Tufts University
and
Service Employees International Union
(SEIU), Local 32BJ

Collective Bargaining Agreement
for Facilities Services

July 1, 2019 - June 30, 2022
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This AGREEMENT is effective the 1st day of July, 2019 by and between SERVICE EMPLOYEES' INTERNATIONAL UNION, Local 32BJ, hereinafter called “the Union,” and TRUSTEES OF TUFTS COLLEGE, hereinafter called “the University.” It expires June 30, 2022.

ARTICLE I

PURPOSE OF AGREEMENT

The purpose of this Agreement is to promote good relations between the University, the Union, and the employees represented by the Union, and to make clear the basic provisions upon which such relations depend. It is the intent of both the University and the Union to work together to provide and maintain mutually satisfactory terms and conditions of employment, and to prevent, as well as address, misunderstandings or grievances relating to employment. Both the University and the Union believe in and accept collective bargaining as a means of carrying out the purpose and intent of this Agreement.
ARTICLE II

RECOGNITION

A. New Employees. The University recognizes the Union as the sole exclusive bargaining agency for the employees of the Facilities Department and Mailroom who are members of the Union, in the classifications appearing on the Schedule hereto attached, exclusive of executive, supervisory, clerical, technical, professional personnel, foremen, police, and student employees.

1. A new employee shall be a probationary employee for the first ninety (90) calendar days of employment during which period the University shall determine whether such employee qualifies for the position.

2. After each probationary employee shall become a regular employee, the period during which he or she was employed by the University as a probationary employee shall be included in his or her time of employment for purposes of seniority, sick leave, and vacations.

3. A supervisor, in consultation with the University’s Human Resources Department, may extend an employee’s probationary period for up to an additional three (3) months. If this occurs, the supervisor must notify the employee in writing with a copy to the union. The total probationary period cannot exceed six (6) months. The extension of the probationary period does not impact an employee’s ability to accrue or take sick/earned vacation time.

B. Temporary Employees. Temporary Employees are defined as those who are employed to fill vacancies created by authorized leaves of absence of regular permanent employees and their terms of employment shall not exceed one hundred eighty (180) calendar days during which the temporary employee:

1. Shall become a member of this Union. However, with the exception of Wage Rates, Overtime and Premium Rates, Holidays, Rest Periods, Clean-up Time, will not be entitled to any other rights, privileges and benefits granted by other terms of this Agreement.

2. If hired into a permanent position, the date of hire and seniority date will be the date of hire into the permanent position. Whatever portion of the regular probationary period has been satisfactorily completed at the time of permanent employment will be credited toward the requirements of Article II, A.

3. May have the term of employment extended beyond one hundred eighty (180) calendar days under terms mutually agreed upon by the Union and the University.

C. Student Employees. Tufts University students may be employed without reference to this contract provided the employment of such students does not cause the termination of employment of a member of this Union.

1. Members of any classification (except those already receiving a leadership rate, e.g., substitute foreman, classifications designated by I) who are assigned to supervise
students will be paid sixty (60) cents per hour premium.

2. When students are scheduled to work on Saturday, Sunday, or a Holiday, members of this Union shall be assigned to work with the students to provide supervision and direction.

D. **Subcontracting.** The Union recognizes the right of the University to subcontract bargaining unit work subject to the following:

1. No employee covered by this Agreement shall be laid off or reduced in regular hours due to subcontracting of work.
ARTICLE III

UNION MEMBERSHIP

A. **Membership.** For the purpose of harmony and efficiency, and in order that the provisions of this Agreement may be uniformly applied to all employees, the University agrees that all employees represented by the Union listed in the classifications appearing on the Schedule hereto attached shall join and maintain their membership in the Union as a condition of their employment by the University. Consistent with applicable law, an employee need not be a formal member of the Union and can satisfy this membership obligation by paying to the Union the financial core fee, as that fee is defined by applicable law. The requirement of membership as used in this section and elsewhere in this agreement is satisfied by the payment of the financial core fee.

B. **New Hires.** All new regular or temporary employees in the classifications appearing on the said Schedule shall be required after thirty (30) days from date of employment to join the Union and thereafter maintain their membership in the Union as a condition of their employment by the University.

C. **Notification of Eligibility for Union Membership.** The University shall notify the Union whenever a person eligible for such membership is accepted as a regular employee.

D. **Union Dues.** The University will, upon written authorization from the Union member, deduct the Union dues from his or her wages.

E. **American Dream Fund.** The University will, upon written authorization from the Union member, deduct the employee's contributions to the Local 32BJ American Dream fund from his or her wages.

F. **No Discrimination.** The University will not discriminate against any of its employees because of Union membership or participation in Union affairs. The Union agrees that it will not arbitrarily refuse membership in the Union to any employee making application therefore.
ARTICLE IV

UNIVERSITY OPERATIONS

A. Management Rights. The parties agree that the operation of the University, including the supervision of the employees and the assignment of their work, individually or severally, is the right of the University alone. The making of reasonable rules to assure orderly and effective work, the determination of what, when and where duties will be performed and of employee competency, the hiring, transfer, promotion, demotion, lay off, and discipline or discharge of employees for just cause, and the right to discuss terms and conditions of employment directly with the employees and to inform them concerning employment matters, are rights of the University alone. If terms and conditions of employment affecting a class of employees are to be discussed with an employee, the employee's steward or alternate may be present if requested.
ARTICLE V

SENIORITY

A. **Seniority Principles.** The University recognizes the seniority principle as to the employees covered by this Agreement, and, subject to the conditions of Article XIII, the University will give preference in retention of employment, promotions and demotions to the employees having the greatest seniority.

B. **Definition.** The University agrees that seniority for the purposes of this Agreement is length of continuous service as a seniority list employee of the University in a classification covered by this Agreement measured from the first day for which compensation was received as a regular seniority list employee.

C. **Loss of Seniority.** An employee will lose his/her seniority for the following reasons:

1. He/She terminates his/her employment.
2. He/She is discharged and the discharge is either not contested or not reversed by an arbitrator.
3. He/She is laid off and not recalled within twelve (12) months, or, if recalled does not return within twelve (12) days after the mailing by certified mail of the notice of recall to his/her last address of record.
4. The University agrees that loss of time due to sickness or accident not exceeding six (6) months in any twelve (12) month period hereafter shall not be construed to impair the seniority rights of the employee involved.
5. The University agrees that upon an employee's promotion, transfer, or demotion, that employee becomes junior member in that classification/shop for seniority rights for that classification/shop.

D. **Seniority List.** A seniority list shall be prepared by the University and be furnished to the Union.

E. **Steward Representation and Release Time.** The University also agrees that any members of the Union selected as an officer and delegate shall be allowed time off, which time shall be determined by the University upon receipt of a request for time off, for the performance of such duties without loss of seniority rights.

1. The University shall not be required to pay such employees for such time off, and, except as noted in section F below, no employee shall engage in any Union activities during work hours.

F. **Total Number of Stewards.** The total number of union stewards shall not exceed eight (8) -- five (5) from Medford, two (2) from Boston, and one (1) from Grafton. Only seven (7) stewards shall receive paid release time to attend collective bargaining sessions. Employees representing the Union shall be paid for time devoted to the discussion of grievances with representatives of the University. However, steward representation during the Grievance
Process will be limited to one steward per grievance meeting. The Union shall supply the names of all union stewards on July 1 each year. Overtime shall not be incurred with respect to the resolution of grievances or contract negotiations and no employee involved in such activities shall be paid for hours spent on Union business that extends before or after their scheduled work time, unless the University approves such exception. However, hours spent on Union activities shall be counted in determining the hours needed to qualify for overtime pay.

