cannot serve as the arbitrator of that grievance if the matter proceeds to Step V.

As a general guideline, the parties will typically schedule three grievances per mediation session. By mutual agreement, the parties may address more or fewer grievances. Not less than thirty (30) calendar days before a scheduled mediation, the parties shall mutually agree on the specific grievances to be mediated at a scheduled mediation. Both parties shall ensure that their mediation representatives have the authority to enter into a settlement.

All statements made by the parties at the mediation shall be confidential and for settlement purposes only and shall not be admissible at any subsequent arbitration under this Article or in any other proceeding. The mediator shall not testify about the mediation in any arbitration conducted under this Article or in any other proceeding. The mediator shall not have the power to impose a settlement on the parties.

F. Step V. Arbitration

In the event the Union does not seek to mediate a grievance at Step IV, the Union, within forty-five (45) calendar days of the Step III decision of a grievance, shall have the exclusive right to initiate arbitration of the grievance in accordance with Step V herein.

In the event the Union seeks mediation under Step IV and the Commissioner or CEO give written or electronic notice to the Union's President or AFSCME Council 93 designee of their refusal to mediate a grievance, the Union, within forty-five (45) days of its President's or AFSCME Council 93 designee's receipt of the written or electronic notice of the Commissioner, shall have the exclusive right to initiate arbitration of the grievance in accordance with Step V herein. Should the Commissioner or CEO fail to respond to the Union's request for mediation as provided in Step IV, the Union shall, within fifty (50) days of the Union's request for mediation, have the exclusive right to initiate arbitration of the grievance in accordance with Step V.

In the event the parties utilize Step IV mediation and are unable to resolve a grievance at the Step IV mediation, the Union, within forty-five (45) days after the conclusion of the mediation, shall have the exclusive right to initiate arbitration of the grievance in accordance with Step V herein.

1. If multiple members have filed non-selection grievances for the same position, the Union agrees to forward only one (1) grievance to arbitration. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the Board and/or institution in accordance with the applicable provisions of state law.

2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all required steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the Commissioner's designee and CHRO of the applicable institution that it intends to submit a grievance to arbitration. In any demand for arbitration filed by the Union, the Union shall attach a copy of the grievance in dispute to the demand for arbitration.

3. The Union and the Employer and/or College shall select an arbitrator pursuant to normal American Arbitration Association procedures. Notwithstanding the above, the State University System agrees to utilize The Labor Relations Connection for the purpose of selecting an arbitrator. In all such proceedings, the arbitrators selected shall follow normal American Arbitration Association procedures. The Community Colleges may utilize The



Labor Relations Connection for an individual case(s) upon the request of the Union and subsequent agreement by the respective Community College. Notwithstanding anything to the contrary herein, the Union and a particular State University or Community College may agree to utilize for an individual case(s) an arbitrator from the Department of Labor Relations.

4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least twenty (20) days' notice to the parties prior to the scheduled hearing date.
5. The Union, Employer and/or College shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.
6. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:
 - a. Whether the Union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
 - b. Whether the complaint alleges an express breach of the Agreement;
 - c. Whether the arbitrator has jurisdiction to arbitrate; and,
 - d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding. Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend or extend, or revise any term or condition hereof.
The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.
7. In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the appropriate institution (or by the Board if a system wide grievance).

26. Article 29 Section 4

Amend Article 29 Section 4 as follows:

Section 4 System-wide Grievance

- A. Whenever either the CEO of an institution or the Union is of the opinion that the resolution of a grievance involves an interpretation of the terms of this Agreement and is of system wide applicability, either party may petition the Commissioner, through his/her designee, to treat such grievance as a system wide grievance.
- B. To initiate such proceedings, the Union or the CEO shall, within seven (7) calendar days of the expiration of the final time period provided for in Step II, file the grievance electronically and

in writing with the Commissioner's designee specifying therein the reasons why the grievance should be treated as a system wide grievance.

