

**COLLECTIVE
BARGAINING
AGREEMENT**

**Between
EMERSON COLLEGE
And
SEIU 888**

Effective January - September 30, 2021

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Preamble

AGREEMENT made and entered into by and between Emerson College (hereinafter referred to as the "College"), and Service Employees International Union and with SEIU Local 888, hereinafter referred to as the "Union").

WHEREAS, the purpose of this Agreement is to promote harmonious relations between the College and its employees, as defined herein, to secure efficient operations, and to establish standards of wages, hours, and other working conditions for employees within the collective bargaining unit;

WHEREAS, the service of the College and its employees is the education of its students and the College is held solely accountable by State regulatory authorities for a high standards and safety for such students; and

WHEREAS, the College, the employees and the Union agree that their primary obligation is to serve the needs of such students with high standards, without interruption and to avoid discord:

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

ARTICLE 1

RECOGNITION

Emerson College hereby recognizes the Service Employees International Union, Local 888, as the exclusive bargaining representative of employees in the following four bargaining units:

Academic Affairs, as certified by the National Labor Relations Board in Case Number 1-RC-171747 (April 15, 2016)

Information Technology, as certified by the National Labor Relations Board in Case Number 1-RC-174017 (May 11, 2016)

Communications and Marketing, as certified by the National Labor Relations Board in Case No. 1-RC-173975 (May 11, 2016)

Institutional Advancement, as certified by the National Labor Relations Board in Case No. 1-RC- 174398 (May 11, 2016)

ARTICLE 2

DEFINITIONS

- A. College: Emerson College and its managers and supervisors
- B. Union: Service Employees International Union, Local 888 and its officers and agents
- C. Full time employee: A full time employee works a minimum of 36 ¼ hours per week on a regular basis.
- D. Regular Part time employee: A part time employee works less than 36 ¼ hours per week on a regular basis.
- E. Temporary employee: Temporary employees are not covered by this Agreement and not represented by the Union. Temporary employees are those individuals who are hired on a short-term basis for a period of time of no more than six (6) months. Temporary employees can also be individuals hired

solely for purposes of replacing a bargaining unit employee who is on a leave of absence, regardless of length of the replacement employment.

- F. Days: The term “day” or “days” shall refer to calendar days unless otherwise stated.

ARTICLE 3

MANAGEMENT RIGHTS

- A. Unless expressly and specifically limited or modified by a provision of this Agreement, the rights, powers and authority held by the College over the complete operations, practices, procedures and regulations with respect to employees shall remain solely and exclusively in the College, except as otherwise prohibited by law, including but not limited to the following:

The right: to generally determine and effectuate the College’s mission, programs, objectives, activities, resources and priorities; to set the organizational and managerial structure of the College and to amend such structure as it deems appropriate;

to recruit and hire employees; to determine the number of employees; to decide whether or not to fill vacancies; to create and eliminate positions;

to determine the content of job classifications; to classify and reclassify its employees and to place employees in appropriate pay grades; to convert part time positions to full time and full time positions to part time;

to determine the standards and levels of service to be offered by the College;

to train employees; to transfer employees between buildings, shifts, and locations; to prescribe standards for promotion and to promote employees; to set performance standards; to require reasonable physical and mental fitness standards;

to employ temporary employees and student help;

to determine the calendar, including periods during which the College is open or closed;

to issue reasonable rules, regulations and standards of conduct and to amend such rules, regulations and standards of conduct from time to time;

to determine the means, methods and personnel by which the College's operations are to be conducted;

to subcontract or independently contract work; however, if a bargaining unit position is to be significantly affected or eliminated by such subcontracting, the parties will first discuss the impact of such a decision prior to it taking place.

- B.** Nothing shall preclude supervisors and managers from doing similar or overlapping functions of bargaining unit work, provided that such work is not performed by supervisors or managers with the intent to erode the bargaining unit.

The Union specifically acknowledges that the College maintains an Employee Handbook which has provisions that may affect working conditions. If there is a specific conflict between such rules, regulations or policies and a provision of this Agreement, the terms of this Agreement shall govern.

ARTICLE 4

UNION SECURITY

- A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing as of the Agreement's effective date shall remain members in good standing, and those who are not members as of the effective date of this Agreement, shall, on or after the 30th day following the effective date become and remain a member in good standing of the Union, or in lieu of union membership pay

an agency fee to the Union. The amount of such agency fee shall be determined by the Union in accordance with applicable law.

It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on or after the 30th day of employment following the beginning of such employment either become and remain a member of the Union or pay an agency fee as determined by the Union.

- B. In the event that any employee fails to comply with this Article, the Union may notify the College in writing by registered mail of such lack of compliance and may accompany such notice with a request that the employee be terminated. A copy of any such notice will be sent by the Union to the employee by registered mail. The employee shall have thirty (30) days from actual notice of dues or fees delinquency to pay such dues or fees. If the employee fails to pay within that time period, and the Union so verifies, the College shall dismiss the employee.

The College may rely upon the statements and information received from the Union and shall not be required to investigate the accuracy of such statements or information.

- C. The College agrees to deduct per pay period the regular dues or fees from the wages of those employees covered by this Agreement who voluntarily authorize the College to make such deductions on a proper authorization card supplied by the Union. The College shall remit the dues or fees so deducted monthly to the designated Union official together with the names and wages of the employees from whose wages such deductions have been made. The College shall not make deductions and shall not be responsible for remittance to the Union of the dues or fees for any pay period during which the employee has no earnings or where otherwise unlawful. The Union shall certify the amount of the dues to the College in writing.

D. Any authorization to withhold regular dues or fees from the wages of employees shall terminate and such withholding shall cease only upon the occurrence of any of the following events: (a) a separation from employment; or (b) written notice by the employee to the College's Senior Associate Vice President for Human Resources of cancellation of the authorization. The Union will be notified if an employee cancels such authorization.

E. During new hire orientation, the College will notify each new bargaining unit employee that the College has a labor agreement with a union security clause requiring each employee to begin paying union dues or fees after thirty (30) days of employment.

F. The Union shall indemnify, defend and otherwise hold the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action the College takes pursuant to this Article.

G. Under no circumstances shall the College be liable to the Union for the regular dues or fees owed by an employee to the Union.

H. Upon receipt of a duly authorized and executed payroll deduction authorization form, the College agrees to deduct per pay period voluntary designated contributions for the SEIU COPA fund. Such deductions shall commence in the first full pay period in the month following receipt of such authorization. The College shall not be obligated to make such deductions upon (a) receipt of a written revocation signed by the employee; (b) when the employee is on an unpaid leave of absence; or (c) the employee has been terminated or left the bargaining unit. The College agrees to remit such deductions no later than the end of the next calendar month to the authorized agent for such purposes designated by the Union.

ARTICLE 5

NON-DISCRIMINATION

A. Neither party will discriminate against or harass any employee because of 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.

The College also prohibits discrimination and harassment based on an individual's participation in a protected activity (such as reporting alleged discrimination or harassment). Retaliation against any individual who raises

a good faith report under the College's Policy against Discrimination, Harassment and Retaliation is strictly prohibited.

- B. This Article or any provision thereof is not subject to Article 10, Grievance and Arbitration Procedures except for grievances involving claims of discrimination for Union activity.
- C. The employee may pursue their rights with the appropriate state and/or federal agency. The employee may also discuss claims of discrimination under this Article with a representative of the Office of Human Resources at any time, with or without a Union representative.

ARTICLE 6

UNION RIGHTS

- A. Each year, on or about September 1, the Union shall provide the College with a list of Union stewards and Chapter officers and notify the College as soon as practicable of any changes during the year.
- B. Union stewards may meet with Chapter officers and employees to discuss Union business during regular business hours provided they notify their supervisor and provided it does not interfere with normal College operations.
- C. The Union may use College facilities at no charge for meetings with employees provided the Union follows College procedures for securing meeting space. Meetings are to be held during the non-working time of the employees.
- D. With proper notice, the College will provide paid release time of up to a total of 24 hours a year for up to three members elected as Union delegates. Such time shall be to permit their attendance at Local Union meetings, conferences, Union trainings and other Union functions. This release time will not be considered an absence from work.

- E. These provisions apply to, and will not preclude, the orderly handling of grievances under this Agreement, provided this activity does not in any way interfere with the operations of the College.

ARTICLE 7

BARGAINING UNIT INFORMATION

- A. When the College hires a new bargaining unit employee it will provide the Chief steward or designee with the individual's name, position, hours, [salary](#) and start date. The Chief steward or designee may meet with new hires for up to twenty (20) minutes at a time during normal hours of business during the first month of employment for the purpose of orienting the employees to the Union and discussing dues deductions. The College will provide release time for the Chief steward or designee conducting such orientation and for the orientees attending the Union orientation.
- B. The College shall provide the Union on a biannual basis on or about October 15 and April 15 a list of the names, addresses, phone numbers, contact information, dates of hire, hourly rate or annual salaries, job titles, pay grades, Union seniority dates, and department of all bargaining unit members. If there is a change in an employee's address, phone number, hourly rate or annual salary, job title or department, the College will promptly notify the Union of such change.
- C. Whenever a unit member leaves the bargaining unit, the College shall inform the Union of such departure within thirty (30) days.

