TUFTS UNIVERSITY
AND
TUFTS UNIVERSITY POLICE
ASSOCIATION CBA
2014-2017
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PREAMBLE

This Agreement is made April 25, 2015 by and between Tufts University (hereinafter called the "University") and the Tufts University Police Association (hereinafter called the "Association").

ARTICLE I
RECOGNITION AND DEFINITIONS

Section 1. The University recognizes the Association as the exclusive bargaining representative of all Police Officers and CORPORALS employed by the University at its Boston, Medford/Somerville and Grafton, Massachusetts, locations, but excluding all Sergeants, Lieutenants, Captains, Deputy Chiefs, managerial employees, Chief of Police, Director of Public Safety Services, Police Clerks, Police Officer Trainees, and all other employees and supervisors as defined by the National Labor Relations Act. As used in this Section, the phrase "Police Officer Trainee" applies to any individual who has been hired with the intention that he will become a Police Officer until he has received police powers from appropriate authority as determined by the Director of Public Safety.

Section 2. a. As used in this Agreement, the term "employee" or "employees" refers only to such persons that are within the bargaining unit described in Section I of this Article.

b. Unless otherwise noted, "days" means calendar days.

ARTICLE II
GRIEVANCE PROCEDURE

Section 1. For purposes of this Agreement, a grievance is defined as any complaint by an employee that he/she has been subject to a violation or misinterpretation of a specific provision of this Agreement.

Section 2. The purpose of this procedure is to secure, at the lowest possible administrative level, the resolution of grievances. A grievance not initiated within the time limits specified below shall be deemed waived. Failure to appeal a decision on a grievance within the time limits specified below will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the University to respond to a grievance within the time specified shall mean that the appeal may be taken to the next step immediately. The time limits may be extended if there is a mutual agreement in writing.

Section 3. Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits and conditions set forth below. All required written communication under this Article shall be by email:

Step 1: Within ten (10) days after the grievance is, or should reasonably have been, recognized by the employee, the employee shall present the grievance to his/her immediate supervisor and the immediate supervisor shall give his/her response within five (5) days.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the employee shall reduce the grievance to writing, expressing as specifically as possible the nature of the complaint, the provisions of the Agreement allegedly violated, and the desired resolution. This grievance must be presented to the immediate supervisor within five (5) days after the response at Step 1, or, if no response is given, within five (5) days after the end of the period for the response under Step 1. A copy of the grievance will be sent by the employee to the President of the Association and Director of Public Safety. The immediate supervisor will respond in writing to the grievance within five (5) days.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the employee may request a meeting between the Association President or his/her designee and the station commander or his designee. This request must be made in writing to the station commander and Association President within five (5) days after the response at
Step 2, or, if no response is given, within five (5) days after the end of the period for the response under Step 2. Every effort will be made to have that meeting within eight (8) days, but in any event the University will respond in writing at this Step within twelve (12) days. (Step 3 is not applicable to employees regularly assigned to the Grafton campus. Grievances involving such employees are to be processed from Step 2 to Step 4. The Step 2 response will also be treated as the Step 3 response.)

Step 4: If the grievance is not satisfactorily resolved at Step 3, the Association may request a meeting between the Association President or his/her designee and the Director of Public Safety or his/her designee. This request must be made in writing to the Director within five (5) days after the response at Step 3, or, if no response is given, within five (5) days after the end of the period for the response under Step 3. Every effort will be made to have that meeting within eight (8) days, but in any event the University will respond in writing at this Step within twelve (12) days.

Step 5: If the grievance is not satisfactorily resolved at Step 4, the grievance may be taken to arbitration by the Association in accordance with the provisions of Article III, provided that the grievance has been processed in accordance with the time limits and other requirements of this Article.

Section 4. The grievant and Association President (or his designee) will suffer no loss of pay while attending joint Association-University meetings concerning the grievance under Steps 1 through 4, provided that the University agrees to schedule such meetings during working time.

Section 5. A dispute arising out of a supervisor's determination that equipment is safe to operate, after having been notified to the contrary by an employee, may be submitted directly under Step 3 if the Association presents the grievance in writing under that Step within twenty-four (24) hours of the employee's notice to the supervisor that he/she believes the equipment is not safe to operate. If the dispute is not resolved within twenty-four (24) hours after submission, the grievance may be taken to Step 4.

ARTICLE III
ARBITRATION

Section 1. In the event the grievance is not satisfactorily resolved under Article II, Section 3, Step 4, it may be taken to arbitration by the Association, provided that it has been processed in accordance with the time limits and other requirements of Article II and subject to the provisions of this Article.

Section 2. The Association must notify the Vice President of Operations in writing of its intention to arbitrate. This notice must be given in writing within ten (10) days after the response at Step 4, or, if no response is given, within ten (10) days after the end of the period for the response under Step 4. Within twenty (20) days after such notice, the Association must file a Demand for Arbitration with the American Arbitration Association and the arbitrator shall be selected and the grievance processed in accordance with the rules of the American Arbitration Association.

Section 3. The fees of the American Arbitration Association and of the arbitrator and the expense of any required hearing shall be shared equally by the University and the Association, but each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case except as provided in Section 5.

Section 4. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the University and the Association and shall be final and binding upon the University, the Association, and the individual who initiated the grievance.

Section 5. The Grievant, the Association President or his designee, and one Association witness who is a member of the bargaining unit shall suffer no loss of pay for attendance at arbitration hearings if such hearings occur during their regularly scheduled hours of duty. 
ARTICLE IV

BENEFITS

Section 1. Subject to the conditions set forth in this Article, the University will continue to provide coverage in the following programs for bargaining unit employees:

a. Medical insurance
b. Life Insurance
c. Supplemental Life Insurance
d. Long Term Disability
e. Dental Insurance
f. 403(a) and 403(b) retirement plans
g. Supplemental Retirement Annuity
h. Educational Opportunities
i. Tuition Remission

Section 2. Participation in the programs listed in Section 1 will be made available to employees to the extent that, and on the same basis that, they are made available to a majority of University wage employees. Any changes with respect to these programs which are implemented by the University will be applied to members of the bargaining unit on the same basis as applied to a majority of other University wage employees. The University agrees to provide the Association with notice of a contemplated change one (1) month in advance of such change for the programs listed in Section 1, a-g, and six (6) months' advance notice for those listed in Section 1, h and i unless the change is required by federal or state law. The Association waives its right to bargain concerning any changes in these programs for the term of this Agreement whether favorable or unfavorable to employees. This includes, by way of example, changes such as the scope or level of the coverage, eligibility requirements, the insurance carrier, contribution rate, and the elimination of any such program.

Section 3. The benefits under all programs shall be subject to such conditions and limitations as may be set forth in the policies of the plan or contracts of insurance. Any dispute concerning such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration under Article III.

Section 4. Should changes in the programs listed in Section 1 occur, the Association agrees that the University may implement such changes without negotiating with the Association. However, the University agrees to, upon request, discuss with the Association concerning the impact of such changes.

Section 5. Employees will be covered by the University's policy and procedures concerning the Family and Medical Leave Act on the same basis that is applicable to a majority of other University nonexempt employees. The Association waives its right to bargaining concerning any changes in these policies and procedures whether favorable or unfavorable to employees. The University will promptly provide the Association with a copy of any such changes.

ARTICLE V

SENIORITY

Section 1. An employee's seniority shall mean his/her continuous and unbroken service as a police officer by the University. An employee shall acquire no seniority until after completion of his/her probationary period. Upon completion of the probationary period, an employee's seniority shall date from the commencement of said probationary period.

Section 2. An employee's length of continuous service shall be broken and he/she shall lose his/her seniority if he/she:

a. quits or resigns;

b. is discharged for just cause or retires;

c. is absent from work for three (3) consecutive working days without calling in, except for emergency circumstances beyond the control of the employee which prevent the employee from calling in;
d. fails to report for work within five (5) days after having been mailed to his/her last address of record notice of recall;

e. fails to report for work at the expiration of a leave of absence granted by the University for any reason;

f. is laid off and not recalled for a continuous period equal to his/her length of continuous service not to exceed 18 months; or

g. is absent due to sickness or accident for more than a total of twenty-six (26) calendar weeks in any twelve (12) month period unless the absence arises out of a work related injury, in which case the following paragraph will control.