G. **Work Assignments.** For all overtime work assignments, whereupon the employee can invoke his or her seniority, whether straight or rotating, if the assignment has not been filled when the seniority list has been exhausted, rather than assign the work to an unqualified employee, or one not covered by this Agreement, the most junior qualified employee, within classification, will be required to perform the assignment.
ARTICLE VI

GRIEVANCE PROCEDURE

A. Prompt Resolutions. The representatives of both the University and the Union shall be responsible for making prompt and earnest efforts to address grievances or misunderstandings between employees and the University.

1. Expedited Review for Disputes re: Weather Conditions. On the Medford Campus, a dispute arising out of Utility Workers working outside in extremely cold weather will be taken up with the University within 48 hours of said dispute by the Medford Director of Campus Services, the Union Steward, and the involved parties. If the dispute is not resolved, it will be submitted to Step 2 of the Grievance Procedure within 24 hours.

2. Expedited Review for Disputes re: Safety Concerns. 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, shall be taken up with the Supervisor. If the dispute is not resolved, it will be submitted to Step 2 of the Grievance Procedure within 24 hours.

3. Expedited Review for Disputes re: Hazardous Material. A dispute arising out of a supervisor's determination that hazardous waste material is safe to move or handle shall be referred to the Department of Environmental Health and Safety for prompt resolution.

B. Individual Grievances. The Union and the University jointly acknowledge the right of any of the employees involved to present individual grievances directly to the representatives of the University and to work out the settlement of such individual grievances directly with the University. This right shall not be interpreted to include decisions as to wage, hours, and conditions of employment which affect the Union group as a whole or which are contrary to any of the provisions of this Agreement.

C. “Class Action” Grievances. The grievance procedure is intended to address individual grievances, and does not include so-called “class action” grievances brought by two or more employees. The University reserves the right to consolidate individual grievances and to hear and resolve them jointly where appropriate and administratively efficient to do so, but asks employees to each file their own individual grievances.

D. Grievance Steps. Grievances presented by an individual that are not readily settled by the employee and direct supervisor shall be handled as follows:

Step 1: Within ten (10) business days (M – F) after the alleged infraction occurs or the employee learns of (or reasonably should have known about) the alleged infraction, the employee and appropriate Union steward shall take up the matter with the immediate supervisor of the employee involved. If the matter is not settled as a result of their discussion, the employee shall that day reduce the grievance to writing, specifying, when possible, the provisions of the Agreement claimed to be violated and submit it to the immediate supervisor. The immediate supervisor shall give a written answer to a written grievance within 5 business days.
Step 2: If the grievance is not satisfactorily resolved within two (2) business days from the immediate supervisor’s written submission, the employee shall, within ten (10) business days of the immediate supervisor’s decision, request in writing a meeting between a representative of the Union, the Campus Director/Manager, and the Director/Sr. Director of Facilities Services or his designated representative. The University will not unreasonably deny a Union request for a Labor Relations or Human Resources representative at this meeting. The meeting will be held within ten (10) business days after the request for a meeting or at a mutually acceptable time. The parties will have three (3) business days after the meeting to resolve the grievance. The University shall give a written answer to the Step 2 Grievance within ten (10) business days of the meeting.

Step 3: If settlement is not reached in Step 2, within ten (10) business days, and if the matter in dispute involves the interpretation or application of this Agreement, then either party may by written notice to the other, demand that the grievance be submitted to an arbitrator, appointed under the rules of the American Arbitration Association, provided that such notice is given and that the AAA is contacted for scheduling purposes, within thirty (30) days after the University has given its decision in Step 2. The fees and other charges of the arbitrator shall be equally divided between the parties.

E. **Reimbursement for Lost Time.** Not more than one steward (or alternate if no steward is available) will be compensated for time lost in Step 3 of the Grievance Procedure. The grievant will be compensated for time lost in Step 3 only if the Arbitrator rules in favor of the grievant. Compensation under this section shall not exceed the employee's regularly scheduled hours on the day(s) of the hearing. Any unpaid leave of absence taken by a steward or other employee as a result of attendance under Step 3 will not be treated as an unpaid absence under Article VIII, Section J.

F. **Definition.** It is agreed between the parties that the word "grievance" shall not be interpreted to include questions of general wage rates throughout the bargaining unit. No board of arbitrators shall have the power during the existence of this Agreement to order any increase or decrease of general wage rates throughout the bargaining unit, or general wage rates in any classification of employees in such unit. These questions are reserved to the University and the Union.

G. **Binding Arbitration.** The decision of the American Arbitration Association shall be rendered in writing to the University and the Union. Such decision shall be final and binding on both parties to the Agreement, provided such decision is not contrary to any of the provisions of the Agreement or does not add to the terms thereof.
ARTICLE VII

STRIKES AND LOCKOUTS

A. No Strikes. It is agreed by the parties that during the term of this Agreement, or any renewal thereof, there shall be no strikes, lockouts, picketing, stoppage of work, slowdowns, demonstrations, displays, banners, or advertisements concerning any matter in dispute between the University and the Union or any of its members.

B. No Lock Outs. During the term of this Agreement, or any extension thereof, the University agrees that it shall not lock out any of the employees covered by this Agreement.
ARTICLE VIII

SICK LEAVE

A. **Non-Benefits Eligible Employees.** The provisions of this Article do not apply to employees regularly assigned less than seventeen and one-half (17.5) hours per week (i.e., non-benefits eligible employees). Non-benefits eligible employees are entitled to accrue one hour of paid sick time for every 30 hours worked pursuant to the Massachusetts Earned Sick Time Law.

B. **Benefits-Eligible Employees.** Following the completion of the probationary period, employees are eligible for thirteen (13) sick days per year.

1. Every year on the anniversary of the employee’s date of hire, thirteen (13) additional days are added to the sick time accumulation.

2. Sick leave may be accumulated up to 130 working days. Sick time is pro-rated for part-time employees. New sick days will not be added to any employee balance to the extent that such addition will increase the employee’s balance above the 130 day cap.

3. After an employee has been sick for three (3) consecutive work days, he/she will be required to provide a doctor’s note and be formally placed on a medical leave that will, in some cases, fall under FMLA. The employee’s Human Resources Business Partner should be contacted when an employee is out for more than three (3) consecutive workdays.

4. Allowances hereunder shall be without duplication of payments under Workers’ Compensation or any other law.

   a. In the event an employee is absent from work due to injury, sick time will be charged until such time as Worker’s Compensation benefits can be determined. Sick time charged during the first five (5) day Worker’s Compensation waiting period will be reversed and recorded as wage payments once a valid Worker’s Compensation claim has been verified. If an employee has exhausted his sick-time, his / her absence will be recorded in compliance with University policy and at the discretion of the supervisor.

   b. Where an employee is out on Workers’ Compensation for more than nine (9) months in any rolling twelve (12) month period the University may discharge the employee. The appropriate Union steward and the Business Agent will be sent a copy of the termination letter.

C. **Medical Examination / Certification.** The University shall in any case have the right to require an employee to submit to an examination by a physician retained by the University or submit a medical certificate of a physician, whichever the University chooses, both as to the question of the existence of and the duration of any cause for absence. If a physician selected by the University authorizes the absence, no further certificate shall be required.
D. **Call Out Procedure.** Employees who are unable to work due to sickness or family illness shall notify the appropriate University authority, as soon as possible, but in any event not later than fifteen (15) minutes before the beginning of their work period. Absences due to sickness or family illness shall not count as sick leave unless such notice is given.