- C. The Commissioner, acting through his/her designee, shall, within thirty (30) calendar days of the filing of such grievance with the Commissioner's designee, determine whether or not the grievance shall be treated as a system wide grievance.
- D. If the Commissioner, acting through his/her designee, accepts the grievance as a system wide grievance, a hearing shall be held on a mutually agreeable date and within thirty (30) days of the completion of such hearing, the Commissioner, acting through his/her designee, shall render a written decision on the grievance.
- E. Notwithstanding any other provision in this Agreement, within ten (10) days of the receipt of the Commissioner's designee's decision, mediation ~~may~~ shall be requested by the Union in accordance with the provisions of Step IV of this Article. ~~Notwithstanding any other provision in this Agreement, in the event the Union does not seek mediation at Step IV or the Commissioner's designee declines to mediate the grievance or the parties mediate the grievance and are unable to resolve it, the Union shall, within~~ forty five (45) days of the Commissioner's designee's decision, or the Commissioner's notice that he/she will not mediate the grievance or the completion of the parties mediation, If the parties, at mediation, are unable to resolve the grievance, the Union shall have the exclusive right to initiate arbitration of the grievance in accordance with the provisions of Step V of this Article.
- F. If the Commissioner, acting through his/her designee, declines to accept the grievance as a system wide grievance, the Union or grievant may, within seven (7) days following receipt of the Commissioner's designee's decision, file the grievance at Step III of this Article at the institution where such grievance is alleged to have occurred.

27. Article 30 Section 5

Amend Art 30 Sec. 5 as follows:

Section 5

Upon written request of the employee, any negative material less than a suspension shall be removed from an employee's personnel record or file after two (2) years.

Upon written request of the employee, any negative material of suspension or greater shall be removed from an employee's personnel record or file after six (6) years.

The provisions of this Section 5 shall not apply to employees employed as Police Officers.

...

28. Article 31 Section 2

Amend Article 31 Section 2 as follows:

Section 2

With the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and again at the completion of the first six (6) months of probationary service, a performance evaluation of an employee shall be made annually by the supervisor during the period commencing on February 1st of each year and ending on April 30th of each year and the supervisors shall submit all completed evaluations to the Chief Human Resources Officer by June 1st of each year. ~~within thirty (30) days prior or subsequent to the anniversary date of initial hire or appointment to present position.~~

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

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

29. Article 33 Section 2

Amend Section 2 as follows:

Section 2 Campus Level

There shall be established a Committee at the campus level to be known as the Labor/Management Committee. Such Committee shall be comprised of eight (8) ~~six (6)~~ members; four (4) ~~three (3)~~ representing the campus administration and four (4) ~~three (3)~~ representing the local Union. Such representatives shall be appointed respectively by the CEO and the local Union. In addition, the CEO shall designate the chairperson for the local campus administration and the local Union shall designate the chairperson for the Union. The purpose of said Committee shall be to discuss matters of mutual concern to the campus and local Union.

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

30. Article 38 Duration.

Amend Art. 38 as follows:

This Agreement shall be for the three (3) year period from July 1, ~~2017~~ 2020 to June 30, ~~2020~~ 2023 and terms contained herein shall become effective on July 1, ~~2017~~ 2021 unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, ~~2020~~ 2023.

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

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

WHEREFORE, cognizant of the covenants entered into on this ___ day of _____, 2021, the Board of Higher Education and the American Federation of State, County and Municipal Employees, AFL-CIO hereby set their signs and seals hereunder.



31. Miscellaneous Housekeeping Changes, Edits and Corrections

- A. Remove letter agreement (10/18/18 MOA) on pp 41-42 of 2017-2020 CBA regarding backlogged Step IV hearings.
- B. Correct typographical errors contained in the 2017-2020 CBA as follows:
 - 1. Page 22, Art. 10 Section 12 -Replace the words "Article 32" with "Article 33."
 - 2. Page 55, Art. 20 Section 6-Replace "(aill" with "all."
 - 3. Page 72, Art. 26 Section 5 A-Replace "Article 32" with "Article 33."
 - 4. Change references to "his/her" with "their"
 - 5. Page 58, Art. 22 Section 2A-Replace "110" with "10."

8. Appendices

1. Amend Appendix A.

Add asterisks at end to lines starting "4th" and "5th."

2. Appendix J.

Amend Appendix J's DEFINITIONS Section as follows:

Public Safety Personnel-All unit members who are police officers or Institutional Security Officers assigned to Police Departments at the Community Colleges and State Universities.

3. Appendix L

Amend Appendix L as follows:

...

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

...

4. Incorporate the Side Letter Agreement dated October 18, 2018 on CPO Stewards as an Appendix.

Label CPO Stewards Side Letter Agreement dated October 18, 2018 as Appendix P.