Any absence which arises out of a work related injury with the University will not count as an absence under the preceding paragraph. An employee who is absent because of a work related injury will not have his/her continuous employment broken and shall not lose his/her seniority unless he/she is absent for more than a total of fifty-two (52) weeks within a seventy-eight (78) week period. The Association and University may extend this period in writing by mutual agreement. Any employee who loses his/her seniority under this subsection will be entitled to preferential reemployment and the Association and the University may, upon mutual written agreement, agree to reinstate that employee without any break in seniority.

Section 3. An employee who previously worked as a police officer or a corporal for the University who was or is promoted within the Department will have his/her seniority restored should he/she return to that position or the position of corporal on the following basis, provided, however, that he/she has not had his service broken for a reason set forth in Section 2 and has worked continuously in the Department since the date of promotion. His/her seniority shall be equal to the length of his/her seniority at the time of promotion.

Section 4. A seniority list shall be prepared by the University within sixty (60) days following the signing of this Agreement, sent to and reviewed by the Association for accuracy and then included as an attachment to this document.

ARTICLE VI
PROBATIONARY PERIOD

Each new employee will be considered a probationary employee and shall have no seniority status until he/she has completed a probationary period of three hundred (300) consecutive days of continuous service as a police officer, during which time he/she may be discharged without recourse under this Agreement. Days lost from work in excess of fifteen (15) work days because of sickness, accident or any other reason during the probationary period shall not be considered in computing said three hundred (300) consecutive calendar days and shall not break the consecutive period. This probationary period may be extended only by mutual agreement between the University and the Association, provided, however, that neither party shall be under an obligation to agree to such extension.

ARTICLE VII
NO STRIKE - NO LOCKOUT

Section 1. The Association agrees that during the term of this Agreement there will be no strikes, picketing, stoppage of work, slowdowns, demonstrations, or any other direct or indirect interference with the University's operations, whether general, sympathetic or otherwise.

Section 2. The University agrees that during the term of this Agreement it will not conduct a lockout.

Section 3. The University may impose any disciplinary action, including discharge, upon any or all of the employees involved in activity violative of Section 1.
Section 4. The employees and/or the Association may grieve and arbitrate violations of Section 2. The University may sue the Association for damages and/or obtain injunctive relief for violations of Section 1.

ARTICLE VIII
SEPARABILITY

If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby.

ARTICLE IX
SCOPE OF AGREEMENT

Section 1. This Agreement constitutes the entire Agreement of the University and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties and further invalidates any and all past practices, precedents and verbal agreements not specifically referred to or addressed as part of this Agreement except as provided in Section 4.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 3. The failure of the University or the Association to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the University or of the Association to future performance of any such term or provision, and the obligation of the Association and the University to such future performance shall continue in full force and effect.

Section 4. Prior to January 1, 1991, the Association has the following right. If the Association believes that there is a past practice that its negotiating team was not aware of during negotiations for this Agreement, it may notify the University in writing of that belief. The notice will summarize the nature of the past practice. To be covered by this Section, such a practice must have been (a) clearly enunciated and acted upon; and (b) readily ascertainable over a reasonable period of time as a fixed and established practice accepted by both parties. Upon receipt of the letter, the University will promptly consider it. If it agrees with the Association, the parties will enter into a written agreement signed by the parties. If the University disagrees, it will so inform the Association. The Association may, if the University disagrees, submit the question of whether a past practice, as defined in this Section, exists to arbitration under Article III, and the decision of the arbitrator will be final and binding on that subject. The Association must comply with the time limits set forth in Section 2 of Article III, and the notice of disagreement will be treated as the equivalent of a Step 4 response. After December 30, 1990, no further claims of past practice may be made by the Association or the employees covered by this Agreement.

ARTICLE X
EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

A. It is the policy of the University not to discriminate on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and/or expression, genetic information, military or veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), or any other characteristic protected under applicable federal or state law. Unlawful discrimination has no place at the University and offends the University's core values which includes a commitment to equal opportunity and inclusion. Retaliation against any faculty member for filing or making a good faith report of alleged violations of this policy is prohibited and will not be tolerated.
B. The Association acknowledges that, like other University employees, bargaining unit employees are subject to University policies prohibiting discrimination and harassment, as referenced in this Article.

C. The University shall not discriminate against any employee on the basis of membership in the Association or activities on behalf of the Association.

**ARTICLE XI**

**EQUIPMENT**

**Section 1.** The University agrees to provide to all employees the equipment listed below:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Re-chargeable flashlight or equivalent</td>
</tr>
<tr>
<td>1</td>
<td>Duty Belt and Keepers</td>
</tr>
<tr>
<td>1</td>
<td>Baton and I Holder</td>
</tr>
<tr>
<td>1</td>
<td>Set of Handcuffs &amp; Holster</td>
</tr>
<tr>
<td>1</td>
<td>Service Weapon &amp; Holster</td>
</tr>
<tr>
<td>3</td>
<td>Magazines and Ammunition</td>
</tr>
<tr>
<td>1</td>
<td>Radio</td>
</tr>
<tr>
<td>1</td>
<td>Radio Holder</td>
</tr>
<tr>
<td>1</td>
<td>Buck Knife and Holder</td>
</tr>
<tr>
<td>1</td>
<td>Wallet Badge and Wallet</td>
</tr>
<tr>
<td>1</td>
<td>Coat Badge</td>
</tr>
<tr>
<td>1</td>
<td>Hat Badge</td>
</tr>
<tr>
<td>1</td>
<td>Shirt Badge</td>
</tr>
<tr>
<td></td>
<td>Uniform Accessories</td>
</tr>
<tr>
<td></td>
<td>Business Cards</td>
</tr>
<tr>
<td>1</td>
<td>Trigger Lock or equivalent device.</td>
</tr>
<tr>
<td>1</td>
<td>Belt Pouch for Medical Gloves</td>
</tr>
<tr>
<td>1</td>
<td>Golf Shirt with Logo</td>
</tr>
</tbody>
</table>

**Section 2.** The University will replace equipment which is worn out or unusable as necessary from normal use and wear.

**Section 3.** Those officers who request body armor vests from the University will be required to wear such vests at all times while carrying a firearm on duty, unless expressly authorized otherwise by command staff. This requirement also applies to plainclothes officers on special assignments, unless expressly authorized otherwise by command staff. Such officers will receive $750 per year for wearing the vests and must continue to do so as a condition of employment.

Those officers who have previously requested body armor vests from the University and who agree to accept the $750 annual incentive for wearing such vests will be required to wear such vests at all times while carrying a firearm on duty, unless expressly authorized otherwise by command staff. This requirement also applies to plainclothes officers on special assignments, unless expressly authorized otherwise by command staff. Such officers will receive $750 per year for wearing the vests and must continue to do so as a condition of employment.

Any officer hired after ratification of the 2012-2014 Agreement must wear such vests at all times while carrying a firearm on duty, unless expressly authorized otherwise by command staff. This requirement also applies to plainclothes officers on special assignments, unless expressly authorized otherwise by command staff. Such officers will not receive any compensation for doing so.

Such body armor vests in all cases shall be provided by the University at no cost to the officer. The University will replace body armor at 5 year intervals or when damaged or destroyed in the line of duty under standards and procedures established by the employer.
The University will pay 100 percent of the cost of pre-approved body armor that is purchased by an employee for use while working for the University and will reimburse an employee upon presentation of a receipt for such purposes. Any such vest purchased by an employee must be worn at all times while carrying a firearm on duty, unless expressly authorized otherwise by command staff.

The University agrees to discuss with the Association the type (but not the protection value) of body armor that officers may be required to wear under this Section.

Any officer (other than those sworn officers hired on or after July 1, 2014 who are required to wear protective vests) who does not accept incentive payment and/or University-issued protective vests will not be required to wear a protective vest while on duty and carrying a firearm.