E. **Return to Work.** Upon certification by a physician retained by the University, after consultation with a physician retained by an employee (if consultation is requested), that an employee is not physically or mentally capable of efficiently and regularly performing his or her work, such employee will be placed on a leave of absence for up to six (6) months. If after six (6) months of sick leave the employee is unable to return to work, then the employee may be discharged.

1. If an employee on sick leave is able to return to work within six (6) months, and so notifies the University, he will be reinstated, subject to existing work requirements at the time of such application for reinstatement.

2. Any posting of jobs under the provisions of Article XIII, to the extent they are the result of an extended sick leave of absence, shall be posted as temporary with the possibility of becoming permanent in the event the employee whose position is being posted does not return within six (6) months of commencing his or her sick leave.

3. Employees absent for more than one (1) week must periodically inform their supervisor of their status and intention to return to work.

F. **Extended Illness Protection.** All regular, full-time non-exempt employees who have been employed full-time by Tufts for at least one (1) continuous year are eligible for Extended Illness Pay (EIP), at no cost to the employee. Full-time employees who work for Tufts only during the academic year are also eligible for EIP, but they can receive EIP only during the academic year.

EIP supplements the full-time, non-exempt sick pay policy during an approved medical leave of absence. EIP may not be used to supplement Workers’ Compensation benefits.

EIP is equal to 60% of the employee’s base salary (base salary excludes overtime, shift differential, and supplemental pay), and it applies to scheduled work days and University holidays. Employees may choose to apply accumulated vacation, bonus, and personal days to receive up to 100% of their salary.

EIP commences after a waiting period of twenty (20) continuous work days, or after all accumulated sick days beyond twenty (20) are exhausted. Should the employee’s sick time be exhausted during the waiting period, an employee may choose to use available vacation, bonus and personal time. Any portion of the waiting period not covered by sick, vacation, or personal time will be unpaid. If an employee has more than twenty (20) sick days accumulated, all sick time must be taken/used prior to the commencement of EIP. All sick leave pay (regular and extended) will cease at the end of the employee’s medical leave. Employees seeking to participate in the University’s Long Term Disability Plan (LTD) may apply for benefits under that plan while receiving EIP.
G. **Exceptions.** The University reserves the privilege of extending sick leave provisions in any particular case without thereby establishing any precedent for future similar action.

H. **Probationary Period.** New employees shall not be entitled to the benefits of sick leave during the probationary period.

I. **Attendance Records.** The University, will make available to employees for their access, an electronic record of his/her sick leave accumulation through the University’s systems of record.

J. **Bonus Days.** If an employee does not use any of his or her sick days in an anniversary year, he or she earns two (2) non-accruable bonus days for use as vacation or personal time which must be taken within the year awarded. If the employee takes one (1) or two (2) sick days, he or she earns one (1) bonus day which must be taken in the year awarded. Records of bonus time are kept in the department where the employee works.

K. **Grandfathered Employees.** Any employee who retires from Tufts at or after attaining age 59.5, and who was employed by the University and a member of the bargaining unit prior to July 1, 2014, (heretofore referred to as “Grandfathered Employees”) will receive a lump sum payment, at the time of retirement, for up to one hundred thirty (130) sick days computed using the current base hourly rate for the position and normal hours in an employee's regular work week. Sick time will no longer be a vested benefit for employees hired on or subsequent to July 1, 2014. With respect to Grandfathered Employees only, the University will pay half the accumulated sick leave, up to a maximum of sixty-five (65) days’ pay, to the employee's widow or estate, if the employee dies in the service of the University.

L. **Sick Leave Earned During Leaves.** An employee shall not earn or receive sick leave during times when he/she is not being paid by the University.

M. **Sick Leave Restriction.** An employee may be placed on sick leave restriction for an initial period not to exceed six (6) months if the University believes there is a pattern of absenteeism which indicates abuse of sick leave (whether paid or unpaid).

During sick leave restriction, the University may require the affected employee to produce to the University’s Leave Administrator a letter from a physician as to the reason for any absence. The University may also require the employee to submit to an examination by a physician of the University's choice.

At the end of sick leave restriction, the employee’s record will be reviewed and, at the University’s discretion, the employee may be removed from sick leave restriction. If the period of restriction is extended, it will also be for a period not to exceed six (6) months, subject to review at the end of that period.

An employee on sick leave restriction who uses additional sick day(s) (whether paid or unpaid) may be disciplined pursuant to Article IV. Nothing contained in this paragraph will preclude the University from disciplining an employee under Article IV who is not on sick leave restriction who uses sick leave (whether paid or unpaid) other than for personal or family illness as described in Paragraph O.
N. **Partial Day Absences.** An employee who is unable to work for reasons of sickness will have his/her sick leave reduced on a pro rata basis in order to receive a day’s pay. For example, an employee who leaves after two (2) hours of an eight (8) hour day would have his sick leave reduced by three-quarters of a day.

O. **Family Sick Days.** An employee may apply up to ten (10) sick days per year to care for or to attend medical appointments for a relative or an individual residing with the employee who requires home care, professional medical diagnosis or care, or preventative medical care. Family days are prorated for part-time employees. “Relative” for purposes of this article includes a spouse, qualified domestic partner, parent, child, sibling, grandparent, or grandchild of the employee or of the employee’s spouse. Relatives include “step” relationships such as stepchild and stepparent and in-law relationships, such as brother/sister-in-law, and mother/father-in-law. In such cases, the University shall have the right to require a medical certificate of a physician provided the employee uses more than 24 consecutive hours or more than 3 consecutive days of sick time to care for a sick relative.

P. **Parental Leave.** The University agrees to provide parental leave benefits to employees who are covered by this contract on the same basis as such benefits are provided to employees who are not covered by the contract. In the event of a grievance under this contract regarding parental leave, the policies and practices of the University’s Human Resources department, as applied to non-represented staff employees shall govern.
ARTICLE IX

HOLIDAYS

A. **Eligibility.** The provisions of this Article do not apply to employees regularly assigned less than seventeen and a half (17.5) hours per week.

B. **Recognized Holidays.** The following shall be recognized as guaranteed paid Holidays for all employees regardless of the day of the week on which they fall:

- 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 (As designated by the University)

* When these days fall on Sunday, the Holiday will be observed the following Monday. When these days fall on Saturday, the Holiday will be observed the preceding Friday. For employees on other than a Monday-Friday work week, when these days fall on the sixth punch day, the Holiday will be observed the day before; when these days fall on the seventh punch day, the Holiday will be observed the day after.

C. **Compensation.** An employee shall receive his regular day's base pay on each of the Holidays listed above, when the Holiday occurs during his regularly scheduled base work week, even if the employee is not required to work that day, so long as the employee works on the working days immediately prior to and after the holiday, unless his absence has been pre-approved by a manager or the individual needs to use a pre-approved sick day.

1. Employees on sick leave restriction must be present the working day before and the working day after a Holiday, to be paid for the Holiday.
D. **Compensation for Holidays that Occur During the Regularly Scheduled Workweek.** If an employee is required to work on a Holiday which occurs during his or her regularly scheduled base work week, in addition to his regular day's base pay for the day, he or she shall be paid at the rate of one and one-half times the base hourly rate for the hours worked, or, at the option of the employee concerned, shall be allowed for the hours worked on the Holiday, a corresponding amount of hours off at straight time on some other working day fixed by the University, in lieu of the time and one-half compensation.

