

**AGREEMENT**

**between the**

**QUINCY COLLEGE BOARD OF GOVERNORS**

**and the**

**QUINCY EDUCATION ASSOCIATION, UNIT E QUINCY**

**COLLEGE PROFESSIONAL STAFF**

**Effective July 1, 2015 - June 30, 2018**

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**PREAMBLE**

WHEREAS, the City of Quincy and the Quincy Education Association, Unit E, Quincy College Professional Staff are parties to a Collective Bargaining Agreement under the provisions of Massachusetts General Laws Chapter 150E and said Agreement had a duration clause effective July 1, 2012 and remained in full force and effect through June 30, 2015; and

WHEREAS, the Board of Governors of Quincy College is the public employer of the college's employees, pursuant to Section 15 of Chapter 135 of the Acts of 2014, and is thus the representative for purposes of labor relations including the bargaining of a successor agreement; and

WHEREAS, the designated representatives of Quincy College have met with representatives of the Association pursuant to provisions of Chapter 150E of the General Laws and the parties have fully considered and discussed all proposals made by either party as to salaries, hours, and other conditions of employment; and

WHEREAS, the negotiating representatives of both the College and the Association have negotiated a successor agreement to be effective July 1, 2015, the Agreement effective as of July 1, 2012 shall continue in all its provisions except as hereinafter modified and shall continue in full force and effect from July 1, 2015 to and including June 30, 2018.

## ARTICLE I – RECOGNITION

### Section 1.0

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of agreements and any questions arising thereunder, the College recognizes the Association as the exclusive representative of all employees in the following positions:

### Section 1.1

- A. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of agreements and any questions arising hereunder, the Board recognizes the Association as the exclusive representative of all employees in the following unit:

All full-time and permanent part-time greater than .5 FTE administrative members of the College,

but excluding,

the President, Senior Vice Presidents, Vice-Presidents, Deans, Associate Deans, Executive Directors, Directors, , Faculty, Tutors, Librarians, , Department Chairs, Science Lab Specialists, , Grant Funded Positions, Adjuncts and Visiting Professors, Clerical, Custodial, Security, Assistant to the President, Assistants to Vice-Presidents, Assistant Deans, confidential, managerial and any other employee represented by any other bargaining unit other than the Professional Staff Association.

For purposes of this Article, “permanent” is defined as those employees who are not temporary.

- B. In the event that the College creates a new professional position or modifies an existing position, it shall inform the Association of said position and provide it with a job description simultaneously with the posting or modification of any position.

**Section 1.2**

Specific issues of wages, hours, benefits, and working conditions which relate to professional staff employees and are not addressed herein, will be governed/defined by clear evidence of past practice if/as applicable.

**ARTICLE II – WORKING HOURS**

**Section 2.0**

Full-time professional staff employees shall work 35 hours per week and part-time professional staff employees shall work in accordance with the terms of their appointment.

**Section 2.1**

In the event that full-time staff members are required, by direction of their Senior Vice-President, Vice President or his/her designee, to work additional hours in excess of their regularly scheduled work week, they shall be entitled to compensatory time off as follows:

- a. For hours worked in excess of a member's regular schedule and less than 40 in any given week, compensatory time equal to the number of hours worked.
- b. For hours worked in excess of 40 in any given week, the employee shall be entitled to compensatory time at the rate of time and one-half the number of hours worked.

Nothing in this provision is meant to limit the College's right to compensate part-time employees who work hours in excess of their regularly scheduled work week, either via compensatory time off or wages, calculated under the method set forth above.

**Section 2.2**

In order to use such compensatory time off, an employee shall provide two (2) working days' notice of the requested time off to his/her supervisor and must receive the supervisor's permission to take such requested compensatory time. Compensatory time may be used in increments of no less than two (2) hours. Compensatory time may also be used in conjunction with vacation leave upon a written request of not less than two (2) weeks prior to the time being requested. The supervisor may not unreasonably refuse permission to use compensatory time as requested herein.

**Section 2.3**

No employee shall be allowed to accrue more than fifty (50) hours of compensatory time off at any given time. An employee may carry-over up to fifty (50) hours of comp time from one fiscal year until August 15 of the next fiscal year, as long as the employee has submitted a plan in writing to his/her supervisor setting forth the employee's plans for taking said comp time. In the event the employee's request to carry over compensatory time is not granted, the employee will be paid for such unused compensatory time remaining as of June 30 at his/her regular hourly rate of pay. In the event the employee's request to carry over vacation time is granted, but the employee is unable to use all of the carried over compensatory time by August 15<sup>th</sup>, then the employee will be paid for such unused compensatory time remaining as of August 15 at his/her regular hourly rate of pay.

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Each employee's pay stub shall reflect the number of unused compensatory hours the employee has to her/his credit as of the end of the pay period.

**Section 2.4**

In the event that the College is closed, or all classes are canceled, at the direction of the President or his/her designee, Professional Staff members are not expected to report to work and said members shall experience no reduction in pay. Only those employees who are regularly scheduled to work on the day in question shall receive this benefit. Should an employee already be on a scheduled day of paid leave, he/she will still be required to use the scheduled paid leave time.

If, when the College is closed or all classes are cancelled, any member is required to report to work by specific direction of the President or his/her designee, then said employee shall receive compensatory time off consistent with the provisions of Section 2.1 in addition to his/her regular rate of pay for the day in question.

