

ARTICLE III - USE OF COLLEGE FACILITIES

A. THE ASSOCIATION

1. Upon a request in writing made to the President of a College, the Association or any Chapter thereof shall have the right to meet at such College if appropriate facilities are available. All requests must be received at least twenty-four (24) hours prior to the time requested for the meeting. The parties agree not to schedule meetings involving members of the bargaining unit which would conflict with any previously scheduled meetings or regularly scheduled classes. The parties intend that this provision shall not be deemed to prevent the reasonable scheduling of Association meetings or to permit interference with the normal conduct of College affairs.
2. The Association shall be provided with an office on each campus with a desk, chair, and filing cabinet, reasonable use of an intra-College telephone, and a separate campus mailbox, for the purpose of contract administration.
3. The President of each College shall assign at least two (2) bulletin boards for the exclusive use of the Association for the purpose of posting Association notices concerning the administration of the provisions of this Agreement.
4. The Association shall be permitted to use the intra-College mail system and e-mail system for the distribution of Association communications.
5. The Association and members of the bargaining unit shall be entitled to make reasonable use of such telephones as may from time to time be available in their respective department for the purposes of local and intra-College communication of official Association or departmental business.

B. MEMBERS OF THE BARGAINING UNIT

6. Each faculty member shall have office space, a desk and chair, use of a closet or its equivalent, space in a file cabinet, and reasonable access to an intra-College telephone. The Board hereby further agrees that it shall continue to provide at each College such number of private offices for unit members as exist at each such College on the date of execution of this Agreement.
7. The parties recognize the desirability of permitting members of the bargaining unit to have access to unit members' offices and work areas twenty-four (24) hours a day, seven (7) days a week. The parties further recognize the necessity for maintaining the security of all College properties and buildings. The parties therefore agree that procedures shall be established to permit bargaining unit members to have such access to their offices and work areas, but agree that such access shall be subject to any applicable rules and regulations that may be in effect from time to time at each College for the purpose of maintaining such security.
8. The Board shall continue to maintain available secretarial and/or clerical assistance for the use of unit members in connection with the proper discharge of their duties.

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This undertaking is made subject to the actual availability of secretarial and/or clerical assistance at each College as that availability may exist from time to time. Necessary secretarial assistance shall be provided to unit members to whom the Vice President assigns responsibility for the preparation of accreditation reports, institutional reviews, work in the educational advising center, and other similar duties.

9. Essential teaching supplies such as paper, examination books, chalk and like materials, and stationery for use in College business, subject to the availability of the same, shall, upon request, be provided in reasonable amounts to members of the bargaining unit.

At each College, up to fifty (50) laboratory coats shall be provided at no cost to those faculty teaching in laboratories and in the industrial and fine arts. Notwithstanding the foregoing, the Boards shall not be required to expend more than Three Thousand Five Hundred Dollars (\$3,500.00) cumulatively, at the State Colleges, for the purpose of providing such coats.

10. To the extent that the same are now provided in the existing buildings of each College, the Board shall continue to provide in each such building that is used by members of the bargaining unit in the discharge of their responsibilities each of the following, namely:

Clean, separate restrooms and lavatories for male and female unit members; and

A faculty lounge furnished with appropriate lounge furniture.

In addition thereto the Board shall continue to provide sufficient typewriter, duplicating and computer equipment in good repair for the use of members of the bargaining unit, and shall do so in a manner that maintains typewriting, duplicating and computing services at a level not less than that which exists immediately prior to the date of execution of this Agreement.

11. The Board shall provide service for the distribution of all unit members' mail throughout the calendar year. During the months of June, July and August, the Board shall forward the first-class mail of any unit member who shall have submitted a written request for that purpose to the business office of the respective College, which request shall state the address to which such mail is to be forwarded.
12. The Board shall provide and maintain at each College properly surfaced parking facilities without cost for members of the bargaining unit, such parking facilities to be located as close as is practicable to the appropriate teaching and/or work areas of bargaining unit members. The Board further agrees that the number of designated unit member's parking spaces shall be at least equal to the number of parking spaces presently used by bargaining unit members.

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New, secured and specified parking facilities may be established where they do not now exist upon the agreement of the President of the College and the Chapter President, and subject to the prior approval of the Chair of the Council of Presidents and the President of the Association.

At those Colleges where on the date of execution of this Agreement there exist secured parking facilities for the use of bargaining unit members, rules and regulations pertaining to such facilities in effect on the date of execution of this Agreement shall not be altered or amended without the prior agreement of the Association.

Notwithstanding the foregoing there shall be reserved at each College preferred unit member parking spaces for those unit members who are handicapped or otherwise disabled, in accordance with the provisions of Chapter 5 of the General Laws of the Commonwealth.

In addition, each College shall maintain a system of parking stickers which shall be issued upon request to bargaining unit members annually at a cost for the sticker of not more than \$1.00. No additional sticker charge shall be made at secured facilities. Bargaining unit members shall maintain parking stickers on vehicles used by them in all parking facilities.

The College agrees to enforce rules prohibiting the unauthorized use of such designated facilities.

In addition, if the designated areas are filled or be otherwise unavailable, bargaining unit members shall be permitted to park in spaces other than those so designated for unit members whenever such unit member's vehicle has a unit member parking sticker affixed thereto.

13. The Board shall maintain reasonable security for instructional equipment, libraries and offices. The Board shall honor unit members' expectation of privacy in campus areas such as their offices, the offices of the Association, restrooms and locker rooms, and shall not use surveillance technology in such areas except as necessary for criminal investigations and in accordance with judicial standards. Additionally, no surveillance technology shall be used in classrooms, studios, laboratories, or meeting rooms except as necessary for criminal investigations and in accordance with judicial standards.
14. Members of the bargaining unit shall have access to computer terminals at the College at which they are employed for the purpose of discharging their duties hereunder, provided that such access shall be governed by any applicable rules and regulations in effect from time to time at such College regarding the use of any such terminal. No such terminal shall be used for Association business.
15. All unit member work areas shall be cleaned regularly.