E. **Compensation for Holidays that Occur Outside the Regularly Scheduled Workweek.** If an employee is required to work on a Holiday which does not occur during his or her regularly scheduled base work week, he or she shall be paid at the rate of one and one-half times his or her base hourly rate for the hours worked in excess of 40 hours worked during that week.

F. **Personal Days.** Each regular and part-time employee shall receive two (2) additional paid personal days.

1. The employee must be present or on excused absence both the day before and after the personal day in order to be paid for personal days.

2. New employees hired between July 1 and December 31 of each year will receive two (2) personal days, and if hired between January 1 and March 31, only one (1) personal day that year. New employees hired after March 31 are not eligible for a personal day in that contract year.

3. New employees may not take personal days during the probationary period.

4. Personal days may not be carried over into the following fiscal year and shall not be paid out upon termination.

G. **Bonus Days.** It is agreed and understood that should the University grant other bonus days during the year as paid time off, such days are applicable to employees covered by this Agreement, subject to the same guidelines set forth in this Article, and shall not be pyramided or duplicated.
ARTICLE X

VACATION

A. **Eligibility.** The provisions of this Article do not apply to employees regularly assigned less than seventeen and one-half (17.5) hours per week. During the first year of employment, employees must complete the probationary period before taking any accrued vacation time.

B. **Applicability.** Regular employees in the employ of the University and on the active payroll shall receive each year a vacation with pay as hereinafter stated, such vacation to be taken at a time to be specified by the University. Vacation pay shall be based upon the employee's regular weekly base wage.

C. **Summer Vacation.** Certain types of work for Facilities cannot be done conveniently at any other time of year except during the period between Commencement and the opening of the University in the fall. Therefore, vacation time in excess of two (2) weeks will be taken at a time of the year other than during this period. Special requests by individuals for taking all accrued vacation time at once will be given careful consideration.

D. **Notice.** The University shall give employees appropriate advance notice of when their vacations may be taken, but the University shall be the final judge as to whether work requirements permit exercise of choice by an employee. For vacations of one or two days’ duration a notice from the employee of not less than 24 hours is acceptable and for any vacation longer than two days there will be no less than five days’ notice.

E. **Scheduling.** Employees shall be given a choice of vacation on the basis of seniority, consistent with work requirements as determined by the University, provided and upon condition that such employees must within thirty (30) days after notice in each year, submit to the University their individual preference for their vacation period.

F. **Accrual Rates.** A vacation day is equal to the designated workweek hours for the employee’s position divided by five (5). Employees receive their usual base pay during a scheduled vacation according to the following accrual rates.

- **Less Than 10 Years.** Full-time non-exempt employees working 40 hours per week, with fewer than 10 years of continuous service at the University, accrue vacation at the rate of 10 hours per month, which equates to an annual total of fifteen (15) days.

- **10 to 21 Years.** Full-time non-exempt employees working 40 hours per week, with ten (10) to twenty-one (21) years of continuous service at the University accrue vacation at a rate of 13.33 hours per month, for an annual total of twenty (20) days.

- **21+ Years.** Full-time non-exempt employees working 40 hours per week, who have completed twenty-one (21) or more (21+) years of continuous service at the University, accrue vacation at the rate of 16.66 hours per month, or twenty-five (25) days per year.

*Academic year and full-time regular employees accrue vacation at the above rates during the months that they work. Part-time employees receive pro-rated vacation time based on their regular work schedule.*
G. **Calculating Accruals.** If an employee is hired, or returning to work from an unpaid leave, on or before the fifteenth (15th) day of the month, the employee will receive vacation credit for the month. If an employee is terminating, or going out on unpaid leave, on or after the fifteenth (15th) day of the month, the employee will receive vacation credit for the month.

H. **Accrual During Probationary Period.** Upon successful completion of the probationary period, employees receive vacation accrual retroactive to their first day of employment. Vacation time may be utilized only after the employee has completed the probationary period.

I. **Accrual During Leaves.** Vacation does not accrue during an unpaid leave of absence. Please consult your Human Resources Representative for additional information.

J. **Illness During Vacation.** If you become sick for more than three (3) days during your vacation, you may use your accrued sick time. In some cases, employees may be asked to obtain a written statement from their physician regarding the illness.

K. **Holidays During Vacation.** When a holiday occurs during a vacation, it is not counted as vacation time.

L. **Carryover.** Tufts provides a generous vacation policy and encourages employees to take vacation annually. Vacation provides employees with needed rest and relaxation and allows them to recharge so that they can continue performing at a high rate of productivity. The University uses a centralized system to track vacation, personal and sick time and enforces a maximum balance accrual. The maximum vacation time that an employee can accrue is equal to the amount of time the employee accrues in two years based on his/her eligibility. Once the maximum accrual is reached; vacation time will stop accruing until the balance drops below the maximum allowed.

M. **Vacation Payout Upon Termination.** Upon termination, vacation shall be paid in full based upon an employees’ accrued vacation balance earned in his/her account upon termination date.

N. **Vacation During Unpaid Leave or Absence Due to Workplace Injury.** Vacation will not accrue during such times when an employee is on an unpaid leave of absence. Absence due to an injury suffered on the job, up to ninety (90) days, will not affect vacation accrual.

O. **Partial Days.** An employee’s vacation may be taken for less than a single day at a time provided the employee has received actual and specific approval from his supervisor prior to the start of his actual time off. Vacation time will be charged as the actual time away from the job, but in no case less than 2 hours. Requests and approval of any such request is also subject to Section D of this article.
ARTICLE XI

SAFETY

A. Safety. It is agreed that the University shall continue to maintain such safety and sanitary needs as are necessary to protect the health and welfare of its employees during all working hours.

B. Notices. The University agrees to post notice in all work areas of all known health hazards in that particular work area.

C. Personal Protect Equipment (PPE)

1. Eyewear. The University agrees to provide appropriate eyewear protection for employees working in locations where there are hazards to the eye.

2. Footwear. Safety shoes must be worn as a condition of employment for all employees in affected classifications except for medically verifiable reasons. The University agrees to contribute up to $200.00 for the purchase of one (1) pair of steel-toed safety shoes per year or up to $200.00 for the purchase of one (1) pair of non-slip safety shoes per year for each employee required to wear such shoes as a condition of employment. The University agrees to contribute up to $200.00 for the purchase of one (1) replacement pair of steel-toed safety shoes per year or up to $200.00 for the purchase of one (1) replacement pair of non-slip safety shoes per year for safety shoes deemed unserviceable by the University. Unsuserviceable safety shoes to be turned in to the University.

3. Foul Weather Gear. The University agrees to provide adequate cold and foul weather gear for employees required to work in foul weather.

4. Uniforms. The University agrees to provide five (5) sets of uniforms and light tee shirts every July during the contract. One (1) set of coveralls will be provided for each employee in a "grease" trade (plumber, boiler mechanic, etc.) on request. The University agrees to provide a clean uniform daily for each employee in the Dental Equipment Mechanic classification. Damaged uniform items will be replaced within a reasonable time throughout the term of this contract. If issued, uniforms shall be worn. Uniforms must be worn as a condition of employment for all employees. Tee-shirts are not appropriate for wear inside University buildings. Employees will wear only the uniforms that were most recently issued to them. An employee not in uniform will wear and have visibly displayed a University issued ID badge during all hours of work.