ARTICLE 8

LABOR MANAGEMENT COMMITTEE

The parties agree that there will be a labor-management committee comprising up to five (5) members on each side that will meet twice each calendar year to discuss matters of general interest to the Union and/or the College. These

meetings shall not be used for negotiations nor will they be used to discuss pending grievances. If neither party deems it necessary to hold one of these meetings, that meeting may be cancelled. The parties may conduct additional meetings by mutual agreement.

Meetings will be scheduled by mutual agreement and will be tentatively scheduled for two hours. Employees will receive release time to attend such meetings.

Designated representatives of the Union and the College will suggest agenda items prior to each meeting. The parties will designate their own representatives to the committee.

ARTICLE 9

BULLETIN BOARDS

The Union shall have the right of posting notices of meetings, Union business, election of officers, or notice of Union recreational or social activities or business, on bulletin boards provided by the College for that purpose. Notices shall be posted by Union delegates. The bulletin boards shall be placed at convenient and readily accessible places with at least one per building, but preferably within each department. The Union shall have the right to distribute bulletin board notices to the employee mail boxes.

The Union shall have the right to send notices of Union meetings, events and elections to its membership through the College's email system.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURES

- A.** A grievance is defined as a written complaint by the Union that there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement.

- B.** All grievances must be processed in accordance with the steps, time limits and conditions set forth in this Article. If the Union fails to meet the deadlines of this procedure at any step, including the initial filing of the grievance, the Union will lose the right to pursue the grievance and the grievance will not be processed any further. Failure by the College to answer a grievance within the time limits set forth shall allow the Union to appeal the grievance to the next level. Time limits may be extended by mutual agreement.
- C.** The Union must file a grievance within twenty (20) days of the alleged event or of the time when the Union knew, or reasonably should have known, of the event that is the basis for the grievance.
- D.** A grievance must be in writing and must include
1. A statement of the facts involved
 2. The provisions of the Agreement that the Union alleges were violated.
 3. The remedy or solution sought
- E.** The filing or pendency of a grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject, however, to the final decision of the arbitrator.
- F.** The following procedure shall be observed in handling grievances.

Step One: A Step One meeting shall held within seven (7) days of the presentation of the grievance to the supervisor. The Step One meeting shall include the Union representative, the affected employee and the supervisor. Within ten (10) days of the meeting, the supervisor shall answer the grievance in writing. Should the grievance concern the employee's supervisor, it may be filed at Step Two instead of Step One.

Step Two: If the Union is dissatisfied with the Step One answer, or if the grievance concerns the employee's supervisor, the Union may submit the grievance to the Vice President with authority over the unit from which the grievance arose.

a. The Union must file the grievance with the Vice President no later than ten (10) days following the issuance of the Step One answer, or if the supervisor fails to respond, then no later than ten (10) days following the date such response was due, or in the case of a grievance concerning the employee's supervisor, within twenty (20) days of the alleged event or of the time when the Union knew, or reasonably should have known, of the event that is the basis for the grievance.

b. The Vice President or designee will arrange for a meeting to take place within ten (10) days of the receipt of the Step Two grievance. The meeting will include the representative of the Union, the affected employee, the Vice President or designee and one other College representative selected by the Vice President. The Vice President or designee will have fourteen (14) days from the meeting in which to answer the grievance in writing.

Step Three If the Grievant is dissatisfied with the Step Two answer, the Union may submit the grievance to the Senior Associate Vice President for Human Resources.

a. The Union must file the grievance at this step with the Senior Associate Vice President for Human Resources or designee (who must be an Assistant Vice President of Human Resources) no later than ten (10) days following the issuance of the Step Two answer or if the Vice President fails to respond, then no later than ten (10) days following the date such response was due

b. The Senior Associate Vice President for Human Resources or designee (who must be an Assistant Vice President of Human Resources), will arrange for a meeting to take place within ten (10) days of the receipt of the Step Three grievance. The meeting will include the representative of the Union, the affected employee, the Senior Associate Vice President or the designee and one other College representative selected by the Senior Associate Vice President for Human Resources. The Senior Associate Vice President or the designee will have fourteen (14) days from the meeting in which to answer the grievance in writing.

Step Four – Arbitration

- a. The Union may submit any grievance which has not been satisfactorily adjusted under the Grievance Procedure for settlement under the arbitration provisions of this Article.
- b. The procedure for arbitration shall be as follows:
 - i. The Union will file its demand for arbitration within thirty (30) days of the Step Three answer, or if the Senior Associate Vice President for Human Resources or their designee fails to respond, then no later than thirty (30) days following the date such response was due, with The Labor Relations Connection, LLC. Selection of the arbitrator shall be made in accordance with the Rules of that organization.
 - ii. Hearings and post-hearing activities shall be conducted in accordance with the Rules of The Labor Relations Connection, LLC.
 - iii. The Arbitrator shall not have the power to add to, subtract from, modify or disregard any of the provisions of this Agreement, nor shall the Arbitrator substitute their judgment for that of the College with regard to any grievance but shall only determine whether or not the College has violated a specific provision of the Agreement.
 - iv. Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the Arbitrator shall be borne equally by the parties.
 - v. Both parties agree to abide by the decisions of the Arbitrator but shall retain whatever rights they have under the law to challenge the decisions of the Arbitrator.
 - vi. Unless otherwise mutually agreed, each arbitration

hearing shall deal with no more than one (1) grievance, except in cases of grievances which are related to the same issue or the same unit member.

- G. Pay for Grievance Time. Where Steps 1, 2, or 3 of the grievance procedure take place during working hours, the College will pay for any regular straight time wages actually lost by the Union representatives and the employees involved in the grievance meetings. All grievance meetings, other than arbitration, shall be conducted between the hours of 9:00 AM and 5:00 PM.
- H. Grievances involving the termination of an employee may be filed at Step 3 instead of Step 1.

ARTICLE 11

SENIORITY

Emerson seniority shall be defined as an employee's length of continuous employment, from the employee's original start date with the College this includes 9,10, 11 and 12 month employees. Temporary employees who have been employed in a temporary capacity for six months or more will be credited with their temporary work in the calculation of their benefits and seniority. Part time temporary work will be pro-rated in calculating that seniority. However, any temporary employee who becomes a member of the bargaining unit will still have to serve an Introductory Evaluation Period but can put in a request to their supervisor to have it waived after 60 days.

Student employment is excluded from the calculation of seniority.

If two or more employees have the same starting date of employment, and in any case where seniority is a factor pursuant to this Agreement, the relative seniority between such employees will be determined by the drawing of lots.

Seniority shall continue to accrue during any approved paid leaves of absence, or any approved unpaid leave of absence of twelve (12) weeks or less associated with the Family Medical Leave Act or comparable state law provision.

. Within one month of the ratification of this Agreement, the parties will agree on the seniority of each member of the bargaining unit. Seniority for a new

member of the bargaining unit going forward will begin on the date of their employment with the College.

When an employee is laid off, the employee's seniority shall not be lost during the period of layoff, but it shall no longer accrue during the layoff period. An employee 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.

Loss of Seniority - Seniority will be lost when an employee:

- (a) Is discharged;
- (b) Is laid off for more than 365 days
- (c) Fails to return to work within fourteen (14) days after receiving notification to return to work from layoff, unless the College grants a longer period for unusual or mitigating circumstances.

ARTICLE 12

INTRODUCTORY EVALUATION PERIOD

- A. An employee shall serve an introductory evaluation period of 90 days. The parties may agree upon one or more extensions of 30 days to such a period, but there shall be no obligation to do so. A decision by the College not to extend the introductory evaluation period shall not be subject to the grievance and arbitration provisions of this Agreement.
- B. At any time during the introductory evaluation period, the College may terminate an employee for any reason with two weeks' notice (or pay in lieu of notice). Such termination is final and is not subject to the grievance procedures of this Agreement. However, a terminated employee may request a meeting with the Senior Associate Vice President for Human Resources to discuss the termination. The employee may bring a Union steward to such meeting
- C. An employee need serve only one introductory evaluation period unless
 - (i) the employee assumes a new position within the College, or
 - (ii) if the College previously employed the employee and is then reemployed in the same position after a break in service of two or more years, in which case the employee shall serve a new 180 day introductory evaluation period

during which the College may terminate the employee pursuant to Article 13(A).

- D. Discipline of any introductory evaluation employee is not subject to the grievance procedures of this Agreement.

ARTICLE 13

DISCIPLINE AND DISCHARGE

- A. No employee may be disciplined or discharged without just cause, except for employees in their introductory evaluation period.
- B. Discipline shall not include oral counseling or oral reprimands from a supervisor, nor shall it include annual reviews or other performance evaluations. Oral counseling, oral reprimand, annual reviews, or other performance evaluations are not grievable under this Agreement.
- C. Layoffs shall not constitute discharges under this Article.
- D. The College in its discretion may place an employee on paid administrative leave. Placement on paid administrative leave shall not constitute disciplinary action but maybe used during an investigation.
- E. An employee may ask for and shall have the right to have a Union representative present whenever the employee is asked to participate in an investigatory interview which the employee reasonably believes may lead to disciplinary action against him or her. Nothing in these provisions requires the College to notify the employee of such right but the College may choose to do so in cases where it knows it is initiating the investigation of alleged misconduct by the employee.
- F. Where appropriate, the College may also require as part of a disciplinary action restitution, appropriate training, or counseling, or other remedial action. The College's imposition of restitution, appropriate training, counseling, or other remedial action is subject to grievance.

