**SEIU 888 Emerson Staff Union Contract**

**Reader’s Digest Version**

**PREAMBLE**

* The College and the SEIU 888 Emerson Staff Union have created this contract to set standard wages, working conditions, and ensure efficient operations.
* The College and the Staff Union understand that their primary obligation is to serve the College’s students with high standards and safety.
* The College and the Staff Union agree to the following contract.

**ARTICLE 1: RECOGNITION**

* The College recognizes SEIU 888 as the bargaining representative for these four bargaining units: Academic Affairs, Information Technology, Institutional Advancement, and Communications and Marketing.

**ARTICLE 2: DEFINITIONS**

* Defines “College,” “Union,” “Full-time employee,” “Part-time employee,” and “Temporary Employee.”

**ARTICLE 3: MANAGEMENT RIGHTS**

* The College has the right to set its mission, programs, objectives, activities, and to set the organizational and managerial structure and the calendar.
* The College can hire, recruit, and train employees, decide whether or not to fill vacancies, and create and eliminate positions.
* The College can hire temporary employees and students and subcontract work; the College also determines job classifications and pay grades.
* In cases of a conflict between the handbook and the agreement, the agreement takes precedence.

**ARTICLE 4: UNION SECURITY**

* All employees covered by the bargaining unit must either be members of the Union (and pay dues) or pay an agency fee.
* The College will automatically deduct Union dues from Union member paychecks if they are authorized to do so by the Union member (there will be a form).
* The College will notify new hires if they are in the bargaining unit.
* The College will also automatically deduct any voluntary donations designated by Union members to the Union’s COPA (Committee on Political Action) fund. These donations are entirely voluntary and at the discretion of the individual Union member.

(See <http://www.seiu888.org/copa/> for more information about COPA.)

**ARTICLE 5: NON-DISCRIMINATION**

* The College will not discriminate based on race, religion, religious creed, color, national origin, ancestry, physical or mental disability or handicap, age, genetics, gender/sex (including pregnancy), sexual orientation, gender identity/expression, marital status, veteran’s status, Union activity or lack thereof, or any other status protected by applicable state or federal law.
* Union members who feel they have been discriminated against based on one of the above criteria (with the exception of Union activity) may not grieve their case but may pursue their rights with the appropriate state and/or federal agency.
* Discrimination based on Union activity is grievable under this Agreement.

**ARTICLE 6: UNION RIGHTS**

* The Union will keep the College informed of which members are Union stewards and chapter officers.
* Union stewards may meet with chapter officers and Union members during working hours, as long as they let their manager know and the meetings don’t interfere with College operations.
* The Union may use College facilities for meetings during non-working time.
* With proper notice, the College will pay for release time for up to three Union members (who are deemed delegates) to attend local Union meetings and trainings.

**ARTICLE 7: BARGAINING UNIT INFORMATION**

* The College will inform a Union steward when a new bargaining unit employee is hired.
* The College will allow release time for a Union steward and new employee to meet for a Union orientation.
* Twice a year, the College will provide the Union with a full list of Union members and their contact and job information. If a Union member’s address or work information changes, the College will promptly inform the Union.
* When a Union member leaves the College, the College will notify the Union within 30 days.

**ARTICLE 8: LABOR MANAGEMENT COMMITTEE**

* A labor management committee comprising up to five members of the College and five members of the Union will meet twice a year to discuss matters of general interest.
* The parties will designate their own members to the committee.
* By mutual agreement, the meetings can be cancelled or additional meetings can be requested.
* Union members will receive release time to attend these meetings.

**ARTICLE 9: BULLETIN BOARDS**

* The Union has the right to publish notices about Union business, meetings, and social events on bulletin boards provided by the College.
* There should be at least one bulletin board per building, preferably in each department.
* The Union has the right also to use employee mailboxes to disseminate communications.

**ARTICLE 10: GRIEVANCE AND ARBITRATION PROCEDURES**

* A grievance is a written complaint from the Union that there is a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
* There are four progressive steps to the grievance procedure: meeting with the supervisor, meeting with the unit VP, meeting with the Senior AVP for HR, and finally outside arbitration.
* Not all grievances can be sent to arbitration, and some grievances can skip the first step.