Officers who choose to purchase their own protective vests, who do not accept incentive payment for wearing such vests, and who do not seek reimbursement for the personal purchase of such protective vests, but who seek to wear such vests while on duty and carrying a firearm, may do so provided that said vest and its manufacturer documentation are submitted for inspection to the department's armorer, that the armorer determines that said vest meets or exceeds the protection value that the University has established, and that the such vest is not beyond its useful life, as defined by the manufacturer, or is less than five years old, whichever comes first.

Section 4. Employees will use, safeguard and store equipment in accordance with Department rules.

ARTICLE XII

UNIFORMS

Section 1. The University agrees to issue to all new employees the clothing listed below. It also agrees to repair or replace uniforms that are damaged or destroyed in the line of duty under standards and procedures established by the employer. The University will solicit input in the design of new polo shirts.

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Hats</td>
<td>1 Watch cap</td>
</tr>
<tr>
<td>3</td>
<td>Summer Shirts</td>
<td>1 Summer Jacket</td>
</tr>
<tr>
<td>3</td>
<td>Winter Shirts</td>
<td>1 raincoat/hat</td>
</tr>
<tr>
<td>2</td>
<td>Summer Trousers</td>
<td>1 Sweater</td>
</tr>
<tr>
<td>2</td>
<td>Winter Trousers</td>
<td>1 Patches</td>
</tr>
<tr>
<td>1</td>
<td>Belt</td>
<td>2 Turtlenecks</td>
</tr>
<tr>
<td>2</td>
<td>Ties</td>
<td>2 Baseball caps</td>
</tr>
<tr>
<td>1</td>
<td>Winter Jacket</td>
<td></td>
</tr>
</tbody>
</table>

Section 2. Employees will wear uniforms in a manner consistent with Department policy as may be reasonably modified from time to time by the University.

Section 3. The University shall provide reflective traffic safety vest to all sworn officers, who shall be required to wear them while directing traffic, provided that a reversible jacket with reflective design shall be an acceptable alternative to a reflective safety vest.

Section 4. Baseball caps may only be worn between the dates between graduation and matriculation. Woolen caps may be worn between December 1 and February 28 and sweater/turtle necks from November 1 through March 31. The Director or designee may authorize the wearing of woolen caps earlier or later than these dates as well.
ARTICLE XIII

DISCIPLINE AND DISCHARGE

Section 1. Employees shall be disciplined or discharged for just cause.

Section 2. The following are examples of conduct which will result in automatic grounds for dismissal. If the employee is shown to have engaged in such conduct, an arbitrator will be without power or authority to order reinstatement, back pay or other relief:

a. Theft of University property.

b. Insubordination, which is defined to include the failure to carry out any reasonable and lawful order or written directive of a supervisor as well as publications about a supervisor which are defamatory, demeaning, offensive or combative, unless privileged.

c. Intentional falsification of University or police records, reports or time records.

d. Malicious damage to University property.

e. Intentional misuse of University keys, provided that proper use of the keys is clearly set forth in writing.

f. Intentional misuse of firearms, baton or knife.

g. Incompetence, provided that the University has made a reasonable effort to counsel the employee and given him/her an opportunity to correct the problem.

h. Reckless or grossly negligent conduct which is defined to include conduct which is grossly careless, aggressive or reactive and which demonstrates conduct which disregards personal and/or property rights of others.

i. Use (other than those drugs lawfully prescribed by a physician), improper or unlawful possession, or intoxication because of a controlled substance while on duty on University property.

j. Improper possession, use or intoxication because of alcohol while on duty.

k. Intentional sleeping while on duty.

Section 3. The following are examples of conduct which may result in disciplinary action up to and including suspension or discharge with the arbitrator having the power and authority to determine the appropriate penalty:

a. Work related assault or battery.

b. Not reporting accidents or damage to University property.

c. Unauthorized use of University facility.

d. Neglect of duty which is defined to include the failure to perform duties as reasonably instructed, assigned or directed. In the absence of specific instruction or directive, failure to perform his duty in a reasonable manner.
e. Failure to maintain powers necessary to work as a University police officer, including but not limited to, city/town police powers as required by the University.

f. Failure to maintain a valid driver's license unless the University can reasonably accommodate the officer.

g. Statements about a supervisor which are defamatory, demeaning, offensive or combative, unless privileged.

h. Abuse of sick leave, persistent tardiness or unauthorized absences.

i. Negligent use of firearms, baton or knife.

ARTICLE XIV

MANAGEMENT RIGHTS

Section 1. Unless expressly and specifically limited or modified by a provision of this Agreement, the rights, powers, and authority heretofore held by the University over the complete operations, practices, procedures, and regulations with respect to campus law enforcement employees shall remain solely and exclusively in the University, except as otherwise prohibited by law, including, but not limited to, the following: determine the standards and levels of services to be offered by the University; supervision of its employees; take disciplinary action or discharge its employees; recruit, employ, train, assign, demote, lay off, transfer or promote its employees; relieve its employees from duty because of lack of work, reduction in force, or other legitimate reasons; issue reasonable rules, regulations and standards of conduct; issue reasonable operating orders and procedures; prescribe standards for recruitment, hire and promotion, prescribe reasonable physical fitness standards, reasonable performance standards, and reasonable dress and grooming standards; determine work schedules; determine methods, means and personnel by which the University's law enforcement operations are to be conducted; determine the content of job classifications; establish jobs and transfer employees between campuses, buildings and shifts in accordance with Article XXI; subcontract work; employ temporary hourly employees and student help; exercise complete control and discretion over the University's organization, facilities, and security; and evaluate its employees.

ARTICLE XV

BULLETIN BOARD

The University will make available to the Association a bulletin board at each station, provided the use of such board shall be restricted to the postings of notices regarding the business affairs, meetings and social events of the Association. Such notices shall not be larger than 8 1/2 x 11 inches.
ARTICLE XVI
HOLIDAYS

Section 1. The following will be recognized as paid holidays under this Agreement:

- New Year's Day (January 1)
- Martin Luther King Day (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Patriot's Day (3rd Monday in April)
- Memorial Day (As observed by the University)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Columbus Day (2nd Monday in October)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Friday after Thanksgiving
- Christmas Day (December 25)
- University Holiday(s) (If designated by the University)

Section 2. When a recognized holiday falls on Sunday, the following Monday will be recognized as the holiday. When a recognized holiday falls on a Saturday, the previous Friday will be recognized as the holiday unless the University designates another day as the holiday.

Section 3. An employee may, with agreement of the University, waive holiday pay for time off at a mutually agreed time.

Section 4. In order to be eligible for holiday pay, an employee must work in full his/her last scheduled shift before and first scheduled shift after the holiday. Failure to fulfill this responsibility will be cause to forfeit holiday pay except that absences for sympathy leave, jury duty, paid sick leave (if accompanied by a physician's letter acceptable to the University), paid personal leave or paid vacation are excusable from this provision. An employee who has been absent for two weeks or longer because of any reason other than paid vacation shall not be eligible for holiday pay unless the employee is on an approved FMLA certified absence.

Section 5. If a recognized holiday falls during the employee's vacation, the employee is entitled to an additional vacation day in lieu of the holiday, which will be taken at a time mutually agreed to by the University and the employee.

Section 6. An employee who has been employed by the University for six (6) months or more on July 1 will receive two (2) paid personal days. If an employee has been employed for less than six (6) months as of July 1, he will receive one (1) personal day.

Section 7. The practice of computing paid hours during a week in which there is a paid holiday will continue.

Section 8. For up to four (4) holidays per year worked by an officer, in addition to holiday pay, the officer may be paid for the eight (8) hours' worked at the rate of time and one-half or in the alternative may request and will receive four (4) hours' pay at straight time and an additional eight (8) hours to be banked for later use within the fiscal year.

ARTICLE XVII
VACATION

Section 1. The University's vacation year is the twelve-month period beginning July 1 and ending June 30. A month will be counted for vacation credit if the employee starts on or before the fifteenth of the month or terminates on or after the fifteenth of the month.