- G.** The College will notify the Union in writing of any disciplinary action under this Article within three (3) days of any such discipline including written warning, suspension or discharge of any covered member

ARTICLE 14

HEALTH AND SAFETY

A. The College agrees to provide a place of employment which shall be safe and healthy for employees. The College shall furnish and may require the appropriate use of safety devices and safeguards, and shall adopt and use methods and processes to promote a safe place of employment and to protect the life, health, and safety of employees.

(1) The term “safe” or “safety” as applied to any employment or place of employment shall include personal security and shall include conditions and methods of sanitation and hygiene necessary for the protection of the life, health, and safety of employees.

(2) If the College requires that an employee wear safety clothing or use safety equipment, the College shall provide such clothing and/or equipment.

(3) Employees shall observe all safety rules and requirements and be appropriately trained in the use of any equipment used during the course of their job duties.

(4) Employees shall report as soon as practicable to their supervisors any job-related accident, injury, or illness; this requirement shall not, however, be construed to limit in any way an employee’s rights under the Worker’s Compensation Law, provided the employee provides any notice required by the applicable law.

B. The Union shall be entitled to appoint an employee to the College’s Health and Safety Committee which normally meets quarterly. Employees serving on this committee will be paid by the College for any of their work time spent at meetings of such committee or carrying out functions authorized by the committee during their normally scheduled work hours.

C. The College shall comply with any state or federal requirements to provide the Union available, relevant information regarding substances in the work place or equipment design.

D. Once a year, and except to the extent limited by applicable law or regulations with the force of law, the College shall provide the Union with available, relevant College records on accidents and injuries reported to the College's Risk Manager or the Emerson College Police Department. Upon request the College will provide relevant test results, and safety records maintained by the College except that no personal medical records or information regarding any employee or other College employee will be provided without the employee's written consent, unless required by law.

E. No employee will be subject to discipline for refusing to perform work or reporting work assignments which a reasonable person in a similar situation would consider unsafe. Members displaced due to unsafe, unhealthy conditions will be offered alternative work arrangements to the extent possible.

F. An employee shall first bring matters concerning health and safety to the attention of their supervisor or through other acceptable reporting channels. If the health or safety matter is not resolved satisfactorily, the employee may request the assistance of a Union representative. That Union representative may discuss the matter and possible solutions with area supervision and/or the Departmental Vice President at a mutually agreeable time.

The Emerson College Police Department and the College's Risk Manager will promptly advise the member that serves on the College's Health and Safety Committee of any health and safety incident reported to either of them, unless prohibited by law or College policy, such as the College's Sexual Misconduct Policy.

G. The College shall make reasonable efforts to advise all employees, through health and safety training and/or through advice on specific occasions as needed, of health and safety risks which the employee is likely to encounter in the course of the staff member's assigned work.

H. Nothing in this Agreement shall be construed to dilute the College's authority and responsibility described in Section A of this Article, nor shall anything in the Agreement be construed to limit the right of employees or the Union to file grievances concerning health and safety, provided, however, that any such

grievances can only be processed to Step 3 of the Grievance Procedure and will not be arbitrable.

ARTICLE 15

PERSONNEL FILES

- A. The College will abide by Massachusetts Personnel Records Law. M.G.L. chapter 149, section 52C.
- B. The official personnel file for bargaining unit employees shall be maintained by the Human Resources Department. An employee shall have the right to examine by appointment, and obtain a single copy of, any materials in their personnel file.
- C. Nothing shall preclude a manager or supervisor from having additional personnel records in their files, An employee shall also have the right to examine by appointment, and obtain a single copy of, any materials in a manger's or supervisor's file that constitutes a personnel record under Massachusetts law.
- D. Consistent with the Personnel Records Law, the College shall notify an employee within ten (10) days of the College placing in the employee's personnel record any information to the extent such information is, has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action. This provision applies with equal force to any information that may be kept in a manager's or supervisor's separate file.
- E. An employee shall have the right to comment in writing on any materials in their personnel file which the employee believes to be inaccurate or incomplete, and such comment shall become a permanent part of the employee's personnel record. It is understood that the presence of such comments in the file does not necessarily imply agreement with the employee on the part of the College.

- F. An employee may designate in writing their Union representative to review such personnel records and obtain a copy of such records.

ARTICLE 16

WORK HOURS AND DUTIES

A. Position description and work assignments

1. Each employee shall have a written position description, including a general statement of duties and responsibilities, the essential functions of their job, and setting forth the minimal qualifications required for the position. The description shall also include the status of the position as a 9, 10, 11 or 12- month, full or part time position and whether it is an hourly, non-exempt position or exempt position. The College will give new employees their position descriptions on or before their first day of work.
2. A complete set of current position descriptions for bargaining unit positions shall be on file with the Office of Human Resources and shall be available to bargaining unit members online at eCommon (or other alternative ERP that the College may use) and to Union representatives.
3. The Union shall be notified in the event of any proposed substantial changes to an existing position description. This would include changes that impact the duties in the job description and/or an increase in the volume of the work
4. The failure by the College to assign a particular duty shall not be deemed a waiver of its right to assign such duty within the position description at a later time.
5. The College may assign varying duties within the overall scope of the job description. Substantial changes to the job itself or significant increases in workload however, shall be in accordance with Article 17, Job Review.

B. Hours of Work

1. The College shall set the hours and days of work for all bargaining unit members.

2. For non-exempt employees under the Fair Labor Standards Act, the hours of work shall normally be scheduled between the hours of: 8:45 am and 5:00 pm or 8:30 am and 4:45 pm. Monday through Friday. The normal work week for full time non-exempt employees shall be between 36 ¼ and 40 hours a week and shall start at 12:01 am on Sunday and end at midnight on Saturday.

3. Overtime. A non-exempt employee may not work more than their regularly scheduled hours unless the employee obtains prior approval from their supervisor. Employees will be paid at their regular rate of pay for all hours worked up to 40 hours in a given work week. Employees will be paid overtime for work in excess of 40 hours in a given week at the rate of time and a half the employee's regular rate of pay for all hours in excess of forty (40) in a given work week. Sick, personal, vacation, and holiday or other leaves are not counted towards overtime hours. Only nonexempt employees shall be eligible for overtime pay.

Overtime hours will be pre-scheduled by the supervisor whenever practicable.

While an employee may on occasion turn down a request to work overtime for reasonable cause, employees will be generally expected to work overtime when assigned by the supervisor. A non-exempt employee may not be required to work more than 12 hours a day. A supervisor may ask a non-exempt employee to work more than 12 hours a day but the employee will not be required to do so and will not suffer any adverse consequences from such a refusal..

Supervisors will give members a minimum of 3 days' notice when requesting them to work overtime, but it is recognized that such notice may not always be possible when urgent work needs arise that could not be predicted.

Pay for overtime worked shall be included in the paycheck no later than the payroll period immediately following the payroll period in which the overtime was performed.

4. Except for positions for which split shifts presently exist, no employee shall be required to work a split shift except by mutual agreement between the employee and the supervisor. A “split shift” shall be defined as a shift in which an employee works two segments of work during the normal hours of work covering first and second shifts and leaves the work site for more than one hour between work segments.

5. For exempt employees, while the regular work week for full time exempt employees is also between 36 ¼ and 40 hours Monday through Friday, it is recognized that the work schedules of exempt employees are not tied to a fixed number of hours per day or per week, nor are they tied to a fixed number of days per week. The parties recognize that exempt employees are professionals whose duties vary in content and schedule and sometimes require working more or less than the standard work week. It is understood that in the course of a year the number of hours worked by an exempt employee and the days on which such work must be performed may vary to meet seasonal needs or specific demands of the position or particular work function.

For all employees, the College reserves the right to modify an employee’s regular hours of work provided it gives at least two weeks’ notice to the employee for changes in the starting and ending times of the schedule.

C. Non-standard Work Schedules

1. The parties recognize that there may be occasions where either the College or the employee may desire that a non-standard work schedule be arranged for a particular employee for some length of time. A non-standard work schedule is a regular schedule that differs from the norm of that particular position or department. The availability of a non-standard schedule is not an employee benefit or right nor shall such a schedule be considered permanent if approved. Such schedules will always have a specific duration stated. Non-standard work schedules may only be approved by the appropriate Vice President for a given unit following a consideration of the recommendations of the supervisor or manager.

2. A Vice President may create a non-standard work schedule for employees in a department to meet department or College goals. The Vice President may set such non-standard schedules for employees in a department, taking into account department needs, College needs, the seniority of the

employees in the department and employees' personal consideration. Members may refuse a non-standard schedule with reasonable explanation and propose an alternative.

3. Employees may also propose non-standard work schedules to their supervisor or manager. The employee must give a written proposal to their supervisor or manager indicating the nature of the schedule requested and expected duration, along with the reasons for the request. The supervisor or manager will forward the request to the Vice President of the unit along with a recommendation. The Vice President will respond in writing within fifteen (15) days of the request and approve, deny or modify any such proposal. Any denial of the request will include a reason for the denial. The decision of the Vice President to approve, deny or modify a non-standard work schedule is entirely discretionary and not subject to the arbitration provisions of this Agreement. However, denial of non-standard work schedule can be grieved to step 3 of the grievance procedure.

