

**COLLECTIVE BARGAINING AGREEMENT**

**EMERSON COLLEGE**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 888**

**NOVEMBER 30, 2022 THROUGH DECEMBER 31, 2025**

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## **PREAMBLE**

AGREEMENT made and entered into as of November 30, 2022 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**

- A. Emerson College hereby recognizes the Service Employees International Union, Local 888, as the exclusive bargaining representative of Employees in the following three bargaining units:
1. Academic Affairs, as certified by the National Labor Relations Board in Case Number 1-RC-171747 (April 15, 2016).
  2. Information Technology, as certified by the National Labor Relations Board in Case Number 1-RC-174017 (May 11, 2016).
  3. Communications and Marketing, as certified by the National Labor Relations Board in Case No. 1-RC-173975 (May 11, 2016).
- B. The Union and the College recognize that opportunities may arise for the College to hire individuals to work remotely outside of Massachusetts in positions covered by this Agreement. The Union and the College also acknowledge that the National Labor Relations Board certified the bargaining units covered by the parties' collective bargaining agreement ("Agreement") as certain employees "employed by Emerson College in Boston, Massachusetts" (referred to herein as "Employees"). The College and the Union disagree on the interpretation of this language as it applies to individuals employed by the College to work outside of Boston, Massachusetts in positions covered by this Agreement. Notwithstanding, the College and the Union agree it is mutually beneficial to consider such individuals to be Employees and agree as follows:
1. All such Employees shall be bargaining unit members subject to the Union Security requirements of Article 4 unless otherwise prohibited by the National Labor Relations Act.
  2. All such Employees shall receive all those benefits as provided under the Parties' Agreement with the following exceptions:
    - 2.1. The Employer shall at its discretion provide health insurance, dental insurance, prescription coverage with premium cost-sharing it deems appropriate.

- 2.2. The Employer will not deny a request for FMLA leave from an Employee employed by the College to work outside of Boston, Massachusetts on the basis that they are not employed at a worksite within 75 miles of Boston.
3. The Employer agrees that job postings for potential out of state positions for Employees in the bargaining unit will indicate a preference for Employees who work within commuting distance of an Emerson physical location.

**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. Employee: A member of one of the three bargaining units for which the College has recognized the Union as the exclusive bargaining representative pursuant to Article 1 of this Agreement.
- D. Regular Full-time Employee: A full-time Employee works a minimum of 36.25 hours per week on a regular basis.
- E. Regular Part-time Employee: A part-time Employee works less than 36.25 hours per week on a regular basis.
- F. 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 the length of the replacement employment.
- G. 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 policies which have provisions that may affect working conditions. If there is a specific conflict between such 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 30<sup>th</sup> 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 30<sup>th</sup> 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 regular or electronic 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 regular or electronic 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 Chief Human Resources Officer 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. The Union will provide all Employees a copy of a link to an electronic copy of the Union's payroll deduction authorization form. Upon receipt from the Union of an Employee's 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 11, 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 obtain approval from 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 36 hours a year to be used by up to three Employees elected as Union delegates. The Union delegates are responsible for determining the allocation of these 36 hours among them and for reporting their use in the College's timekeeping system no later than the beginning of the pay period in which the hours will be used. 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 Employees. 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 an Employee leaves the bargaining unit, the College shall inform the Union of such departure within thirty (30) days.

**ARTICLE 8**  
**JOINT LABOR MANAGEMENT COMMITTEE**

The Parties agree that there will be a Joint Labor Management (“JLM”) committee comprising ten (10) standing members, which will be five (5) members of the Union, and five (5) members of management. The committee will meet quarterly 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 canceled. The Parties may conduct additional meetings by mutual agreement. A Party may invite up to two guests to a meeting with advanced notification to the other Party. A JLM meeting will not replace other meetings called for in this Agreement unless the Parties mutually agree.

Meetings will be scheduled by mutual agreement and will be tentatively scheduled for two hours. Employees who are members of the JLM 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**  
**COMMITTEE REPRESENTATION**

- A. The convener of a committee or task force of the College, or a division thereof, may consider whether Union participation is required. If the convener determines Union participation is required, a representative of the Union shall be appointed in consultation with Union leadership. The College will take into consideration Union requests for appointees but reserves the right when appointing this representative to exercise its judgment about expertise and potential to contribute as a member of the wider committee or task force.
  
- B. Staff will be afforded release time for attending meetings that arise under this Article.
  
- C. In the event a meeting arising under this Article is not held on the Boston Campus or in the City of Boston, a virtual option will be offered if the meeting is offered by Emerson and within its control.



**ARTICLE 10**  
**BULLETIN BOARDS**

- A. 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. If a bulletin board does not exist within the department or building, then the bulletin boards shall be placed at convenient and readily accessible places with at least one per building (excluding residence halls), but preferably within each department. The Union shall have the right to distribute bulletin board notices to the Employee mailboxes.
  
- B. 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 11**  
**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. If the last day for filing falls on a holiday recognized under this Agreement, then the grievance must be filed no later than the day after the holiday.
- 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. If any period for filing or responding to a grievance or demand for arbitration in Steps One – Three below falls on a holiday recognized under this Agreement, then the grievance, demand for arbitration or response must be filed no later than the day after the holiday.

**Step One:** A Step One meeting shall be 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

and the Vice President or designee for the Employee's unit. Within seven (7) days of the meeting, the supervisor shall answer the grievance in writing with the rationale for the acceptance or denial of said grievance. Should the grievance concern the Employee's supervisor, then the Vice President or designee for the Employee's unit will substitute for the supervisor in all aspects of the Step One hearing and decision making.

**Step Two:** If the Grievant is dissatisfied with the Step One answer, the Union may submit the grievance to the Chief Human Resources Officer.

- a. The Union must file the grievance at this step with the Chief Human Resources Officer or designee (who must be a Director Level Staff) no later than ten (10) days following the issuance of the Step One answer or if the supervisor or Vice President or designee fails to respond, then no later than ten (10) days following the date such response was due.
- b. The Chief Human Resources Officer or designee (who must be a Director Level Staff), will arrange for a meeting to take place within seven (7) days of the receipt of the Step Two grievance. The meeting will include the representative of the Union, the affected Employee, the Chief Human Resources Officer or the designee and one other College representative selected by the Chief Human Resources Officer. The Chief Human Resources Officer or the designee will have seven (7) days from the meeting in which to answer the grievance in writing with the rationale for acceptance or denial of said grievance.

### **Step Three: 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 Two answer, or if the Chief Human Resources Officer or their designee (who must be a Director Level Staff) 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, or 2, 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 a.m. and 5:00 p.m. unless otherwise mutually agreed upon by all parties involved.
- H. Grievances involving the termination of an Employee may be filed at Step 2 instead of Step 1.
- I. The timelines in this Article do not run during Winter Break. If the last day for filing a grievance or demand for arbitration or for responding to a grievance falls on a holiday recognized under this Agreement, then the grievance, demand for arbitration or response must be filed no later than the day after the holiday or the day after the end of Winter Break.

## **ARTICLE 12 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. Any temporary employee who becomes a member of the bargaining unit 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.

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 13**  
**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 Chief Human Resources Officer to discuss the termination. The Employee may bring a Union steward to such meeting
- C. An Employee need serve only one 90-day 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 90-day introductory evaluation period during which the College may terminate the Employee pursuant to Article 14(A). 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.
- D. Discipline of any introductory evaluation Employee is not subject to the grievance procedures of this Agreement.

**ARTICLE 14**  
**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 them. 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 15**  
**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 workplace 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. Employees 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 Employee 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 Employee'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 2 of the Grievance Procedure and will not be arbitrable.
- I. The College may conduct criminal record and sex offender registry checks on Employees in accordance with applicable law. An Employee's refusal to consent to a criminal record or sex offender registry check shall be just cause for discipline up to and including termination of employment. The affected

Employee shall have the option to receive a copy of any background check results.