Section 2. An employee who has been employed by the University on a full time basis for at least one (1) year but less than ten (10) years will earn vacation at a rate of 1.25 days per month for a total of fifteen (15) days of paid vacation.
Section 3. An employee who has been employed by the University on a full time basis for at least ten (10) years will earn vacation at a rate of 1.66 days per month for a total of twenty (20) days of paid vacation. An employee who has been employed by the University for twenty-five (25) years will earn vacation at a rate of 2.08 days per month for a total of twenty-five (25) days of paid vacation.

Section 4. An employee may not take any vacation unless he has been employed by the University on a full time basis for at least six (6) months.

Section 5. Each full day of vacation shall be computed at eight (8) hours' time at the employees straight time hourly rate.

Section 6. An unpaid absence of less than one (1) month or an absence due to an industrial accident of less than six (6) months will not affect an employee's vacation accrual. Longer absences will result in a break in monthly vacation accrual.

Section 7.

A. As of January 1, 2008, the University is changed to a centralized tracking of vacation, personal and sick time, and will implement a maximum amount of vacation time an employee may accrue. The policy described in this section shall also govern the accrual and tracking of vacations, personal, and sick time available to employees covered under this Agreement. An employee’s maximum accrual is as follows: 30 days (240 hours based on a 40 hour week) for a full-time employee with less than ten (10) years of service, forty (40) days (320 hours) for employees with more than ten (10) years of employment, or fifty (50) days (400 hours) for a full-time employee with twenty-five (25) or more years of service.

B. Effective January 1, 2010, once the maximum accrual is reached, vacation time will stop accruing until the balance drops below the maximum accrual balance.

C. When accruals are awarded for the month, any employee with a balance above the maximum will not accrue vacation for that month or any subsequent months the balance remains above the maximum. When the balance falls below the maximum, the employee will begin accruing only up to the maximum and there will be no accrual given for previous months when a balance was above the maximum and no accrual was applied.

Section 8. The vacation schedule, which shall encompass the entire twelve (12) calendar months between July 1 and June 30, shall be posted by the University on or before the February 13 preceding each vacation year. The available vacation periods as allocated by the University shall be in forty (40) hour per week blocks. Employees must state their preference between March 1 and March 15. In the event more employees claim the same vacation period than there are periods available, seniority shall prevail. Requests for vacation submitted after March 15, including requests under Section 9, are subservient to requests already submitted, regardless of seniority. The number of employees allowed vacation during any particular period is based on the operational need of the University.

Section 9. The University may, in its discretion, permit employees to take vacation at times other than those allocated under Section 8 and/or in less than forty (40) hour blocks.

Section 10. An employee whose employment is terminated will be paid for any earned but unused vacation.

Section 11. Employees shall be given their vacation pay in advance of their vacation if advance pay is reasonably requested by the employee.

Section 12. If an employee is ill for more than three (3) days during his/her vacation, he/she may use accrued sick time in lieu of vacation, provided that he/she, if requested, provides a written statement from his/her physician regarding the illness.

Section 13. If the University and an employee mutually agree in writing, the University may buy back up to two (2) weeks of that employee's vacation at his straight time hourly rate.
ARTICLE XVII

HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall consist of forty (40) hours which shall be scheduled as follows:

A. Grafton Campus
   1. A normal work week of five (5) consecutive days at eight (8) hours per day;
   2. A normal work week of four (4) days, two of which shall be eight (8) hours per day and two (2) of which shall be twelve (12) hours per day; or
   3. A normal work week of four (4) days, all of which shall be ten (10) hours per day.

B. Medford Campus
   1. A normal work week of four (4) days, two (2) of which shall be eight (8) hours per day and two (2) of which shall be twelve (12) hours per day; or
   2. A normal work week of four (4) days, all of which shall be ten (10) hours per day.
   3. Four officers on the Medford campus plus a number equal to the sum of the number of officers assigned to that campus with a seniority date after June 30, 1990, may be required to work any of the three (3) work weeks set forth in Section 1, A; or
   4. A "four and two" schedule subject to the provisions of Section 20.

C. Boston Campus
   1. A normal work week of four (4) days, two (2) of which shall be eight (8) hours per day and two (2) of which shall be twelve (12) hours per day; or
   2. A work week of four (4) days all of which shall be ten (10) hours per day.
   3. No officer on the Boston campus will be required to work a work week other than as set forth in Section 1, C, 1 or 1, C, 2; provided, however, that a number equal to the sum of the number of officers assigned to that campus with a seniority date after June 30, 1990, may be required to work any of the three (3) work weeks set forth in Section 1, A.

Section 2. Specialists and corporals may be required to work any of the three work weeks set forth in Section 1, A, and will not be counted as officers that may be so required under Section 1, B, and 1, C to work any of the work weeks set forth in Section 1, A.

Section 3. No more than one police officer per campus shall be employed on a part-time basis unless mutually agreed to by the University and the officer. No officer with a seniority date prior to July 1, 1990, will be required to work part-time.

Section 4.

An employee assigned to overtime shall receive a minimum of four (4) hours of overtime pay even if the assignment is less than four (4) hours, unless such overtime is contiguous to an employee's shift. This provision does not apply to detail assignments for which the four (4) hour minimum applies regardless of whether it was contiguous.

Pay for a call-in starts when an employee leaves his home, but may not exceed one (1) hour of commuting time.

Section 5. The work week shall begin at 7:00 am Sunday and continues to 6:59 am the following Sunday.
Section 6. Employees will be paid time and one-half their regular rate of pay for time actually worked in excess of forty (40) hours in the work week. Only hours actually worked will count, except that paid sick leave, paid personal leave, paid bereavement, paid and approved compensatory time, and paid holiday hours will be treated as hours actually worked. If a holiday falls on an employee’s scheduled work day and is not worked by the employee, the holiday shall be considered as having been worked for the purposes of computing hours worked for overtime purposes. Overtime payments shall not be pyramided or duplicated.

Section 7. Insofar as possible, the University will give employees at least twenty-four (24) hours’ notice when overtime work other than work on details is required. An employee with sixteen (16) or more hours of overtime in any week may ask to be passed over for any additional overtime during that week, but any decision to do so will be at the discretion of the University.

Section 8.

A. Details: A detail is defined as work opportunities that are paid from a budget other than Tufts University’s Department of Public and Environmental Safety.

Details may include but are not limited to such assignments as construction work and certain scheduled University events for which a police presence is required. Usually details are scheduled in advance and officers are selected in accordance with the procedures of this section. However, consistent with the University’s rights of assignment, and in cases where there is unanticipated need for a police officer on a detail that has not been previously scheduled, an officer on a regular shift may be reassigned to a detail for all or part of his/her shift without additional compensation and payment at the regular hourly rate. All other detail work shall be at time and a half.

A detail list described in B. below will be used for these assignments; if there are no volunteers for the detail, the mandatory detail list will be used.

B. The University shall maintain the following two (2) lists relating to work on details:

   (1) A list of officers, lieutenants, corporals and sergeants to work on details will be maintained. An officer, corporal, lieutenant or sergeant may remove himself/herself from this list in accordance with Section 14.

   (2) A list of officers and corporals will be maintained based on inverse order of seniority from which overtime (including work on details) may be mandated. Sergeants and Lieutenants will be considered on this list for purposes of mandatory work on details based on their date of employment as officer. An officer, corporal, lieutenant or sergeant may remove himself/herself from this list in accordance with Section 14.

C. Overtime lists will be updated on a daily basis and will be posted on line for officers to review via computer, to take effect within thirty (30) days of ratification.

D. Insofar as possible, the University will give seven (7) days’ notice when work on details for recognized University organizations is required to an officer or sergeant who has volunteered to work a detail during that period. This notice requirement is not applicable to work on other details.

   a. If there are more volunteers than details, the person highest on the list under Section 8 A (1) in terms of eligibility for overtime based on the principal of equitable distribution will be given the detail.

   b. If a volunteer under Section 8 A (1) is not available for a detail, the University may mandate work on that detail from the list maintained under Section 8 A (2).