4. Once a non-standard schedule has been implemented, the Vice President may adjust or cancel such schedule prior to the end of the specific duration, after due consideration for an employee's needs or personal situation and in such case, will provide notice to the employee(s) of at least two weeks.

D. Summer Work Hours

In any given summer the College, in its sole discretion, may decide to offer summer hours for staff employees. The decision as to whether or not summer hours will be offered shall not be grievable.

If the College decides to offer summer hours, then Summer Fridays will be observed usually for the period starting the Friday before Memorial Day through the 3rd Friday in August. Full-time employees will have the opportunity to begin their weekend two hours early so that they can enjoy the lovely summer weather leading into the weekend. For most full-time staff working regular hours, this will mean that they may end work at 3 p.m. on Fridays, while still receiving their regular weekly pay.

A supervisor may require a full time employee who is scheduled to work regular hours on Friday to stay and work the entire day due to work demands, given reasonable notice. In such a case, the employee may take the two hours off at an alternative time approved by the supervisor.

E. Teleworking Policy

A. Policy Statement

Emerson encourages employees to work in a way that allows them to be their most productive selves while balancing the responsibilities of the position with the needs of the department and the College. This policy outlines teleworking guidelines and expectations that balance this belief with the need to create and maintain a sense of community in Emerson's physical office space. Some, not all, positions at the College are eligible for teleworking. Teleworking does not alter the employee's work relationship with the College or relieve an employee from the obligation to observe all applicable College rules, policies and procedures.

B. Definitions

Telework is the general term for regular (telecommuting) or irregular (flexible teleworking) employee work arrangements outside of Emerson's physical office space.

- **Telecommuting** is a planned and approved, voluntary arrangement in which Emerson permits an employee to regularly work from a location outside of the Boston office for a specific and limited period of time. Telework schedules may allow the employee to work remotely up to one (1) day per week. Telecommuting is not an alternative to dependent care, taking leave, or sick time
- **Flexible teleworking** is an irregular, one-off arrangement that permits an employee to complete specific assignments off-site or work from home when convenient (e.g., to be present at home when repairs are required).

C. Policy Guidelines

Telecommuting:

Eligibility

An employee is eligible to telecommute if the employee:

- Is in good Performance standing
- Has a position with responsibilities that can successfully be performed remotely.
- Can perform their job outside of the office without placing a burden on other staff.
- Has been employed by Emerson for at least six months, or has arranged for telecommuting as a condition for employment.
- Demonstrates to the satisfaction of their supervisor the ability to:
 - 1) deliver high-quality work on time; 2) work independently; and
 - 3) maintain open and clear lines of communication with colleagues.
- Completes and submits to HR the [Telecommuting Work Arrangement Form](#). This form must be updated at a minimum every 12 month.
- All requests for teleworking should be based on the business merits, requirements, productivity and efficiency of the work and not on the merits of the reasons for the request.

Authorization

Any telecommuting arrangement must be approved by the Vice President for the given department or unit and may be terminated at the sole discretion of the College at any time with reasonable notice to the employee.

Flexible Teleworking

Eligibility

All employees who have been with the College for six months and who are in good performance standing may request a flexible teleworking arrangement.

Authorization

It is the supervisor's responsibility to coordinate the flexible teleworking schedules of their staff to ensure adequate in-office coverage.

Any flexible teleworking arrangement must be approved by the supervisor for the given department or unit and may be terminated by the supervisor at their discretion.

D. Enforcement

The supervisor is responsible for regularly managing and monitoring the employee's productivity, communication with colleagues, and success in meeting the requirements of the position. Employees and supervisors who knowingly ignore this policy will be subject to disciplinary action.

E. Working Hours and Accessibility while Teleworking

A teleworking employee must establish working hours with their supervisor. All teleworking employees are required to record time per [Emerson's Timesheet Policy](#). The employee will notify their supervisor if the employee is unable to work the established hours.

When teleworking, the employee will be responsive to communication via email, phone, and/or approved video conferencing software during the employee's established working hours. The employee is responsible for familiarizing themselves with Emerson's teleworking tools.

The employee will inform colleagues of their teleworking schedule by indicating they are "working elsewhere" in gmail and other available tools.

F. Confidentiality, Security, and Conditions

Teleworking employees will follow all Emerson policies and procedures, in addition to the following considerations:

- Per [Emerson's Intellectual Property Policy](#), work produced by an employee is the property of Emerson, and employees must ensure the security of proprietary information and Personally Identifiable Information (PII) in the employee's work location and in-transit. The employee must immediately report to their supervisor if any confidential or proprietary information has been breached.
- Teleworkers will work in a space that is safe and functional. Emerson will, at the expense of the home department, issue the employee a laptop, which the employee may use while teleworking.
- Teleworkers are not eligible for reimbursement for home internet access, home office setup, or other expenses associated with their teleworking space.

- Teleworkers may be required to come into the office or attend on-site meetings when necessary, even if such meetings fall on a telecommuting day.

At Emerson's or the supervisor's discretion, the employee may be denied the ability to telecommute and an established arrangement may be changed or terminated if it no longer meets business needs.

Special exceptions to this policy may be considered by the Vice President of the area in partnership with the SAVP of Human Resources.

The College will provide the bargaining unit an annual report including the number of unit members requesting a telework arrangement and the number of telework arrangements approved in that year.

Related Resources

- [Telecommuting Work Arrangement Form](#)
- [Telework Policy FAQs](#)

ARTICLE 17

JOB REVIEW

- A. An employee may request that Human Resources conduct a review of that employee's job. Such request for review should be based on claimed changes to the job content or duties or other requirements for the position and not based simply upon a disagreement with the compensation for the position.

A manager may also request that Human Resources conduct a review of the job of an employee who reports to that manager.

Such a review, whether initiated by the employee or manager, may include, but is not limited to:

- a. Whether the job is correctly classified as exempt or non-exempt;

- b. Whether the job description is accurate and current;
 - c. Whether the job is appropriately classified on the Emerson job matrix;
- B. The Assistant Vice President of Compensation and Benefits and the manager may consider a job review at any time. Job review may be requested by either the manager or the employee in written form addressed to the Assistant Vice President of Compensation and Benefits. The manager must be copied on all job review requests. The manager should keep the Vice President of their unit apprised. Barring very significant job changes or a departmental reorganization, an employee or manager may request a job review no more than once in an 18 month period.
- C. The Assistant Vice President of Compensation and Benefits may confer with the employee and the manager, and shall review such other information that, in the judgment of the Assistant Vice President of Compensation and Benefits, may be relevant, including, but not limited to: the employee's actual job responsibilities; the employee's skills, experience, education, and licensure or qualification; the employee's workplace and working conditions; and the job description and classification of similarly situated employees at the College.
- D. The Assistant Vice President of Compensation and Benefits will make a written recommendation to the employee's manager and the Vice President of their unit. Normally the Assistant Vice President of Compensation and Benefits will make the recommendation within ten (10) business days of a request for job review.
- E. Within five (5) business days of the date of the Assistant Vice President of Compensation and Benefit's recommendation, the manager will notify the Assistant Vice President of Compensation and Benefits in writing whether the manager supports the Assistant Vice President's recommendation or not, and why. The manager's opinion may influence, but does not determine, the Assistant Vice President's ultimate response to the review request. The Assistant Vice President, after considering the manager's opinion, will then finalize the review within ten (10) business days of receipt of the manager's opinion and notify the manager. The manager then informs the employee of the decision.

If the employee or the manager does not agree with the conclusion of the Assistant Vice President of Compensation and Benefits, either or both may appeal that conclusion in writing to the Senior Associate Vice President for Human Resources within five (5) business days of the date the employee was notified of the Assistant Vice President's conclusion. An employee who appeals the decision may have a Union representative present at any meeting to discuss the appeal. Normally, the Senior Associate Vice President for Human Resources will decide the appeal within ten (10) business days. Before issuing a decision, the Senior Associate Vice President will also consult with the unit Vice President. The decision of the Senior Associate Vice President for Human Resources is final and is may be grieved to Step 2 of the grievance procedure but is not a subject for arbitration.

- F. Writing, as used in this Article, may include email.
- G. Any final decision on modifying the job may or may not result in an increase in compensation at the discretion of the Assistant Vice President for Compensation/Benefits. Such decisions are not grievable. However, it is provided that no employee's salary or wage rate will be reduced as a result of such a review.
- H. The Union will be informed of the Senior Associate Vice President for Human Resource's final job review decision; any final changes to jobs; and, where relevant, any adjustments to salary within seven (7) business days of that decision.
- I. The College will not change the title of any unit member's position for the purpose of removing them from the bargaining unit. No unit member will be removed from the bargaining unit simply because of a change in the employee's title.
- J. The College will advise the Union of any title changes for any bargaining unit member within seven (7) business days of such change.