**ARTICLE 16**  
**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 Office of Human Resources. 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 manager'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 17**  
**WORK HOURS AND DUTIES**

A. Position Description and Work Assignments

1. Each Employee shall have a written position description, which shall include 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 Employees and to Union representatives. The College will make these descriptions available to Employees in its HRIS system of record as well, within 90 days of ratification of this Agreement.
3. The Union and the Employee shall be notified in the event of any 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 19, Employee Request for Job Review.
6. If an Employee is expected to temporarily take on extra duties from a position due to, but not limited to, leaves or unfilled positions, it is the manager's responsibility to meet with the Employee and prioritize the workload.

B. Hours of Work

1. The College shall set the hours and days of work for all Employees.
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 a.m. and 5:00 p.m. or 8:30 a.m. and 4:45 p.m. Monday through Friday. The normal work week for full-time non-exempt Employees shall be between 36.25 and 40 hours a week and shall start at 12:01 a.m. 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 non-exempt 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 Employees a minimum of three (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 36.25 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’ 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.
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, the recommendations of direct supervisors of Employees, and Employees’ personal consideration. Employees 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 not subject to the arbitration provisions of this Agreement. However, denial of non-standard work schedule can be grieved to step 2 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. Any adjustment to the agreed schedule will include the rationales for the adjustment.

#### D. Summer Work Hours

In any given summer the College, in its sole discretion, may decide to offer summer hours for Employees. The decision as to whether or not summer hours will be offered shall not be grievable. These will typically be in the form of early release on Fridays, known as "Summer Fridays."

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 3<sup>rd</sup> 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 3:00 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 to be used within five (5) business days after the Friday on which the Employee stayed and worked the entire day. The College may provide alternative "summer hours" arrangements under substantially similar terms and conditions.

- E. The College may, in its sole discretion, provide additional compensation to Employees whose workload has significantly increased for a period of time exceeding 60 days because of staffing shortages. Such compensation will not be a substitute for salary increases set forth in this Agreement. Such compensation may take the form of a one-time payment or temporary salary adjustment.



## **ARTICLE 18 REMOTE WORK**

- A. 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 Article outlines guidelines and expectations for remote and/or flexible work arrangements 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 remote and/or flexible work arrangements. Remote and/or flexible work arrangements do 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.

Work location can vary depending on the College's operating needs. The frequency of remote and/or flexible work arrangements may vary. Remote and flexible work arrangements are not an alternative to dependent care, taking leave, or sick time. Fully remote work typically is reserved for Employees who work full-time on remote programs. Most Employees are expected to have some presence on the Boston campus. The College reserves the right to assign or approve requests for forms of remote work to Employees. Typical forms of remote/flexible work arrangements include but are not limited to the following:

1. **Fully Remote Work Arrangement** is a planned and approved arrangement where an Employee regularly works from a location outside of a campus building for a specific period of time.
2. **Hybrid Work Arrangement** is a planned and approved arrangement where an Employee regularly works a portion of their schedule from a remote location and the balance of their work schedule on Campus. Some of the work in a hybrid work arrangement must be completed on campus. When an Employee is absent from campus during an on-campus day (other than an approved vacation or long-term leave), the supervisor may request that the Employee add on-campus time to ensure operational needs are met.
3. **Flexible Work Arrangement** is a planned and approved arrangement where an Employee regularly has a fixed work schedule with a starting and/or ending time outside of the College's standard business hours of 8:45 a.m. to 5:00 p.m. Eastern Standard Time, Mondays through

Fridays. An Employee's Flexible Work Arrangement does not excuse the Employee from participating in meetings, interacting with supervisors, and collaborating in teams during regular business hours as the College may require to meet operational needs. A Flexible Work Arrangement is not offered as a reward; it is an alternative way to approach accomplishing the required work, to be permitted at the College's discretion.

4. **Occasional Remote Work** occurs in individual instances in which an Employee and direct manager agree that the Employee may work remotely for a particular period of time. An example of this, for purposes of clarity, is a request to work remotely because of a delivery or maintenance issue.

Unless otherwise stated, Fully Remote Work Arrangements and Hybrid Work Arrangements are referred to together as "remote work" or "remote work arrangements."

- B. Supervisors and other managers will evaluate requests and policies based on job functions, operational issues and assessments, and strategic goals. The College and Employees agree that personal favoritism or bias should not factor into these decisions. In addition, Employees are not required to provide justifications arising out of their personal lives for requesting standing fully remote, hybrid, and/or flexible work arrangement requests. Remote work or flexible work may be appropriate if the College determines the position can be performed in that manner and within the operating budget of the Employee's department with consideration of the following (other factors also may be considered):

Whether the Employee:

1. Has a position with responsibilities that can successfully be performed and evaluated remotely and/or in a flexible timeframe.
2. Can perform their job outside of the office without placing a burden on other staff.
3. Consistently demonstrates to the satisfaction of their supervisor the ability to deliver high-quality work on time; work independently; meet deliverables; and maintain open and clear lines of communication with colleagues.

- C. Vice Presidents set the strategic direction for their Divisions with respect to remote and flexible work arrangements and retain discretion to approve remote and flexible work arrangements. The strategic direction should encompass the operational needs of the Divisions and enhance the overall sense of collaboration and team building. Vice Presidents will share their strategic direction with managers. The College and Employees recognize that strategic direction and priorities may evolve over time as conditions change.
- D. Employees may initiate requests for new or modified remote or flexible work arrangements once per year. For Employees whose job conditions or deliverables differ materially in the summer, when they initiate their request, they may include a request for different arrangements for some or all of the summer. When an Employee requests a remote or flexible work arrangement, the Employee's direct supervisor will review and evaluate whether the duties and responsibilities of the position can be met in a flexible and/or remote working arrangement. The direct supervisor will typically respond to this request within 10 days, but may need more information or have operational duties that extend the timeframe. If the direct supervisor agrees the duties and responsibilities of the position can be met in a flexible and/or remote working arrangement, the direct supervisor will submit this recommendation to their supervisor for review and approval. The recommendation is subject to the approval of the Vice President or designee. Such final decisions will typically be rendered within 30 days, but individuals may need more information or have operational duties that extend the timeframe. The College may modify the terms of the remote work or discontinue it with 10 days prior written notice to the Employee, stating the rationale for the decision. During either the approval process or in the case of modification, an Employee may request a conversation with the Office of Human Resources and the Employee's direct supervisor to discuss concerns; the Employee may also request the presence of a union representative at this meeting. Such conversations may, if deemed appropriate by a more senior manager, include a more senior manager.
- E. The direct supervisor must establish with the Employee the working hours for the remote and/or flexible work arrangement, which for some Employees may include being available and responsive outside of the working hours, such as in the case of an emergency or a mission-critical project. Supervisors will, when possible, provide advance notice of such requirements. Employees with remote and/or flexible work arrangements agree and understand that such arrangements do not excuse them from such obligations, and supervisors will make requests based on job requirements and operations.

When working remotely, the Employee will be responsive to communication via email, phone, and College-approved and College-provided video conferencing software during the working hours established between the Employee and the direct supervisor.

Employees working remotely seeking accommodations should engage in the accommodations process with the Office of Human Resources as would any on-campus Employee.

- F. Employees working remotely will follow all Emerson policies and procedures. Employees working remotely will conduct their work in a space that is safe and functional. Emerson will, at the expense of the home department, issue the Employee necessary equipment and approved supplies, which the Employee may use while remote or hybrid.
- G. Employees understand that information that is classified as “High Risk,” as well as information that may otherwise be sensitive, confidential or proprietary (“Confidential Information”), must receive appropriate protection per the Data Governance Policy and other College policies regardless of the Employee’s location. Employees will report suspected cyber security incidents per the [Incident Reporting Policy](#). Employees will discuss Confidential Information in a manner that ensures it is not disclosed improperly. Employees will ensure that unauthorized individuals are not provided visual access to Confidential Information, either in digital or print form. Employees will conduct work in a setting sufficient to protect Confidential Information from unauthorized access per policies including the [Written Information Security Policy](#) and [Electronic Resources Acceptable Use Policy](#).
- H. The College will provide the Union a report once per term that includes the number of Employees requesting a remote and/or flexible work arrangement and the number of arrangements approved for Employees in that year.