D. Health and Safety Committee

1. Committee Composition.

For the 2017-2019 contract period, and subject to annual renewal at the discretion of the University, the University shall have an employee Health and Safety Committee comprised of six members: three (3) members of the bargaining unit -- one bargaining unit member from each campus (total of 3) chosen by the Union. The Director of Facilities shall choose three (3) non-bargaining unit employees to represent management on the committee. The parties, respectively,
will be permitted to make any necessary changes to the membership of this Committee to: attend to conflicts of interest; maintain the integrity of the Committee; and rotate members with interest in serving on the Committee. The Director of Facilities and the Union’s Business Agent may participate on the Committee *Ex Officio*.

2. **Committee Responsibilities.**

   a. Confidential review of any work related accidents in the department and present recommendations to the Director / Senior Director of Facilities for suggested safety improvements.

   b. Identification of unsafe work conditions, practices and equipment, and to provide recommendations for elimination or mitigation of health and safety hazards.

   c. Periodically make inspections of the University’s departments or to contract with a third party to make inspections of the department, to review findings, and forward recommendations to the Director.

   d. Encourage employee input on health and safety concerns, suggestions and other ideas, through the development of lines of communication between employees and the Committee.

3. **Committee Meetings.**

The Health and Safety Committee shall meet on a monthly basis at a time and location to be determined by the Committee members. Meetings may be held during work hours but cannot exceed one hour unless prior approval is obtained from the Director of Facilities. The Committee shall maintain meeting minutes that will reflect verbal or written statements made at the meeting or to members of the committee that were presented at the meeting, and questions or suggestions submitted by those in attendance at the meeting and/or from those who provided input to the Committee. Tufts will respond to reasonable questions and suggestions submitted during the Safety Committee or at the next meeting of the Committee.

4. **Adherence to Health and Safety Requirements**

The Parties agree to cooperate in fulfilling all obligations under applicable University policy and applicable laws providing for a safe and healthy workplace, including but not limited to the requirements of the Occupational Safety and Health Administration (OSHA).

E. **General Safety Provisions.**

1. **Bucket Truck.** The University agrees to assign no less than two (2) employees to the large bucket truck.

2. **Drug and Alcohol Testing.** Within sixty (60) days following the ratification of the Agreement, the Health and Safety Committee shall meet to discuss the development of a policy and procedure for drug and alcohol testing that would apply to safety sensitive positions and would include options for: (1) reasonable suspicion testing, (2) testing following a workplace related incident, and (3) random testing. Within one hundred and eighty (180) days, the parties will meet to discuss the Health and Safety Committee’s proposal on drug and alcohol testing for the bargaining unit employees.
The parties will meet and confer towards the implementation of a policy and procedure to begin with the subsequent collective bargaining agreement or June 30, 2019, whichever first occurs.

3. **Vehicle Policy.** The University’s safety guidelines for the use of Tufts-owned or leased vehicles is available at [http://publicsafety.tufts.edu/adminsvc/tufts-university-fleet-policy/](http://publicsafety.tufts.edu/adminsvc/tufts-university-fleet-policy/) and shall apply to all Union members, except that the current policy as it applies to Union members shall not be changed except by mutual agreement.
ARTICLE XII

WAGES AND HOURS

A. **Pay Periods.** The wages shall be in accordance with the Schedule attached to this Agreement. The Payroll week extends from 12:01 A.M. Sunday through 12:00 Midnight, Saturday. Overtime and premium rates shall not be pyramided or duplicated.

B. **Direct Deposit.** Employees covered by this Agreement shall be paid weekly on a day to be selected by the University. Employees shall have access to and shall refer to the University Human Resources electronic systems of record to obtain data regarding benefits, hours and wages. Employees who do not use direct deposit as of July 1, 2017 will be permitted to continue receiving pay stubs manually during the contract period.

C. **Shift Changes.** No employee hired before June 30, 1987 will be required to change his/her shift (hours, days) without his/her agreement. Vacant permanent positions will be posted with their planned work days and hours. Should these work days or hours subsequently be changed (in response to legitimate operating needs of the University), affected qualified employees on the payroll of the University on or before June 30, 1987, may bid any position within their classification, occupied by a member with less seniority in that classification. Employees affected by such bidding shall have similar rights until the position with new hours is filled. All employees shall be given a minimum of six weeks’ notice in the event of a permanent shift change.

D. **Overtime.** One and one-half times the regular hourly rate will be paid for all hours paid in excess of:

1. eight (8) hours per day
2. forty (40) hours per week

E. **Double Time for Seventh Day.** Two (2) times the regular hourly rate will be paid for all hours worked on the seventh consecutive day worked, provided the employee has actually worked (i.e. been present) part or all of a regular workday on each of the previous six (6) days of that week. If the employee has not actually worked during any one of the previous six (6) days (including days he may be paid for even though not at work), he will not be entitled to be paid at two (2) times the regular hourly rate. An employee will not be eligible for two times the regular hourly rate if the seventh consecutive workday falls on a regularly scheduled workday. However, two times the regular hourly rate will be paid for all hours worked on the seventh (7th) consecutive punch day for snow removal, provided the employee has actually worked (i.e. been present) part or all of each day of the preceding regular work week. For purposes of this section a paid holiday is considered a day actually worked.

F. **Double Time for Work in Excess of 12 Hours.** Two (2) times the regular hourly rate will be paid for consecutive hours worked outside the employee’s normal shift in excess of twelve (12) hours in any one continuous work cycle.
G. **Overtime Assignments.** Insofar as possible, the University will allocate overtime equitably within each classification. The selection of classification to perform overtime shall not be made arbitrarily or capriciously. "Emergency" overtime is not counted for distribution purposes. A list of cumulative overtime charged for each employee during the previous three (3) months (including overtime worked, overtime offered and refused, and overtime for which the employee was unavailable) will be posted conspicuously in a place accessible to most employees. For equalization of overtime only, all hours over thirty (30) hours per week will be counted as overtime for those employees regularly scheduled for thirty (30) hours per week. Overtime contiguous to the beginning or the end of a shift shall be one (1) hour guaranteed. Scheduled overtime not contiguous to the beginning or end of a shift shall be two (2) hours guaranteed. Any scheduled overtime cancelled within 2 hours prior to shift will be compensated with 2 hours of pay at time and one-half the employee’s regular hourly rate.

H. **Call-Ins.** When an employee is called in by the University to work outside his regular schedule and he reports for work at the requested time, said employee will be guaranteed a minimum of four (4) hours pay at time and one-half his regular rate of pay or the rate for the job, whichever is higher, for emergency “call-ins,” unless said four (4) hours would overlap his regular work schedule. In such cases, the employee shall be paid at time and one-half until the beginning of his regular work shift and, thereafter shall be paid at straight time for the duration of the shift. A “call-in” as used in this Paragraph means that an employee is summoned from his home to work in an emergency. Pay for a “call-in” starts when an employee leaves his house. The University agrees to reimburse any employee called in for emergency work the cost of commercial transportation if necessary as approved by the supervisor. This provision shall not apply to employees called in for emergency snow removal.

I. **Emergency Call-Ins for Licensed Tradespersons.** The Union will prepare a set schedule on a yearly basis that will assign three tradespersons each to Medford and Boston, and two tradespersons to Grafton on a weekly basis. This schedule will be subject to the approval of the Director of Facilities. Assigned tradespersons will be entitled to an additional $140/week pay for this assignment as of July 1, 2019; $145/week as of July 1, 2020 and $150/week as of July 1, 2021. Assigned tradespersons shall be available for emergency call-ins on an as needed basis and will respond to pages and/or calls in a timely manner. Any changes to the previously set and approved schedule must be approved by a supervisor.