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16. Part-time members shall have the use of college facilities to the extent that the same were provided at each College on June 30, 2004. Each College shall provide College e-mail addresses and access for part-time members during the semesters when they are teaching at the College.
17. Unless a member of the bargaining unit and a College otherwise agree, a unit member who creates intellectual property in any book, monograph, academic paper, article, course materials, musical composition, work of art, dissertation, thesis, software program, or like material shall own and hold all rights to such intellectual property; provided, however, as follows:
 - a. that the ownership of any such right in any work whose creation was sponsored by a grant from a source external to Massachusetts public higher education shall be assigned by the terms of the grant;
 - b. that nothing in this subsection shall be deemed to vest in any member of the bargaining unit any property right in or to any committee report, the content of any catalogue or any like material produced or created within the scope of his or her employment as a member of the bargaining unit; and
 - c. that nothing in this Agreement shall be deemed to permit any member of the bargaining unit to charge to the College or to any student a fee in connection with the use of such unit member's course materials in connection with the performance of his or her own responsibilities as a member of the bargaining unit.

C. SAFETY PROCEDURES

The Boards shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. Each College may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder. Prior to the promulgation of any such rules or regulations by the College, the President of the College shall first consult with the Chapter President regarding such rules and regulations and their enforcement; provided, however, that such consultation shall not be required in respect of any such rules and regulations in force at any College on the date of execution of this Agreement.

Whenever, upon the recommendation of the Director, Library, or Library Program Area Chair, as may be appropriate, the Vice President shall have determined that the work environment in the library or a portion thereof shall be intolerable, he/she shall take such steps as may be practical to provide alternative work areas for the performance of the unit member's contractual responsibilities.

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Whenever any Board shall have been informed or shall have other cause to believe that any work location or part thereof is unsafe or unhealthy, it shall investigate the same and shall, as soon as may be practicable thereafter, take such steps as it deems necessary and appropriate to correct any unsafe or unhealthy condition that it determines actually to exist.

At the request of the Chapter President, the Board shall provide annual asbestosis tests, at no cost to any member of the bargaining unit, to those members of the bargaining unit who, while in the employ of the Board, have worked in buildings or other facilities where asbestos is or has been present. Members of the bargaining unit shall be provided information concerning test results promptly upon receipt of the information by the College.

Grievances involving the interpretation or application of the provisions of this Section may be processed through Step 2 of the Grievance Procedures set forth in Article XI of this Agreement but shall not be processed to Step 3 thereof.

Grievances not resolved at Step 2 may be submitted by the Association for consideration by the Employee Relations Committee established pursuant to Article II of this Agreement.

Consistently with the preservation of rights of privacy and the effective conduct of investigations by law enforcement personnel, the College shall, if the same are known to it, inform members of the bargaining unit of any threats made against their persons or property by any other member of the academic community.

D. MONITORING OF ELECTRONIC COMMUNICATIONS

18. The parties recognize that a substantial portion of any information (including e-mail and other communications and records of account usage) that is stored on a computer legally constitutes public records and is accessible as such to any person at any time. The Board and the Colleges therefore agree to treat such information as confidential only if and to the extent that it does not constitute a public record, provided always that the Board and the Colleges need not treat any information as confidential if the person whose confidential information it is (including any person to whom a communication has been transmitted) discloses it or otherwise disclaims its confidential nature. The Board and the Colleges shall not, in an arbitrary manner, selectively record or monitor the information transmitted or stored by unit members. Nothing in this undertaking shall:

- d. constitute the Board or any College the guarantor of the privacy of any such information;

prohibit a College from having access to such information in order, in accordance with an acceptable use policy, to (i) back up and maintain the functionality of its electronic communications systems, (ii) enforce any lawful prohibition against the use of such systems for personal or commercial purposes, (iii) prevent or investigate unauthorized access to such

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systems, (iv) enforce any requirements of law, and (v) enforce any software or other licensing agreements or copyrights;

prohibit the College from having access to such information in order to comply with a subpoena lawfully issued and enforceable, to comply with a request for public records under the Public Records Act, or to comply with any like order or requirement of law;

prohibit the College from installing “spam” filters, firewalls, virus detectors or any like software or equipment that limits the use of or access to its electronic communications systems;

prohibit the College from monitoring and logging usage data on a routine basis, including network session connection times and end points, CPU and disk utilization for individual users, security audit trails, and network loading, pursuant to an acceptable use policy or as an incident of the troubleshooting, repair or maintenance of its electronic communications systems or the preservation or enhancement of their functionality;

prohibit any person who is the lawful recipient of any electronic transmission or communication from making such disclosure of it as he or she chooses; or

permit any member of the bargaining unit to alter any College’s electronic communications system (by altering, adding or deleting any software or equipment) or any College’s website or its associated links without the College’s prior written approval.

19. The provision of acceptable use policies shall not conflict with the provisions of this Agreement; in the event, therefore, that any provision of an acceptable use policy does conflict with any provision of this Agreement, the latter provision shall prevail. Nothing in the preceding sentence shall be deemed to limit or amend the preceding paragraph of this Section D.

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ARTICLE IV - SUPPLEMENTAL BENEFITS AND HOLIDAYS

B. PAID LEAVES OF ABSENCE

1. Sick Leave

e. Entitlement

- i. All members of the bargaining unit shall be entitled to seventy-five (75) hours (the equivalent of ten (10) days) of sick leave for each complete year of service; provided, however, that all librarians shall be entitled to one hundred twelve and one-half (112.5) hours (the equivalent of fifteen (15) days) of sick leave for each complete year of service. Sick leave credit shall begin upon the commencement of employment and shall accumulate at the rate depicted in Table 1 of this Article IV.

A renewal of contract shall be deemed to be a continuation of service.

- ii. Sick leave may be taken by a member of the bargaining unit whenever, with respect to any regular work day falling within the work year:

he/she cannot perform his/her duties because he/she is incapacitated by illness or injury; or

through exposure to contagious disease, his/her presence at his/her place of work would jeopardize the health of others.

In addition to the foregoing, sick leave may be taken by a member of the bargaining unit when his/her spouse or domestic partner, child, step child, domestic partner's child, parent, spouse's or domestic partner's parent, or relative living in his/her immediate household is seriously ill; provided only that not more than ten (10) days of accumulated sick leave may be so taken in a single calendar year.