**Section 2.5**

As a condition of employment, all employees are required to work the College commencements from such start time and until such ending time and to perform such duties as specified by the employee's Senior Vice President or Vice-President. Excused absences shall be allowed for the following limited purposes: the wedding, funeral or graduation of an immediate family member of the employee; or an employee's illness, as documented by a physician or other compelling reason. The term "immediate family member" shall have the same meaning as set forth in Section 6.0 of this Agreement. Members who are granted an excused absence under the terms of this section shall be required to utilize a personal day.



**Section 2.6**

During the period from June 30 through August 15, Professional Staff members may, with the approval of the President or his/her designee, work a four (4) day work week. Such revised work schedule shall include the same number of work hours per week as during the remainder of the year but during a continuous four (4) day period. The selection of a Monday through Thursday or Tuesday through Friday work week shall be by mutual agreement between the Professional Staff member and his/her supervisor.

**ARTICLE III – VACATION**

**Section 3.0**

Professional staff employed and working at the College prior to June 30, 2000 shall earn vacation in the following manner:

For the 1<sup>st</sup> through 19<sup>th</sup> year of service: 20 vacation days per year earned at the rate of 1.67 days per month worked.

For the 20<sup>th</sup> year of service and thereafter: 25 vacation days per year earned at the rate of 2.08 days per month worked.

**Section 3.1**

All employees commencing work at the College on or after July 1, 2000 shall earn vacation in the following manner:

For the 1<sup>st</sup> through 5<sup>th</sup> year of service: 10 vacation days per year earned at the rate of .83 days per month worked.

For the 6<sup>th</sup> through 7<sup>th</sup> year of service: 15 vacation days per year earned at the rate of 1.25 days per month worked.

From the 8<sup>th</sup> through the 19<sup>th</sup> year of service: 20 vacation days per year earned at the rate of 1.67 days per month worked.

After the 20<sup>th</sup> year of service and thereafter: 25 vacation days per year earned at the rate of 2.08 days per month worked.

### **Section 3.2**

Vacation leave is earned monthly in a prorated manner and may be used accordingly including use of vacation leave in increments of no less than two (2.0) hours. Vacation leave may be accumulated and carried-over one year to the next in an amount not to exceed twenty (20) days regardless of years of service. Accrued vacation time in excess of allowable carryover, if not used by 14 calendar days prior to Labor Day, shall be forfeited. At the time of termination of employment, a member will be paid for any earned and unused vacation days as of the date of termination.

### **Section 3.3**

Vacation time may not be redeemed in increments of less than two (2.0) hours. The employee may not carry a negative balance. If vacation is approved without the employee having earned sufficient time, said leave will be unpaid. Members on an unpaid leave status shall not be eligible to earn sick or vacation time during such unpaid leave.

### **Section 3.4**

All vacation requests are subject to the approval of the appropriate Senior Vice-President, Vice President (or President, if applicable). To request vacation, the member must submit to the member's Senior Vice President, Vice-President (or President, as applicable), via their immediate supervisor, the request in writing, not less than two (2) weeks prior to the vacation time being requested. If the period of requested vacation is two (2) days or fewer, that request must be submitted not less than two (2) days prior to the vacation time being requested. Submission of a request for vacation shall not constitute approval. Approval shall not be unreasonably withheld.

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## ARTICLE IV – SICK LEAVE

### Section 4.0

On July 1st of each year, each professional staff employee shall be allotted fifteen (15) sick days. Members hired after July 1 of any year shall be awarded sick leave on a pro-rated basis at the rate of 1.25 days per month worked. Sick leave accumulates to the extent not used without limitation. Sick leave may be used in increments of no less than two (2.0) hours.

### Section 4.1

The College reserves the right to request from any employee seeking to use sick leave documentation from a physician in way of explanation of said sick leave request. The employee shall comply with all such requests from the College. The College reserves the right to deny paid sick time requests where the illness is not documented and/or a pattern of abuse exists.

### Section 4.2

At the time of termination of employment, staff members who have accrued ten (10) years of service may redeem up to twenty-five (25) days of accumulated sick leave at the rate of fifty dollars (\$50.00) per day, provided the member has given a minimum of two weeks written notice of intention to terminate. Once such notice of termination, resignation or retirement is given, an employee may only use paid sick or other paid leave time with the advanced recommendation of the supervisor and Senior Vice-President/Vice President and the approval of the President.

### Section 4.3 – Extended Sick Leave Plan

There shall be an extended sick leave plan subject to the following conditions:

1. A member must be out for twenty (20) consecutive working days, must have exhausted his/her sick leave, vacation leave, and compensatory time and must have been without pay for not less than five (5) days.
2. Once the member has been without pay for not less than five (5) days he/she may then request additional paid sick leave. Such request shall be submitted to the President of the College together with medical documentation verifying the disability and need for extended leave. The President shall grant the member up to fifty (50) work days paid leave, depending on the number of days required to cover the employee's illness or injury.
3. A member is not eligible for this benefit until twelve (12) months have elapsed from the date of the last day of pay under this plan.
4. This benefit is provided to members only for their own serious illness or injury, excluding work-related injury covered under M.G.L. Ch. 152.
5. A member who uses this benefit may elect to retain his/her personal days to be available as needed upon return to work.