ARTICLE 18

PERFORMANCE EVALUATION

- A. The annual performance evaluation assesses the employee's performance measured against the articulated goals and job duties assigned or outlined in the employee's Position Description. In addition, the evaluation may, but is not required to, take into account work that may not be specifically listed in the Position Description. The current process will stay in place for FY18 and FY19
- B. The parties agree that the process is of mutual concern to both management and the employees. It is important that employees have confidence in the process. Accordingly, following the ratification of this Agreement, Human Resources will work to develop a new performance management process. A committee comprising representatives of Human Resources, SEIU-represented staff and non-represented staff will collaborate with the HR team, give feedback, and contribute to the development of the performance management process. Human Resources will decide on the size of the Committee; the Union will have representation on the Committee proportional to the percentage of unit members to the non-faculty staff at the College (at least one union member). The committee will meet at reasonable times determined by Human Resources and any bargaining unit member who participates will receive paid release time for such committee work. The College will retain final approval of the performance management process following consideration of the Committee's recommendations. The new process will be introduced in July 2019.
- C. As part of the final performance management process, staff will be able to provide documented feedback to managers that will be considered in the manager's annual review.

ARTICLE 19

REDUCTIONS IN FORCE AND RECALL

A. A reduction in force occurs when an employee is laid off due to one or more of the following factors:

1. Budget shortfalls or financial considerations;
2. Elimination or consolidation of positions;
3. Program changes or curtailment;
4. Decision by the College not to support or reapply for a grant renewal;
5. The loss of a grant, in whole or in part.

In all cases, the College will determine the extent and magnitude of any reduction in force, including the areas, departments, job titles and number of positions affected. This article does not apply to introductory evaluation employees nor does the article apply to terminations for cause or for unsatisfactory performance reasons. Layoff shall not be subterfuge to avoid terminating employees for cause but performance can be a consideration in deciding which employees in a given department might be laid off, per Section D below.

B. The College shall notify the Union office, the Chief Steward(s), and the affected employees in writing as soon as possible when a reduction in force is to take place. Said notice will be either hand delivered directly or mailed return receipt requested no less than sixty (60) days prior to the implementation of the reduction in force/lay-off. This notification shall identify the unit, the shift, the hours and the employee job titles which will be impacted by this action. This notice period does not apply to layoffs necessitated by loss of grant funding. In such cases, the College shall advise the employee as soon as it is known that the grant under which the employee works will terminate.

Within 10 days of notification of the planned reduction in force, the Union may request a meeting with the College to discuss the layoff decision and its impact on employees. If such a request is made, the parties will meet within 10 days of the Union request.

C. Subject to the College's operational needs, The College will lay off in the following order:

1. Temporary employees
2. Student Employment positions
3. Part-time employees, unless such part timer has a requisite skill that cannot be filled by a full time employee
4. Full-time employees

If, in the judgment of the College, the documented skills, abilities or performance of the employees in a job title are equal, the College will then lay off the least senior full time employee in the affected job title.

D. An employee who is laid off will be placed on a recall list for one (1) year from the date of termination of employment and will be recalled in order of seniority within the job title if a vacancy occurs at the College in the employee's job title within one (1) year following the layoff.

An employee on recall may apply for other open positions for which they are qualified. Such employee will be given due consideration for such positions and, if qualified, will be given an interview for the open position.

Laid-off employees covered under this clause shall be notified of recall by certified mail, return receipt requested, to their last address on record and via telephone and email, and must respond within fourteen (14) days of notification. It is the responsibility of the laid-off employee to notify the College of any change of mailing address, phone number and email address. An employee who has been displaced retains full recall rights to their former position either while on layoff or while working in another position for the College.

E. Grant positions shall have a specific end date listed for the job posting, and the employee must be notified of such.

Where possible, an employee who is notified of lay off may request consideration for a transfer to a vacant position with the same title or similar responsibilities within the College. The College will consider such request and will make the transfer where the employee is otherwise qualified.

- F. Laid off employees who exercise their COBRA rights shall have the first two months paid by the College at the same premium contribution rate as if the employee were still employed.

ARTICLE 20

COMPENSATION

A. Salary adjustments for FY 18

- a. Effective October 1, 2017, eligible unit members shall receive an across the board increase in base salary of 3.0%. Employees eligible for such increases must have been employed by the College on or before March 31, 2017 and must still be employed in the bargaining unit on the date of ratification.
- b. In addition to the base increase provided in Section (a) above, each member of the bargaining unit employed in the unit on the date of ratification shall receive a one time bonus of \$250 less appropriate tax deductions.
- c. Market

Effective upon ratification, and after the distribution of the across the board increases provided for in Section 1 (a) above, any unit member who is still paid below the 40th percentile in their grade based on the College's prior compensation survey (i.e. the 2013 survey) will be moved to the 40th percentile retroactive to January 1, 2018.

In addition, the parties acknowledge that the College is conducting another compensation survey which will be completed in 2018. Once raises for FY 18 have been made and after increases on October 1, 2018 have been made, any unit member who is still paid below the 40th percentile in their grade based on the 2018 compensation survey will be moved to the 40th percentile. Such adjustments will take effect no later than January 1, 2019.

B. Salary adjustments for FY 19

Effective October 1, 2018, eligible unit members shall receive an across the board increase in base salary of **3.30%**. Employees eligible for such increases must have been employed by the College on or before March 31, 2018 and must still be employed in the bargaining unit on October 1, 2018.

C. Salary increases for FY 20

Effective October 1, 2019, eligible unit members shall receive an across the board increase in base salary of **3.6%**. Employees eligible for such increases must have been employed by the College on or before March 31, 2019 and must still be employed in the bargaining unit on October 1, 2019.

D. Salary increases for FY 21

Effective October 1, 2020, eligible unit members shall receive an across the board increase in base salary of **3.9%**. Employees eligible for such increases must have been employed by the College on or before March 31, 2020 and must still be employed in the bargaining unit on October 1, 2020.

- E.** Nothing in this Agreement shall preclude the College from providing individual wage or salary increases to members of the bargaining unit in excess of the amounts specified in this Article at any time, provided that such increases are for the purpose of countering, matching, or exceeding bona fide offers from other institutions. The Union shall be notified in writing of the increase before the increase goes into effect.

Further, nothing in this Agreement shall preclude the College from providing one-time, non-continuing salary money for rewarding outstanding professional contributions to the College. The Union shall be notified in writing of the amounts paid and of the specific reasons for the award before it is awarded.

It is understood that while the College retains the right to award wage or salary increases under this section, as indicated, it shall not be under any obligation to make such awards. Any awards made under this section shall not come out of any of the negotiated pools of money under this Article but shall be in addition to such negotiated amounts.

- F. Any salary increases beyond those awarded for FY 21 will be the subject of successor contract negotiations.

ARTICLE 21

BENEFITS AND TIME OFF ARTICLES

- A. The College offers a variety of benefits to its employees. The following represents a summary of such benefits only. Details and other requirements for such benefits are available through Human Resources.

B. Retirement Plan.

1. Voluntary Plan – 403(b) Tax Deferred Annuity Plan: The College provides for a 403(b) Tax Deferred Annuity Plan for full time employees and part time employees who work 20 or more hours a week. This is a 100% voluntary contribution plan for the employee.
2. Mandatory Plan: The College provides benefits through a 403(b) tax-deferred defined contribution plan. An employee who meets the eligibility requirements must contribute, as a condition of employment, 3% of base salary on a pre-tax basis in order to receive the College's 9% match. Upon enrollment, all contributions are 100% vested.

Full time and part time employees who work 26 or more hours a week are eligible for the College's match after two full years of employment with the College. Part time employees who work at least 20 but less than 26 hours a week are eligible after two full years of employment with the College provided they work at least 1000 hours a year.

For staff employees, the College provides credit towards participation in its matching retirement plan based on previous employment at other accredited, degree-granting colleges and universities. The new employee

must complete a Verification of Service Credit Form that they had been employed by another higher educational institution for at least two years, at least 1000 hours per year, and that this employment immediately preceded their employment at Emerson College (within 120 days).

The current administrator of the plans is Transamerica. The College reserves the right to change administrators at any time in its discretion.

C. Health and Dental Insurance.

For full time and part time employees who work 20 or more a week, the College provides health insurance coverage through Harvard Pilgrim Health Care. Employees can select from Harvard Pilgrim an HMO, PPO and a High Deductible PPO plus HSA plan.

New employees are eligible for such coverage under these plans on the 1st of the month following the date of hire. The College pays 75% of the premium for such coverage and the employee pays 25% of the premium. Details of the plans are available in Human Resources.

During the life of the Agreement, the College will explore the option of an employee plus-one plan, including the costs of providing such a plan. It will report on its findings to the Union.

OptimumRx provides prescription coverage for employees enrolled in Emerson's medical coverage. The Harvard Pilgrim ID cards mailed to new members include OptumRx coverage information. Drugs are classified under OptimRx's Tier system with various copays. It is recognized that from time to time the carrier may add or remove individual prescription drugs from one tier to another.

For full time employees and for employees who work 20 or more hours a week, the College provides dental insurance coverage through Delta Dental of Massachusetts. New employees are eligible for such coverage on the 1st of the month following the date of hire. The College pays 100% of the premium for individual employee coverage. For family coverage, the employee pays the difference in premium between individual coverage and family coverage. Details of the plan are available in Human Resources.