**ARTICLE 19**  
**EMPLOYEE REQUEST FOR JOB REVIEW**

- A. An Employee may request that the Office of Human Resources conduct a review of that Employee's job. Such request for review must be in writing addressed to the senior staff of Compensation and Benefits and 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. Documentation to support the request for review must be submitted at the time of the request. HR will post online documentation required.

The job review, may include, but is not limited to a review of:

- a. The exempt or non-exempt classification;
  - b. The accuracy of the job description; and
  - c. Whether the job responsibilities have increased substantially.
- B. When an Employee requests a job review, the Employee should copy the manager and a Union officer on all job review requests. The manager should keep the Vice President of their unit apprised. Barring very significant job changes, an Employee may request a job review no more than once in a 15-month period. This clock starts on the date a job review is initiated by an Employee. Any job reviews initiated by a manager (or higher) does not count toward the 15 month period between Employee job review requests.
- C. The senior staff of Compensation and Benefits will gather the relevant facts and shall have a conversation of no more than 15 minutes with the Employee, and may include the Employee's manager. The Employee's and manager's opinion may influence, but does not determine the senior staff's ultimate response to the review request. The senior staff of Compensation and Benefits shall review such other information that, in the judgment of the senior staff of Compensation and Benefits, may be relevant, including, but not limited to: the position's actual job responsibilities; the required skills, experience, education, and licensure or qualification; the workplace and working conditions; grade/salary structure; and the job description and compensation of similarly situated Employees.
- D. The senior staff of Compensation and Benefits will make a written recommendation to the Employee's manager and the Vice President of their

unit. The recommendation will include the rationale and details for the recommendation. Once all required information has been received the senior staff of Compensation and Benefits will make the recommendation within twelve (12) business days of a request for job review. The Employee and the Union will be copied on the written determination.

- E. If the Employee does not agree with the determination, the Employee may appeal in writing to the Chief Human Resources Officer within five (5) business days of the date of the notification and copy the Union. The appeal may include additional documentation in support of the appeal. In reviewing the appeal, the Chief Human Resources Officer or designee who will not be the person who made the decision on the job review shall have a meeting with the manager and/or the Employee. The Chief Human Resources Officer or designee will decide the appeal within ten (10) business days. Before issuing a decision, the Chief Human Resources Officer will also consult with the unit Vice President. The decision of the Chief Human Resources Officer is final and 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. Such decisions are not grievable. No Employee's salary or wage rate will be reduced as a result of such a review.
- H. The Union will be informed in writing of the senior staff of Compensation and Benefits/Chief Human Resources Officer's final job review decision. Any final changes to jobs; and, where relevant, any adjustments to salary/grade or wage rate will be made within seven (7) business days of that decision.
- I. The College will not change the title of any Employee's position for the purpose of removing them from the bargaining unit. No Employee will be removed from the bargaining unit simply because of a change in the Employee's title. Notwithstanding the forgoing, an Employee may be removed from the bargaining unit if the Employee's job changes in such a manner that the duties of the position make the position a "supervisor" or "manager" within the meaning of the National Labor Relations Act.
- J. The College will advise the Union of any title changes for any Employee within (7) business days of such change.

**ARTICLE 20**  
**PERFORMANCE EVALUATION**

- A. The performance evaluation assesses the Employee's performance measured against the articulated goals and job duties assigned or outlined in the Employee's Job Description. In addition, the evaluation may, but is not required to, take into account work that may not be specifically listed in the Job Description.
  
- B. The Parties agree that the process is of mutual concern to both management and the Employees. To the extent the College creates a new task force to review or evaluate the efficacy of a performance evaluation process for Employees, the Union may designate two members to such task force. The form and frequency of the performance review process is determined by the College. Any performance evaluation process will, at a minimum, include the following:
  - 1. Evaluation of the Employee's performance in relation to the expectations for their job.
  
  - 2. Feedback from the Employee regarding their supervisor.
  
- C. As part of the overall performance review process, Employees and their direct supervisor shall take part in monthly conversations to discuss Employees' work and performance as well as feedback from the Employee regarding their supervisor. In addition to sharing their feedback verbally, Employees shall provide documented feedback to managers via the College's HRIS system of record on a monthly basis. The College will continue to assess its performance review process and reserves the right to modify the existing process.
  
- D. Employees shall have access to any written feedback from their supervisor and may request a review of their evaluation by a union officer at any time. Any concerns from the union will be shared with HR directly.

**ARTICLE 21**  
**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. Part-time Employees, unless such part-timer has a requisite skill that cannot be filled by a full-time Employee;
3. 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 22 COMPENSATION**

### **A. Retroactive Pay Increase:**

Effective upon the first day of the first full pay period beginning on or after January 1, 2022, increase each eligible Employee's base salary (exempt Employees) or regular rate of pay (non-exempt Employees) by 2.5%. To be eligible for the compensation increase set forth in this paragraph, an Employee must have been employed by the College on or before July 1, 2021, must still be employed in the bargaining unit on the date the retroactive payment is made, and must not have received a compensation increase during the period from and including January 1, 2022 to the date the retroactive payment is made other than a compensation increase paid in accordance with Article 22 or the Memorandum of Agreement Regarding Salary Increases with an effective date of September 17, 2021, and temporary payments, such as a higher interim pay rate. Employees hired between July 2, 2021 and December 31, 2021 who are not eligible for the 2.5% retroactive pay increase, but would be eligible if they were hired on or before July 1, 2021 will receive a \$1,000 bonus at the same time the retroactive pay increase is paid

### **B. 2023 Pay Increase and Bonus:**

Effective upon the first day of the first full pay period beginning on or after January 1, 2023, increase each eligible Employee's base salary (exempt Employees) or regular rate of pay (non-exempt Employees) by the greater of (a) two percent (2%) or (b) the percentage change in the Boston CPI-U between September of 2021 and September of 2022, but in any event no more than five percent (5%), except that for eligible Employees whose base salary (exempt Employees) or regular rate of pay (non-exempt Employees) on the effective date of this increase is at or above the 75th percentile of the College's job grade structure for the Employee's position, the Employee will receive a lump sum base compensation payment equivalent to the amount of the percentage increase set forth above as applied to the Employee's base salary or rate of pay excluding other forms of compensation, as applicable, but their base salary or rate of pay will not increase until such time as it falls below the 75th percentile of the College's job grade structure for the Employee's position. Eligible Employees also will receive a \$500 bonus. To be eligible for the compensation increase set forth in this paragraph, an Employee must have been employed by the College on or before November 1, 2022, must still be employed in the bargaining unit on the effective date of the compensation

increase, and must not have received a compensation increase during the period from and including November 1, 2022 to the effective date of the increase other than a compensation increase paid in accordance with Article 22 or the Memorandum of Agreement Regarding Salary Increases with an effective date of September 17, 2021, and temporary payments, such as a higher interim pay rate.

C. 2024 Pay Increase and Bonus:

Effective upon the first day of the first full pay period beginning on or after January 1, 2024, increase each eligible Employee's base salary (exempt Employees) or regular rate of pay (non-exempt Employees) by the greater of (a) two percent (2%) or (b) the percentage change in the Boston CPI-U between September of 2022 and September of 2023, but in any event no more than five percent (5%), except that for eligible Employees whose base salary (exempt Employees) or regular rate of pay (non-exempt Employees) on the effective date of this increase is at or above the 75th percentile of the College's 2024 job grade structure for the Employee's position, the Employee will receive a lump sum base compensation payment equivalent to the amount of the percentage increase set forth above as applied to the Employee's base salary or rate of pay excluding other forms of compensation, as applicable, but their base salary or rate of pay will not increase until such time as it falls below the 75th percentile of the College's 2024 job grade structure for the Employee's position. Eligible Employees also will receive a \$500 bonus. To be eligible for the compensation increase set forth in this paragraph, an Employee must have been employed by the College on or before November 1, 2023, must still be employed in the bargaining unit on the effective date of the compensation increase, and must not have received a compensation increase during the period from and including November 1, 2023 to the effective date of the increase other than a compensation increase paid in accordance with Article 22 or the Memorandum of Agreement Regarding Salary Increases with an effective date of September 17, 2021, and temporary payments, such as a higher interim pay rate.