## ARTICLE V – PERSONAL LEAVE

### Section 5.0

Each professional staff employee shall be allowed up to three (3) days of leave per contract year with pay for the purpose of transacting or attending to pressing personal, legal, business or family matters which require absence during a workday and which may not be completed otherwise. Up to one (1) unused Personal leave day may be carried over from one contract year to the next with the understanding that no employee

may have more than four (4) unused Personal leave days to his/her credit at any one time. Personal leave may be used in increments of no less than two (2.0) hours. Personal time may be used in conjunction with vacation leave upon a written request of not less than two weeks prior to the time being requested. Exceptions to this notice requirement may be approved by the President in the event of an unforeseen emergency provided that the employee submits acceptable verification of the nature of the emergency. Except in an emergency situation as may be authorized by the College President, no personal leave shall be allowed three (3) days before or three (3) days after a holiday, or during a College enrollment or registration period.

## **ARTICLE VI – BEREAVEMENT**

### **Section 6.0**

Each professional staff employee may receive up to five (5) days bereavement leave upon the death of an immediate family member. Immediate family member means spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, or any permanent member of an employee's household. Each professional staff employee may receive two (2) days bereavement leave upon the death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt or uncle.

## **ARTICLE VII – HOLIDAYS**

### **Section 7.0**

The following are paid holidays:

One Half Day New Year's Eve (December 31)	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	One Half Day Before Thanksgiving
Patriot's Day	Thanksgiving Day
Good Friday	Thanksgiving Friday
Memorial Day	One Half Day Before Christmas
Independence Day	Christmas Day

If a holiday set forth above falls on a Saturday, each Professional Staff employee shall receive the immediately preceding Friday as a paid holiday. If a holiday falls on a Sunday, each Professional Staff employee shall receive the immediately following Monday as a paid holiday. On those days designated as half day holidays, employees shall work four (4) hours, regardless of the employee's regular work hours for said day. An employee's regular work hours may be rescheduled on such days in order to accommodate the four (4) hours of work.

Part-time members shall be eligible for a pro-rata holiday benefit determined by comparing the number of hours the part-time employee works compared to a full-time employee. If a holiday falls on a day when the part-time employee is not scheduled to work, (s)he may, with the approval of his/her supervisor, schedule the paid holiday time off within the same week.

**Section 7.1**

In addition to those holidays specifically named above, each employee shall be entitled to the Monday and Friday of Spring Break week as additional paid holidays in

recognition for the member's commitment to attend and work the College Commencement events as outlined in Section 2.5. In the event an employee is not scheduled to work on the Monday and/or Friday of Spring Break week, (s)he shall receive another day of Spring Break week as a paid holiday chosen by mutual agreement.

**Section 7.2**

During Spring Break, all employees are entitled to one floating holiday, to be used Tuesday, Wednesday, or Thursday, which shall be granted by the supervisor upon request of the employee submitted by February 1 preceding the Break. Should the supervisor determine that there may be staffing problems as a result of the request(s), approval will be granted on the basis of seniority.

**ARTICLE VIII – RELIGIOUS LEAVE**

**Section 8.0**

Each professional staff employee may receive up to three (3) days of religious leave as applicable, charged first to personal and then to sick leave.

**ARTICLE IX – ADDITIONAL LEAVES OF ABSENCE**

**Section 9.0 – Jury Duty**

Quincy College encourages employees to fulfill their civic obligations and responsibilities by serving jury duty when required. If an employee is called to serve on jury duty, their manager should be notified in writing in order for the College to make appropriate staffing arrangements and a copy of the employee's jury duty notice must be on file with the Office of Human Resources. Employees selected for jury duty will be

paid their regular base salary for up to three (3) working days. If an employee is selected to serve on a jury for more than three (3) working days, the College will continue to pay the employee his/her regular base salary for the duration of such jury duty, however any payment or fees received from the courts (other than expenses) must be turned over to the College. A copy of the check must be given to Human Resources.

Employees who report to jury duty and are not selected to serve on a panel are expected to report to work if they are dismissed before 12:00 noon. If they are dismissed after 12:00 noon, they are not obligated to report to work for that day. Employees who are serving on a panel and are released early due to court constraints or continuances are expected to report to work following the above guidelines.

#### **Section 9.1 – Court Appearances on Behalf of Quincy College**

Employees subpoenaed or otherwise required to testify as witnesses by Quincy College will be granted time off from work without loss of pay for the entire period of witness duty. The employee is expected to report to work as the court schedule permits.

#### **Section 9.2 – Time Off to Vote**

Quincy College encourages all employees to fulfill their civic obligations and responsibilities by participating in local, state and federal elections. Generally, employees are able to find time to vote either before or after their regularly scheduled work hours. If employees are unable to vote in an election during their non-work hours and have not applied for an absentee ballot in a timely manner, the manager may, at his/her discretion, allow up to two hours of unpaid time off to vote.



**Section 9.3 – Childrearing Leave**

A Professional Staff member with two (2) years of employment with the College may request, in writing submitted to the President or his/her designee, up to one (1) year of unpaid childrearing leave. Granting of said leave request shall be at the discretion of the President or his/her designee and such approval shall not be unreasonably denied. Disputes regarding such denial shall be submitted directly to arbitration under the then current Rules of the American Arbitration Association for Expedited Arbitration.

**ARTICLE X – HEALTH, DENTAL AND OTHER RELATED BENEFITS**

**Section 10.0**

Medical insurance shall be available to all eligible members as set forth in the July 1, 2011 Memorandum of Agreement between the City of Quincy and the Public Employee Committee.

**Section 10.1**

All members shall be entitled to a lump sum payment of twenty-five dollars (\$25.00) per fiscal year upon filing with the President's office proof of payment by the employee for an annual health club membership.