The College reserves the right to change the medical plan, dental plan or prescription drug carriers at any time at its discretion.

The College further reserves the right to remove a plan at the end of the plan year or add other plans at its discretion and to modify any of its offered plans in negotiations with the carrier in an effort to lower premium increases. Any changes to such plans shall be reviewed with the Union prior to implementation. In the case of a removal of a plan, the College will negotiate with the Union over the impact of such removal on employees.

D. Short term Disability.

The College provides short-term disability (STD) insurance for all full-time and part-time employees who work 20 hours or more a week. An employee is eligible for STD after completing three (3) months of employment with the College. The insurance provides that, following 14 consecutive days of disability, the College will continue to pay 60% of salary up to 180 days. The College pays 100% of the premium for STD coverage.

Part time employees who work less than 20 hours a week are not eligible for STD.

The current short-term disability plan is a self-insured, salary continuation program. The College reserves the right to change from a salary continuation plan to an insured plan at any time in its discretion.

E. Long term Disability

The College provides long term disability (LTD) insurance for all full time and part time employees who work 20 hours or more a week. An employee is eligible and may apply for such insurance after six months of employment with the College. The insurance provides, following six months of disability, a monthly income of 60% of base salary up to insurance certificate maximum. Duration is based on the age at the disability. The College pays 100% of the premium for LTD. Part time employees who work less than 20 hours a week are not eligible for LTD.

The College reserves the right to change the carrier at any time in its discretion.

F. Group Life Insurance

The College provides basic group life insurance for all full time and part time employees who work 20 hours or more a week. The amount of the insurance is equal to twice the basic annual salary to a maximum of \$700,000. An employee is eligible for Group Life Insurance the 1st of the month following the date of hire. The College pays 100% of the premium.

Part time employees who work less than 20 hours a week are not eligible for Group Life Insurance coverage.

The College reserves the right to change the carrier at any time in its discretion.

G. Workers Compensation

The College provides workers' compensation insurance for all employees upon employment with the College. Compensation is 60% wage replacement for on-the-job injury or death

H. Insurance Contracts.

It is understood that when the College does not itself operate said insurance programs but maintains policies or contracts with insurance carriers or companies which administer these programs, the benefits under such program shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to grievance or arbitration under this Agreement.

I. Tuition Benefits

1. The College offers certain tuition benefits for full and part time employees who work 26 hours or more a week, their spouses and their dependent children. Eligibility for such tuition benefit begins at the next registration period for an employee or the employee's spouse, and after two years of employment at the College for the

child of an employee. The College will pay 100% of the tuition as follows:

- a. For full time employees: Up to 8 credits per semester and enrollment fees for Emerson College courses, or undergraduate course through the Pro-Arts Consortium
 - b. For the spouse of a full time employee: Up to 4 credits per semester for Emerson College courses
 - c. For the dependent child of a full time employee: Assuming acceptance into Emerson College, full tuition for any of the College's degree programs.
 - d. For the dependent child of a part time employee working 26 hours or more a week: Assuming the acceptance into Emerson College, the College will pay a pro-rated amount of the tuition for any of the College's degree programs.
 - e. Dependent eligibility is subject to compliance with IRS regulations.
2. The College also participates in a Tuition Exchange Program with certain other institutions. To participate in the Tuition exchange program an employee must be employed by the College for 2 years. Details of such program can be obtained through Human Resources and at www.tuitionexchange.org.
 3. The parties specifically agree that the College may modify the tuition benefit program in any way, including but not limited to reduction or increase in coverage or altering employee benefits or payments under such programs. Any such amendment and/or change in the programs encompassed in this Article that are implemented for other non-Union employees of the College shall apply to employees covered by this Agreement.

J. Days Off and Leave Provisions

1. Holidays

- a. The College celebrates the following **major** holidays.

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day (Effective 2020)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

b. The College celebrates the following **non-major** holidays

Friday after Thanksgiving

Winter Intersession of five (5) days over the Christmas to New Year's week.

The specific dates for such Intersession will vary from one year to the next.

c. Pay for Major College Holidays

- i. On major College holidays, employees will generally not be required to report to work and the College will pay them for their regularly scheduled hours at their regular rate of pay.
- ii. If a non-exempt employee is required to come to work on a major holiday, h/she will be paid their regularly hourly rate for hours worked that day plus time and a half pay

for any hours worked on that day. Exempt employees do not receive additional pay.

d. Pay for non-major holidays

- i. On non-major College holidays, employees will generally not be required to report to work and the College will pay them for their regularly scheduled hours at their regular rate of pay.
- ii. If a non-exempt employee is required to come to work on a non-major holiday, h/she will be paid their regular hourly rate for hours worked that day plus their regular rate of pay for any hours worked on that day.

- e. Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

2. Vacations

- a. All employees must obtain their immediate supervisor's approval before taking vacation time. While supervisors will ordinarily approve reasonable vacation requests, supervisors may deny a request for vacation at a specific time or for an extended period of time, based on the department or unit's operational needs.
- b. Non-Exempt Employees shall earn vacation time in accordance with the following schedule:

Less than 10 years' of service at the College: 1.25 days per month

Ten (10) or more years' of service at the College: 1.83 days per month

Part time non-exempt employees will earn vacation according to the above schedule but on a pro-rated basis.

- c. Exempt Employees shall earn vacation time in accordance with the following schedule:

Upon date of hire, 1.83 days per month

Part time exempt employees will earn vacation according to the above schedule but on a pro-rated basis.

- d. Employees may only accumulate up to 25 vacation days.
- e. When a paid holiday or other day when the College is closed falls within an employee's vacation time off, that day is not counted as a vacation day and is not deducted from the employee's accrued vacation time.
- f. Vacation pay is not given in lieu of taking a vacation. An employee will be paid for accrued but unused vacation time upon termination from employment. In the case of an employee's death, any accrued but unused vacation time will be compensated to the estate of the employee.
- g. Vacation time is accrued following one month of service. Exempt employees vacation accruals are posted on the 15th of the month following the completion of a month of service. Non-exempt employee vacation accruals are posted on the 3rd pay period of the month following the completion of a month of service.
- h. Employees who are not required to be present when students are away do not accrue vacation time during this period.
- i. Employees who do not work a full calendar year do not accrue

vacation during the months they are not at work.

- j. The minimum amount of time an exempt employee may use as paid vacation time is one-half of a regular work day. The minimum amount of time a non-exempt employee may use is two (2) hours.
- k. During the first year of employment, employees may request up to 5 days of vacation time in advance of their accrual with manager approval.
- l. An employee who has exhausted their sick leave may use accrued vacation time for absence from work due to personal illness.

3. Sick Days

- a. Full time employees shall earn sick time in accordance with the following schedule:

Less than five (5) years' of service at the College: 1.25 days per month

Five (5) or more years' of service at the College: 2.50 days per month

Part time employees who work at least twenty (20) hours a week will earn sick time according to the above schedule but on a pro-rated basis.

- b. Employees may only accumulate up to 90 sick days.
- c. An employee may use up to seven (7) of their sick days per fiscal year to care for their sick child, spouse/domestic partner or parent.
- d. The minimum amount of accrued paid sick time that an exempt

employee can use is one-half of regular work day. The minimum amount of accrued paid sick time that a non-exempt employee can use is 15 minutes.

- e. Sick time is accrued following one month of service. Exempt employees sick time accruals are posted on the 15th of the month following the completion of a month of service. Non-exempt employee sick time accruals are posted on the 3rd pay period of the month following the completion of a month of service.
- f. Accrued but unused sick time is not paid out to employees upon the conclusion of employment.
- g. Employees who are absent from work due to illness/accident must contact their supervisor by either email, text, or phone at least two hours prior to the beginning of their work period. If unable to reach the supervisor, the division or department head must be contacted. When an employee is absent for five or more consecutive days, or exhibits a pattern of excessive absences, or has a pattern that may indicate abuse of sick time, (such as absences on Fridays or Mondays), the employee may be required to provide Human Resources with a doctor's note supporting the absences.
- h. Any medical leave that an employee takes for a serious medical condition will be counted towards the twelve (12) week leave entitlement under the FMLA.
- i. Employees may not use sick days as a substitute for vacation or personal days or to extend vacation periods.

4. Personal Days

- a. Full time employees are entitled to three (3) paid personal days per year, which are accrued on the employee's anniversary date of hire. Part time employees who work a minimum of 20 hours a week accrue such days on a pro-rata basis.
- b. Employee's use of personal days must be pre-approved by the supervisor or division/departments head, except for emergencies.
- c. Personal days may not be carried over from year to year and will expire one year after the date when granted, if not used.
- d. If an employee fails to use all of their personal days, those days expire and the employee is not entitled to pay for such days. Similarly, employees are not entitled to payment of any unused personal days at the conclusion of employment.
- e. Exempt employees may elect to utilize personal days in either increments of one half of a regular work day or in whole day increments. Non-exempt employees may use this leave in 2 hours increments.