In addition to the foregoing, a member of the bargaining unit may use up to twenty (20) days of his or her accrued sick leave during any calendar year for the following purposes:

to care for (i) the unit member's spouse or (ii) the unit member's child or parent or (iii) the child or parent of his or her spouse or (iv) a relative living in the unit member's immediate household whenever, in any such case, any such person has a serious medical condition within the meaning of the Family and Medical Leave Act (29 U.S.C. §2601, *et seq.*); and

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in connection with the birth or adoption of such unit member's child (whether the unit member is the child's father or mother).

Such leave shall be taken and shall run concurrently with any leave then available under the Family and Medical Leave Act; and to the extent the same are congruent, leave taken hereunder or under the preceding clause (iii) shall be taken together and shall run concurrently with one another.

In addition to the foregoing, sick leave may be taken by a member of the bargaining unit in connection with a foster child's placement, by the Department of Social Services, in the home of such bargaining unit member; provided only that not more than ten (10) days of accumulated sick leave may be so taken in a single calendar year. Such leave shall be taken and shall run concurrently with any leave then available under the Family and Medical Leave Act.

In addition to the foregoing, a member of the bargaining unit may use up to fifteen (15) days of his or her accrued sick leave for any purpose arising from his or her having been the victim of domestic violence. A member of the bargaining unit may, further, take up to six (6) months of unpaid leave for any such purpose; provided only that any other leave taken for such purpose, including any leave taken pursuant to the preceding sentence, shall be taken and run concurrently with any leave taken pursuant to this sentence, and with any leave then available under the Family and Medical Leave Act. The granting of leave hereunder shall not be deemed to limit any unit member's entitlement to sick leave.

Any member of the bargaining unit who is or anticipates being absent for any of the reasons described in the preceding clauses (ii) and (iii) shall, as promptly as is practicable, give notice thereof to the College in accordance with College policy.

Any member of the bargaining unit who seeks to be granted any leave under the preceding clauses (iv), (v) and (vi) shall submit to the College in accordance with College policy appropriate documentary confirmation of his or her entitlement to or qualification for such leave; and any member of the bargaining unit who seeks to be granted any such leave shall give advance notice to his or her department chair (in the case of faculty) or to the Director, Library (in the case of librarians), when scheduling any discretionary absence and, in any event, as promptly as is practicable.

Sick leave not used in any year may be accumulated.

Sick Leave Bank

Upon the date of execution of this Agreement, every sick leave bank established pursuant to the provisions of the agreement that was the predecessor to this Agreement shall be maintained for the benefit of all those members of the bargaining unit who shall choose, pursuant to the provisions of this Agreement, to become a

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member thereof; and any member of the bargaining unit who is a member of any such bank on the effective date of this Agreement shall remain a member thereof subject to the terms and conditions of this paragraph (b).

On October 1st of each academic year, a member of the bargaining unit who is not already a member of a sick leave bank shall become a member thereof and be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank unless, during the preceding thirty (30) days, he or she shall have elected not to become a member of the bank; such election shall be made in writing and otherwise in accordance with such requirements as may be established by the College. Any person who becomes a member of the bargaining unit after September 1 in any work year shall become a member of the sick leave bank and be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank on the date on which he or she first accrues at least seven and one-half (7.5) hours (the equivalent of one (1) day) of such leave unless, during the preceding thirty (30) days and in the manner described above, he or she shall have elected not to become a member of such bank.

Whenever the accumulation of sick leave days in the sick leave bank shall have fallen below three hundred seventy-five (375) hours (the equivalent of fifty (50) days), or, in the case of the Massachusetts College of Art, the Massachusetts Maritime Academy and the Massachusetts College of Liberal Arts, whenever such accumulation shall have fallen below one hundred eighty-seven and one-half (187.5) hours (the equivalent of twenty-five (25) days), the President shall notify the Chapter President in writing, and on the fifteenth (15th) day following the giving of such notice, every member of the sick leave bank shall be deemed to have assigned seven and one-half (7.5) hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank unless, during the period of fifteen (15) days following the giving of such notice, he or she shall have elected, in the manner described above, not to remain a member of the bank; provided, however, that any member of the sick leave bank wishing to remain a member thereof and who shall have exhausted his/her personal sick leave accumulation on the date of the giving of such notice, shall be deemed to have assigned such additional hours within fifteen (15) days after the date on which such member is next entitled to personal sick leave, unless, within such period, he or she shall have elected, in the manner described above, not to

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remain a member of the bank; and provided further that such member shall retain all his/her rights in the bank until such election shall have been made.

Any member of the bargaining unit who is employed at the Massachusetts College of Art, the Massachusetts Maritime Academy or the Massachusetts College of Liberal Arts and who wishes to become or to remain a member of the sick leave bank in accordance with any provision of this paragraph (b) shall be deemed to have assigned fifteen (15) hours (the equivalent of two (2) days, rather than seven and one-half hours (the equivalent of one (1) day) of his/her personal sick leave accumulation to the bank for such purpose.

The President shall maintain a register of the membership of the sick leave bank and of the number of sick leave days accumulated in the bank.

No member of the bargaining unit shall be entitled to become a member of the sick leave bank save as is hereinbefore provided.

Once he/she has been off the payroll for five (5) days, every member of the sick leave bank shall draw upon the sick leave bank as needed; provided, however, that no member of the bargaining unit shall, during any five (5)-year period commencing with the date on which he/she first draws upon the sick leave bank, draw in the aggregate therefrom more than the equivalent of two (2) work years of sick leave for any single illness or injury; and provided further that no two (2) absences shall be deemed to have been occasioned by the same illness or injury if separated from one another by more than one (1) calendar year. For a period not to exceed one hundred eighty-five (185) days, a member of the sick leave bank who otherwise qualifies to draw upon the sick leave bank shall be entitled to draw upon the sick leave bank on a part-time basis in conjunction with part-time employment at the College; provided only that such member and the sick leave bank shall have documented the medical necessity or appropriateness of doing so, either as a reasonable accommodation for a disability or otherwise, by submitting to the College a statement or similar record from a qualified medical provider that confirms the same. The partial days from the sick leave bank shall be subtracted from the two (2) work years' maximum described in this paragraph.