5. Incorporate Westfield State University Dining Services MOA into Agreement as Appendix

Place the Westfield State University Dining Services MOA at the end of the CBA as Appendix Q.

6. Appendix Q Section 11 H, Westfield Dining Services MOA.

Amend Appendix Q Section 11 Paragraph H as follows:

H. Assignments of staff for the positions in paragraph C of this section shall be done as follows according to Dining Services seniority:

Position Classification



Seniority Date (within classification)

Ability to do the specific job

Rotating use of the Last four digits of Social Security number (Highest to Lowest)

7. **Appendix O.**

Amend Appendix O as follows and revise the Section numbering accordingly:

SECTION 1-DEFINITIONS

“Police Officer” as used herein shall mean a unit member who is employed by a Community College or State University pursuant to the statutory powers conferred on State Universities and Community Colleges by Massachusetts General Laws Chapter 73 Section 18 and/or Chapter 15A Section 22 and who holds a bargaining unit position with the classification title of Campus Police Officer I, II or III. The term “Police Officer” shall also include unit members employed by a Community College or State University and who are warranted as Special State Police Officers under Massachusetts General Laws Chapter 22C, Section 63.

SECTION 2- CONDITIONS OF EMPLOYMENT

As a condition of employment and/or continued employment as a police officer, an employee shall complete and successfully pass any and all training programs or certifications as required or determined by the Municipal Police Training Committee and/or Massachusetts Peace Officers Standards and Training Commission or any successor agency or entity and must obtain and maintain their certification issued by the Massachusetts Peace Officer Standards and Training Commission or any successor agency or entity. Any employee who loses, has suspended or cannot obtain the required certification shall not be employed in any capacity that is precluded by law.

SECTION 3-JOB RELATED TRAINING

- A. Employees hired or promoted into Police Officer positions which require the successful completion of a job-related training program or certification program, and who have entered such training or certification program prior to the end of his/her probationary/trial period as established in Article 19, Section 4, or Article 27, Section 1, shall be covered by the following provisions:
1. The probationary/trial period, as established in Article 19, Section 4, or Article 27, Section 1, shall continue until the successful completion of the designated training program or certification program and six (6) months of continuous employment after completion of the designated training or certification program.



2. For employees who fail to successfully complete the designated training or certification program, the CEO shall have five (5) working days to make a determination regarding the employee's status in accordance with Article 19 or Article 27.
- B. Prior to a change in the type of training required or where a College is instituting a required program, the CEO or designee shall notify the appropriate union official.
- C. Individuals hired or promoted into public safety positions shall be notified, prior to his/her date of hire/promotion, of the type of training required. For Police Officer positions, the position posting for the vacant position shall indicate the type of training required by the College and/or Commonwealth and the possible consequence of the failure to complete such training.

SECTION 4-EMPLOYEE OBLIGATION AFTER TRAINING

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

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

- A. For a training or certification program of eight (8) weeks duration or less there is no obligation for continued service to the College.
- B. For a training or certification program of greater than eight (8) weeks duration but of less time than the training program for Municipal Police Officers conducted by the Massachusetts Peace Officer Standards and Training Commission and/or Municipal Police Training Committee or equivalent sponsoring agency, an obligation of \$8,000 or twenty-four (24) months of service to the College from the date of graduation from such training is required.
- C. For a training program equivalent to that required for a Municipal Police Officer and conducted by the Massachusetts Peace Officer Standards and Training Commission and/or the Municipal Police Training Committee or equivalent sponsoring agency, an obligation of \$10,000 or thirty-five (35) months of service to the College from the date of graduation from such training is required. Those unit members completing between thirty-six (36) and forty-two (42) months of service shall have an obligation of \$8,000.00.

SECTION 5-ANNUAL TRAINING

- A. All training or recertification programs required by state law shall be provided at the full expense of the College. When the employee is required to attend training at a time at which he/she is not

otherwise scheduled to work, said employee shall be compensated at the rate of time and one-half his/her regular rate of pay for such training.

- B. The employer agrees to make available materials that will permit employees to keep abreast of changes in laws and procedures.
- C. Every police officer who is EMT certified will receive a yearly stipend. Effective July 1, 2022, the stipend shall be increased to nine hundred dollars (\$900.00). This stipend will be payable by the last payroll period in December subsequent to presentation of a valid certificate.