J. **Time Clock.** Employees may punch-in up to eighteen (18) minutes prior to the beginning of his/her shift. The University agrees to standardize time clock procedures on all campuses.

K. **Meal Breaks.** Lunch and coffee breaks will be altered so that all employees on the second and third shifts (Medford) will begin and finish work at 3:30 P.M. - 11:30 P.M. and 11:00 P.M. - 7:00 A.M. respectively.

L. **Essential Personnel.** All members of the bargaining unit are considered Essential Personnel. The following provisions apply during weather and other emergencies regardless of whether or not the University has officially closed a campus.

1. Employees who work during the hours the University is closed or during a delayed opening will be paid two and one-half the straight time rate for the assigned shift when the campus is closed and
guaranteed two hours for a delayed opening.

2. Employees who are not yet working but are scheduled to work must report for work or be excused. Disciplinary procedure will be implemented and the employee will not be paid if they fail to report and are not excused.

3. Employees may be kept on the job beyond their regular shift and will be paid subject to the overtime provisions of Section D of this Article.

4. If an employee is already on an approved vacation, personal or sick leave, he/she will remain on that status and does not have to report to work. If they are on vacation or personal time and they do report to work, they will be paid in accordance with the provisions listed above.

5. If an employee is not scheduled to work and is called into work, the employee will be paid time in accordance with the provisions listed above.

6. There will not be any compensatory time awarded for working while the campus is closed.
ARTICLE XIII

PROMOTION AND TRANSFER

A. Internal Applicants. Qualified present employees shall be given preference over applicants for work when jobs are available and particularly for jobs offering advancement.

B. Job Postings for Internal Applicants. When jobs offering advancement are available, the University agrees to post a notice for (7) consecutive days on all campuses to such effect, stating the job, hours and base wage rate if applicable. It is the employee's obligation to apply online as an internal candidate for the job offering. In the event that an employee is unavailable during the posting period for a position of interest to that employee, the union steward may express an interest on the employee’s behalf. The employee shall thereafter apply online as described above within a reasonable period of time. External applicants may not apply for jobs until the 7-day period has run. All internal applicants shall receive an interview (unless the hire of an internal applicant is made due to a lateral transfer before such time).

1. Such posting requirements shall not deny the University its rights to transfer any employee for purposes of covering vacations, sick leave, or other reasons.

2. Absence of qualified applicants following the posting of such notice shall relieve the University from further responsibilities or duties under this Article.

C. Seniority. The University recognizes the principle of seniority covered by this agreement and when qualifications such as ability, training, skill, and other relevant qualities are considered equal then the university will give preference in case of transfer, promotion, layoff and rehiring to employees with the longest service in the occupation concerned.

D. Promotions and Transfers. When an employee is promoted to a higher classification under this Contract, that employee begins a ninety (90) day probationary period in that classification. During the probationary period, the employee's previous position may be filled only on a temporary basis, and the employee retains the right to return to his previous position with full seniority rights if either he chooses to, or he fails to, fully qualify for the new position.

For lateral transfers between campuses, that employee begins a three (3) week probationary period after which the employee has no recall rights to his/her previous position whether filled or not.

E. Pay Rates – Temporary Transfers. Whenever it is necessary for the University to temporarily transfer an employee to another job, the employee shall receive either his regular rate of pay or the rate for the job, whichever is higher; however, this section shall not apply to utility workers performing occasional work that falls within the scope of their job description (e.g., driving).

F. Pay Rates – Permanent Transfers. Employees permanently transferred shall be entitled only to the rate of pay for the jobs to which they are transferred. The location where duties are to be performed is a matter of assignment and does not constitute a separate job.
G. **Apprenticeship Program.** If the University reactivates the apprenticeship program, a Joint Committee will be established by the University and the Union, and it will meet periodically to review and administer the program.

H. **Job Descriptions.** The University provided a complete set of job descriptions to the Union in July 2018. The parties will each make a good faith effort to agree on a uniform set of job descriptions (as needed) no later than November 30, 2019. After that date, the University will issue the final job descriptions. The University will notify the Union of any material changes to those job descriptions thereafter and provide the Union with an opportunity to meet and confer. However, the final content of the job descriptions shall be the prerogative of the University.

I. **Trade Class Progression.** After five years of work history with no disciplinary warnings or reprimands in his or her personnel file, an employee shall automatically be moved up one level in any classification, e.g. from Maintenance III to Maintenance II or from Maintenance II to Maintenance I. If an individual receives a warning or reprimand, further achievement towards the five years shall be suspended for the 18 months such written warning or reprimand is on file.
ARTICLE XIV

MILITARY SERVICE

A. Reinstatement. 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 first tour of duty and if he has received an honorable discharge, be reinstated to his 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 lay off shall follow the seniority principles and shall not constitute a grievance under this Agreement. The employee laid off shall be entitled to reasonable notice.

B. Military Training Duty

1. Employees of the University who participate in annual military training duty of 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 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 subsistence and travel allowances, shall be included in determining military training duty pay.

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

FEDERAL AND STATE LAWS

AND EXECUTIVE ORDERS

A. If any law or judicial or administrative order or ruling shall so restrict or affect performance of this Agreement or any Article or Articles thereof in accordance with its terms as to make it either impossible of such performance or in the judgment of the University unduly burdensome, then the University may, at its discretion, terminate the affected Article or Articles thereof by written notice to the Union, and thereupon the Union and the University shall in good faith commence negotiations of a renewed Agreement or new Articles.
ARTICLE XVI

JURY DUTY

A. The University will pay the difference between the base wage and the payment received for service as a jury member. A signed statement from the Clerk of the Court must be submitted, with specific information as to days of service and compensation before the University can make any payment. An employee on jury duty shall not be required to work on the day of the trial for trials up to three (3) days. Jury duty greater than three (3) days shall be dealt with on an individual basis.
ARTICLE XVII

SYMPATHETIC LEAVE

A. Leave Time. The University will grant an employee leave up to a maximum of five (5) consecutive days in the event of a death in his or her immediate family, and up to three (3) consecutive days in the event of a death in his or her spouse's immediate family and one (1) day in the event of the death of an aunt or uncle. If any of these days off are the employee's scheduled working days, the employee shall suffer no loss in pay, exclusive of overtime.

B. Immediate Family. "Immediate family" is defined as father, mother, brother, sister, child, spouse, grandparent, or other, permanent members of the employee’s household.
ARTICLE XVIII

EQUAL EMPLOYMENT OPPORTUNITY AND NON-DISCRIMINATION

A. **Policy Statement.** 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 protected veteran status, 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 bargaining unit member for filing or making a good faith report of alleged violations of this policy is prohibited and will not be tolerated. The University also maintains its commitment to affirmative action and a community that is truly integrated, diverse and inclusive.

B. **Applicability.** The Union acknowledges that, like other University employees, bargaining unit members covered by this Agreement are subject to University policies prohibiting discrimination and harassment, as referenced in this Article.

C. **Union Membership.** The University shall not discriminate against any bargaining unit member on the basis of Union membership status or Union activity.
ARTICLE XIX

BACKGROUND CHECKS

A. **New Employees.** Newly hired employees are subject to the University background check procedures at time of hire, which may include checks into criminal history through the Massachusetts Criminal Offender Record Information (CORI) and other state and federal databases at time of hire and periodically as required by law.

