# AGREEMENT

BETWEEN

THE BOARD OF HIGHER EDUCATION

AND

AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 1067/COUNCIL 93, AFL-CIO

APPENDIX H GRIEVANCE FORM 112

APPENDIX I Unit 1: CLASSIFICATION TITLES AND PAY GRADES 115

APPENDIX J ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY FOR PUBLIC SAFETY PERSONNEL 122

APPENDIX K (Intentionally Omitted) 129

APPENDIX L MEMORANDUM OF INTERPRETATION – HOLIDAY PAY 130

APPENDIX M MEMORANDUM OF UNDERSTANDING WORKER'S

## ARTICLE 1
## RECOGNITION

[redacted]

12. **UNION.** The term "Union" shall mean the [illegible]

## ARTICLE 4
## MANAGEMENT RIGHTS

The Union and the Board of Higher Education and/or the Administration of the several State Universities, Colleges and Community Colleges agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the College from the management of its operations, including but not limited to:

1. the determination of the standards of service to be provided and standards of productivity and performance of its employees;
2. the right to determine the size and composition of the work force;
3. to determine educational and work standards;

## ARTICLE 5
## UNION SECURITY

[redacted]

## ARTICLE 6
## AGENCY SERVICE FEE

Section 1

[redacted]

Where the College does not provide an orientation program for new employees, a one hour

## ARTICLE 8
## NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1

The parties acknowledge that under applicable law they may not discriminate in any way against employees covered by this Agreement on the basis of race, color, creed, religion, national origin, ancestry, gender, age, disability, sexual orientation, gender identity, gender

## ARTICLE 9
## FAIR PRACTICES

[redacted]

P. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

Q. When an employee is separated from the payroll because he she has exhausted

their sick leave, the College shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

Section 2 Paid Personal Leave

History of sick leave usage: Consideration shall be given to the previous use of leave benefits. Input must be sought from the employee's supervisor(s) and pertinent attendance or personnel records.

Length of request: The provision is not intended to provide for long term or permanent

Section 6

Whenever the CEO has been informed that any workday has, in whole or in part, been declared a skeleton day he/she shall determine, who among the employees shall be released with pay from the regularly scheduled duties for the duration of the skeleton day.

Section 7

An employee who is on leave without pay or is absent without pay for any of their scheduled workday immediately preceding or immediately following a holiday shall not receive holiday

are not entitled to the above lunch allowance for travel of less than twenty-four (24) hours.

Section 3 Overtime

Employees who work three (3) or more hours of authorized overtime, exclusive of meal

## ARTICLE 16
## PARKING

[redacted]

Proper parking facilities shall be available to the employees covered by this contract with [redacted]

placed in a step in grade which results in the employee receiving a salary rate equal to or

C. Bumping

position in an equal or lower graded classification which the employee has previously

Section 7

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students, except for short periods of time not in excess of twenty (20) hours per week. Th

## ARTICLE 21

## CONTRACTING OUT

Within a reasonable time prior to the State University, College or Community College contracting out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the CEO and the Union shall discuss the availability of similar positions within the CEO's jurisdiction for which the laid off employee is determined to be qualified and shall discuss the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to [illegible]

## ARTICLE 22
## OUT OF TITLE WORK

Section 1 Work in a Lower Classification

A. When an employee is assigned by the CEO to perform the duties of a position classified

B. Part-time Employees

1. Eligibility

a. All part-time employees who are members of a collective bargaining unit and

date of enrollment, shall be eligible for state university or community college system-wide tuition remission benefits and all part-time members who have been

adequacy with respect to current research and recommend additions to the standards where shown to be necessary.

Section 5

A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the Labor/Management Committee as established in Article 33.

B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at their station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.

C. Pregnant employees who work on VDT systems may request temporary reassignment

position, and the employee serves under the same department head. Nothing contained in this Section shall deny an employee the right to a promotion pursuant to Article 19.