Any member of the bargaining unit who shall have ceased to be eligible to draw upon the sick leave bank in respect of any illness or injury shall be entitled to be accorded an unpaid leave of absence for up to two (2) years for such illness or injury.

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Whenever any person is drawing upon the sick leave bank and, while doing so, is entitled to accumulate personal sick leave in accordance with the provisions of the foregoing paragraph (a), the amount of such sick leave that would otherwise accrue to such person shall accrue in its full amount to the sick leave bank.

The President may at any time, and upon the written request of the Chapter President shall, require that any member of the bargaining unit who is on leave of absence by reason of sickness be examined by a physician chosen by the President; and any member of the bargaining unit who thereafter fails or declines to be so examined shall not be entitled to draw upon any accumulated sick leave or upon any sick leave bank for so long as he/she fails or declines to be so examined. The cost of any such examination shall be borne by the College.

In the event that the physician conducting such examination thereafter certifies that the member of the bargaining unit in question is medically able to resume the performance of his/her duties, such member of the bargaining unit shall thereupon do so, and his/her entitlement to sick leave shall cease on the date he/she resumes the performance of his/her duties or at the expiration of the fifth (5th) day following the date of the physician's certification, whichever is sooner; provided that such entitlement shall not lapse during the pendency of any appeal from the physician's certification.

Any member of the bargaining unit wishing to appeal any physician's certification shall do so by giving notice thereof in writing to the President of the College within five (5) days following the date of such certification. Within ten (10) days following the giving of such notice, the member of the bargaining unit shall give further notice to the President of the name of a physician whom he/she thereby designates to serve as a member of a medical review panel, which panel shall be thereupon constituted for the purpose of considering the question whether the member of the bargaining unit in question is medically able to resume the performance of his/her duties. Failure to give either of the above-described notices in timely fashion shall constitute waiver of the appeal.

The medical review panel shall be composed of the physician so designated by the member of the bargaining unit; the physician whose certification has given rise to the appeal or another physician chosen by the President if the first is unwilling or unable to serve; and a third physician chosen by the other two.

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The medical review panel, as promptly as it may, shall, by a majority vote of its members, determine whether the member of the bargaining unit is or is not, at that time, medically able to resume the performance of his/her duties. The panel shall not be required to conduct any hearings in this regard but the panel may require such member of the bargaining unit to produce, or authorize the release of, such medical records as it deems relevant to the making of its determination, and it may conduct or cause to be conducted such physical examinations as it deems appropriate.

The decision of the panel shall be final and binding and shall not be the subject of any claim or grievance prosecuted pursuant to Article XI of this Agreement or otherwise. Notwithstanding the foregoing, upon the written request of either party to this Agreement, such decision may be reconsidered by the same panel or, in the event that any of its members are unwilling or unable to serve, by one constituted in like fashion. Any such panel shall have the authorities and responsibilities of the original panel.

The College shall bear the cost of any physician designated by it to serve on a medical review panel, the member of the bargaining unit taking the appeal shall bear the cost of any physician designated by him/her for such purpose, and the parties to this Agreement shall, in equal shares, bear the cost of the third physician; provided, however, that they shall not be required to bear the cost of any laboratory tests or other medical procedures, exclusive of physical examinations conducted by members of the panel, without their first agreeing to do so.

The failure or refusal of any member of the bargaining unit who has taken an appeal to submit to any physical examination by a member or members of a medical review panel or to produce, or authorize the production of, any medical records requested by such panel shall be cause for it to dismiss such appeal.

Sick leave shall not be permitted to be drawn from the sick leave bank for use pursuant to clauses (iii), (iv), (v) or (vi) of the preceding paragraph (a).

Alcohol and Drug Abuse

The parties recognize that alcohol and drug abuse may be treatable illnesses. The parties agree to cooperate in encouraging employees afflicted with alcohol and drug abuse to undergo a program of rehabilitation.

Re-employment

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Any member of the bargaining unit who leaves the employ of the Board and is later re-employed shall be credited with any such personal sick leave accumulation as existed at the end of his/her previous service. Any such person so re-employed shall be entitled to draw on the sick leave bank if he/she was so entitled at the date on which he/she left the employ of the Board. The provisions of this paragraph shall not apply where re-employment occurs after an absence of three (3) years or more unless approval of the President is secured and only if such absence was for any of the following reasons:

1. illness of such person and not because of illness in his/her immediate family;
2. dismissal through no fault or delinquency attributable to such person; or
3. injury sustained while in the service of the Commonwealth in the line of his/her duties and for which such individual would be entitled to receive worker's compensation benefits.

Disability and Worker's Compensation

A member of the bargaining unit who receives disability compensation provided by statute and who is entitled to any personal sick leave allowance may take that portion of his/her personal sick leave allowance payment which, when added to the amount of the disability compensation provided by statute, will result in the payment to him/her of his/her full salary. The sick leave bank shall not be used for this purpose.

If and when a member of the bargaining unit has sick leave credits available, and is injured while in the performance of his/her duty, and such injury could result in a claim under Chapter 152 of the General Laws, as amended (Worker's Compensation Act), he/she shall be paid his/her sick leave up to the extent of his/her personal credits until payments under the Worker's Compensation Law begin. Any adjustments due him/her because of the effects of this provision shall be made thereafter. The sick leave bank shall not be used for this purpose.

The provisions of this paragraph (e) shall not be deemed to be of application to a bargaining unit member who shall have retired.

Notice of Benefits

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Unless regularly provided by HR/CMS, the President on or before September 30 of each year, shall inform every member of the bargaining unit at the College of the number of sick leave hours accumulated to his/her credit on that date. A copy of an aggregate report of such information shall be transmitted to the Chapter President on or before September 30 of each year.

Retirement

Employees, upon leaving the employ of the Board, shall not be entitled to compensation for accumulated sick leave; provided, however, that any employee who is eligible to retire in accordance with the State Retirement Act and who, having given the President not less than three (3) months' advance written notice thereof, does retire shall be paid twenty percent (20%) of the value of his/her unused accumulated sick leave at the time of his/her retirement, which value shall be calculated on the basis of such employee's rate of pay as it is on the date immediately prior to the date on which his/her retirement has effect. The President, for reasons deemed satisfactory to him/her, may waive the notice required by the preceding proviso.