**ARTICLE 11: SENIORITY**

* Seniority is the length of time you have been continuously employed at the College. Temporary work counts toward seniority, but student employment does not.
* Seniority continues to accrue while you’re on paid or unpaid leaves of 12 weeks or less.
* A Union member who has been laid off and returns to the bargaining unit within one year from the date of the layoff shall have their seniority restored to what it was on the date of the layoff.
* A Union member loses seniority if they are fired (discharged), are laid off for more than a year, or fail to return to work within 14 days of being recalled from a layoff.

**ARTICLE 12: INTRODUCTORY EVALUATION PERIOD**

* A new Union member will serve a 90-day introductory evaluation period. Parties may agree upon one or more 30-day extensions but are not obligated to do so.
* At any time during the introductory evaluation period, the College can terminate the Union member with two weeks’ notice (or pay in lieu of notice). This termination is not subject to grievance procedures, but the Union member can request a meeting with the head of HR and have another Union member present at the meeting.
* A Union member only needs to serve one introductory evaluation period unless they start a new position at the College or leave the College and return after a two-year break.
* Discipline of Union members during their introductory evaluation period is not subject to grievance procedures.

**ARTICLE 13: DISCIPLINE AND DISCHARGE**

* No member may be disciplined without “Just Cause.” This is a high standard, guaranteeing certain criteria must be met in order to discipline a Union member.
* Progressive discipline: Union members can no longer be terminated without warning or without steps to work through problems with their job performance or conflicts with managers.
* Union members have the right to Union representation at any disciplinary meetings or arbitration.

**ARTICLE 14: HEALTH AND SAFETY**

* The College will provide a safe work environment, including any safety equipment and training needed to ensure that environment.
* The Union will have a representative on the College’s Health and Safety Committee and receive annual reports of workplace accidents from the the College.
* A Union member cannot be disciplined for refusing to perform work that a reasonable person would consider unsafe.
* Health and safety violations can be grieved to step 3 of Article 10: Grievance & Arbitration.

**ARTICLE 15: PERSONNEL FILES**

* Union members’ official personnel files will be kept at Human Resources and the Union member can examine them by appointment.
* Supervisors may keep additional files, but the Union member can request a copy of any documents or notes that would be considered official personnel files under Massachusetts law.
* Union members will be notified if anything negative is placed in their personnel files and may respond in writing to anything they believe is incorrect or incomplete.

**ARTICLE 16: WORK HOURS AND DUTIES**

* There are limits to how much can be added to a Union member’s job without additional compensation or removal of other activities.
* The Union will be notified of any proposed substantial changes to a Union member‘s existing job description.
* There will be an enforced system for overtime that ensures non-exempt Union members get paid for overtime hours worked.
* It is recognized that the duties of exempt Union members vary in content and schedule and sometimes require working more or less than the standard work week. (The Union added the wording *or less* to the College’s policy to balance the fact that exempt employees are not eligible for overtime - If the hours that exempt employees are expected to work is dictated by the department’s/College’s needs, and they are expected to work extra hours during busy times, then it is only fair that they can work a few less hours during slow periods.)
* There will be a process for requesting a non-standard work schedule and/or telecommuting; it must meet the needs of the department and be approved by the member’s manager and the unit Vice President.

**ARTICLE 17: JOB REVIEW**

* A process has been established for a Union member or their manager to request a review of their job. The process includes a mechanism for appeal if the Union member disagrees with the decision of the Assistant Vice President of Compensation.
* Such a review, whether initiated by the Union member or manager, may include, but is not limited to:
  + - Whether the job is correctly classified as exempt or non-exempt
    - Whether the job description is accurate and current
    - Whether the job is appropriately classified on the Emerson job matrix

**ARTICLE 18: PERFORMANCE EVALUATION**

* The performance evaluation will no longer be tied to compensation.
* It will reflect a Union member’s actual job responsibilities and will be more concise than the previous lengthy list of questions referring to broad, non-job-related issues.
* Unon members will now have the ability to also provide feedback regarding their managers.