D. 2025 Pay Increase and Bonus:

Effective upon the first day of the first full pay period beginning on or after January 1, 2025, increase each eligible Employee's base salary (exempt Employees) or regular rate of pay (non-exempt Employees) by the greater of (a) two percent (2%) or (b) the percentage change in the Boston CPI-U between September of 2023 and September of 2024, but in any event no more

than five percent (5%), except that for eligible Employees whose base salary (exempt Employees) or regular rate of pay (non-exempt Employees) on the effective date of this increase is at or above the 75th percentile of the College's 2025 job grade structure for the Employee's position, the Employee will receive a lump sum base compensation payment equivalent to the amount of the percentage increase set forth above as applied to the Employee's base salary or rate of pay excluding other forms of compensation, as applicable, but their base salary or rate of pay will not increase until such time as it falls below the 75th percentile of the College's 2025 job grade structure for the Employee's position. Eligible Employees also will receive a \$750 bonus. To be eligible for the compensation increase set forth in this paragraph, an Employee must have been employed by the College on or before November 1, 2024 and must still be employed in the bargaining unit on the effective date of the compensation increase, and must not have received a compensation increase during the period from and including November 1, 2024 to the effective date of the increase other than a compensation increase paid in accordance with Article 22 or the Memorandum of Agreement Regarding Salary Increases with an effective date of September 17, 2021, and temporary payments, such as a higher interim pay rate.

E. Market Adjustments:

The College will identify for each Employee employed on the date of ratification of this Agreement, the amount by which the midpoint (50%) of the College's job grade structure for the Employee's position exceeds the Employee's base salary or regular rate of pay the day before ratification of this Agreement. The College's job grade structure is attached as Appendix B for the purpose of market adjustments. The College's compensation policy, including internal equity, will be posted on the College's Office of Human Resources website.

1. Each Employee employed by the College on or before December 31, 2022 who is still employed in the bargaining unit on the effective date of the 2023 Pay Increase in Section B, will receive an increase equivalent to the amount that reduces by 25% the amount by which the midpoint (50%) of the College's job grade structure for the Employee's position exceeds the Employee's base salary or regular rate of pay the day before ratification of this Agreement. This increase will be in addition to any pay increase for which they are eligible under Section B. Notwithstanding the foregoing, any Employee whose annual compensation (annual salary for exempt Employees and the product of

regularly scheduled hours times regular rate of pay for non-exempt Employees) after receiving retroactive pay increase in Section A is 20% or more below the midpoint (50%) of the College's job grade structure for the Employee's position will be brought to the 25th percentile of the College's job grade structure for the Employee's position if the retroactive pay increase in Section A does not bring them to that level and will then receive a further increase equivalent to the amount that reduces by 50% (instead of the 25% above, not in addition to the 25% above) the amount by which the midpoint (50%) of the College's job grade structure for the Employee's position exceeds the Employee's base salary or regular rate of pay the day before ratification of this Agreement. This increase will be in addition to any pay increase for which they are eligible under Section B. An Employee whose base salary or regular rate of pay is equal to or exceeds the midpoint (50%) of the College's job grade structure for the Employee's position after receiving the 2023 Pay Increase in Section B is not eligible for this market adjustment.

2. Each Employee employed by the College on or before December 31, 2022 who is still employed in the bargaining unit on the effective date of the 2024 Pay Increase in Section C, will receive an increase equivalent to the amount that reduces by 25% the amount by which the midpoint (50%) of the College's job grade structure for the Employee's position exceeds the Employee's base salary or regular rate of pay the day before ratification of this Agreement. This increase will be in addition to any pay increase for which they are eligible under Section C. Notwithstanding the foregoing, any Employee whose annual compensation (annual salary for exempt Employees and the product of regularly scheduled hours times regular rate of pay for non-exempt Employees) after receiving retroactive pay increase in Section A is 20% or more below the midpoint (50%) of the College's job grade structure for the Employee's position will be brought to the 25th percentile of the College's job grade structure for the Employee's position if the retroactive pay increase in Section A does not bring them to that level and will then receive a further increase equivalent to the amount that reduces by 50% (instead of the 25% above, not in addition to the 25% above) the amount by which the midpoint (50%) of the College's job grade structure for the Employee's position exceeds the Employee's base salary or regular rate of pay the day before ratification of this Agreement. This increase will be in addition to any pay increase for

which they are eligible under Section C. An Employee whose base salary or regular rate of pay is equal to or exceeds the midpoint (50%) of the College's job grade structure for the Employee's position after receiving the 2024 Pay Increase in Section C is not eligible for this market adjustment.

3. Each Employee employed by the College on or before December 31, 2022 who is still employed in the bargaining unit on the effective date of the 2025 Pay Increase in Section D, will receive an increase equivalent to the amount that reduces by 25% the amount by which the midpoint (50%) of the College's job grade structure for the Employee's position exceeds the Employee's base salary or regular rate of pay the day before ratification of this Agreement. This increase will be in addition to any pay increase for which they are eligible under Section D. Notwithstanding the foregoing, any Employee whose annual compensation (annual salary for exempt Employees and the product of regularly scheduled hours times regular rate of pay for non-exempt Employees) after receiving retroactive pay increase in Section A is 20% or more below the midpoint (50%) of the College's job grade structure for the Employee's position will be brought to the 25th percentile of the College's job grade structure for the Employee's position if the retroactive pay increase in Section A does not bring them to that level and will then receive a further increase equivalent to the amount that reduces by 50% (instead of the 25% above, not in addition to the 25% above) the amount by which the midpoint (50%) of the College's job grade structure for the Employee's position exceeds the Employee's base salary or regular rate of pay the day before ratification of this Agreement. This increase will be in addition to any pay increase for which they are eligible under Section D. An Employee whose base salary or regular rate of pay is equal to or exceeds the midpoint (50%) of the College's job grade structure for the Employee's position after receiving the 2025 Pay Increase in Section D is not eligible for this market adjustment.
- F. 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.

- G. Any salary increases beyond those awarded for calendar year 2025 will be the subject of successor contract negotiations.



**ARTICLE 23**  
**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 on plan specifics, eligibility definitions, and other requirements for such benefits are available through the Office of Human Resources and in plan documents.

B. Retirement Plan:

The College's 403(b) retirement plan(s) is available to eligible Employees on the same terms and conditions it is available to non-represented staff employees. If any terms of this Agreement (other than the contributions set forth in Section 23.B.2) conflict with the terms of the 403(b) plan document(s), the 403(b) plan document(s) governs.

1. Voluntary Plan – 403(b) Tax Deferred Annuity Plan: The College provides for a 403(b) Tax Deferred Annuity Plan for eligible full-time Employees and eligible part-time Employees. 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.

For eligible Employees, the College provides credit towards participation in its mandatory retirement plan based on previous employment at other accredited, degree-granting colleges and universities subject to the plan's service and verification requirements.

The current administrator of the plans is Transamerica. The College reserves the right to change administrators at any time in its discretion, consistent with the Retirement Committee's charter. The Retirement Committee shall include a member of the Staff Union, appointed by Union Officers and approved by the College's Chief Financial Officer, such approval shall not be unreasonably withheld.

C. Early Retiree Transition Health Benefit Program:

Effective 60 days following ratification of this Agreement, full-time benefit eligible Employees, who are at least age 62, may retire from the College and receive health and/or dental benefits provided they have at least 12 years of continuous benefits-eligible service immediately preceding retirement from the College. Benefits-eligible service is considered continuous if there is less than a three-month break in service at any time during the required service period.

Retirees who satisfy the eligibility criteria above, and are between the ages of 62 and 65, are eligible to continue participation in the College's health and/or dental plans until age 65, provided that the retiree had health and/or dental insurance with the College at the time of retirement, and the Office of Human Resources is notified of the retiree's intent to continue coverage at the time of retirement. Retirees who choose not to continue health and/or dental insurance at the time of retirement cannot enroll at a future date. If the age of Medicare eligibility increases to something over 65 years of age, the Parties agree to meet and confer regarding potential changes to age range during which a retiree can continue to participate in the College's health and/or dental plans.