Section 3

Each employee shall receive a written copy of their evaluation and shall be entitled to discuss the evaluation with their immediate supervisor and, if requested, with the supervisor of the

## BACKGROUND CHECKS/ CRIMINAL OFFENDER RECORD INFORMATION (CORI)

## ARTICLE 34

## HUMAN RESOURCES/COMPENSATION MANAGEMENT SYSTEM

Section 1

All employees covered by the terms and conditions of this Agreement shall be paid on a bi-weekly basis.

Section 2

Salary payments shall be electronically forwarded directly to a bank account or accounts selected by the employee for receipt. Pay advices shall continue to be made available to employees electronically. Additionally, an employee may request a paper copy from the

## ARTICLE 35
## NO STRIKE/NO LOCKOUT

[redacted]

## ARTICLE 37
## SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties

## ARTICLE 38

This Agreement shall be for the three (3) year period from July 1, 2020 to June 30, 2023 and terms contained herein shall become effective on July 1, 2021 unless otherwise specified. At

# APPENDIX C
# SALARY CHARTS

**APPENDIX F**

**CERTIFICATE OF ELIGIBILITY FOR SYSTEM WIDE REMISSION STUDENT TUITION CREDIT FOR HIGHER EDUCATION EMPLOYEES**

Before completing this form please read carefully the Board of Higher Education System wide tuition Remission policy for Higher Education Employees to determine if you, your spouse or your dependent child are eligible for tuition remission benefits. After completing the form you

must have it signed by both your Department Head and the College's Chief Human Resources

# APPENDIX G
## PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

**Evaluation Status:**

Name_____ Grade _____

Examiner's Comments:

APPENDIX G (CON'T)

## Part B.

## COMMENTS OF DEPARTMENTAL SUPERVISOR WHO PERFORMED THIS EVALUATION

**Probationary 3 month & 6 month Evaluation**

**Recommendation:**

____ **Retention**

____ **Dismissal**

Annual or Other Evaluation

**Recommendation:**

____ **No Action Required**

____ **Other (Explain/Specify)**

*Signature and Title of Departmental Supervisor* *Date*

*Date of discussion with Supervisor*

*Signature of Employee (Does not imply Agreement or Disagreement with Evaluation)*

## Part C.

**APPENDIX H**
**GRIEVANCE FORM**

**College**_____ **Grievance Number:**_____

| | |
|---|---|
| Initiallv Filed On<br>Step I<br>Filed On | |

II. Step II _____
Filed On

**Title(s)**

_____

_____

_____

_____

_____

_____

_____

## When and Where Grievance Occurred

Give date, day, time and location

_____

_____

_____

_____

_____

**APPENDIX H (CON'T)**

## Specific Provision(s) Breached

Give contract Article Section and explanation if necessary.

_____

_____

_____

_____

_____

_____

_____

## Relief or Remedy Sought

_____

_____

_____

_____

_____

_____

**Signature of Grievant(s)** _____ **Date** _____

Mandatory

**Signature of Union Steward** _____ **Date** _____

Optional

**Received by** _____ at Step ____ on _____

| | | |
|---|---|---|
| H20X07 | Personnel Analyst II | 20 |
| H19X06 | Pharmacist I | 19 |
| H11X13 | Photo Technician I | 11 |
| H15X15 | Photographer II | 15 |
| H13X17 | Planning Assistant | 13 |
| H13X19 | Receiving Teller I | 13 |
| H14X25 | Receiving Teller II | 14 |
| H17X11 | Reproduction Service Supervisor | 17 |

**APPENDIX I (CON'T)**

**Unit II: Classification Titles and Pay Grades**

As of July 1, 2009

| Code | Title | Pay Grade |
|---|---|---|
| U21Y08 | 1st Class Power Plant Fitter | [illegible] |

| Code | Title | Pay Grade |
| --- | --- | --- |
| H15X34 | Maintenance Working Foreman | 15 |

| Code | Title | Pay Grade |
|---|---|---|
| H15X03 | Storekeeper IV | 15 |
| H15X18 | Superintendent of Grounds | 15 |
| H15X13 | Supervisor Garage and Motor Pool | 15 |
| H10X18 | Trades Worker | 10 |
| H11X19 | Tree Climber | 11 |
| H10X12 | Typewriter Repairman | 10 |
| H18X16 | Utility Plant Operator | 18 |
| H11X27 | Wastewater Treatment Plant Operator II | 11 |