**ARTICLE XI – RETIREMENT PLAN**

**Section 11.0**

Each professional staff employee who works twenty-four (24) hours per week must apply for membership in the City of Quincy retirement system, unless to the contrary that employee is on and continues under the State Teacher's Retirement System.

**ARTICLE XII – GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 12.0**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which, from time to time, may arise. For purposes of this Agreement, a grievance is defined as a complaint between the College and the Association and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

**Section 12.1**

For grievances which do not involve the actions of the President of the College, the following procedure shall apply:

**Step 1:**

The aggrieved person shall file his/her grievance in writing with his/her immediate supervisor within fifteen (15) working days from the time the employee reasonably knew or reasonably should have known of the alleged violation of the Agreement. The Supervisor shall respond in writing to the grievance within five (5) work days from the date of filing.

**Step 2:**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within the time limits set forth at Step 1, then the aggrieved member may file the grievance in writing to the

Senior Vice President/Vice-President who supervises that member. The grievance must be filed in writing within ten (10) work days from the date of the Step 1 response, or in the event that no response has been rendered, then from the date the Step 1 response would have been due. The Senior Vice President/Vice-President shall meet with the aggrieved member and a representative of the Association to discuss the grievance and shall respond in writing to the grievance within ten (10) work days from the date of filing.

**Step 3:**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 2, or if no decision has been rendered within the time limits set forth at Step 2, then the aggrieved member may file the grievance in writing to the President. The grievance must be filed within ten (10) work days from the date of the Step 2 response, or in the event that no response has been rendered, then from the date the Step 2 response would have been due. The President or designee shall meet with the aggrieved member and a representative of the Association to discuss the grievance and shall respond in writing to the grievance within ten (10) work days from the date of filing.

**Step 4:**

If the grievance remains unsettled, then either party may request that the matter be submitted to arbitration. The request for arbitration must be submitted to the other party in writing within fifteen (15) work days from the Step 3 response, or in the event that no response has been rendered, then from the date the Step 3 response would have been due. The arbitrator shall be selected by the

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parties and mutually agreed upon. In the event that the parties are unable to agree upon an arbitrator, then the parties agree to utilize the Massachusetts Division of Labor Relations, formerly known as the Board of Conciliation and Arbitration.

The cost of arbitration shall be borne equally by the College and the Association.

**Section 12.2**

For grievances which involve the actions of the President of the College, the following procedure shall apply:

**Step 1:**

The aggrieved person shall file his/her grievance in writing with the President within fifteen (15) working days from the time the employee reasonably knew or reasonably should have known of the alleged violation of the Agreement. The President shall meet with the aggrieved member and a representative of the Association to discuss the grievance and shall respond in writing to the grievance within ten (10) work days from the date of filing.

**Step 2:**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within the time limits set forth at Step 1, then the aggrieved member may file the grievance in writing to the Personnel and Programs Sub-Committee of the Board of Governors. The grievance must be filed in writing within ten (10) work days from the date of the Step 1 response, or in the event that no response has been rendered, then from the date the Step 1 response would have been due. The Personnel and Programs Sub-Committee of the Board of Governors shall convene within thirty (30) calendar

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days from the date of the Step 2 filing to hear the grievance and shall respond in writing to the grievance within fifteen (15) calendar days.

**Step 3:**

If the grievance remains unsettled, then either party may request that the matter be submitted to arbitration. The request for arbitration must be submitted to the other party in writing within fifteen (15) work days from the date of the Step 2 response, or in the event that no response has been rendered, then from the date the Step 2 response would have been due. The arbitrator shall be selected by the parties and mutually agreed upon. In the event that the parties are unable to agree upon an arbitrator, then the parties agree to utilize the Massachusetts Division of Labor Relations, formerly known as the Board of Conciliation and Arbitration. The cost of arbitration shall be borne equally by the College and the Association.

**Section 12.3**

For the purposes of this Agreement, a work day is defined as a week day (Monday through Friday), excluding Holidays.

**Section 12.4**

A grievance not initiated within the time specified shall be deemed waived. Failure of either party to appeal a decision within the time limit specified 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 College to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. Time limits specified above may be extended by mutual agreement between the parties.

## ARTICLE XIII – DISCIPLINE AND DISMISSAL

### Section 13.0

No Professional Staff member shall be disciplined, suspended or dismissed without good cause.

Good cause may include, but shall not be limited to the following with each discipline being treated on a case-by-case basis:

- A. Willful neglect or non-performance of one or more assigned duties;
- B. Demonstrated incompetence in the performance of one or more assigned duties.
- C. Behavior that seriously interferes with the normal operation of the institution, the department, or any members of the work force;
- D. Insubordination which shall mean a refusal to carry out a direct order;
- E. Dishonesty in the performance of assigned duties;
- F. Chronic absenteeism or tardiness without reasonable excuse;
- G. Unauthorized possession or use of alcohol or a non-prescribed controlled substance during any period of assigned work;
- H. Institutional theft.

Letters of discipline, which reference the above A through H, or such other good cause, shall contain a specific description setting forth the behavior which prompted the imposition of discipline.

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages. Such action is intended to be from a less severe to a more severe corrective action in order to bring about the necessary change in work habits.

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Progressive disciplinary actions may include, but are not limited to oral reprimand, written reprimand, suspension without pay, demotion and discharge. However, in some circumstances, actions or omissions which have resulted or will result in harm to the institution, academic community or members thereof may require imposition of severe sanctions in the first instance.