B. **Grandfathered Employees (hired before 1/1/15).** For purposes of this Article, employees hired on or before January 1, 2015, who were not previously subject to a background check, will be asked to complete background checks according the following schedule:
   
b. Employees with general access to all other campus grounds and buildings by January 1, 2021.

C. **Background Check Procedure.** In order to ensure the safety of the university community, Tufts may conduct background checks as outlined in paragraphs A and B above on staff covered by this Agreement in accordance with Appendix C, Tufts University Background Check Procedure (as effective July 1, 2019). Any adverse action taken on the basis of such background check will be subject to the just cause provision of the CBA.

D. Notwithstanding the University’s policy and procedures for background checks as outlined in Appendix C, bargaining unit members shall not be subject to a review of their personal financial information.
ARTICLE XX

MISCELLANEOUS PROVISIONS

A. **Clean-Up Time.** Five (5) minutes clean-up time is allowed before lunch and ten (10) minutes at the end of the work day. Clean-up time is considered work time. Therefore, all employees must remain on the premises.

B. **Union Work.** Supervisors will not perform bargaining unit work except in the case of a life or property threatening emergency.

C. **Disciplinary Warnings.** The University agrees to remove all written warnings and reprimands (except for OEO findings and/or last chance agreements) from an employee's file eighteen (18) months from the date of issue, provided the employee has not incurred any other warnings during that time period. Record of verbal warnings shall not be placed in the employee's Personnel file.

D. **Meals and Breaks During Extended Overtime Work.** The University agrees to permit one fifteen (15) minute break within the first four (4) hours of overtime at the end of a shift, and to provide a hot meal, appropriate to the time of day or working conditions, if the employees work beyond twelve (12) consecutive hours.

E. **License Renewals.** The University agrees to reimburse employees for the cost of renewal for licenses (other than standard driver’s license) required as a condition of employment within that classification. The University will provide on campus training required by the Commonwealth for renewal of trade licenses. If such training cannot be provided on campus, the University agrees to reimburse the employee for the cost of a pre-approved program only, not including the employee's time.

F. **Notices.** The University will permit the Union to post notices of its meetings or other activities on bulletin boards as designated. Such notices shall not be larger than 8-1/2 x 11 inches.

G. **Trades-Lead.** The University agrees to establish a trades lead-person on the second shift on the Medford Campus at the rate of one (1) dollar per hour premium, initially selected by seniority, when no trade supervisor is regularly assigned on that shift.

H. **Hand Tools.** The University agrees to continue the practice of supplying tradespersons with University owned hand tools on a one-time basis in accordance with a list as determined by the University in consideration of the applicable trade. The University agrees to replace tools that have become worn or broken due to reasonable wear and tear or damages incurred in connection with University on-the-job work. Tools will be inspected at the discretion of the University and will be returned to the University upon termination of employment for any reason. Proper and reasonable care over University-owned tools is the responsibility of the employee.

I. **Health Cost Reimbursements.** The University agrees to pay for any health exams and any insurance co-pays required for specific jobs, to the extent such costs are not already covered by the individual’s health insurance.
J. **Contractors.** It is the intent of the University to use University-employed union members, rather than outside contractors, whenever possible (other than for specifically contracted snow removal from off campus buildings), subject to the discretion of management as to the availability of appropriate skills within the bargaining unit.

K. **PM Mechanic.** PM Mechanics shall hold the same qualifications for the corresponding trades for which the license relates. For individuals holding the title PM Mechanic and a professional trade license, the University will recognize their seniority and include them for overtime and on-call assignments consistent with their trade class.
ARTICLE XXI

EFFECTIVE AND TERMINATION DATES

A. Subject to the provisions of paragraph B, this Agreement shall become effective July 1, 2019, and shall continue in full force and effect until June 30, 2022, and thereafter for additional successive one (1) year periods, unless terminated by notice in writing given by either party to the other 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.

B. The University may reopen this Agreement for the sole purpose of negotiating with the Union concerning the implementation of employee background investigations, if it has implemented a formal background check program for certain employees of the University, and it provides the Union with not less than sixty (60) days’ notice prior to the date it wishes to reopen.

C. This Agreement may be amended at any time only by mutual agreement of the parties expressed in writing and annexed hereto.

D. This document, including the schedules hereto attached and the seniority list to be furnished as hereinbefore provided, shall consist of two identical signed documents, each of which shall be considered the original Agreement. Any notice required by the Agreement may be sufficiently given by written notice delivered or mailed by Certified Mail to the Secretary of Trustees of Tufts College and the Secretary-Treasurer of the Union.
IN WITNESS WHEREOF, the parties hereunto set their hands and seal, by their duly authorized officers, this __________ day of __________________, 2019.

For: TRUSTEES OF TUFTS COLLEGE

By: [Signatures]

For: SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 32BJ, District 615

By: [Signatures]

Ingrid Naya, Associate General Counsel
## CLASSIFICATION PAY RATES

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**Annual Rate Increases.** The classification pay rates reflect a three percent (3%) increase effective July 1, 2019 and market adjustments for the unlicensed trades ($0.30), licensed trades ($0.15) and utility and drivers ($0.05). The classification pay rates listed above shall increase annually as follows:

- Three percent (3%) on July 1, 2020
- Two and three-quarter percent (2.75%) or the midpoint of the Merit Pool (whichever is higher) on July 1, 2021.

The midpoint of the Merit Pool refers to the total percent increase pool in salary and wage compensation available to the Operations Vice President.

**Shift Differential.** Those employees assigned to work on a shift starting after 2:59 p.m. or ending before 8:01 a.m. will receive a shift differential payment of $1.30 one (1) dollar thirty (30) cents per hour above the basic wage rate for that classification of work.

**Utility Workers.** Tufts will consolidate the utility positions according to the following phased-in schedule:

1. Utility IIs will convert to Utility Is on 7/1/21, unless the employee would have been eligible for advancement sooner;
2. Utility IIIs will convert to Utility Is on 7/1/22.

Utility IIs and Utility IIIs are required to meet the minimum requirements (including hoisters license) prior to their advancement dates. If any Utility IIs and IIIs do not meet the minimum requirements for the Utility I position by their date of advancement, they shall not receive the Utility I pay rate, but shall remain at their Utility II or III pay rate until they obtain the required license or other minimum requirement.

John Mercer and Victor Diaz will have until January 1, 2021 to attain the required hoisting license. If either does not attain the license, his rate will be frozen at the FY 2021 rate until he acquires it. If either provides good reason that he is unable to acquire that license, management may waive the requirement at its discretion.
APPENDIX A

Memorandum of Understanding

Benefits

The University agrees to provide all the insured benefits on the same basis and cost as are provided to other full time, non-exempt employees on the Medford, Boston, Grafton and Fenway Campuses. Notwithstanding the foregoing, and for the duration of this Agreement, the University agrees that it shall not increase the premium contribution percentages in effect as of July 1, 2019 for comparable health plans with substantially similar coverage. As used in this section "benefits" include only the following: Tufts Health Plan, Health Care and Dependent Care Flexible Spending Accounts, Dental Plan, Vision Care Plan, Basic Life Insurance Plan, Supplemental Life Insurance Plan, Dependent Life Insurance Plan, Accidental Death and Dismemberment Plan, Long Term Disability, 401(a) Basic Retirement Plan, 403(b) Voluntary Retirement Plan, Parental Leave, Workers Compensation, Educational Opportunities, Tuition Remission, Credit Union, Commuter Program, Hyatt Legal Plan, Met Life Auto Home Insurance Programs, Pet Insurance, and Group Long Term Care (LTC benefit was discontinued for new employees effective March 31, 2014 and no new option is available). If benefits for employees are increased or reduced, the University will notify the Union one (1) month before the effective date that the changes are being implemented for employees covered by this Agreement. If a task force is created to look at Tuition Remission, the Bargaining Unit will be represented.