E. All details and overtime shall be distributed the same on each campus, with the posting of opportunities wherever possible for two weeks and notice to the assigned officers at least one week in advance of each detail/overtime assignment.
a. For detail and overtime assignments where it is not possible to post two weeks in advance, notice shall be sent to all officers by text message and e-mail if more than seven days is available to provide notice, and by text message, e-mail and telephone if seven or fewer days are available.
b. Officers shall have seventy-two (72) hours to reply when more than seven days' notice is provided, before an assignment is made.
c. If seven or fewer days' notice is provided, officers shall have twenty-four (24) hours to reply before an assignment is made, except that when notice is not possible until forty-eight (48) hours before the scheduled assignment, officers shall have two hours to reply before an assignment is made.
d. Where no officers reply within the periods designated above for reply, the assignment will first go to the first officer replying following the end of the designated reply period. E-mail notice of each assignment will be provided at the earlier possible time that it has been identified pursuant to the procedure set forth above, and shall be sent not only to the officer assigned, but also to all other officers who requested that assignment but were not assigned.

Section 9. The University will post for bidding purposes all shifts on the first Sunday in December and on the first Sunday in June, to be effective on the first Sunday in January and the first Sunday in July respectively.

The posting shall include the hours and days of each job subject to the limitations set forth in Section 1. The jobs shall be awarded in accordance with Article XXI, Section 2.

The posting will be made not less than thirty (30) days before it is to become effective. Until the next posting, no employee will be required to change his hours except in the following situations:

a. There is an unusually high reduction or turnover in staff.
b. A public safety emergency.
c. For training, provided that the employee is given not less than twenty-one (21) days' notice and the combination of the training and/or duty results in hours of work totaling not less than eight (8) hours of work on the day that the training occurs, which may include an unpaid lunch period not to exceed one (1) hour. As used in this subparagraph, "training" does not include the transfer of an employee from one campus to another for purposes of cross-campus training.

When a posted training schedule changes an employee's hours of work, the employee may request, if the change causes a hardship for him/her, that his/her training be rescheduled to another date. The University will make a good faith effort to grant this request, provided that this does not result in additional economic cost to The University, and the training will not be delayed beyond the time deemed appropriate by the Director.

Section 10. Nothing contained in Section 9 will restrict the University's right to require employees to work at times outside of the scheduled work day or work week. This includes the right of the University to mandate training during such times that are not provided for in Section 9, provided that it complies with Section 4 of this Article. This would include, by way of example, two (2) hours of training and two (2) hours of duty.

Section 11. a. After July 1, 1992, the University may include on the posting under Section 9 the following: For employees regularly assigned to the Medford campus the posting may include up to a full schedule on the Boston campus for not more than two (2) such Medford campus officers. For employees regularly assigned to the Boston campus the posting may include up to a full schedule on the Medford campus for not more than two (2) such Boston campus officers. After the first posting of this type, the University will have a similar posting until at least two (2) usual postings under Section 9 have occurred. An officer that has previously worked on another campus as a result of a bid under this Section is excluded from bidding such shifts until all other officers on the campus to which they are regularly assigned have bid and worked shifts under this Section. An officer who bids on the Boston or Medford schedule pursuant to this Section will do so based on his/her seniority date. The assignment of an officer regularly assigned to the Medford campus to the Boston campus pursuant to this Section shall not reduce the number of schedules posted under Section 1, c, of this Article.

b. In addition to the shifts posted and bid under Section 11, the University may assign for any or all posting periods the one officer with the least departmental seniority to a shift on any of the three (3) campuses, provided that this assignment
is for forty (40) hours per week on that campus and is for the full posting period. This provision shall not apply to any officer with a seniority date on or before September 30, 1996.

Section 12.

a. The University may include on the posting under Section 9 no more than a total of three (3) relief shifts. An employee working such a schedule will be granted a mileage allowance when he/she works on a campus other than the one he/she is regularly assigned for the miles, if any, in excess of his/her usual commute. The University will provide not less than forty-eight (48) hours' notice before changing the schedule of an employee working on a relief shift unless the University and the employee agree to a shorter period.

b. The University may reassign an employee from one campus to another, but this will not occur more than once during his/her shift unless a public safety emergency exists. The employee will be permitted to use a cruiser for transportation if one is available. If not, he/she will be paid a mileage allowance for using his/her own vehicle. The employee shall be released from the campus that he/she was reassigned to at a time that should enable him/her to return to the other campus at or before the end of his/her shift.

c. The University may include on the posting under Section 9 a schedule with a shift(s) on the Grafton campus. No mileage allowance will be paid to the employee working that schedule.

d. No mileage allowance for commuting to work will be paid to an employee working a schedule under Section 11 except as provided in this Section.

Section 13. Overtime work on each campus will be distributed as equitably as practicable among qualified employees doing similar work on each campus based upon overtime hours worked or waived by each employee. Overtime work involving court appearances will not be counted in determining whether such overtime work is equitably distributed.

Section 14. All employees are required to work overtime, and employees may, for bona fide reasons, request that his/her name be removed from the overtime list for either normal overtime or details for a limited period of time, usually not less than one week nor more than four weeks, subject to further extensions at the discretion of the University. If this is practical for the University, the request will be honored but always subject to the condition that an employee can be required to work overtime when, in the judgment of the University, his/her services are needed. The equitable distribution of overtime provision will not apply for removals under this Section.

Section 15. Sergeants and lieutenants will be eligible for overtime on details subject to the principle of equitable distribution. Deputies will be eligible for overtime on details only whenever the list of all sworn officers of lower rank has been exhausted.

Section 16. Any required and approved appearances in court, unless contiguous to a shift, will be paid at a four (4) hour minimum.

Section 17. If during the term of this Agreement either party believes that discussion about the distribution of work in details is warranted, the Association and University will appoint a person and they will discuss the issues.

Section 18. An employee's regular hours of work may be changed for special assignments if he/she and the University agree to the change. Such assignments shall not be subject to the posting or bidding procedures. Any overtime related to such assignments will not be counted for purposes of determining equitable distribution of overtime.
Section 19. An employee eligible to attend the annual service awards function will be paid during such attendance if it occurs during his/her regularly scheduled hours of work. Otherwise, attendance at such function is unpaid.

Section 20. The posting for bidding purposes on the Medford Campus immediately following the effective date of this Agreement and thereafter will include a "four and two" schedule if at the time of such posting there are a minimum of eleven (11) officers available. The shifts will consist of five (5) shifts of eight (8) hours during four (4) weeks of a six (6) week cycle. During the two “short weeks” there will be four (4) shifts of ten (10) hours.

The parties also agree to the following:

- Relief shifts will be identified but will remain flexible pursuant to the provisions of Section 12.
- The positions of Corporal, Crime Prevention, Driver and desk schedules will be highlighted on the posting.
- If the number of available officers referenced in the first sentence of paragraph 20 falls below eleven (11) officers during the period that a “four and two” schedule is in effect, there may be a reposting of another schedule set forth in Section 1,B., prior to the end of the posting period. If the number of available officers increases to a minimum of eleven (11) prior to the end of the posting period, a “four and two” schedule will be reposted.
- In addition to the above provisions, the University will add two additional "four and two" schedule opportunities to the Medford campus. These two additional schedules will be for the 3 pm to 11 pm shift, provided, however, that when an officer assigned to this schedule works on a Thursday, Friday or Saturday, he/she shall work from 7 pm to 3 am instead of 3 pm to 11 pm. In weeks when the officers work their 10 hour shifts, on Thursday, Friday & Saturday, shifts will run from 7 pm to 5 am and the remaining shifts 3 pm to 1 am.

If during the life of this Agreement, the department adds one or two additional full time sworn officer(s) assigned to patrol the Medford campus (addition, not replacement) from the number of patrol officers it has on the Medford campus as of April 1, 2015, then the department will correspondingly add one or two additional “four and two” schedule opportunity(ies). The shift hours for this additional schedule will be determined by the Director.

Section 21. Reset the Detail List, Shift Fill List and Mandatory Detail List on January 1.