**Section 13.1**

New hires shall have an initial review period of six (6) months. Termination of employees during the initial review period shall not be subject to the provisions of Section 13.0 or the grievance and arbitration provisions of this Agreement.

**ARTICLE XIV – SALARY**

**Section 14.0**

The wage classification system applicable to Association members is attached hereto at Appendix A.

The salary range for positions at all levels in the wage classification system in Appendix A shall be increased and unit members on the payroll on July 1 of each year of the Agreement shall receive base pay increases according to the following schedule:

July 1, 2015: 3.25%

July 1, 2016: 3.0%

July 1, 2017: 3.0%

**Section 14.1 Longevity:**

In recognition of years of service to Quincy College, employees who attain the required years of service as of December 1<sup>st</sup> shall be paid in the first week of December, an annual payment in accordance with the following terms and pay schedule:

July 1, 2015:

- |    |                           |        |
|----|---------------------------|--------|
| 1. | After 5 years of service  | \$225  |
| 2. | After 10 years of service | \$300  |
| 3. | After 15 years of service | \$550  |
| 4. | After 20 years of service | \$750  |
| 5. | After 25 years of service | \$1050 |

July 1, 2016:

- |    |                           |        |
|----|---------------------------|--------|
| 1. | After 5 years of service  | \$400  |
| 2. | After 10 years of service | \$500  |
| 3. | After 15 years of service | \$730  |
| 4. | After 20 years of service | \$950  |
| 5. | After 25 years of service | \$1500 |

July 1, 2017:

- |    |                           |        |
|----|---------------------------|--------|
| 1. | After 5 years of service  | \$400  |
| 2. | After 10 years of service | \$500  |
| 3. | After 15 years of service | \$730  |
| 4. | After 20 years of service | \$950  |
| 5. | After 25 years of service | \$1500 |

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Employees who have worked the full twelve (12) month period preceding the date longevity is to be paid shall receive the full amount. Longevity payments will be prorated for retirees and employees on extended sick leave, paid and unpaid leaves of absence, or workers' compensation to reflect payment for the actual number of months worked.

**Section 14.2**

Any member who earns a Bachelor's, Master's or Doctorate degree will receive an adjustment in base salary of \$1,000.00. Effective July 1, 2016 a member who earns a Bachelor's degree will receive an adjustment in base salary of \$1,000.00; a member who earns a Master's degree will receive an adjustment in base salary of \$1,750 and a member earns a Doctorate degree will receive an adjustment in base salary of \$3,000. An employee may receive such an adjustment only once per degree level. An employee whose status is less than full time shall be eligible for a pro-rated value of this amount.

**Section 14.3**

An employee who voluntarily agrees to work on Saturday, when Saturday is not part of the employee's regular work schedule, shall receive an additional three dollars (\$3.00) per hour worked.

**ARTICLE XV – EVALUATION**

**Section 15.0**

All members shall be evaluated at the end of their initial review period as outlined in Section 13.1 and annually thereafter between April 1 and May 30 by the

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appropriate Senior Vice President/Vice-President or his/her designee utilizing the evaluation instrument attached hereto as Exhibit B.

**Section 15.1**

An employee covered by this Agreement, and his/her representative, shall be permitted to inspect his/her personnel folder, files, and attendance reports and shall be permitted to make copies of such records as concern his/her work or himself/herself.

**Section 15.2**

An employee covered by this Agreement shall have only one personnel file, located in the Quincy College Office of Human Resources, and this file shall be accessible to the employee during regular working hours, upon written request and at a mutually agreed upon time.

**Section 15.3**

An employee must be notified if any materials are placed in his/her file and may respond in writing. The employee may choose to have his/her written response placed in the employee's file.

**ARTICLE XVI – PROMOTIONS AND VACANCIES**

**Section 16.0**

All vacancies in professional staff positions shall be filled pursuant to the following procedure:

- a. Such vacancies shall be posted on the College's internal website and disseminated to all employees via electronic mail. Vacancies for positions above the entry level must be posted for at least seven (7) calendar days

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before external advertising shall commence, unless it is mutually agreed upon in writing to waive the internal posting requirements of this Article.

- b. Said notice of vacancy shall clearly set forth the qualifications for and the duties of the position, the grade level and full time or part time status thereof and the compensation rate or range thereof.
- c. Professional staff members who desire to apply for such vacancies shall file their applications, in writing, with the appropriate office within the time limit specified in the notice. No member shall be eligible for a promotional position during a warning period. Members who apply for and are appointed to a promotional position prior to completing their initial review period shall serve a new initial review period of six (6) months in the promotional position. The provisions of Section 12.1 shall apply to the promotional appointment review period.
- d. A vacancy is defined as a position that has been vacated by an employee or a newly-created position.
- e. An employee whose position changes, whether due to promotion or lateral transfer, shall be notified by the College in writing and provided with the job description for the new position.

## ARTICLE XVII – LEAVE OF ABSENCE

### Section 17.0

Absence, without pay for up to one (1) year, for any reason not specified in this contract may be authorized by the President, or his/her designee. Said leave may be

renewed or extended at one (1) year intervals if so agreed by the member and the College President. Denial of such renewal or extended leave shall not be subject to the grievance or arbitration provisions of this Agreement.