SECTION 6-CLOTHING/EQUIPMENT ALLOWANCE

Each College shall be responsible for furnishing all required clothing and/or equipment necessary for employment at the campus; or such College shall establish a clothing and equipment allowance for each uniformed public safety employee. Effective July 1, 2022, the allowance shall be nine hundred and fifty (\$950.00). Such allowance shall be per person and shall be for the purpose of purchasing clothing and equipment required by the campus. In those instances where a College opts to provide a uniform allowance to uniformed police officers, the uniform and/or equipment purchases shall be limited to those items specified by the College in its discretion. Police Officers assigned to plain clothes or duty, including detective duty, may utilize their clothing allowance to purchase non uniform civilian business attire in addition to any required uniforms and/or equipment. The provisions of this section shall not apply to the purchase of handguns. A uniformed police officer shall receive a pro-rated uniform allowance in their first year of service. Uniformed public safety employees who have given notice of their resignation to the College may not expend or use the remaining balance, if any, of their uniform allowance during the duration of their remaining employment with the College.

The parties agree that upon termination of a police officer's employment, the employee shall return all uniforms and equipment provided to the employee by the CEO with the exception of ballistic vests. The employee may retain any equipment purchased by the employee with the monies from the employee's clothing and equipment allowance.

B. The College shall provide to each police officer a personal safety (ballistic) vest consisting of a Kevlar or other insert and an appropriate number of body carriers in a style established and/or approved by the College. Additional carriers for such vest shall be purchased by police officers in the same manner as clothing and equipment. The Union recognizes that it may be necessary to phase in the initial purchase of vests over the term of the Agreement. The College will be cognizant of the manufacturer's recommended replacement date when deciding to make additional purchases. Police officers who are provided a personal safety (ballistic) vest shall sign a statement indicating that the wearing of any vest so provided is a term and condition of employment.

SECTION 7-SPECIAL STATE POLICE

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

...



SECTION 9-IMMUNIZATION

The cost of immunization of police officers against Hepatitis B or other immunizations required by the College or state law, order or regulation shall be borne by the College. The CEO or his/her designee shall make arrangements for such immunizations upon the written request of the individual. Such request shall include a stipulation that the College shall not be held responsible for adverse medical effects resulting from the immunization.

SECTION 10-OFF DUTY INJURIES

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

SECTION 11-COURT APPEARANCES

Any police officer who, while off-duty, is required by the College to appear as a witness for the Commonwealth in a criminal case in Superior, District or Juvenile Court, show cause or probable cause hearings, citation hearings and civil cases arising out of such criminal cases and College Judicial hearings, including student disciplinary hearings, shall be paid a rate of time and one-half of their regular rate of pay. The unit members shall be paid a minimum of four (4) hours of pay at that rate.

...

SECTION 14-COMMUNICATIONS

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

...

SECTION 16-FIREARMS PROFICIENCY

The College shall provide all ammunition to unit members for any required firearms training or certifications. As a condition of employment as a police officer, police officers shall complete and successfully pass any and all required firearms proficiency and/or firearms training or certifications as required or determined by the Massachusetts Peace Officers Standards and Training Commission and/or the Municipal Police Training Committee or any successor agency or entity.

...

SECTION 18-DESIGNATION OF POLICE CHIEF STEWARDS FOR CPO'S

The Union shall designate a Chief Steward for police officers at each College with campus police officers. The duties of the Chief Steward for police officers shall be limited to contractual matters or grievances involving police officers at their College. Notwithstanding the above, any four (4) of the Chief Stewards for police officers system-wide (two from State Universities and two from Community Colleges) may attend up to twelve (12) meetings of the Union's Executive Board a calendar year during the Chief Stewards' regular work hours provided that their attendance does not result in any additional expense or cost to their respective Colleges through the use of approved shift swaps with other police

officers at their College during the same work week and the public safety or operational needs of the College, as determined by the College, permit their release.

On Behalf of AFSCME Council 93
Local 1067:



Kimberly Sylvja
Higher Education Coordinator
AFSCME Council 93
Dated: **11.24.2021**

On behalf of the Board of Higher
Education:

/s/ Michael J. Murray

Michael J. Murray, Esq
Director of Labor Relations
Department of Higher Education
Dated: November 22, 2021

Thomasine Corbett

Thomasine Corbett
President
Local 1067
Dated: November 24, 2021