Retirees who were not eligible for, or who were not enrolled in the health and/or dental plan at the time of retirement, cannot enroll as retirees. Only eligible dependents covered at the time of retirement are eligible for coverage. No new dependents can be added at the time of retirement or in the future.

The College will contribute the cost of the premium for individual or family health and/or dental insurance coverage at the same rates and coverage options as regular active Employees.

The retiree may remain in the plan(s) until age 65, the age of Medicare eligibility. When the retiree reaches age 65, Emerson health and/or dental coverage will end on the last day of their birthday month. Any remaining dependent enrolled in the health and/or dental plans at the time the retired individual reaches 65 years of age will be offered COBRA at their own expense. If the age of Medicare eligibility increases to something over 65 years of age, the Parties agree to meet and confer regarding potential changes to the maximum age in this paragraph.

Insurance premium rates will be adjusted accordingly, consistent with changes for active Employees.

D. Health and Dental Insurance:

For full-time and part-time Employees who are scheduled to and work 20 or more hours a week, the College provides health insurance coverage. Employees can select from an HMO, PPO and a High Deductible PPO plus HSA plan. The College pays 75% of the premium for such coverage and the Employee pays 25% of the premium.

New Employees are eligible for such coverage under these plans on the 1<sup>st</sup> of the month following the date of hire.

The College will introduce a new Individual+1 tier to the existing medical plans. The College pays 70% of the premium for Individual+1 coverage and the Employee pays 30%. The new tier was introduced to the College in spring of 2022, and effective January 1, 2023, Employees are able to participate in the new Individual+1 tier plan.

During the life of the Agreement, the College will explore the option of salary banded Employee contributions to the medical plan.

The health insurance carrier's ID cards mailed to new members will include prescription coverage information or the prescription coverage carrier will provide its own cards. Drugs are classified under the prescription coverage carrier'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 are scheduled to and work 20 or more hours a week, the College provides dental insurance coverage. New Employees are eligible for such coverage on the 1<sup>st</sup> 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 from the Office of Human Resources.

The College will introduce a new Individual+1 tier to the existing dental plans. The College contributes the same dollar amount for the Individual+1 tier as it contributes for Individual coverage under the Base Dental Plan. The new tier was introduced to the College in spring of 2022, and effective January 1, 2023, Employees are able to participate in the new Individual+1 tier plan.

The College will offer a voluntary vision plan to full-time Employees and Employees who are scheduled to and work 20 or more hours a week. The cost of the vision plan is 100% Employee paid. Details of the plan are available from the Office of Human Resources. The new tier was introduced to the College in spring of 2022, and effective January 1, 2023, Employees are able to participate in the new Individual+1 tier plan.

The College reserves the right to change the medical plan, dental plan, vision 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 major changes in plan design or removal shall be reviewed with the Union 120 days 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.

E. Short Term Disability:

The College provides short-term disability (STD) insurance for all full-time and part-time Employees who are scheduled to and 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 are scheduled to and 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.

F. Long Term Disability:

The College provides long term disability (LTD) insurance for all full-time and part-time Employees who are scheduled to and 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 are scheduled to and 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.

G. Group Life Insurance:

The College provides basic group life insurance for all full-time and part-time Employees who are scheduled to and 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 1<sup>st</sup> of the month following the date of hire. The College pays 100% of the premium.

Part-time Employees who are scheduled to and 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.

H. 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

I. 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.

J. 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. Speech@Emerson and other partnership programs

and the MA in BCE program are excluded from this tuition benefit program (in the event that any of these excluded programs become part of the tuition benefits for non-Union staff employees of the College, they will become part of the tuition benefits for Employees on the same terms and conditions). Eligibility for such tuition benefits 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 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 courses through the Pro-Arts Consortium.
  - b. For the spouses of full-time Employees: 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 the Office of Human Resources and at [www.tuitionexchange.org](http://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 staff employees of the College shall apply to Employees covered by this Agreement.

K. 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

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous Peoples' 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, they will be paid their regular 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, but exempt Employees who are required to work on a major holiday will be given additional time off equal to the hours worked on the major holiday to be used at the Employee's discretion subject to the College's operating needs and with the permission of the Employee's manager. Such permission will not be unreasonably withheld.

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, they 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. Exempt Employees who are required to work on a non-major holiday will be given additional time off equal to the hours worked on the non-major holiday to be used at the Employee's discretion within (30) days subject to the College's operating needs and with the permission of the Employee's manager. Such permission will not be unreasonably withheld.

- 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. Accruals are reflected in the College's HRIS system of record weekly.
- 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 monthPart-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. Accruals are reflected in the College's HRIS system of record weekly.
- 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 the Office of 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 Employees 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/department 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 Employees paid leave of up to (seven) (7) days upon the death of a parent, family member or life partner, whether married or unmarried. Employees who determine they require additional time for this purpose are encouraged to use their accrued time off, and may use up to a deficit balance of seven (7) days of paid time off if necessary. 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. All Employees should record time taken in WorkDay or any successor system.

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 their supervisor with documentation from the court of jury duty and the amount paid to them by the court.

L. Commuting:

Employees working 20 hours or more per week may elect one of the following commuting benefits (none of these benefits are available to Employees who are eligible for and elect subsidized parking under the College's subsidized parking benefit as the College may amend that benefit from time to time):

- a. A subsidy of \$90.00 per month , which will be administered through WageWorks/Health Equity, to be applied to non-bicycle public

transportation, including MBTA subway, local bus systems or commuter rail costs in connection with commuting to the College's Boston campus. For Employees who elect this benefit, the College will pay the full cost of an annual Blue Bikes, Gold Level subscription under the Corporate Membership program offered by Blue Bikes.

- b. A paid Blue Bikes, Gold Level subscription under the Corporate Membership program offered by Blue Bikes.
- c. Reimbursement of up to \$90.00 per month to be applied to the cost of parking or transit expenses in connection with commuting to the College's Boston campus.
- d. Employees who are fully remote will be reimbursed for parking or transportation when the College requires them to report to campus for a meeting or other activity while still assigned to work fully remote.

**ARTICLE 24**  
**SHARED SICK TIME PROGRAM (Sick Bank)**

1. The shared sick time program is strictly voluntary.
2. The Employee must authorize in writing all contributions or withdrawals.
3. Employees must work a minimum of 20 hours per week to participate.
4. Use of the sick bank is for a catastrophic illness or injury of the Employee or of an immediate family member as defined in the paragraph below. “Catastrophic illness or injury” is defined as: A medical and/or mental health condition that requires intermittent or continuous absence from work 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. Qualifying conditions might include, but are not limited to: cancer, major non-elective surgery, serious accident, heart attack, an ongoing treatment regimen requiring frequent time off work, mental health counseling or complications of pregnancy. The illness or injury must require the services of a licensed health care provider. The College reserves the right to expand the reasons for which an Employee may use the sick bank.
5. For purposes of the sick bank, a “family member” shall be defined as:
  - a. Employee’s spouse or domestic partner.
  - b. Employee’s children (biological, adopted, foster, through legal guardianship or loco parentis, and/or step-children, including Employee’s domestic partner’s child).
  - c. Employee’s parents (biological, adopted, foster, through legal guardianship or loco parentis, and/or step-parents, including Employee’s parent’s domestic partner).
  - d. Employee’s spouse or domestic partner’s parents.
  - e. Employee’s grandchildren (biological, adopted, foster, through legal guardianship or loco parentis, and/or step-grandchildren, including Employee’s domestic partner’s grandchild).
  - f. Employee’s grandparents (biological, adopted, foster, through legal guardianship or loco parentis, and/or step-grandparents, including Employee’s grandparent’s domestic partner).