**ARTICLE XVIII – PROFESSIONAL DEVELOPMENT/TUITION  
REIMBURSEMENT**

**Section 18.0**

A Professional Development Account will be created with an annual appropriation. Any funds not used in the July 1<sup>st</sup> through December 31<sup>st</sup> period will be rolled over into the January 1<sup>st</sup> through June 30<sup>th</sup> period. Any funds not used at the end of the fiscal year will be used to reimburse members, if any, who applied for reimbursement earlier in the year and were denied for lack of funds.

For Fiscal Years 2016, 2017 and 2018, the professional development fund will be calculated at 1% of the Unit E payroll on each July 1, 2015, July 1, 2016 and July 1, 2017. Funds will be used in the method set forth above, with half the annual fund balance being made available for the period of July 1<sup>st</sup> through and including December 31<sup>st</sup> and the other half being made available for the period of January 1<sup>st</sup> through June 30<sup>th</sup>.

Members may apply, through the Professional Development Committee, for tuition reimbursement from this account up to a total amount of three thousand dollars (\$3,000.00) per fiscal year for courses or training relating to the employee's current job responsibilities and/or position, or courses leading to a degree, which courses and degree must be related to the employee's current job responsibilities and/or position and must be offered by an accredited institution. The Association may have two (2) representatives sit

on the Professional Development Committee. In order to be eligible for such tuition reimbursement, the employee must provide proof to the Committee of completion of the coursework in question and receipt of a grade of B or higher. For noncredit courses or training, the employee must provide documentation that the employee has attended and completed the program and met all outcomes established for the course or training. At the end of each fiscal year, any monies remaining in this Account shall be returned to the College's general funds.

### **Section 18.1**

Members are eligible to take Quincy College courses for a flat fee of \$125 for a three-credit course and \$175 for a four-credit course, including Introduction to Computer Science. Select admission and science laboratory courses are excluded from this benefit.

## **ARTICLE XIX – CORI CHECKS**

### **Section 19.0**

The parties agree that all new hires shall be subject to a CORI (criminal background) check as a condition of hire, to the extent authorized by applicable law. All current members of the Association may be subject to a CORI (criminal background) check during the term of their employment. As a condition of employment, members will sign the necessary release forms.

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## ARTICLE XX – MANAGEMENT RIGHTS

### Section 20.0

It is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the College retains all rights and powers that it has or may hereafter be granted by law in managing the College and directing the working force and may exercise the same at its discretion without any such exercise being made the subject of a grievance except as expressly provided herein.

## ARTICLE XXI – CONTINUITY OF EMPLOYMENT

### Section 21.0

The Association agrees that neither the Association nor any member shall engage in, induce, encourage, or condone any strike, work stoppage, slowdown or withholding of services.

### Section 21.1

The parties agree that the Massachusetts Labor Relations Commission has jurisdiction under M.G.L. c.150E over any strike or prohibited practices set forth above. Notwithstanding, the College does not waive its rights to seek damages from the Association for such violation.

## ARTICLE XXII – SEVERABILITY AND SAVINGS

### Section 22.0

If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the

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compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as set forth above, the parties affected thereby shall enter into immediate negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

### **ARTICLE XXIII – DURATION**

#### **Section 23.0**

This Agreement shall be subject to ratification by the Association and with regard to cost items it is subject to approval for funding by the Quincy College Board of Governors.

This Agreement shall become effective July 1, 2015 and shall remain in full force and effect through June 30, 2018.

#### **Section 23.1**

This Agreement shall become effective only to the extent that sufficient funds are appropriated by the Board of Governors pursuant to M.G.L. c. 150E, §7.

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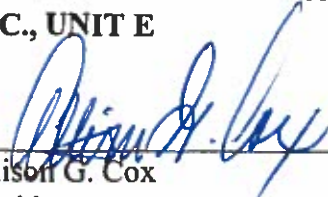
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**WHEREFORE**, the College and the Quincy Education Association Professional Staff Bargaining Unit E have caused this Agreement to be signed by their duly authorized representatives on this 9<sup>th</sup> day of March, 2016.

**BY QUINCY COLLEGE:**

  
\_\_\_\_\_  
Peter H. Tsaffaras  
President

**QUINCY EDUCATION ASSOCIATION,  
INC., UNIT E**

  
\_\_\_\_\_  
Allison G. Cox  
President



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APPENDIX A

QUINCY COLLEGE PROFESSIONAL STAFF  
WAGE CLASSIFICATION SYSTEM

1. Wage Classification System:

	July 1, 2015		3.25% Increase
Levels	Minimum Salary	Maximum Salary	
D	\$52,340	\$69,822	
E	\$50,131	\$66,854	
F	\$45,720	\$60,954	
G	\$43,513	\$57,950	
H	\$31,819	\$43,917	

	July 1, 2016		3.0% Increase
Levels	Minimum Salary	Maximum Salary	
D	\$53,911	\$71,916	
E	\$51,635	\$68,860	
F	\$47,092	\$62,782	
G	\$44,818	\$59,689	
H	\$32,773	\$45,235	

	July 1, 2017		3.0% Increase
Levels	Minimum Salary	Maximum Salary	
D	\$55,528	\$74,074	
E	\$53,184	\$70,926	
F	\$48,504	\$64,666	
G	\$46,163	\$61,479	
H	\$33,756	\$46,592	

APPENDIX A

2. Member's Wage Increases:

By virtue of the increases to the salary ranges set forth above, unit members on the payroll on July 1 of each year of the Agreement shall receive base pay increases according to the following schedule:

July 1, 2015: 3.25%  
July 1, 2016: 3.0%  
July 1, 2017: 3.0%

3. Position Classification System:

The College organizes its classification system of positions covered by this Agreement, based upon level of function and responsibility as follows.