In calculating the daily rate of pay of any member of the bargaining unit, the following formulas shall be used:

in the case of any member of the bargaining unit whose work year, as defined in this Agreement, is of nine months' duration, the daily rate of pay shall be an amount equal to 1/195th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is required to be made; or

in the case of any member of the bargaining unit whose work year, as defined in this Agreement, is of twelve months' duration, the daily rate of pay shall be an amount equal to 1/260th of such unit member's annual salary rate as such annual salary rate is on the date on which or in respect of which such calculation is to be made.

In determining the work year of a Department Chair for any of the foregoing purposes, the extension provided for at Section G(1) of Article VI of this Agreement shall be disregarded.

Deferred Retirement

Any employee who is otherwise qualified to be paid the sick-leave buy-back, so called, that is described in the preceding paragraph (g) but who, having given notice thereof to the College, defers his

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or her retirement in accordance with the requirements of the State Retirement Act shall be entitled to be paid his or her sick-leave buy-back when he or she actually retires, and the value thereof shall be calculated on the basis of his or her rate of pay as it was when he or she was last employed as a member of the bargaining unit.

Death

If at the time of an employee's death he or she was eligible to retire in accordance with the State Retirement Act (regardless of whether such employee was enrolled in the retirement program under such Act or was enrolled in the optional retirement program established under Chapter 15A, §40), then the estate of such employee shall be paid twenty percent (20%) of the value of his or her accumulated sick leave at the time of his or her death, provided that no monetary or other allowance has been made therefor. The President shall authorize such payment upon the establishment of a valid claim therefor. In calculating the daily rate of pay of any such member of the bargaining unit, the formulas depicted in the preceding paragraph (g) shall be used.

2. Enhanced Paid Leave for the Birth, Adoption, or Placement of a Child in Foster Care

Paid leave shall, at the request of any member of the bargaining unit, be granted to him or her (whether the unit member is the child's father or mother) on any of the following occasions:

- a. for the birth of such unit member's child;
- b. for the adoption of a child; and
- c. for the placement of a child as a foster child in the unit member's home.

The leave so granted shall be such number of consecutive days as the unit member may request but shall not exceed ten (10) such days.

The granting of leave hereunder shall not be deemed to limit any member's entitlement to sick leave but shall be taken and shall run concurrently with any leave then available as maternity leave or paternity leave, including any leave then available under the Family and Medical Leave Act.

Any member of the bargaining unit who seeks to be granted any leave under this subsection 2 shall submit to the College in accordance with

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College policy appropriate documentary confirmation of his or her entitlement to or qualification for such leave; and any member of the bargaining unit who seeks to be granted such leave shall give advance notice to his or her Department Chair (in the case of faculty) or to the Director, Library (in the case of librarians) and, in any event, as promptly as is practicable.

3. Funeral Leave

Upon evidence satisfactory to the Board of the death of the husband, wife, domestic partner, child, stepchild, domestic partner's child, brother, sister, parent, parent of the spouse or domestic partner, grandparent, or grandchild of any member of the bargaining unit or of a person, including a domestic partner, living in his/her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days; and upon such evidence of the death of the brother or sister of the spouse or domestic partner of a member of the bargaining unit, funeral leave with full pay shall be granted for a period not exceeding two (2) days. A unit member may have up to three (3) hours to attend the funeral of a colleague or former colleague after filing a notice with the Vice President.

4. Military Leave

f. Every member of the bargaining unit shall be entitled, during the time of his/her service in the armed forces of the Commonwealth, under Sections 38, 40, 41, 42 or 60 of Chapter 33 of the General Laws, or during his/her annual tour of duty of not more than seventeen (17) days as a member of a reserve component of the armed forces of the United States, to receive pay therefor without loss of his/her ordinary remuneration, and shall also be entitled to all leaves of absence provided in this Agreement.

Any member of the bargaining unit who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour duty of not more than seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, as amended.

g. Any member of the bargaining unit who, on or after January, 1940, shall have tendered his/her resignation or otherwise ended his/her employment for the purpose of serving in the military or naval forces of the United States and who does or did so serve or was or shall be rejected for such service, shall, except as is otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such member of the bargaining unit shall be deemed to have resigned or

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to have ended his/her employment until the expiration of two (2) years from the termination of said military or naval service by him/her.

- h. Leave of absence with pay shall be granted to any member of the bargaining unit for the period of time of his/her appearance before local draft boards or draft appeal boards, or for physical examinations ordered by such boards.

A member of the bargaining unit who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the date on which he/she is ordered to report to the draft board until the time of his/her rejection, and, in addition for such period of time, not to exceed forty-eight (48) hours, as may be required for travel in connection therewith.

5. Court Leave

- i. Members of the bargaining unit who are called for jury duty shall be granted court leave. Members of the bargaining unit shall file notice of service with the President of the College immediately upon receipt of summons.

If jury fees received by a member of the bargaining unit amount to more than his/her regular rate of compensation, he/she may retain the excess of such fees and shall turn over the regular rate of compensation, together with a court certificate of service, to the President, and shall be deemed to be on leave of absence with pay. If the jury fees amount to less than his/her regular rate of compensation, he/she shall be deemed to be on leave of absence with pay and shall turn such fees over to the President with a court certificate of service.

Expenses reimbursed by the court for travel, meals, room hire, etc., shall be retained by the member of the bargaining unit and shall not be considered part of the jury fees.

Members of the bargaining unit who are summonsed to appear as witnesses on behalf of any town, city, county, state, or the federal government shall be granted court leave; provided, however, that if any member of the bargaining unit is summonsed to appear as a witness because of the duties of an additional position, whether part-time or not, with a city, town, county, state or the federal government or otherwise, such member of the bargaining unit shall not be granted court leave with pay. Members of the bargaining unit shall file notice of service with the President upon receipt of summons.