- g. Employee's siblings (biological, adopted, and/or step-siblings).
6. Employees must maintain at least eighty hours (80) or 10 work days of sick time in their bank after donation.
  7. Employees can donate sick time at the annual open enrollment period in February.
  8. 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.
  9. Eligible Employees may donate during the annual open enrollment periods a maximum of twenty-nine (29) hours for those working a 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.
  10. Employees with one (1) year or more of service, who request a withdrawal from the bank:
    - a. Must submit a medically necessary reason for a withdrawal.
    - b. Must be on or have been approved for medical leave within the last 30 calendar days and must provide appropriate medical documentation supporting the need for a leave.
    - c. Must have exhausted all accrued paid time off (vacation, sick and personal) leave.
    - d. Have not received donations in the past twelve (12) months or one year from the date of withdrawal request.
    - e. May withdraw a maximum of 160 hours per calendar year.
  11. Employees with less than one (1) year of service, who request a withdrawal from the bank:
    - a. Must submit a medically necessary reason for a withdrawal.
    - b. Must have exhausted all accrued paid time off (vacation, sick and personal) leave.

- c. May withdraw a maximum of the equivalent of one week of scheduled work hours per calendar year.
12. The assessment of whether or not an Employee has a “catastrophic illness or injury” as defined in Section 4 of this article, and the final decision to grant the withdrawal of days, will be made by an independent outside vendor. All decisions and notifications of acceptance or rejection will be communicated upon receipt to the Employee by the Office of Human Resources.
13. 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. The Employee shall be reinstated to the Sick Bank program after successfully maintaining (3) months of properly recorded hours.
14. Any conversation between the Office of Human Resources and an Employee about a medical leave of absence from work shall include the availability of the Shared Sick Time Program and how to apply.
15. When allocating shared sick time, the College will give priority to those Employees who have no other means of compensation over those Employees who have requested shared sick time to supplement their short-term disability benefit pay. The process of giving priority does not involve withdrawing approved time from one Employee and reallocating it to another Employee.
16. Participation ceases upon employment termination and donated sick time will remain in the shared bank.
17. The College will report to the Union twice per year, on approximately April 1 and October 1, the following information regarding Employees:
  - a. Hours remaining in the Shared Sick Bank.
  - b. Number of applications by Employees requesting Shared Sick Bank hours that year.
  - c. Hours requested per Employee application and hours actually approved.



- d. An aggregate report of how many Employees applied for the Bank; how many were approved, how many were rejected, and total number of Employee hours approved.
  - e. An aggregate report of all the College employees who applied for the Bank; how many were approved, how many were rejected, and total number of hours approved.
18. During the term of this Agreement, if the Sick Bank falls below 960 hours, the College will notify the Union. During the term of this Agreement, 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.

**ARTICLE 25**  
**PARENTAL LEAVE**

Employees shall receive family and medical leave consistent with applicable state, federal, and local law, as they may be amended from time to time.

The College, at its discretion, may offer more generous family and medical leave benefits than is required by applicable state, federal, and local law, as they may be amended from time to time. Notwithstanding limitations in applicable laws, Emerson's standard is that Parental Leave applies to Employees, regardless of gender, 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 in the event of a natural birth by any method or adoption.

During the life of the Agreement, the College will explore the option of a reduced schedule option for parental leave and will report on its findings to the Union.

**ARTICLE 26**  
**TEACHING BY EMPLOYEES**

- A. From time to time, certain Employees may engage in teaching College courses. For some Employees, such teaching is an expectation of their job responsibilities. For others, it is additional voluntary work.
- B. For those Employees whose job description specifically states in writing that teaching a course or courses is an expectation of their job responsibilities, there shall be no further compensation for such teaching beyond their base salary.
- C. For those Employees whose job description does not include teaching as a requirement of their position, and who in addition to their regular responsibilities are asked to teach a course or courses, that teaching will be subject to the provisions below. Notwithstanding these provisions, Employees are not required to accept such assignments and will suffer no adverse employment consequences from declining additional assignments:
  - 1. Only Employees in an exempt status are eligible to teach courses at the College.
  - 2. Such teaching is voluntary with no expectations that it become a continued activity.
  - 3. The teaching responsibilities must be performed outside the Employee's regular work duties as defined by the manager (if those regular work duties require an Employee to be physically present during fixed hours, the manager will provide the Employee written notice of this requirement). This includes the time spent on instruction itself, as well as related activities such as course preparation, office hours, advising students, grading and evaluation of assignments, and any other activities related to teaching.
  - 4. There is no expectation that any Employee will be offered a course to teach.
  - 5. The Employee must be approved for a part-time faculty teaching appointment after a review of qualifications and experience by Academic Affairs, approval of the Employee's manager, and with the Office of Human Resources' review and approval of all teaching

assignments. Such approvals must occur prior to the beginning of each assignment.

6. The Employee must be teaching students who are registered for Emerson College courses.

When all above provisions of Section C are met, for teaching during the Fall and Spring semester, the Employee will receive additional compensation for such teaching assignments and will be paid the entry level salary in accord with the salary chart in the Affiliated Faculty of Emerson College, American Association of University Professors (AFEC-AAUP) collective bargaining agreement. (Step 1 of the appropriate discipline column). Employee teaching that occurs other than during the Fall and Spring semesters will be at the College's fixed rate. There are no benefits associated with such teaching, no credits will be accrued, and such teaching assignments will not result in membership in the AFEC-AAUP bargaining unit.

- D. Some Employees may be asked, in addition to their regular responsibilities, to supervise a Directed Study, Directed Project, or Production Project, which students may take for 2 or 4 credits ("Academic Supervision"). All Directed Study, Directed Project, or Production Project must be done outside of the Employee's regular work duties as defined by the manager (if those regular work duties require an Employee to be physically present during fixed hours, the manager will provide the Employee written notice of this requirement). This includes the time spent with the student as well as related activities such as directed study/project preparation, office hours, advising students, grading and evaluation of assignments, and any other activities related to Academic Supervision. Individual academic studies/projects are approved by relevant academic departments to meet students' learning goals that are not the subject of existing courses; they may not duplicate work done in existing courses. All proposals must be approved in accordance with College policy as it may be amended by the College from time to time. Academic Supervision will be subject to the provisions below. Notwithstanding these provisions, Employees are not required to accept such assignments and will suffer no adverse employment consequences from declining additional assignments.

1. Only Employees in an exempt status are eligible to engage in Academic Supervision.
2. Such Academic Supervision is voluntary with no expectations that it become a continued activity.

3. The Academic Supervision must be outside the Employee's regular work duties as defined by the manager (if those regular work duties require an Employee to be physically present during fixed hours, the manager will provide the Employee written notice of this requirement). This includes the time spent with the student, as well as related activities such as preparation, evaluation of student work, and any other activities related to the Academic Supervision.
4. There is no expectation that any Employee will be offered further Academic Supervision on an ongoing basis.
5. The Employee must be approved for Academic Supervision after a review of qualifications and experience by Academic Affairs, approval of the Employee's manager, and with the Office of Human Resources' review and approval of all teaching assignments. Such approvals must occur prior to the beginning of each assignment.
6. The Employee must be supervising registered Emerson College students who are considered qualified students, as defined by the Undergraduate Catalog then in place.
7. No Employee may engage in Academic Supervision for more than two (2) students per semester.

When all above provisions of Section D are met, the Employee performing Academic Supervision will receive additional compensation for each instance of Academic Supervision (of no more than two (2) students per semester) equal to 1/10 of the salary that the Employee would be paid to teach a four (4)-credit course in the discipline of the directed study/project.

- E. As part of the academic enterprise, Employees may be student-facing and their job duties may include assisting or guiding students during regular work hours. If an Employee receives a request from a student to meet or assist the student outside of the Employee's regular work hours or for matters that are outside the scope of the Employee's position or job-related expertise, the Employee has no obligation to do so. For any non-exempt Employee, performing job-related tasks outside of regular work hours should be pre-approved as overtime per other provisions of this Agreement and/or College policies.