The positions in classifications F, G, and H will be amended to provide that relevant work experience may be substituted for academic requirements. The parties agree that the requisite amount of work experience may vary depending on the level of expertise required. For example, a mid-level job that involves strong knowledge in a specialty area may require more years of relevant work experience in lieu of a BS/BA degree than would be required for an entry level job.

<u>LEVEL</u>	<u>GROUP CLASSIFICATION</u>
D	High level of staff experience in a function or specialty area with a high degree of independent responsibility with significant experience; may perform professional and/or administrative staff functions with a high degree of independence, and may provide analytical, supervisory, and/or ancillary services for a senior level manager; and/or oversees a specialty function requiring specialized knowledge and experience and/or entry level staff. Requires a BS/BA, Master's is preferred, and significant experience.  (Example: Associate Director)
E	Mid-level staff and/or administrative function in a specialty area; may have some independent staff level responsibility with strong knowledge in specialty area; may provide some analytical and/or ancillary services for a mid-level manager; and/or may oversee a specialty function requiring specialized knowledge and mid-level experience. Requires a BS/BA degree, Masters preferred.  (Example: Assistant Director, Manager of a specialty function)

APPENDIX A

F	<p>Mid-level staff position in a specialty area with experience; may have some level of independent work with strong knowledge in specialty area; typically requires a college degree and mid-level experience. Requires a BS/BA degree, Masters preferred.</p> <p>(Example: Officer, Associate)</p>
G	<p>Entry level professional staff specialist function requires a minimal level of independent thinking, a minimum level of experience and specialized knowledge; typically requires a college degree (Associates Degree or higher). This level is the primary staff position supporting the operations of any department.</p> <p>(Example: Specialist and Assistant)</p>
H	<p>Entry level administrative staff; function does not necessarily require professional experience or higher education degree but is a professional or administrative position which does require a specialized skill set and level of professionalism. Requires a HS Diploma or equivalent, AS/AA Degree or 1 year college experience preferred.</p> <p>(Example: Agent, Clerk or Receptionist)</p>

4. Placement in Job Classifications/Levels:

Current employees will be reclassified into new levels based on current function. It is agreed that it may result in salary caps or title changes for certain members. With this contract, Level "C" is eliminated as these are directors not in the Association. The President retains the authority to place new hires in the job classification commensurate with experience, qualifications, and job duties.

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APPENDIX A

5. Job Levels

Level	Position Title
D	<b><i>Associate Director</i></b>  Associate Director of Financial Aid Associate Director of Technology
E	<b><i>Assistant Director; Manager</i></b>  Assistant Director for Administration Nursing Division Assistant Director for Communications & Marketing Assistant Director of Finance Assistant Director of Finance & Accounts Payable
F	<b><i>Officer, Associate</i></b>  Academic Services Associate Advising Associate Admissions Associate Business Associate Disability Services Officer Educational Services Associate Financial Aid Associate Registrar Associate Registrar Officer Student Development Associate
G	<b><i>Specialist, Assistant</i></b>  Academic Services Specialist Advising Specialist Admissions Specialist Auxiliary & Copy Services Specialist Auxiliary & Mail Services Specialist Communications & Marketing Specialist Educational Services Specialist Facilities Specialist Financial Aid Specialist Military & Veterans Specialist Online Content Specialist Registrar Specialist

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Specialist/Accountant  
Technology Specialist  
Technology Assistant

H

*Agent, Clerk, Receptionist*

Advising Agent  
Admissions Agent  
Communications & Marketing Agent  
Financial Aid Agent  
Registrar Agent  
Technology Agent

APPENDIX B

QUINCY COLLEGE PROFESSIONAL STAFF  
ANNUAL PERFORMANCE EVALUATION

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_ Department: \_\_\_\_\_

Evaluator: \_\_\_\_\_

-----  
**Purpose:**

The purpose of this evaluation is to improve productivity by increasing communication between employees and supervisors.

**Components:**

This is a five part evaluation instrument which includes the following components:

- I. Evaluation of Performance on Functions Detailed in Job Description.
- II. Evaluation of Performance on Annual Goals.
- III. Evaluation of Performance on Management Behavior and Service Excellence.
- IV. Written Narrative of Supervisor's Comments Regarding Parts I – III and Other Appropriate Observations.
- V. Employee Self-Assessment

**Procedure:**

- A. During the first quarter of each fiscal year, the Evaluator and the Employee will meet and review the employee's job description to assure there is a common understanding of job responsibilities and to determine the criteria to be evaluated relative to said job responsibilities under Part I of this Evaluation Instrument. Said criteria shall be incorporated into Part I of this Evaluation Instrument. The Evaluator will discuss with the Employee the established goals for the ensuing year. Said goals shall be reduced to writing and incorporated into the Evaluation Instrument at Part II.

APPENDIX B

- B. By the end of January, the Evaluator shall meet with the Employee to check on performance progress.
- C. Between April 1 and May 30, the Evaluator will complete the Evaluation System, Parts I – IV, for the Employee.
- D. Between April 1 and May 30, the Employee shall complete Part V of the Evaluation System (the Self-Assessment).
- E. After completing the Evaluation System, being Parts I – III, the Evaluator shall meet with the Employee, review the evaluation and discuss goals and objectives for the upcoming year.
- F. The Employee shall sign a copy of the Evaluation Instrument, acknowledging only that he/she has received a copy of same, and be given the opportunity to attach his/her comments to the instrument.
- G. A copy of the Evaluation Instrument shall be placed in the Employee's personnel file, along with any comments from the Employee.