5. Bereavement Leave

The College recognizes the significance and importance of providing bereavement leave related to the death of a family member, life partner or pet. Therefore, the College grants all regular full-time or part-time staff employees paid leave of up to five (5) days upon the death of a parent, family member or life partner, whether married or unmarried. In the event of the death of a pet, an employee may take three (3) bereavement days. For purposes of this policy, a parent is defined as the biological parent, legal guardian, or relative who served in the role as the employee's parent prior to adulthood. Family members may include grandparents and relatives related by marriage or household. Employees should make arrangements for bereavement leave with their manager. Exempt employees should record

time taken in their eCommon Leave Report or successor system. Non-exempt employees should record the leave on their timesheets.

6. Jury Duty

If an employee is summoned for jury duty, the College will pay the employee the difference between the normal rate of pay and the amount the employee is paid for appearing for jury duty, up to eight hours a day. In order to receive such pay, the employee must furnish his or her supervisor with documentation from the court of jury duty and the amount paid to him/her by the court.

7. COMMUTING

The College will provide each bargaining unit member working 20 hours or more per week with a subsidy of \$84.50 per month that may be applied to MBTA subway, local bus systems or commuter rail costs. This benefit does not apply to those employees who are eligible for and elect subsidized parking.

ARTICLE 22

SHARED SICK TIME PROGRAM (Sick Bank)

The Shared Sick Bank will take effect two (2) months after ratification of the Agreement

- The program is strictly voluntary
- The employee must authorize in writing all contributions or withdrawals
- Employees must work a minimum of 20 hours per week to participate

- Use of the sick bank is for a catastrophic illness or injury of the employee or of an immediate family member. “Catastrophic illness or injury” is defined as: A severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee 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.
- Employees must maintain at least eighty hours (80) or 10 work days of sick time in their bank after donation.
- Employees can donate sick time at the annual open enrollment period in February.
- If the Sick Bank falls below 800 hours, there may be a second open enrollment period. There will be no more than two open enrollment periods in any 12 month period.

Eligible members may donate a maximum of twenty-nine (29) hours for those working at 36.25 hour week or thirty two (32) hours-for those working a forty (40) hour work week, equivalent to four (4) full days of their full-time equivalent schedule or four (4) sick days of their accrued and unused sick time annually.

- Employees who request a Withdrawal from the bank:
 - Must be on or have been on approved medical leave within the last 30 calendar days and must provide appropriate medical documentation supporting the need for a leave.
 - Must have exhausted all accrued paid time off (vacation, sick and personal) leave

- Have not received donations in the past twelve (12) months or one year from the date of withdrawal request. ¶
 - May withdraw a maximum of 160 hours per calendar year
- The assessment of whether or not an employee has a catastrophic illness or injury and the final decision to grant the withdrawal of days will be made by an independent outside vendor.
- Employees must accurately record the use of paid time off. If the College finds that an employee has inaccurately recorded time to be delinquent after two previous requests to properly record time or to have engaged in a pattern of inaccurate reporting, the College will suspend the employee's participation in the Sick Bank and the College will adjust that employee's paid leave balance to be an accurate record to that employee's paid leave accrual and use.
- When allocating shared sick time, the College will give priority to those who have no other means of compensation over those employees who have requested shared sick time to supplement their short-term disability benefit pay.
- Participation ceases upon employment termination and donated sick time will remain in the shared bank.
- The College will report to the Union on an annual basis the following information:
 1. Hours remaining in the Shared Sick Bank.
 2. Number of applications requesting Shared Sick Bank hours that year
 3. Hours-requested per application and hours actually approved.
 4. An aggregate report of how many applied for the Bank; how many were approved and how many were rejected.

- During the term of this contract, if the Sick Bank falls below 960 hours, the College will notify the Union. During the term of this contract, if the number of hours in the Sick Bank fall below 800 hours more than two (2) times, then the Union may reopen negotiations regarding this article to address issues pertaining to amounts of donation time, who may do so and frequency of donations.
- Two months following ratification of the contract there will be an open enrollment period to kick off the program. After that, the enrollment period will be in February.

ARTICLE 23

PARENTAL LEAVE

Effective with ratification of this Agreement, the College shall implement parental leave for all bargaining unit 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.

Employees who have worked for the College for a minimum of twelve (12) months or 1250 hours in the last twelve (12) month period prior to the leave are eligible for parental leave. If two Emerson employees are applying for Family Medication Leave Act/Massachusetts Maternity Leave Act (FMLA/MMLA) for the birth/adoption of the same child, both parents will be entitled to FMLA/MMLA. There will be a continuation of benefits during all FMLA/MMLA leaves.

- The Parental leave policy will treat same-sex and non-same sex couples equally.
- All Parents

The first two weeks of Parental leave will be paid using the employee's accrued, unused sick, personal and then vacation time.

Week three through twelve (3-12) will be paid at 60% of the employee's regular rate of pay.

For weeks three through twelve (3-12), an employee may use accrued, unused personal and then vacation time to supplement the 60% pay up to 100%.

- A pregnant employee may begin her FMLA-covered parental leave prior to her due date as medically necessary and supported with medical documentation. A non-birth parent may begin parental leave prior to the birth, adoption or foster care of the child. This time is considered and treated as part of the parental leave.
- Birth and non-birth parents (subject to the special provisions pertaining when both parents are Emerson employees, below) are eligible for Parental Leave for each occurrence of birth, adoption or foster care.
- Leave related to birthing a child as a surrogate is covered under Medical Leave.
- Still births, when supported by medical documentation, are covered under Medical leave.
- If both parents work for Emerson, FMLA allows for an aggregate of 12 weeks of leave. Emerson will allow a maximum of 16 weeks for parents to share with one parent taking NO MORE than 12 weeks. Leaves may be taken concurrently or subsequently.
- Parental leave may be followed by a medical leave under the College's medical leave policy when supported by medical necessity and accompanied by documentation.
- As required by law, College employees on FMLA approved leave will continue their regular benefits and associated deductions. While on unpaid FMLA leave, employees may continue their health at their current contribution rates if they meet the criteria set forth in the Affordable Care Act. If the employee does not meet the requirements, they may continue

coverage and will be responsible for paying 100% of the premium directly to the College.

Employees on Parental Leave will be accorded whatever rights they may have under the FMLA and MMLA regarding a return to their position at the conclusion of the leave.

ARTICLE 24

TEACHING BY UNIT MEMBERS

- A. From time to time, certain members of the bargaining unit may engage in teaching College courses. For some members of the unit, such teaching is an integral expectation of their job responsibilities. For others, it is additional voluntary work.
- B. For those unit members whose job description specifically states in writing that teaching a course or courses is an expectation of their job, there shall be no further compensation for such teaching beyond their base salary.
- C. For those unit members who do not have teaching as a requirement of their job, and who in addition to their regular job, seek to teach and are approved to do so after review, the following provisions apply:
 - a. Only professional staff in an exempt status are eligible to teach courses at the College.
 - b. Such teaching is voluntary with no expectations that it become a continued activity.
 - c. The teaching opportunity must be outside the employee's regular hours of work.
 - d. There is no expectation that any unit member will be offered a course to teach.

- e. The employee must be approved for a part-time faculty teaching contract after a review of qualifications and experience by Academic Affairs.
 - f. The employee must be teaching registered Emerson College students.
 - g. After the review by Academic Affairs, Human Resources must review and approve all teaching assignments prior to the beginning of each assignment.
- D. When all such provisions of Section C are met, a staff member will receive additional compensation for such teaching and will be paid the entry level salary in accord with the salary chart in the Affiliated Faculty union collective bargaining agreement. (Step 1 of the appropriate discipline column). 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

- A. In the event of severe weather conditions or emergency situations, the College may delay its opening or close. In the event the College closes its operations for all or part of a day, the College will decide which employees, if any, will be required to physically come to work at the campus because of their essential job functions. The supervisor or manager will provide as much notice as possible, normally with a minimum of three (3) hours depending on the nature of the closing, to an employee who is asked to report.
- B. Notwithstanding section one, if the Governor declares a state of emergency for Boston, no employee will be required to physically report to the campus for work while the state of emergency exists.
- C. Personal safety is the first priority in weather-related closings. If an employee feels it is unsafe to travel to the campus due to weather, the employee must notify their supervisor immediately. In such cases, if the

College is open, the employee must elect to use a vacation day, personal day or unpaid leave for the day. Decisions not to travel to campus due to severe weather will not be penalized.

- D. If a non-exempt employee is required to come to the campus to work when the College has closed operations, such employee will be paid time and one half for any hours worked that day.
- E. Overnight lodging will be provided if needed in severe weather situations for any employee the College requires to report to campus under this Article.
- F. At the start of each academic year, the College will provide the Union with a list of those job titles that carry functions that may be deemed essential during a school closing. Employees holding such positions understand that they may be asked to come to campus to work during school closings. New employees will be notified upon hire if their job title carries essential duties.

ARTICLE 26

OUTSIDE EMPLOYMENT POLICY

Employees agree to abide by the following Outside Employment Policy:

Objective

Emerson recognizes that some employees may need or want to hold additional jobs outside their employment with Emerson. Employees are permitted to engage in outside work or hold other jobs, subject to certain guidelines based on reasonable business concerns.

Emerson applies this policy consistently and non-discriminatorily to all employees, in compliance with all applicable employment and labor laws and regulations.