Whenever a member of the bargaining unit is granted court leave with pay, witness fees and all other fees except jury fees shall be paid to the President of the College. Whenever a member of the bargaining unit is called for jury duty or summonsed to appear as a witness and such jury duty or appearance occurs during his/her vacation or, in

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the case of faculty, without the academic year, there shall be no necessity to account for any fees received during such period.

Expenses reimbursed the member of the bargaining unit for travel, meals, room hire, etc., shall be retained by him/her and shall not be considered as part of the witness fees.

When a member of the bargaining unit has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall report back to his/her official place of duty whenever the interruption in jury or witness service shall permit four (4) or more consecutive hours of employment.

Court leave shall affect no employment rights.

Court leave shall not be granted when a member of the bargaining unit is the defendant or is engaged in personal litigation.

6. Volunteer Leave

At the sole discretion of the President, a member of the bargaining unit who requests the same may be granted up to one (1) day of paid leave each month to volunteer at a public school in the Commonwealth or to participate in a mentoring program to assist young people.

7. Other Leaves

Such other leaves as are herein authorized shall also be available to members of the bargaining unit, provided that whenever the granting of any such leave is discretionary, such discretion shall be exercised by the President.

- j. To permit members of the bargaining unit who are veterans to pay tribute at the funeral in Massachusetts of veteran dead, the President shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers or escorts participating in such service.

Members of the bargaining unit shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the Board shall immediately initiate a worker's compensation claim and further payments because of such prophylactic inoculation shall cease.

Members of the bargaining unit shall be entitled to leave of absence with pay for the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

Leave of absence with pay may be granted for the following absence:

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blood donations;

oral and written examination for the State service conducted by the Division of Civil Service or the Division of Registration;

practical and written examination for the renewal or upgrading of marine licenses conducted by the United States Coast Guard;

physical examination for the State service conducted by the Division of Civil Service or the Division of Registration;

State Retirement physical examinations; and

to attend hearings in Industrial Accident cases as the injured person or as a witness therein. Any witness fees received for such attendance shall be refunded to the President.

Leave of absence with pay may be granted members of the bargaining unit who are delegates or alternates to state or national veterans conventions.

Leave of absence with pay, not to exceed two (2) hours, shall be granted to any member of the bargaining unit, if he/she makes written application therefor, to permit him/her to vote in the voting precinct, ward or town in which he/she is entitled to vote, provided that the hour of opening and the hour of closing of the polls at such voting place would preclude his/her working his/her regular hours of employment and his/her traveling to or from the polls.

8. Exclusions from Leave Deduction

Upon the written application of a member of the bargaining unit, made through his/her Department Chair, or through the Director, Library, or Library Program Area Chair, as the case may be, the President of the College may grant such member of the bargaining unit permission to attend a convention, meeting of a learned society, or other professional function without loss of compensation or other penalty, and such attendance shall be deemed to be a part of the professional duties of such member of the bargaining unit.

9. Vacation Leave

All members of the bargaining unit who are employed to work a twelve (12)-month work year shall be entitled, during each such year to an annual vacation leave in accordance with and subject to the following provisions.

k. Vacation Year

The vacation year shall be the period July 1 to June 30 inclusive.

Vacation Credits

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For service beginning on the first working day of July in any vacation year, vacation credits shall accumulate monthly as follows:

Any member of the bargaining unit who, on such first working day of July, has been employed as such for fewer than eight (8) years shall be credited with vacation leave at the applicable rate depicted on Table 1 of this Article IV.

Any member of the bargaining unit who, on such first working day of July, has been employed as such for not fewer than eight (8) but fewer than sixteen (16) years shall be credited with vacation leave at the applicable rate depicted on Table 1 of this Article IV.

Any member of the bargaining unit who, on such first working day of July, has been employed as such for not fewer than sixteen (16) years but fewer than twenty-five (25) years shall be credited with vacation leave at the applicable rate depicted on Table 1 of this Article IV.

Any member of the bargaining unit who, on such first working day of July, has been employed as such for not fewer than twenty-five (25) years shall be credited with vacation leave at the applicable rate depicted on Table 1 of this Article IV.

Scheduling of Vacation Leave: Librarians

In establishing vacation schedules, the Director, Library, or Library Program Area Chair, as may be appropriate, and the Vice President shall endeavor to permit the taking of vacation at the times requested by each librarian, subject, however, to the maintenance of librarian services which are required at the College. Librarians shall make reasonable efforts to schedule their vacation plans during the times when the demand for library services at the College is diminished.

The Director, Library, or Library Program Area Chair, as may be appropriate, shall ensure that the vacation allowance is scheduled the year succeeding the year of their accumulation in order that the librarian may not lose vacation credits; provided, however, that vacation credits not so scheduled or taken may be converted to sick leave credits, but only as is hereinafter provided; and provided further that a vacation allowance so scheduled but not taken shall cease to be credited.

In no event shall vacation leave be accumulated in excess of four hundred eighty (480) hours (the equivalent of sixty-four (64) days) without the prior mutual agreement of the librarian and the Vice President. If, without such agreement, any librarian accumulates vacation credits in excess of four hundred eighty (480) hours (the

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equivalent of sixty-four (64) days), all such excess shall thereupon be converted to sick leave.

10. Leave Entitlement While on Shipyard Status

No paid leave of absence shall be available to any member of the bargaining unit during any period in which such member of the bargaining unit is serving aboard the Training Ship while such ship is on shipyard status, except with the prior approval of the President of the Academy.

11. Personal Leaves

On each January 1, every member of the bargaining unit who is employed to work a twelve (12)-month work year shall be credited with twenty-two and one-half (22.5) hours (the equivalent of three (3) days of personal leave) which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the Vice President. Any such leave when so taken shall be taken without loss of pay. Any personal leave not taken by any December 31 will be forfeited by the member of the bargaining unit.

Every member of the bargaining unit who is employed to work a nine (9)-month work year shall be credited with seven and one-half (7.5) hours (the equivalent of one (1) day) of personal leave for the spring semester and seven and one-half (7.5) hours (the equivalent of one (1) day) of personal leave for the fall semester. If unused, the day credited for the spring semester shall be carried forward to the ensuing fall semester, but no day of personal leave credited for or carried forward to the fall semester shall, if unused, be carried forward to the ensuing spring semester.