**Rating System:**

The following rating system shall be utilized for Part III:

- |                       |                                    |
|-----------------------|------------------------------------|
| 0 = not applicable    | 3 = generally meets standards      |
| 1 = unacceptable      | 4 = consistently meets standards   |
| 2 = needs improvement | 5 = consistently exceeds standards |

APPENDIX B

**PART I**  
**EVALUATION OF PERFORMANCE ON FUNCTIONS**  
**DETAILED IN JOB DESCRIPTION**

**Instructions:** Attach a copy of the employee's job description. Set forth below the job duties from the job description which are being evaluated. Set forth the appropriate rating utilizing the system set forth above at page 2. Use additional pages if necessary.

Job Function	Narrative Review

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**PART II**  
**EVALUATION OF PERFORMANCE ON ANNUAL GOALS**

**Instructions:** Set forth below the annual goals mutually agreed to by the Employee and the Evaluator. Set forth the appropriate rating utilizing the system set forth above at page 2. Use additional pages if necessary.

Annual Goal	Narrative Review

*BC*

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PART III  
EVALUATION OF PERFORMANCE ON MANAGEMENT BEHAVIOR AND SERVICE EXCELLENCE

Instructions: Evaluate the Employee on the areas set forth below utilizing the rating system set forth above at page 2.

	0	1	2	3	4	5
<b>A. <u>Customer Service:</u></b>						
1. Displays understanding that the "customer" includes students, other employees, payers, vendors, regulatory bodies & community members.						
2. Seeks resolution for the betterment of the student services, college and staff environment.						
3. Consistently demonstrates a commitment to student success and enhancement of diversity.						
4. Performs work that consistently meets the needs and expectations of the College and its customers.						
5. Uses customer satisfaction as a critical measure of quality.						
6. Speaks on the phone in a professional manner.						
7. Responds to concerns and issues in a timely manner.						
<b>B. <u>Professionalism and Team Orientation:</u></b>						
1. Displays an understanding of, supports and focuses on the vision, mission, goals and objectives of the College and department.						
2. Effectively collaborates with peers and supervisor(s) to achieve College and department goals.						

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	0	1	2	3	4	5
3. Participates in College wide events.						
4. Follows College and department policies regarding professional ethics and confidentiality.						
5. Maintains confidentiality of all student, employee, and proprietary information about the College and/or any other information which is deemed confidential.						
6. Follows the College and department specific policies and procedures, including current collective bargaining agreements.						
7. Identifies, shares and is receptive to new ideas.						
8. Offers creative and innovative thinking to contribute to organizational and individual objectives.						
9. Promotes and demonstrates trust, mutual respect and a cooperative work environment.						
10. Contributes to the development, cohesion and productivity of the department.						
11. Promotes cooperation, communication, & coordination within the College, other agencies, and the public.						
<b>C. <u>Communication and Interaction with Others:</u></b>						
1. Communicates in an effective and professional manner with all customers.						
2. Displays respect, integrity, courtesy, professionalism, and dignity towards all customers.						
3. Utilizes the College's communication vehicles to disseminate appropriate information to colleagues and staff.						

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APPENDIX B

	0	1	2	3	4	5
4. Communicates problems and/or concerns in a productive and professional manner.						
5. Shares appropriate information internally and externally.						
<b>D. Self-Management:</b>						
1. Follows College policies and procedures for attendance.						
2. Reports to work on time.						
3. Participates in training to improve job performance.						
4. Requests for time off are made in accordance with applicable policies & procedures.						
5. Completes required job-related paperwork in a timely manner.						
6. Attends regular meetings and events as required.						
7. Meets established productivity standards, deadlines and work schedules.						
8. Accomplishes accurate work with minimal assistance or supervision.						
9. Gives and accepts constructive feedback.						

- 0 = not applicable
- 1 = unacceptable
- 2 = needs improvement
- 3 = generally meets standards
- 4 = consistently meets standards
- 5 = consistently exceeds standards

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**PART IV  
WRITTEN NARRATIVE OF SUPERVISOR'S COMMENTS REGARDING  
PARTS I – III AND OTHER APPROPRIATE OBSERVATIONS**

**Instructions:** Set forth below in narrative form, comments regarding criteria evaluated at Parts I – III and/or other appropriate observations/comments regarding the employee's job performance. Attach additional pages if necessary.

**PART V  
EMPLOYEE SELF ASSESSMENT**

**Instructions:** Set forth below in narrative form, Employee's comments regarding the Employee's job performance. Attach additional pages if necessary.



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## ACKNOWLEDGEMENTS

On the date set forth below a meeting was held between the above-named Evaluator and Employee to discuss the contents of this Evaluation Instrument.

Date of Meeting: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Signature of Employee: \_\_\_\_\_

I hereby acknowledge that I have received a copy of this Evaluation Instrument. Said acknowledgement is not to be construed as an agreement with the contents of said Evaluation Instrument.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

## EMPLOYEE'S COMMENTS

**Instructions:** In the space provided, the Employee may set forth his/her comments regarding this Evaluation Instrument. Attach additional pages if necessary.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_