Section 22. When a newly hired officer is done with field training and there is at least thirty (30) days left until the next scheduled bid, the University will add a schedule to the campus that needs the officer. The officer with the least seniority exclusive of the new hired officer will have the option of keeping his/her current schedule or taking the new schedule.

Section 23. During periods when the dispatch center is fully staffed, the University will not assign unit members to the dispatch desk, except in cases of emergency.

Section 24. Officers, subject to the approval of the on-duty supervisor present at the time of the swap request, may swap shifts with another officer provided the request to swap is made more than twenty-four (24) hours prior to the shift to be swapped. The supervisor’s approval shall not be unreasonably denied.

Section 25. Bicycle Unit

a. Officers may volunteer to be part of the bicycle unit. No officer will be required to be part of the bicycle unit.

b. An officer who volunteers may be rejected for bicycle patrol based on physical condition.
c. All bicycles used will be purchased by the University.

d. Once an officer has volunteered to be part of the unit, he/she will be appropriately trained and certified at Department expense.

e. The Department reserves the right to assign an officer who has been certified to bicycle patrol at any time for any shift or portion of a shift. However, the officer shall still remain on the shift that he or she successfully bid. Further, nothing in this section shall otherwise affect overtime and detail opportunities.

f. While on bicycle patrol, the officer will be paid a special additional amount of $1.00 per hour for all straight time hours actually on bicycle patrol.

**ARTICLE XIX**

**SICK LEAVE**

Section 1. Following the first three (3) months of employment, a full time employee will be eligible for thirteen (13) paid sick days. Every year on the anniversary date of his/her employment, the employee will receive thirteen (13) additional sick days. Sick days are to be used only for personal sickness or sickness of a member of his/her immediate family when there is no one else that can provide the care needed while an employee of the University, provided, however, that a maximum of ten (10) days per year can be used for the latter reason. Unused sick days may be carried over from year to year without limit.

Section 2. One bonus day will be credited for each six month period (based on anniversary year) that an employee has perfect attendance. As used in this Section, “perfect attendance” means no absence other than because of a paid holiday, paid vacation, paid bereavement and approved paid compensatory time. An employee who does not have perfect attendance but has been absent for only one (1) or two (2) days will be credited with four (4) hours bonus time. Bonus days must be taken within twelve (12) months after they are earned or they are forfeited.

Section 3. An employee who is unable to work for reasons of his/her personal sickness will receive one-half day's pay if he has worked half or less of his regular work day. The balance of his/her pay for that day is chargeable to accrued sick leave. If he/she worked more than one-half his/her regularly scheduled day, he/she will receive a day's pay, with no charge to sick leave. The University may require the employee to be examined by Health Services before he/she may leave. Also, if the University has good faith belief that an employee is abusing this Section, it may deny pay other than for time worked.

Section 4. An employee that has been employed by the University for at least one (1) year on a full time basis is eligible for extended illness leave subject to the following:

a. The employee is employed by the University on a full time basis on the date the extended illness begins.

b. The employee has been absent for twenty (20) consecutive work days and has used all of his/her paid sick days, including accumulated sick days.

c. The employee is not collecting workers' compensation benefits.

Section 5. An employee meeting all of the conditions set forth in Section 4 will receive extended illness leave payments on the following basis:

a. The payments will not begin until the employee has been absent for twenty (20) consecutive work days and has used all of his paid sick days, including accumulated sick days. A working day as used in this Article means a day when the employee would have worked had it not been for the illness.

b. The payments will continue during the period of one hundred eighty (180) calendar days after the illness begins. For example, if an employee has been absent for twenty (20) consecutive work days and has exhausted all of his sick
leave, including accumulated sick leave, he/she would receive payments during the period of approximately the next five (5) calendar months for days that he/she would normally have been scheduled to work.

c. The payments will be equal to sixty percent (60) percent of the employee’s base salary.” Base salary as used in this Article is the amount the employee would normally have earned during that week on a straight time hourly rate basis, excluding overtime, shift differential and all other such payments.

Section 6. The University may establish reasonable rules that an employee must comply with in order to be eligible for paid sick days of extended illness days. Examples of such rules are as follows:

   a. The employee provides medical documentation and updates on his medical condition that are acceptable to the University.
   b. The employee be examined by a physician.
   c. The employee perform light duty work in accordance with Article XXX.
   d. The employee provides the University with the address and telephone number where he can be personally reached each day. The employee will immediately notify the University of any change of address or telephone number.

Section 7. During any period that an employee is receiving payments under this Article he/she will promptly inform the Director, should he/she be so requested, of work for compensation (whatever as an employee, partner, agent, independent contractor or otherwise) that he/she has or is performing during such period. If he/she does not promptly and accurately respond to this request, he/she will repay the University for all payments received under this Article for that illness and may be disciplined under Article XII.

Section 8. An employee performing part-time limited duty work under Article XXX, Section 5, will, provided he/she is otherwise qualified, receive pro rata sick leave on extended illness leave. For example, an employee working twenty (20) hours per week could use one-half of a sick day, assuming he/she had sick time remaining. If the employee was eligible for extended illness leave, he/she could use one-half of an extended illness day which would increase his/her twenty (20) hours of pay to thirty-two (32) hours of pay. Such part-time duty will not extend past the one hundred eighty (180) calendar days under Section 5.

ARTICLE XX

MISCELLANEOUS

Section 1. Employees shall have access to University athletic facilities and libraries on the same basis as a majority of other University nonexempt employees during nonwork hours.

Section 2. The University agrees to provide adequate foul weather gear for employees required to work in foul weather. The University will solicit input from the Association regarding the types of seasonal uniforms to be worn by officers and the dates upon which such uniform changes will be made.

Section 3. The University will provide to the Association access to a private room at reasonable times and for reasonable periods for the conduct of Association meetings.

Section 4. The University will make direct deposit of an employee’s paycheck based upon his written authorization.

Section 5. Employees required to travel on behalf of the University in their privately owned vehicle will be reimbursed at the rate from time to time established by the University, less normal commuting cost.

Section 6. Employees shall be allowed to place in their official personnel file written rebuttals to any derogatory material contained in it.

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Section 7. Newly hired officers will be adequately trained on all three campuses before they start working on a shift bid, but such training shall not exceed three months. However, if an officer has not been adequately trained in a three month period, his/her training can be extended for another three months.

Section 8. The University shall bear the cost of cleaning and maintaining provided clothing and equipment and where practicable will require uniform cleaning vendors to provide pickup and drop off services.

Section 9. Footwear worn by employees shall be acceptable under standards reasonable to the University. During the period from July 1, 2014 through June 30, 2017, the University will reimburse employees for up to $500 expended by them for shoes, boots, tactical gloves or other miscellaneous articles, pre-approved by the University, purchased after June 30, 2014 and used by them while working. Employees must provide evidence of purchase in order to be eligible for reimbursement. Officers hired after July 1, 2014 will receive this benefit on a pro rata basis.

The University shall develop a procedure at one or more suitable vendors where employees may, instead of the reimbursement provided above, obtain up to $500 worth of shoes, boots, or tactical gloves or other miscellaneous articles pre-approved by the University for use while working for the University at no cost to the employee upon presentation of the employee’s departmental ID.

Section 10. When required as a condition of employment, the University shall pay the required fee, and provide the necessary paperwork, for employees to be sworn in as special police officers, constables, or deputy sheriffs in Grafton, Medford, Shrewsbury, Somerville, Westboro, and Suffolk County. Officers shall be paid four (4) hours of overtime for being sworn in the jurisdiction of their campus if they are sworn in during off-duty time unless contiguous to a shift in which case they will be paid for only time actually taken to be sworn in. The University will also pay the required fee to Suffolk County and the annual Deputy Sheriff Dues to that County.

Section 11. No employee will be required to handle or transport hazardous or toxic substances.

Section 12. Any and all equipment and uniforms provided by the University will only be used during the hours of work for which the employee is being compensated by the University, at times during which the employee is dressing for such hours of work, when he/she is commuting directly to or from such work, or at other times as specifically authorized by the Director of Public Safety.