**ARTICLE 19: REDUCTIONS IN FORCE AND RECALL**

* A reduction in force is when an employee is laid off due to: budget shortfalls, elimination/consolidation of positions, a program change or elimination, loss or termination of grant funding.
* The College will lay off applicable employees in this order: temporary employees, student workers, part-time workers, full-time workers. In cases where two affected employees are in the same category, the least senior employee will be laid off first (see Article 11: Seniority).
* Laid off employees will be recalled in order of seniority for any new/newly vacant positions of the same job title that become available within one year of the layoff.

**ARTICLE 20: COMPENSATION**

* There will be no more merit raises; every Union member is guaranteed the full annual increase.
* Across-the-board raises:
  + - FY18: 3.0% (retroactive to October 2017)
    - FY19: 3.3%
    - FY20: 3.6%
    - FY21: 3.9%
* There will be a commuter benefit of $84.50/month, which adds another $1,000/year to Union members’ pay on top of the regular raise; this will more than pay for the Union dues - so the percentage raises that members get will be free and clear of dues.
* Upon the date of ratification, each Union member will receive a one-time bonus of $250, less appropriate tax deductions.
* Any member who is not yet being paid at the 40th percentile in their salary range will be moved up to the 40th percentile, retroactive to January 2018.
* By January 2019, every member who is not yet being paid at the 40th percentile of the new compensation study will have their salary adjusted.
* The Union brought inconsistencies in job grading to management, and the College has agreed to raise 21 of the lowest-graded jobs up a grade level (and in two cases, up two grade levels). Affected members will be notified if they are in this group.

**ARTICLE 21: BENEFITS AND TIME OFF ARTICLES**

* Voluntary and Mandatory Retirement plans: unchanged
* Health and Dental insurance plans: No changes to the currently available plans at this time. However, the College promises to investigate the possibility of an employee+1 plan.
* Short and Long Term Disability insurance: unchanged
* Life insurance: unchanged
* Workers Compensation: unchanged
* Tuition Benefits: unchanged
* Holidays: Patriots Day will be added as a holiday effective 2020
  + Major holiday pay for non-exempt employees is 2.5x normal pay rate.
  + Non-major holiday pay for non-exempt employees is 2x their normal pay rate.
* Leaves: Vacation, Sick, and Personal time policies are unchanged, as is Jury Duty.
* Bereavement Leaves: you can now take up to three days to grieve the loss of a pet.
* Commuting Benefit: all Union members working 20 hours or more per week will receive $84.50 toward MBTA passes. This benefit is not available to those who are eligible for and select the subsidized parking benefit.

**ARTICLE 22: SHARED SICK TIME PROGRAM (Sick Bank)**

* The College will establish a voluntary, shared sick bank whereby Union members may donate some of their unused sick time and/or apply to withdraw from the bank as described below.
* Use of the sick bank is for a catastrophic illness or injury of the Union member or of an immediate family member, defined as: A severe medical condition which requires a Union member's absence from work for a prolonged period of time and which results in a substantial loss of income to the Union member because of the exhaustion of all earned sick, vacation and/or compensatory leave time.
* A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider.
* Decisions to grant the withdrawal of days from the sick bank will be made by an independent outside vendor.

**ARTICLE 23: PARENTAL LEAVE**

* The College shall implement parental leave for all Union members, female and male, for the purpose of caring for their newborn or newly adopted/fostered child or children.
* This leave shall apply equally to parents regardless of gender as well as same-sex married couples in the event of a natural birth by any method or adoption.
  + - Weeks 1-2 will be paid using the Union member’s accrued, unused sick, personal and then vacation time.
    - Weeks 3-12 will be paid at 60% of the Union member’s regular rate of pay; a Union member may use accrued, unused personal and then vacation time to supplement the 60% pay up to 100%.
    - There will be provisions for a leave to begin early or or to extend a parental leave through a medical leave, when necessary.