C. UNPAID LEAVES OF ABSENCE

1. Professional Leave

Upon the application of a member of the bargaining unit, the President of a College may grant to such member of the bargaining unit leave without pay for such term, upon such condition and for such purpose as he/she may determine. The purposes for which a member of the bargaining unit may submit his/her application for such unpaid leave include, but shall not be limited to:

1. advanced study, including creditable service at sea for the purpose of the renewal or upgrading of licenses;

participation in an exchange-teaching program;

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participation in a cultural program related to his/her professional responsibilities;

service in a public office to which he/she has been elected or appointed;

service as an administrator at any College; and

for such other purposes as may be allowed under the laws of the Commonwealth.

Any member of the bargaining unit granted an unpaid leave of absence shall retain those benefits accrued during the period of his/her leave which are permitted by statute and the policies of the Board of Higher Education; provided, however, that the period of any such leave shall not be included in the computation of the seniority of any member of the bargaining unit, nor shall the taking of any such leave be deemed to affect any prior-accrued seniority.

2. Maternity Leave

Any female member of the bargaining unit who has been employed full-time for at least three (3) consecutive months, who has given notice at least two (2) weeks prior to her anticipated date of departure, and who has given notice of her intention to return to her employment at the College, is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for the purpose of adopting a child under three years of age; provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the President may, by agreement with the person in question, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

Any member of the bargaining unit taking such a maternity leave shall, upon her return to work, be restored to her previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such restoration shall be subject to all the applicable provisions of Chapter 149, Section 105D, of the General Laws. Accrued sick leave benefits shall be provided for disabilities caused or contributed to by the pregnancy, miscarriage, childbirth and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities.

Maternity leave shall not affect the right of any member of the bargaining unit to continue to accumulate sick leave.

3. Family Leave

Upon written application to the President, including a statement of reasons, any member of the bargaining unit who has been employed for at

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least three (3) consecutive months, who has given notice at least two (2) weeks prior to his/her anticipated date of departure, and who has given notice of his/her intention to return to his/her employment at the College, may be granted family leave from such employment for a period not exceeding one academic year; provided, however, that whenever such leave when so granted will terminate during the course of an academic semester, the President may, at his/her sole discretion, require that such leave shall terminate at the end of the semester during which it would otherwise terminate. Such leave shall be without pay for such period.

The purposes for which a member of the bargaining unit may submit his/her application for such unpaid leave include, but shall not be limited to:

- m. the need to care for, or to make arrangements for the care of, a minor child of the member of the bargaining unit, whether or not such child is the natural, adopted or stepchild of such member of the bargaining unit;

to discharge any other responsibilities or duties in his/her capacity as the parent of a minor dependent child, whether or not such child is the natural, adopted, or stepchild of such member of the bargaining unit; or

the need to care for a member of the bargaining unit member's immediate family.

Any member of the bargaining unit taking such a family leave shall, upon his/her return to work, be restored to his/her previous position or a similar position, with the same status, pay, and seniority; provided, however, that any such restoration shall be subject to all the applicable provisions of Article X of this Agreement.

A member of the bargaining unit on family leave shall not be entitled to use any accumulated sick leave, but upon cancellation or expiration of the family leave, such member of the bargaining unit shall regain his/her right to use such accumulated sick leave.

4. Family and Medical Leave

Nothing contained in this Agreement shall be deemed to abridge any right conferred on any member of the bargaining unit or on either of the parties hereto by the Family and Medical Leave Act of 1993 (P.L. 103-3) as the same may be amended from time to time.

D. INSURANCE

1. Insurance

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Every member of the bargaining unit who shall have paid such premium or share thereof as is required by law shall be afforded such group health insurance, group accidental death and dismemberment insurance and group life insurance as may be provided from time to time under and in accordance with the applicable provisions of Chapter 32A of the General Laws.

If authorized or permitted by the Group Insurance Commission, the teaching of six (6) semester hours of credit of instruction shall, during any academic semester, constitute half-time employment for purposes of any faculty member's eligibility for benefits of insurance under Chapter 32A of the General laws. Nothing in this paragraph shall be deemed to obligate the Board or any College to provide any member of the bargaining unit with any insurance coverage or benefit.

2. Worker's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

3. Protection of Members of the Bargaining Unit

The parties recognize that members of the bargaining unit are employees of the Commonwealth for purposes of Chapter 258 of the General Laws.

4. Nurses Malpractice Insurance

The Board shall provide the sum of up to One Hundred Twenty Dollars (\$120.00) annually to each nursing faculty member of the bargaining unit who is required as a condition of his/her employment to carry malpractice insurance; provided, however, that each such member of the bargaining unit shall utilize such funds for the purchase of such insurance as is required to be maintained, and shall maintain the same in force and effect during each such year so required.

E. TAX-DEFERRED ANNUITIES

The Board of Higher Education shall continue its policy of permitting the purchase of annuities by members of the bargaining unit pursuant to the provisions of Chapter 15, Section 18A, of the General Laws.

F. HEALTH AND SAFETY

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The parties recognize the need to maintain and preserve safe and healthful working conditions, and to this end, they agree to consult from time to time pursuant to the provisions of Article III, Section C, of this Agreement.

G. TRAVEL EXPENSES

Subject to the following provisions, all members of the bargaining unit shall be compensated for travel expenses for which prior authorization has been given by the President:

1. For expenses incurred for travel that is required in the discharge of the prescribed duties of a member of the bargaining unit and that is authorized as such by the President, a member of the bargaining unit shall be reimbursed as follows:
 - n. Whenever use of a member of the bargaining unit's private car is necessary and has been so authorized, the approved mileage rate and the costs of parking and tolls shall be allowed.

Whenever use of any other mode of transportation is necessary and has been so authorized, the cost of all fares shall be allowed.

Transportation between a member of the bargaining unit's home and the College shall not be reimbursable.

Reasonable charges for hotel rooms shall be reimbursable. Receipted bills shall be submitted for such charges.

Reasonable tips, including those for meals, shall be reimbursable.