Section 13. In view of the nature of the duties of police officers at Tufts and the fact that all scheduled and overtime hours (including details) are working hours, the following is agreed to. During such working hours no employee will engage in any type of oral or written solicitation of any kind whatsoever, including leafleting, unless specifically authorized to do so by the Director of Public Safety.

Section 14. Should membership in the Middlesex County Deputy Sheriff’s Association become a requirement for being sworn in as a Deputy Sheriff in that County, the University will pay the dues for membership in that Association.

Section 15.

A. An employee who voluntarily terminates employment with the Department prior to the completion of three (3) years of service following completion of a police recruit academy, shall reimburse the University for expenses related to such training at the rate of $600 per week for each week of attendance at a recruit academy while employed by Tufts. The total indebtedness shall be forgiven at a rate of one-thirty-sixth (1/36) for each month of service as a police officer to the University following completion of said academy. The provisions of this Section will apply only to employees hired in bargaining unit positions after November 2, 1999 and prior to July 1, 2014.

B. An employee hired on or after July 1, 2014 who voluntarily terminates employment with the Department prior to the completion of three (3) years of service following completion of a police recruit academy shall owe the University compensation in accordance with the provisions of the pre-hire letter in Appendix A. Such an employee shall sign such pre-hire letter prior to beginning employment and shall be bound by the obligations of said letter.
ARTICLE XXI

SENIORITY AND QUALIFICATIONS

Section 1. The University recognizes the principle of seniority for employees covered by this Agreement. The University will give preference in cases of layoff, rehiring, transfers and job assignments to employees having the most seniority.

Section 2. For purposes of awarding shift bids (other than for specialists) under Article XVIII, Section 9, seniority will govern if the employee meets the minimum qualifications for the positions.

Section 3. The seniority of employees for purposes of this Article is defined in Article V.

Section 4. Employment decisions other than those set forth in Section 1 will not be controlled by seniority and will be at the discretion of the University.

ARTICLE XXII

HEALTH

Section 1. Employee(s) may be required to be examined by a physician(s) of the University's choice, at its expense, when the Director of Public Safety or his designee believes that an employee's medical or physical condition may be unsatisfactory for the position of police officer. The University may also require an annual medical examination.

Section 2.

(a) The University will engage in drug testing of employee on a random basis but at least once a year. Random testing will occur within thirty (30) days on either side of an employee's birthday.

(b) In addition to Section 2 (a), in circumstances where the Director of Public Safety or his/her designee has a reasonable suspicion that an employee is a user of illegal drugs or is working under the influence of alcohol, he/she shall have the right to require that the employee submit without delay to a urinalysis or other appropriate test. Under either random testing under section (a) or this employee-designated testing, the urine or other sample will be taken at a qualified testing laboratory in accordance with its normal procedures. A bifurcated sample shall be taken and clearly marked and sealed, and one-half of the sample given to the employee. If the employee decides to have that sample tested, it will be done at his/her expense and the test will be performed at a qualified testing laboratory. A positive finding in the initial test will require a second confirmation test from the original sample. If the second test is positive, the employee will be given an opportunity to explain the test results to the Director of Public Safety or his designee.

(c) The Director of Public Safety or his/her designee shall have the right in the case of a confirmed positive test to discipline the employee and/or to require as a condition of employment the completion of a rehabilitation program that he/she deems appropriate.

Section 3. Discipline under this Article shall be governed by Article XIII.
ARTICLE XXIII
CREDIT UNION

Employees may participate in the University Employees' Credit Union.

ARTICLE XXIV
PERSONAL LEAVE

Section 1. The University may grant an employee a leave of absence without pay of up to six (6) months for compelling personal reasons. The decision concerning the granting of any such leave is at the sole discretion of the University.

Section 2. Upon return from the leave the employee is entitled to return to the same or similar position unless a reduction in force or other such action that otherwise would have impacted the employee has occurred.

ARTICLE XXV
MATERNITY LEAVE

Section 1. A female employee may take a leave of up to twelve (12) calendar weeks for pregnancy, childbirth, recovery from childbirth, and breast-feeding, provided that she has been employed by the University one (1) or more years as of the earlier of the date the leave begins or the date of birth. During this leave, accumulated sick leave will be used, unless the employee elects not to use it, in which case the leave will be unpaid. Should such sick leave be exhausted, the University will continue the employee's salary for the duration of the leave.

Section 2. A female employee may take a leave of up to eight (8) calendar weeks for pregnancy, childbirth, recovery from childbirth and breast-feeding, provided that she has been employed by the University for less than one (1) year. During this leave, accumulated sick leave and earned vacation may be used. Any portion of the leave not covered by sick or vacation pay will be unpaid.

Section 3. In order to be eligible for a leave under Sections 1 and 2, the employee must give at least two weeks' notice of her anticipated date of departure and must state her intention to return to work at the end of the leave. Upon return from the leave the employee is entitled to return to the same or similar position unless a reduction in force or other such action that otherwise would have impacted the employee has occurred. The employee must also notify the University at least two (2) weeks in advance of her return date.

Section 4. If an employee's temporary disability continues beyond the period set forth in this Article, she shall be granted additional unpaid leave for the duration of the disability. (If she has paid sick leave or paid vacation, she may use it during this additional leave.) The University may require a doctor's certificate to substantiate such temporary disability. The University may also, at its expense, have a University physician examine the employee.

Section 5. During pregnancy, the University agrees to reasonably accommodate the employee's uniform and equipment needs.

ARTICLE XXVI
SYMPATHY LEAVE

Section 1. An employee will be granted bereavement leave if there is a death in his/her immediate family. The leave will begin at the start of his/her next regularly scheduled shift after the death and will continue through his/her next three regularly scheduled work days.
Section 2. If one (1) or more of what would have been bereavement days but for the fact that the employee was on vacation, the vacation day(s) will be treated as bereavement and the employee will be credited with an equal number of vacation day(s) upon his return to work.

Section 3. Bereavement pay will not exceed three (3) days of pay at the employee's straight time hourly rate.

Section 4. If the death of a member of his/her immediate family occurs during his/her shift or if the bereavement leave period results in a work week of less than forty (40) hours of work for that week, the employee may use a partial vacation day for such lost hours.

Section 5. During the bereavement leave period the employee cannot work details or overtime and bereavement pay will be paid only to cover regular hours that are not worked by the employee.

Section 6. An employee will only be eligible for bereavement pay if he/she has actively worked in any one of the seven (7) calendar days immediately preceding the death. Paid vacation will be considered as a day of active work.

Section 7. As used in this Article “immediate family” means the employee’s spouse, children (including stepchildren), mother/father-in-law, parent (including step-parent) brother or sister (including step-brother and step-sister), brother/sister-in-law, grandparent and grandchildren, and a person residing with the employee.

ARTICLE XXVII
MILITARY SERVICE

Section 1. An employee who is drafted for military service, or volunteers for service in any branch of the armed forces of the United States, shall, upon completion of his/her first tour of duty and if he/she has received an honorable discharge, be reinstated to his/her former position in accordance with the applicable laws regulating such matters. In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such layoff shall follow the seniority principles and shall not constitute a grievance under this Agreement.

Section 2. Employees of the University who participate in annual military training duty one (1) month or less as members of the Armed Forces Reserves or the National Guard and who have completed one (1) year of continuous service at the time they report for such duty, shall be granted a military pay differential for a period of up to two (2) weeks annually. Such military pay differential shall be the amount by which the employee's normal straight time hourly wages for the period, calculated on the basis of a work week up to a maximum of forty (40) hours, exceeds any pay received for such military training duty. All pay and allowances, with the exception of sustenance and travel allowances, shall be included in determining military training duty pay.

Section 3. Employees may be permitted to take a vacation and participate in military training duty at separate times and be granted both vacation pay and a military pay differential. However, an employee may not receive vacation pay and a military pay differential for the same period.

ARTICLE XXVIII
JURY DUTY

Section 1. The University will pay an employee who is required to serve on jury duty the difference between the amount received as juror's compensation and the employee's regular straight time earnings lost on account of such jury service.