**ARTICLE 24: TEACHING BY UNIT MEMBERS**

* Union members who have job descriptions that include teaching courses will not receive additional pay.
* Those members who do not have teaching in their job descriptions but would like to teach on a voluntary basis can do so if: (1) they have exempt status; (2) the class is taught outside of the members’ regular work hours; (3) Academic Affairs approves their qualifications and gives them a part-time teaching contract.
* If teaching is not in a Union member’s job description, there is no expectation for the member to be given a course to teach. If they do teach, it is voluntary and it may not be continued activity.
* Before a Union member teaches, HR must approve the teaching assignment after Academic Affairs approves it.
* When all of these steps are approved for voluntary teaching assignments, Union members will receive additional pay in accord with the salary chart in the Affiliated Faculty Union collective bargaining agreement. There are no benefits associated with such teaching, no credits will be accrued, and no membership in the affiliated faculty Union is possible.

**ARTICLE 25: COLLEGE CLOSING**

* If the College closes due to inclement weather, the College will declare which Union members are essential and will provide them as much notice as possible that they will be needed to work, usually a minimum of three hours.
* No Union member must report to work if there is a State of Emergency declared by the Governor.
* Pay for non-exempt Union members who work during a college closing is time-and-a-half.
* Overnight lodging will be provided if needed.
* The College will provide the Union with a list of essential Union members who may be required to work during a college closing. Said Union members will be notified of their status when hired.

**ARTICLE 26: OUTSIDE EMPLOYMENT POLICY**

* Union members are allowed to hold other jobs outside of Emerson, but they must adhere to the following guidelines.
* Union members must notify their supervisor in writing of their intent to hold another job outside of Emerson. The supervisor will share with the HR business partner and keep it in the member’s personnel file.
* Work activities outside of Emerson must not conflict or compete with the College’s interest or affect the Union member’s work performance at Emerson.
* Union members may not make unauthorized use of the College’s equipment or confidential information.
* Union members may not conduct outside business work on Emerson property.
* If outside work causes problems with the Union member’s performance, the member will be asked to discontinue the outside work.
* Union members who do outside work may not take College paid leave to do the outside work.
* Fraudulent use of sick leave or refusal to discontinue outside work when asked will result in disciplinary action up to termination of employment.

**ARTICLE 27: CREDIT FOR PAST SERVICE**

* Union members who leave the College and are rehired may be eligible to retain their seniority based on how long they previously worked for the College and how long their break in service was.
* Current (as of today) temporary employees who have worked for the College for six months or more will either be hired as permanent staff, work for an additional specific limited duration, or be laid off.

**ARTICLE 28: STAFF DIVERSITY AND INCLUSION**

* The College will report statistic about staff diversity in the College Fact Book as they currently do for faculty and students.
* The Union will receive an annual report of bias incidents.

**ARTICLE 29: PAST PRACTICES**

* All past practices shall end with the execution of this Union contract.

**ARTICLE 30: NO STRIKE – NO LOCKOUT**

* Once there is a signed contract, Union members cannot strike and management cannot lock us out - that would be a violation of the contract.
* The College will have to live up to the contract because of the grievance and arbitration process included in the contract. They will have to answer to an outside agency for any violations.
* When the contract expires and the Union is negotiating a new contract, Union members would not be under those limitations and could strike if necessary.

**ARTICLE 31: SEPARABILITY OF PROVISIONS**

* This is standardized language to state that the negotiations to reach this contract were conducted fairly and that members agree to abide by this contract if ratified.
* Also, if any parts of this contract are contradicted by a current or future law, the College and the Union agree to follow the law.

**ARTICLE 32: DURATION**

* The contract will be in effect upon ratification date and shall continue until midnight on September 30, 2021.
* The contract will be renewed as is every year after September 30, 2021, unless the Union or the College expresses a desire to terminate the current contract 60 days before September 30, 2021. This desire for termination will jumpstart a contract renewal negotiation process.

**SIDE LETTER FOR TEACHING BY UNIT MEMBERS**

* Five Performing Arts staff will receive a stipend whenever they teach a course as part of their employment.