Procedures

Emerson employees must notify their supervisors of their intent to engage in outside employment. The employee seeking outside employment is required to meet with their supervisor and summarize in writing the nature of the outside work, the responsibilities, the time commitment and the employee's acknowledgment that the employee will abide by this policy. The supervisor will

share the memo with their Human Resources Business Partner and it will be maintained in the employee's personnel file.

Policy

1. Work-related activities and conduct away from Emerson must not compete with, conflict with or compromise the College's interest or adversely affect the employee's job performance and the employee's ability to fulfill all responsibilities to Emerson. Employees may not make unauthorized use of any College tools or equipment and/or unauthorized use or application of any College confidential information. In addition, employees may not solicit or conduct any outside business during work time for Emerson or on Emerson property.
2. Emerson employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment is not an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with job-related problem(s).
3. Employees who have accepted outside employment may not use College paid leave to perform work on the outside job.
4. Fraudulent use of Emerson sick leave or an employee's refusal to discontinue outside employment after being requested to do so by their supervisor, or the Human Resources department will result in disciplinary action up to and including termination of employment.

ARTICLE 27

CREDIT FOR PAST SERVICE

- A. Bargaining unit members who leave and return at a later date and are rehired by the College are eligible under Section C below for an adjusted service date for the purposes of determining personal and vacation time, FMLA, disability, tuition remission for dependents and any other service award programs.

Prior service as a College employee will not apply to sick time calculations, retirement plans or compensation.

- B. Non-agency temporary employees who have worked for the College for six months or less and who are then immediately hired as a bargaining unit employee are eligible for an adjusted service date for the purpose of determining sick and vacation time, FMLA eligibility, retirement benefits, disability, tuition remission for dependents and any other service award programs.

Service as a temporary employee will not apply to compensation increases.

C. Calculating Service Credit

- a. Former employees of the College who are rehired may be eligible for service credit based on the following:

<u>Prior Length of Service</u> <u>Service</u>	<u>Allowable Break in</u>
Between 31 days and one year	none
Between 1 year and 10 years	Up to 2 years of break in service
Between 10 years plus 1 day and 20 years	Up to 3 years of break in service
Between 20 years plus 1 day and longer	Up to 4 years of break in service

- D. At the ratification of the agreement, with respect to temporary Emerson employees, who have been at Emerson continuously as temporary employees, for more than six months the College in its sole discretion will either 1) end their temporary assignment with Emerson; 2) set a defined period when their temporary status will end; or 3) convert the employee to regular employee status. The College's decision to either end, define a period, or convert the status of a temporary employee is not subject to the grievance and arbitration provisions of this Agreement. If they become regular Emerson part-time or full-time employees, they will receive service credit for the amount of time they worked, up to a maximum of two years.

1. Service credit will apply to tuition remission and tuition exchange for dependents and eligibility under the Emerson mandatory retirement plan. In addition, they will receive up to 2 years maximum service credit for the accrual of sick, vacation, and FMLA (subject to eligibility rules).
2. Eligibility for STD, LTD and tuition remission is prospective from date of hire. Eligibility for medical, dental and flexible spending begins on the first day of the month following date of hire as a regular employee.

ARTICLE 28

STAFF DIVERSITY AND INCLUSION

Emerson Staff Union is committed to increasing the diversity of our staff and fighting micro-aggressions committed against or by its members.

- A. The College will include data on the diversity of the Emerson Staff in the Emerson FactBook. They will present that data in the same way it is currently presented on faculty under *Trends in Faculty by Race/Ethnicity, School AND Full-Time Faculty by Rank, Gender, and Department Trends* sections.
- B. The College currently has a channel for anonymous bias incidents reporting. The College will share with the Union the annual report on bias incidents prepared by the Center for Social Justice.

ARTICLE 29

PAST PRACTICES

All past practices shall end with the execution of this Agreement.

ARTICLE 30
NO STRIKE NO LOCKOUT

- A. The Union agrees that during the term of this Agreement, or any renewal thereof, there shall be no strikes, including sympathy strikes, slowdowns, work stoppages or any other form of interference or interruption with College operations, by or on behalf of the Union or the employees.
- B. The College agrees that during the term of this Agreement or any renewal thereof, it will not engage in a lockout of employees.
- C. The College may impose disciplinary action, including discharge, upon any or all of the employees involved in activity that violates this Article.

ARTICLE 31
SEPARABILITY OF PROVISIONS

- A. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement each party had the unlimited right and opportunity to make proposals on matters and issues of interest to the Union, to the employees and to the College pertaining to wages, hours and conditions of employment, and that the understandings and agreements arrived at by the parties during the course of said negotiations are fully set forth in this Agreement.
- B. The Union, the employees and the College agree that during the term of the Agreement, the parties shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the College nor the Union shall be obligated to negotiate with respect to any matter pertaining to wages, hours, or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

- C. No addition to, alteration, modification, practice or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by this College and the Union after the execution of this Agreement.
- D. Should any Article or provision of this Agreement be found to be unlawful or in violation of law by any State, Federal or Local Agency or court with jurisdiction, those Articles or provisions will become null and void, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 32

DURATION

This contract shall be effect as of (date of ratification) and shall continue in full force and effect until midnight September 30, 2021 and thereafter from year to year, unless terminated by notice in writing given by either party to the other not less than sixty (60) days prior to the expiration date set forth above, or the end of any subsequent year to the existence of this Agreement.

DATED this 15 day of June, 2018

SIDE LETTER:

Notwithstanding any provision of Article 24, Teaching by Unit Members, the following five employees will receive a \$500 stipend whenever they teach a course as part of their employment:

Keith Cornelius

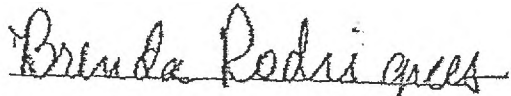
Sarah Spollett

Richelle Devereaux-Murray

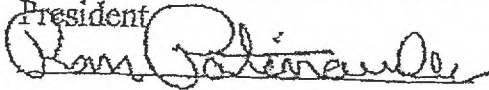
Joe Keener

Ron Demarco

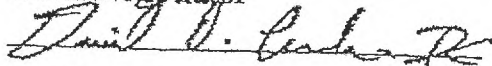
For SEIU Local 888



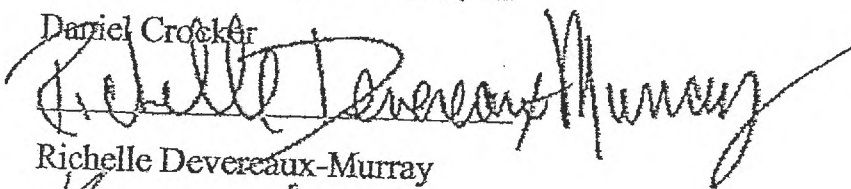
Brenda Rodriguez, SEIU, Local 888
President




Ron Patenaude, SEIU, Local 888
Chief Negotiator



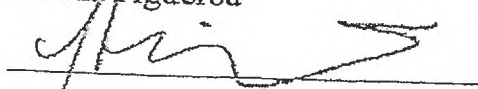
Daniel Crocker




Richelle Devereaux-Murray



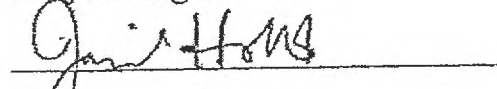
Korina Figueroa



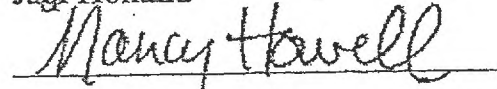
Hugh Gilbert



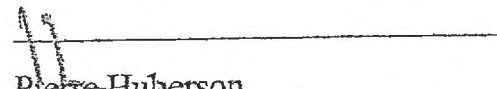
Shaylin Hogan



Jagi Holland



Nancy Howell



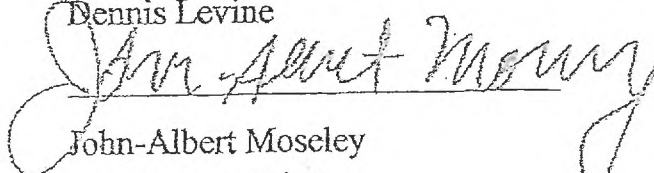
Pierre Huberson



Elbert Lee



Dennis Levine



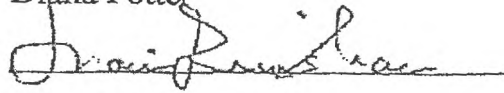
John-Albert Moseley

For Emerson College

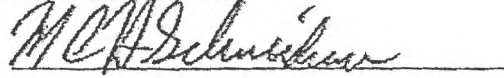


Lee Pelton
President

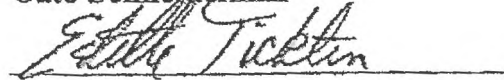
Diana Potter



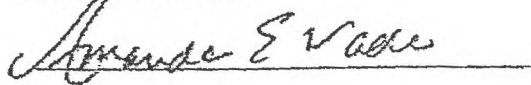
Marie Rimshaw



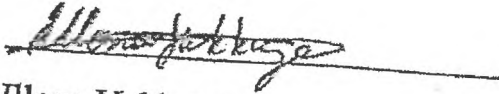
Cate Schneiderman



Estelle Ticktin



Amanda Wade



Illona Yukhayev