Awards Program

Bargaining unit employees are eligible for the Employee Recognition/Awards Program. Decisions regarding the Program content, appointments to any selection committee, as well as any awards, bonuses, changes to the Program, the implementation or elimination of it, and other such decisions will be at the sole discretion of the University.

Work Rules

The University and the Union acknowledge that the work rules in this section are not exhaustive, and are not intended to constrain the University’s express authority under Article IV.

The University agrees to maintain a list of employees in the Utility classification who are "qualified" for emergency assignment in higher paid classifications. Individual classifications shall be determined by the University and the Union with particular attention to personal safety requirements for the work to be performed.
## APPENDIX B

### ADMINISTRATION OF BENEFITS AS RELATED TO ABSENCES

<table>
<thead>
<tr>
<th></th>
<th>HOLIDAYS</th>
<th>VACATIONS</th>
<th>PERSONAL DAYS</th>
<th>SICK DAYS</th>
<th>SICK BONUS</th>
<th>HEALTH INSURANCE COST TO EMPLOYEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers Compensation</td>
<td>Differential</td>
<td>No earned credits (after 90 days)</td>
<td>Differential</td>
<td>Contract</td>
<td>No credit</td>
<td>As usual</td>
</tr>
<tr>
<td>Sick (paid) (unpaid)</td>
<td>Full Pay</td>
<td>Earned as usual</td>
<td>Full Pay</td>
<td>Contract</td>
<td>No credit</td>
<td>As usual Full Cost of Premium</td>
</tr>
<tr>
<td></td>
<td>Full Pay</td>
<td>No earned credits</td>
<td>Full Pay</td>
<td>Full Pay</td>
<td>No credit</td>
<td>Full Cost of Premium</td>
</tr>
<tr>
<td>Parental Leave (paid)</td>
<td>Full Pay</td>
<td>Earned as usual</td>
<td>Full Pay</td>
<td>Contract</td>
<td>No credit</td>
<td>As usual</td>
</tr>
<tr>
<td>Leave of Absence (unpaid)</td>
<td>None</td>
<td>None (pro rate on return)</td>
<td>None (pro rate on return)</td>
<td>None (pro rate on return)</td>
<td>No credit</td>
<td>Full Cost of Premium</td>
</tr>
<tr>
<td>Temporary Premium Rates</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>As usual</td>
</tr>
</tbody>
</table>
APPENDIX C

Tufts University Background Check Procedure

Required Background Checks

In order to ensure the safety of the university community, Human Resources may conduct background checks on prospective and current faculty, staff, students, volunteers and contractors.

The background check to be conducted is dependent on the position being sought and may include, but not be limited to, Massachusetts criminal and sex offender records\(^1\), a national criminal and sex offender search, and a motor vehicle driving record search.

Conducting Background Checks

Background checks will only be conducted as authorized by law and only after an authorization form has been completed. A background check begins with a supervisor or authorized person’s submission of a completed Request for Background Check Form. All individuals who are required to have a background check must complete this process prior to the start of their employment or service activity. It is the responsibility of the head of each school, division or center (Dean, EAD, VP, Director) to ensure that an individual (whether faculty, staff or student) who is required to have a background check in accordance with this procedure does not commence his/her employment or service activity until the background check has been completed by Human Resources.

Tufts University reserves the right to conduct background screening any time after employment or volunteer service has begun. If a new background check is to be conducted on an individual within a year of his/her signing of the Acknowledgement Form, the individual shall be given prior notice that a new background check will be conducted. All individuals subject to the requirements of this procedure, and who enter into employment or service with the University, will undergo periodic background checks. Any misrepresentations, falsifications, or material omissions in the information provided by the individual, whenever discovered, may result in disqualification from, or termination of employment or volunteer service, with the University.

Access to Background Checks

All background checks obtained are confidential, and access to the information is limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, Human Resources, staff submitting the background check requests, staff processing applications,

\(^1\) Criminal Offender Record Information (CORI) and Sex Offender Registry Information (SORI)
the Tufts University Police Department (TUPD) and the Office of University Counsel. Human Resources will keep a current list of individuals authorized to have access to, or view, the results of background checks.

Training

An informed review of a background check that includes criminal records requires training. Accordingly, all personnel authorized to conduct background checks that include criminal history information and/or who are authorized to review criminal history information, will be familiar with the relevant training materials made available by the Massachusetts Department of Criminal Justice Information Service (DCJIS).

Verifying an Individual's Identity

Once the supervisor/manager has completed the Background Check form, Human Resources will initiate the background check process through our third party vendor.

Use of Background Checks

Background checks used for employment purposes shall only be conducted for applicants who are otherwise qualified for the position for which they have applied.

The nature of the screening and evaluation process depends upon the requirements, responsibilities, and activities of each position. Unless otherwise provided by law, a criminal record will not automatically disqualify an individual from employment. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

Determining Suitability

If a determination is made, as provided above, that the background check belongs to the individual, and the individual does not dispute the record's accuracy, then a determination of suitability for the position will be made. Factors considered in determining suitability may include, but not be limited to, the following:

- The relevance of the criminal offense to the nature of the employment or volunteer service being sought;
- The nature of the work to be performed;
- The seriousness and specific circumstances of the offense;
- The age of the individual at the time of the offense;
- The number of offenses;
- The length of time since the offense occurred;
- Any relevant evidence of rehabilitation or lack thereof; and
- Any other relevant information, including information submitted by the individual or
requested by the hiring authority.

Human Resources will make these decisions in consultation with the Office of University Counsel, as needed.

In connection with any decision regarding employment or volunteer opportunities, the individual shall be provided with a copy of the background check prior to questioning him/her about the information in the report.

Human Resources will notify the individual of the decision and the basis for it in a timely manner.

**Adverse Decisions Based on Background Checks**

If Human Resources intends to make an adverse decision based on the results of a background check, the individual will be notified. The individual shall be provided with a copy of this policy and a copy of the background check. The source(s) of the background check will also be revealed. The individual will then be provided with an opportunity to dispute the accuracy of the information in the background check. Individuals shall also be provided a copy of the following: "Information Concerning the Process for Correcting a Criminal Record" and "A Summary of Your Rights Under the Fair Credit Reporting Act."

**Appeals**

If an individual wishes to dispute and/or explain the information contained in the background check report, the individual must do so in writing. The written explanation, and any other documents the individual wishes to submit, must be received by the Human Resources within fourteen (14) days of receipt of the above notice that Human Resources intends to make an adverse decision. The appeal submission should include a written explanation of why the individual should continue in his/her employment or service activity. The individual is not permitted to be employed or serve during this appeal process. Such information shall be reviewed by the Vice President of Human Resources in consultation with the Office of General Counsel.

**Secondary Dissemination Logs**

All background check reports that include criminal history information can only be disseminated as authorized by law. A central secondary dissemination log must be used to record any dissemination of such information outside of Tufts University, including dissemination at the request of the individual who is the subject of the background check.