**ARTICLE 27**  
**COLLEGE CLOSING**

- A. In the event of severe weather conditions, hazardous 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 A, if the College's President declares an emergency at the Boston campus, no Employee will be required to physically report to the campus for work while the emergency exists, unless directed by a supervisor.
- C. Notwithstanding Section A or B, if the Governor or Mayor declares a state of emergency for Massachusetts or Boston, arising out of severe weather or hazardous conditions, no Employee will be required to physically report to the campus for work while the state of emergency exists, unless directed by a supervisor or mandated by the College as a whole.
- D. Personal safety is the first priority in weather-hazardous, or emergency-related closings. If an Employee feels it is unsafe to travel to the campus due to weather, or other emergency situations, the Employee must notify their supervisor immediately. In such cases, if the College is open, the Employee may elect to use a vacation day, personal day or unpaid leave for the day. Alternatively, the Employee and the supervisor may agree that the Employee can work remotely for one or more days during the pendency of the situation.
- E. 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.
- F. Overnight lodging near campus, if possible, will be provided if needed in severe weather situations for any Employee the College requires to report to campus under this Article.
  - 1. The College will pay for lodging by reimbursing the vendor directly or providing the Employee advance funds for payment.

2. In the event the College is not able to arrange for direct payment to the vendor or provide the Employee advance funds for payment due at the time of the stay, the Employee will be reimbursed within 10 days of submitting receipts for all approved expenses related to their stay.
- G. 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, severe weather conditions, hazardous conditions or emergency situations. 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. Any changes to the essential status of an Employee shall be communicated in writing at least two weeks prior to the effective date to the Employee and the Union. Failure to provide notice of “essential” status to the Union and/or Employee will exempt Employees from reporting to campus during severe weather conditions, hazardous conditions, or emergency situations.

## **ARTICLE 28 OUTSIDE EMPLOYMENT POLICY**

Employees who also are employed outside of the College must abide by this Article and applicable College policies, including, but not limited to, the College's Ethics and Conflict of Interest, Brand, and intellectual property policies, as they may be amended by the College from time to time.

### Procedures

Employees must receive approval from the Office of Human Resources to engage in outside employment. The Employee will be asked to provide information to the Office of Human Resources that will permit the College to assess whether an actual or potential conflict exists or if the outside employment may create the appearance of a conflict.

### Policy

1. Outside employment must not compete with, conflict with or compromise the College's interest or adversely affect the Employee's job performance.
2. Employees may not use any College physical or electronic resources or equipment in the course of outside employment.
3. Employees may not solicit or conduct any outside business during work time for the College or on College property.
4. Outside employment is not an excuse for, absenteeism, tardiness, leaving early, refusal to travel, refusal to work overtime or refusal to work hours that meet the College's operating needs.
5. Employees may use vacation or personal time to perform outside employment but may not use medical leave or sick time to perform outside employment.
6. Employees will follow College-wide policies that regulate the involvement of students in outside employment. The College will communicate to Employees substantive changes in such policies
7. Employees may have access to confidential and/or intellectual property-protected, and proprietary information from their employment with the College. Employees with access to this information may not make any unauthorized use or disclosures of the information, or trade secrets either during or after employment in accordance with existing College policies.



8. Managers have no obligation to adjust or change work schedules and/or work obligations to accommodate Employees' outside activities. Employees should address any questions concerning their outside employment with their managers and/or the Office of Human Resources.
9. An Employee may be asked to discontinue the outside employment when it interferes with College operations or Employee performance or leads to a violation of a College policy.
10. The College's outside employment policy can be accessed at [emerson.edu/outside-employment](http://emerson.edu/outside-employment).

**ARTICLE 29**  
**CREDIT FOR PAST SERVICE**

- A. Employees 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, eligibility for time off in accordance with local, state, and federal leave laws disability, tuition remission for dependents and any other service award programs.

Prior service as a regular (non-temporary) 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 an Employee are eligible for an adjusted service date for the purpose of determining sick and vacation time, eligibility for time off in accordance with local, state, and federal leave laws, 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>Allowable Break in Service</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. 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 eligibility for time off in accordance with local, state, and federal leave laws (subject to eligibility rules).

- E. 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 30**  
**DIVERSITY, EQUITY, AND INCLUSION**

1. The College and the Union agree that fostering a diverse, equitable, and inclusive community is central to the College's educational mission and values. This extends to the interactions between the Union and the College and the Employees and the College. The Union, the Employees and the College will endeavor to demonstrate our joint commitment to mutual respect, appreciation for diverse ideas and outlooks, and leading with our values and beliefs in all aspects of our work.
2. The College shall provide diversity training for all staff. The College shall determine the content, format and frequency of this training. The College will endeavor to conduct diversity training during an Employee's scheduled work hours. If the College cannot release a non-exempt Employee to attend training during the non-exempt Employee's scheduled work hours, the College will pay the non-exempt Employee at the regular rate of pay for time spent attending the training.
3. The College shall meet with the Union and Employees on a quarterly basis to discuss priorities concerning its joint commitment to foster a diverse, equitable, and inclusive community and to share information about new developments with respect to training, recruitment, and retention initiatives that may be undertaken by the Office of Human Resources.
4. The newly-formed Staffing Committee, in the process of fulfilling its duties and reviewing staffing concerns, shall report on standard diversity metrics within the bargaining units and make recommendations.

**ARTICLE 31  
PAST PRACTICES**

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

**ARTICLE 32**  
**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 33**  
**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 34  
DURATION**

This contract shall be in effect as of November 30, 2022, the date of ratification and shall continue in full force and effect until midnight December 31, 2025 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 \_\_\_\_\_ of April 2023

For SEIU Local 888

For Emerson College

\_\_\_\_\_  
Thomas McKeever, SEIU, Local 888  
President

\_\_\_\_\_  
Dr. William Gilligan  
President

\_\_\_\_\_  
Joe Montagna, SEIU, Local 888  
Chief Negotiator

\_\_\_\_\_  
Steve Bohrer



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Daniel Crocker

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Richelle Devereaux-Murray

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Dennis Levine

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Eric Matthews

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John-Albert Moseley

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Isobel Rounovski

---

Estelle Ticktin

---

Illona Yukhayev

**APPENDIX A**  
**SIDE LETTER SUPPLEMENTAL MARKET ADJUSTMENT AND LIST**

SEIU, Local 888 and Emerson College enter into this Side Letter to address a limited number of Employees for whom the compensation increases provided in the parties' collective bargaining agreement for the term November 30, 2022 through December 31, 2025 (the "CBA") do not bring their base salary (exempt Employees) or regular rate of pay (non-exempt Employees) at least to the midpoint (50%) of the College's job grade structure for the Employee's position as it was calculated the day before ratification of the CBA. Those Employees are identified in the attachment to this Side Letter (the "List"). For those Employees identified in the List, the parties have agreed to a supplemental market adjustment to be applied as follows:

1. To be eligible for the supplemental market adjustment, an Employee identified on the List must still be employed in the bargaining unit on the effective date of the compensation increase set forth in Article 22, Section D of the CBA, and must not have received a compensation increase during the period from and including September 1, 2024 to the effective date of that increase other than a compensation increase paid in accordance with Article 22 or the Memorandum of Agreement Regarding Salary Increases with an effective date of September 17, 2021, and temporary payments, such as a higher interim pay rate.
2. Only for purposes of this supplemental market adjustment, the College will age by 3% per calendar year the job grade structure for each Employee identified on the List and identify the midpoint for those job grade structures with the 3% aging.
3. If the midpoint calculated under paragraph 2 above is higher than the Employee's base salary or regular rate of pay would be after applying the compensation increase set forth in Article 22, Section D of the CBA, then the College will increase the Employee's base salary or regular rate of pay to the midpoint (50%) of the College's job grade structure for the Employee's position as it was calculated the day before ratification of the CBA in lieu of the increase in Article 22, Section D on the effective date of that increase.