Section 2. If jury duty occurs on a day and during the time that an employee is scheduled, he/she shall be relieved from work and compensated under Section 1 for all time spent on jury duty plus reasonable commuting time from the court to his/her job assignment. If jury duty occurs on a day but not during the time that an employee is scheduled to work his/her shift will be reduced by the amount of time spent on jury duty plus reasonable commuting time from the court to his/her job assignment and he/she shall be compensated under Section 1.
Section 3. In order to receive pay under Section 1, the employee must furnish evidence from the court of the time and date(s) of such jury duty and the amount paid him/her.

ARTICLE XXIX

DUES DEDUCTION/UNION SECURITY

Section 1. During the term of this Agreement, the University agrees to deduct from the wages of each employee the membership dues of the Association provided that the employee voluntarily signed and submitted to Tufts a legally appropriate authorization to do so and has not revoked in writing that authorization. The University will promptly remit the total of such deductions to the person designated by the Association.

Section 2. The University shall be notified by the Association in writing of the amount of dues which the University is to deduct.

Section 3. The Association shall indemnify and save the University harmless against any and all claims, demands, suits, proceedings arising out of, or by reason of any action taken or not taken by the University under this Article as long as the University was acting in good faith.

Section 4. The provisions of Section 5 of this Article shall apply only to employees who: (i) on January 1, 1991, are members of the Association; (ii) on January 1, 1991, are not members of the Association but join the Association after that date; or (iii) are hired as employees on or after January 1, 1991. These employees are collectively referred to in this Article as "covered employees."

Section 5. Any covered employee shall, as a condition of employment, remain a member in good standing for the term of this Agreement; provided, however, that any employee hired on or after January 1, 1991, shall not be required to join the Association during the first thirty (30) days of his employment.

ARTICLE XXX

LIMITED DUTY

Section 1. The University may require an employee to perform limited duty work subject to the conditions set forth in this Article.

Section 2. An employee who is unable to perform the usual duties of a police officer because of illness or injury may be assigned limited duty by the Director or his designee. If the employee believes that he/she is unable to perform those duties for medical reasons, he/she will be examined by a physician chosen by the University. If the nature of the illness or injury is such that examination by a specialist is needed, the physician chosen will be a specialist in that area. The University and employee will be bound by the diagnosis of that physician and the limited duty assignment will be consistent with that diagnosis and subsequent diagnosis should the University request such.

Section 3. The cost of the medical examination under Section 2 will be paid by the University.

Section 4. Limited duty assignments shall consist of duties regularly performed by employees, but may consist of only one or more of such duties.

Section 5. An employee on limited duty work will, if he/she is able to work full time, be assigned a normal work week under Article XVIII, Section 1; provided, however, that he/she may be required to change his hours and days of work. Once that work week is established it may not be changed unless the University and employee agree to such a change or the University gives the employee at least fourteen (14) days' notice and there is a bona fide work related reason for the
change. Nothing contained in this Section will prohibit the University from discontinuing limited duty under Section 6. If his medical condition does not permit full time work, he/she may be required to work a part-time schedule.

Section 6. Nothing contained in the Agreement will be construed to require the University to make limited duty work available to an employee or to continue an employee on such duty after it has begun.

Section 7. An employee that is unable to perform the usual duties of a police officer because of illness or injury may request a limited duty assignment. The decision as to whether the request will be granted will be at the discretion of the University.

ARTICLE XXXI
WAGES

The wages are as set forth below.

<table>
<thead>
<tr>
<th></th>
<th>7/1/14</th>
<th>7/1/15</th>
<th>7/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.25%</td>
<td>2.2%</td>
<td>2.2%</td>
</tr>
<tr>
<td></td>
<td>Regular</td>
<td>EMT</td>
<td>Regular</td>
</tr>
<tr>
<td>Start¹</td>
<td>23.96</td>
<td>24.64</td>
<td>24.49</td>
</tr>
<tr>
<td>1 year</td>
<td>25.56</td>
<td>26.25</td>
<td>26.12</td>
</tr>
<tr>
<td>2 year</td>
<td>27.45</td>
<td>28.11</td>
<td>28.05</td>
</tr>
<tr>
<td>3 year</td>
<td>30.80</td>
<td>31.48</td>
<td>31.48</td>
</tr>
<tr>
<td>12 year</td>
<td>31.42</td>
<td>32.11</td>
<td>32.11</td>
</tr>
</tbody>
</table>

Section 2. An employee whose regularly scheduled eight (8), ten (10) or twelve (12) hour shift begins on or after 2:00 p.m. but before 11:00 p.m. on any day will receive a differential of $1.30 per hour effective July 1, 2014. An employee whose regularly scheduled shift begins on or after 11:00 p.m. on any day will receive a differential of $1.50 per hour effective July 1, 2014. If a majority of the stated hours on a shift come after 11:00 p.m., the night rate will apply. The shift of 7:00 p.m. to 3:00 a.m. is considered a night shift.

Officers whose normal schedule qualifies them for shift differential (generally nights and evenings) shall not lose differential pay when assigned to training during non-differential shifts (days). Officers normally working hours that do not qualify for differential pay (days) will not receive differential pay when assigned to training during evening and night shifts.

¹ As of the officer's hire date into the unit.
Section 3. Employees with the following degrees from programs approved by the Director of Public Safety will receive the following additional pay, effective July 1, 2014

<table>
<thead>
<tr>
<th>Program</th>
<th>Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate Degree in Criminal Justice or Law Enforcement, English, Psychology, Emergency Planning, Sociology, or other degrees deemed job related at discretion of the university</td>
<td>$.55 per hour</td>
</tr>
<tr>
<td>Bachelors Degree in Criminal Justice or Law Enforcement, English, Psychology, Emergency Planning, Sociology, or other degrees deemed job related at discretion of the university</td>
<td>$.90 per hour</td>
</tr>
<tr>
<td>Masters, Ph.D. or Juris Doctor in Criminal Justice or Law Enforcement, English, Psychology, Emergency Planning, Sociology, or other degrees deemed job related at discretion of the university</td>
<td>$1.15 per hour</td>
</tr>
</tbody>
</table>

Section 4. An employee will be paid the EMT rate upon presenting evidence of EMT certification. If the employee loses his EMT certification, he/she will immediately cease to be paid at the EMT rate. The University will reimburse EMTs the amount no more than $400 biannually for costs associated with recertification upon presentation of a receipt indicating that such training was attended. Unused reimbursement from one biannual period may not be “rolled over” to a subsequent period.

Section 5. An employee who is specifically assigned on a temporary duty basis to do crime prevention work, motorcycle duty, or as a certified instructor while teaching departmental authorized programs in RAD, First Aid/CPR/AED, firearms and/or defensive tactics will receive an additional $1.00 per hour effective 7/1/2011 for all straight time hours actually worked on such assignment. This amount will not be included in overtime or any other payments, including, by way of example, vacation, sick leave and holidays.

Section 6. An individual employed after November 2, 1999, may receive prior credit for initial placement and subsequent movement on the salary schedule, but for no other purpose, up to a maximum of twelve (12) months. Credit may be given only if:

a. The individual performed public safety work which, in the opinion of the Director of Public Safety, is directly related and equivalent to the duties of a University police officer.

b. At the time of the performance of the duties under paragraph 8a, the individual was, in the opinion of the Director, academy trained in a manner comparable to the academy training generally received by a University police officer.
ARTICLE XXXII

EFFECTIVE DATE AND DURATION

This Agreement shall become effective as of April 25, 2015 except as otherwise provided, and shall continue in full force and effect through June 30, 2017 and thereafter from year to year unless terminated by notice in writing given by either party to the other of not less than sixty (60) days prior to the expiration of the above-stated period or any subsequent year of the existence of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals by their duly authorized representatives on the day and year first above written.

TUFTS UNIVERSITY

Police Association

TUFTS UNIVERSITY

Side letter:

Regarding the issue of asking and assigning officers to work a different shift in lieu of their regularly scheduled shift, the parties agree to meet following ratification of this Agreement to come up with a fair system of determining who gets the shift assignment.