Public Safety Personnel may not refuse to submit to alcohol testing. Refusal shall be considered a positive test.

using any illegal drug(s), or controlled substance(s), except when said controlled substance

alcohol during each year of the testing program

Drug: Up to 25% of all Public Safety Personnel may be randomly tested for

controlled substances during each year of the testing program.

3. Reasonable Suspicion: All unit members shall be subject to an immediate alcohol and/or drug test if reasonable suspicion of alcohol and or drug use is determined by the employee's

shall impact bargain its decision(s) regarding the alternate work schedule, period or cycle with

# APPENDIX P
# CPO STEWARD SIDE LETTER

Massachusetts Department of Higher Education

One Ashburton Place, Room 1401 TEL (617) 994-6950 Carlos E. Santiago, *Commissioner*

October 10, 2018

Mr. Mark Bernard
Special Assistant to the Executive Director Council 93

Assented and A

AFSCM C
By: _____

Name:

Title: cutive Director

Dated: _____ _____

By: _____

Name: _____

Title: _____

Dated: _____

# APPENDIX Q
# SUPPLEMENTAL AGREEMENT COVERING DINING SERVICES AT WESTFIELD STATE UNIVERSITY

**SECTION 20 CAMPUS CLOSURE/SHUT DOWN**

A.. When the President of the College deems it necessary to close the campus to students and non-essential staff during a State of Emergency, pandemic or other unforeseen reasons, best efforts will be made for members of the Dining Service staff to be redeployed to other available positions that they are deemed qualified prior to any implementation of layoffs.

11 20 2020

11-20 20

B. Any redeployment will be in accordance with the employee/members campus seniority.

TABLE No. 1

## Dining Services Classifications

| TITLE | GRADE | WEEKSTAND | [illegible] |
|---|---|---|---|
| Baker I | 7 | 35 | |
| Baker II | 11 | 35 | |
| Baker III | 13 | 35 | |
| Cook I | 10 | 35 | |
| Cook II | 12 | 35 | |
| Cook III | 14 | 35 | |
| Culinary Worker I | 6 | 35 | |
| Culinary Worker II | 8 | 35 | |
| Dietary Worker I | 7 | 35 | |
| Dining Services Supervisor, WSU | 11 | 35 | |
| Dining Room Attendant | 8 | 35 | |
| Head Dishroom Attendant, WSU | 8 | 35 | |
| Maintainer I | 9 | 52 | |
| Maintainer II | 11 | 52 | |

**MEMORANDUM OF AGREEMENT**
**By and Between the BHE and AFSCME COUNCIL 93 LOCAL 1067**
**On Police Officer EMT Stipends and Clothing Allowances**

This Side Letter Memorandum of Agreement is made by and between AFSCME Council 93 Local 1067 (Union) and the Board of Higher Education (BHE) as employer of record for employees at the Commonwealth's State Universities and Community Colleges on this 24th day of November 2021.

November 24, 2022 for a successor collective bargaining agreement covering the period July 1, 2020 to June 30, 20203 (Agreement); and

WHEREAS, the parties are cognizant of the increase in costs for police uniforms and

## SECTION 6-CLOTHING/EQUIPMENT ALLOWANCE

A. Each College shall be responsible for furnishing all required clothing and/or equipment necessary for employment at the campus; or such College shall establish a clothing and

equipment allowance for each uniformed public safety employee. Effective July 1, 2022, the allowance shall be nine hundred and fifty ($950.00) dollars. Such allowance shall be per person and shall be for the purpose of purchasing clothing and equipment required by the campus.

In those instances where a College opts to provide a uniform allowance to uniformed police