## THE LIST

<b>Last Name</b>	<b>First Name</b>	<b>Business Title</b>	<b>Balance</b>
Meyers	Rebecca	Instructional Technologist	\$335.90
Gharavi	Micah	Assistant Registrar, Communication & Reporting	\$335.90

**APPENDIX B  
JOB GRADE STRUCTURE**

<b>Salary Structure - SEIU</b>			
<b>Effective January 1, 2023</b>			
<i>Salary Range - Annual</i>			
<i>Grade</i>	<i>(25th) Minimum</i>	<i>(50th) Midpoint</i>	<i>(75th) Maximum</i>
S-23-01E	\$31,200	\$35,880	\$40,560
S-23-02E	\$34,320	\$39,468	\$44,616
S-23-03E	\$36,949	\$43,415	\$49,881
S-23-04E	\$40,644	\$47,756	\$54,869
S-23-05E	\$43,777	\$52,532	\$61,287
S-23-06E	\$49,249	\$59,098	\$68,948
S-23-07E	\$54,274	\$66,486	\$78,697
S-23-08E	\$61,058	\$74,796	\$88,535
S-23-09E	\$68,691	\$84,146	\$99,601
S-23-10E	\$75,731	\$94,664	\$113,597
S-23-11E	\$85,198	\$106,497	\$127,797
S-23-12E	\$95,848	\$119,809	\$143,771
S-23-13E	\$107,828	\$134,786	\$161,743
S-23-14E	\$121,571	\$155,003	\$188,435
S-23-15E	\$139,807	\$178,254	\$216,701
S-23-16E	\$160,778	\$204,992	\$249,206
S-23-17E	\$181,339	\$235,741	\$290,142
S-23-18E	\$208,540	\$271,102	\$333,664
S-23-19E	\$235,296	\$311,767	\$388,238

<i>Salary Range - Hourly</i>			
<i>Grade</i>	<i>(25th) Minimum</i>	<i>(50th) Midpoint</i>	<i>(75th) Maximum</i>
S-23-01NE	\$15.00	\$17.25	\$19.50
S-23-02NE	\$16.50	\$18.98	\$21.45
S-23-03NE	\$17.76	\$20.87	\$23.98
S-23-04NE	\$19.54	\$22.96	\$26.38
S-23-05NE	\$21.05	\$25.26	\$29.47
S-23-06NE	\$23.68	\$28.41	\$33.15
S-23-07NE	\$26.09	\$31.96	\$37.84
S-23-08NE	\$29.35	\$35.96	\$42.56
S-23-09NE	\$33.02	\$40.45	\$47.89
S-23-10NE	\$36.41	\$45.51	\$54.61
S-23-11NE	\$40.96	\$51.20	\$61.44
S-23-12NE	\$46.08	\$57.60	\$69.12
S-23-13NE	\$51.84	\$64.80	\$77.76
S-23-14NE	\$58.45	\$74.52	\$90.59
S-23-15NE	\$67.21	\$85.70	\$104.18
S-23-16NE	\$77.30	\$98.55	\$119.81
S-23-17NE	\$87.18	\$113.34	\$139.49
S-23-18NE	\$100.26	\$130.34	\$160.42
S-23-19NE	\$113.12	\$149.89	\$186.65

**APPENDIX C**  
**MEMORANDUM OF AGREEMENT PLUS ONE HEALTH PLAN**


**Memorandum of Agreement**

Emerson College (the "College") and Service Employees International Union, Local 888 (the "Union") (collectively, the "Parties") enter into this Memorandum of Agreement (the "Agreement") to resolve on a non-precedent setting basis the class action grievance filed by the Union on November 8, 2022 regarding the eligibility of members of the bargaining units represented by the Union ("Employees") to enroll in the College's "plus one" health insurance plans during open enrollment in November 2022 (the "Grievance"). In furtherance of their mutual desire to resolve the Grievance, the Parties agree as follows:

1. The College will permit eligible Employees to participate in the November 2022 open enrollment for the "plus one" medical and dental plans for plan year 2023 under the same terms and conditions as those "plus one" plans are made available to College employees who are not represented by a union. Those terms and conditions include a seventy percent (70%) employer and thirty percent (30%) employee cost share for the medical plan and the flat dollar subsidy for the dental plan.
2. For plan year 2023, the College will extend to Employees the same supplement to the cost of the family tier for the medical and dental plans as the College extends to College employees who are not represented by a union.
3. Eligible Employees may enroll in the voluntary vision plan which is 100% employee paid under the same terms and conditions as the voluntary vision plan is made available to College employees who are not represented by a union.
4. The College denies any breach of the Parties' collective bargaining agreement as alleged by the Union in the Grievance and this Agreement does not constitute an admission of a breach of that collective bargaining agreement or of any wrongdoing.
5. The Union withdraws the Grievance with prejudice and agrees not to file another grievance arising out of Employee eligibility to participate in the College's medical, dental or vision plans for plan year 2023.
6. This Agreement sets no precedent beyond its express terms with respect to the medical, dental and vision plan year 2023 and open enrollment for those plans for plan year 2023.

**AGREED AND ACCEPTED**

**SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 888**

By: 

Print Name: DENNIS LEVINE

Dated: 11/15/2022

4861-1272-0702, v. 1

**EMERSON COLLEGE**

By: 

Print Name: Cathy Carney

Dated: 11-18-22

## **APPENDIX D SIDE LETTER REGARDING STAFFING**

This will confirm that during negotiations for a successor agreement to their first collective bargaining agreement (the “Agreement”), commencing on August 18, 2021, Service Employees International Union, Local 888 (the Union”) and Emerson College (the “College”) had substantial discussions on staffing at the College. The Union and the College recognized and agreed that they collectively would benefit from further regular engagement on staffing challenges and various means to address those challenges.

To that end, the Union and the College will take the following steps

1. Creation of a Staffing Committee: (within 60 days of the final ratification of the successor to the Agreement):
  - a. the College will designate five members of management, at least one of whom will be a member of the Office of Human Resources, to serve on the Staffing Committee.
  - b. the Union will designate a total of five individuals to serve on the Staffing Committee, who may be Employees or SEIU Representatives, to serve on the Staffing Committee.
  - c. the Staffing Committee’s general charge will be:
    - i. ongoing review of posted vacancies in the bargaining units;
    - ii. discussion of strategies for filling vacancies in the bargaining units;
    - iii. seeking feedback about workload and workflow from Employees and managers in departments where Employees work; and
    - iv. discussion of strategies to relieve workload and workflow concerns. The Committee will provide a report to the Chief Human Resources Officer once an academic year about the staffing situation in each department in the bargaining unit.
2. Ongoing activities of the Staffing Committee:

- a. The Staffing Committee will meet at least once a month for the first three months following ratification of the successor to the Agreement. Thereafter, the Staffing Committee will meet each calendar quarter. The agenda for the next meeting will be set by mutual agreement within one week of the end of the previous meeting. Agenda topics will be focused exclusively on staffing.
  - b. At each meeting, the Staffing Committee will review and approve the minutes of their previous meeting and make them available to Employees after the meeting ends.
  - c. Representatives of the Staffing Committee will meet one time each academic year to assess the staffing situation within the bargaining unit as follows: (i) in Academic Affairs, one meeting per school; and (ii) in administrative areas, there will be one meeting with each team that has five (5) or more Employees (Employees on a team of fewer than five (5) Employees can join a meeting with another team). These meetings will be up to one (1) hour in duration. The Staffing Committee will be represented in these meetings by at least one (1) member appointed by the Union and at least one (1) member appointed by the College, and shall include a member appointed by the College who works in the school or department in which the Employees attending the meeting work. The manager(s) of the Employees who are the subject of the meeting will be invited to attend the meeting.
3. Mutual Obligations: The Union and the College agree that members of the Staffing Committee will work collaboratively together to achieve the objectives in the Staffing Committee's general charge.



**APPENDIX E**  
**SIDE LETTER TEACHING BY EMPLOYEES**

Notwithstanding any provision of Article 26, Teaching by Employees, the College will review and remove teaching from and include other duties in the positions of the following four Employees who have existing teaching obligations included as part of their full-time jobs and full-time salary. The positions will be revised in accordance with existing job reclassification procedures in this Agreement and in consultation with the Department Chair and the Office of Human Resources. The affected Employees (listed below) will not receive a reduction in pay or rank as a result of this exercise.

Ryan Bates

Richelle Devereaux-Murray

Joseph Keener

Matthew McMahan