Reimbursement shall not be made for expenses incurred for the sole benefit of the traveler, such as, by way of example, valet service, entertainment and laundry service.

Members of the bargaining unit shall be reimbursed for meals when on full travel status, which is defined as being temporarily absent from their home on assignment to duty for more than twenty-four (24) hours.

Such reimbursement shall be allowed for actual meal expenses incurred, including tips, not to exceed the following amounts unless higher amounts shall have been approved by the Commonwealth: breakfast, \$6.00; lunch (midday meal), \$8.00; supper (evening meal), \$16.00; provided that the maximum prescribed herein for lunch and supper may be reversed at the option of the person when he/she is entitled to both meals in one day. These rates shall apply to the European Plan only.

For travel status of twenty-four (24) hours or more, the following are the allowances on the first day: when travel status begins before 6:00 a.m., the member of the bargaining unit shall be entitled to breakfast, midday and evening meals. When the travel status begins between 6:00 a.m. and noon, the member of the bargaining unit shall be entitled to

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the midday and evening meals. When travel status begins between noon and 6:00 p.m., the member of the bargaining unit shall be entitled to the evening meal.

When travel status of a twenty-four (24) hour period or more ends between 6:00 a.m. and noon, the member of the bargaining unit shall be entitled to breakfast. For travel ending between noon and 6:00 p.m., breakfast and the midday meal shall be allowed. For travel ending after 6:00 p.m., breakfast and the midday and evening meals shall be allowed.

Breakfast at the beginning and the evening meal at the end of full travel status shall not be allowed unless the claim is accompanied by a statement of the necessity for early departure or later return.

For travel of one day's duration starting before 6:45 a.m. the member of the bargaining unit shall be entitled to the breakfast allowance. In no event shall the midday meal be allowed for travel of less than twenty-four hours' duration. In the case of the breakfast allowance, every claim for reimbursement must state the time of departure; in the case of the evening meal allowance, every claim for reimbursement must state the time of arrival home. Such claim must also state the necessity for early departure or late return.

Every claim for reimbursement made pursuant to the provisions of subsection 1 shall be made on such form and, subject to the foregoing provisions, in such manner as may from time to time be approved by the President.

2. In order to facilitate and encourage participation by members of the bargaining unit in professional conferences, meetings and other activities related to the performance and development of their role as professional academics, the President may, in accordance with past practice but only insofar as it is possible and feasible so to do, approve the request of a member of the bargaining unit to pay, in whole or in part, such travel expenses as shall have been incurred by such member of the bargaining unit for the foregoing purpose, but only the following such expenses:

- o. whenever a member of the bargaining unit's private car shall have been used, the approved mileage rate;

whenever any other mode of transportation shall have been used, the cost of fares;

reasonable charges for hotel rooms, receipted bills in respect of such charges having been submitted;

reasonable tips other than those for meals; and

actual meal expenses incurred, including tips; provided, however, that any reimbursement that may be so paid shall not exceed the following amounts unless higher amounts shall have been approved by the Commonwealth:

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Breakfast	\$6.00
Lunch (midday meal)	\$8.00
Supper (evening meal)	\$16.00

Every request for reimbursement made pursuant to the provision of subsection 2 shall be made on such form and, subject to the foregoing provision, in such manner as may be from time to time approved by the President.

The President shall, at his/her sole discretion, determine whether and in what amount any moneys shall be paid to any member of the bargaining unit as reimbursement for travel expenses pursuant to the provisions of this subsection 2.

Nothing in this subsection 2 shall be deemed to derogate from the right of any President to allocate travel moneys to departments or program areas within a College in such manner and subject to such criteria as the President may deem appropriate.

3. Nothing in the foregoing provisions of this Section F shall be deemed to be of application to any member of the bargaining unit in respect of any period spent on board the Training Ship or any other vessel owned or operated by the Massachusetts Maritime Academy, irrespective of whether such ship or vessel is on cruise status; provided, however, that the foregoing provisions of Section F shall be of application, in accordance with such provisions, to travel expenses incurred by a member of the bargaining unit while serving aboard such ship or vessel, when such ship or vessel is on cruise status or shipyard status if such expenses are incurred while away from such ship or vessel.

H. TUITION WAIVER

1. Waiver

The following tuition waiver provisions shall be of application during the term of this Agreement.

The spouse and/or child or children, including any such adopted or stepchild or children, of any present, former, retired or deceased member of the bargaining unit represented by the Massachusetts Teachers Association/NEA, who, after the date of execution of this Agreement, shall have been admitted as a student in the regular day program, or in any program of Continuing Education, at any Massachusetts State College, shall be entitled to enroll as a student in such program without the payment of tuition.

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In addition, any member of the bargaining unit who shall have been admitted as a student at any institution of public higher education in the Commonwealth of Massachusetts, excluding the program for the Doctorate of Medicine at the University of Massachusetts Medical School, shall be entitled to matriculate as a student without the payment of any tuition; provided, however, that in the case of any course in any program of Continuing Education tuition shall be remitted in the amount of fifty percent (50%) thereof.

2. Remission

The following tuition remission provisions shall be of application during the term of this Agreement.

The parties agree to continue in effect the present policy of the Board of Higher Education, acting through the Chancellor, regarding tuition remission applicable to all unit members, their spouses and dependent children. Such policy shall provide for full tuition remission in all institutions of public higher education in the Commonwealth exclusive of the University of Massachusetts Medical School, and shall, additionally, make provision for fifty percent (50%) tuition remission in courses in continuing education.

I. DEPENDENT CARE ASSISTANCE PLAN (DCAP)/MEDICAL CARE ACCOUNT PLAN (MEDCAP)

1. The Board of Higher Education acting through the Council of Presidents agrees to enable bargaining unit members, who so elect, to participate in any Dependent Care Assistance Plan (DCAP) or Medical Care Account Plan (MEDCAP) that is generally made available to employees of the Commonwealth.
2. No dispute over a claim for any benefits extended by either such plan shall be subject to the grievance procedure.
3. It is expressly understood and agreed that the Board of Higher Education does not accept, nor is it to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any benefit extended by either such plan.

Every employee shall indemnify the Board of Higher Education and the Association in all respects, and hold them harmless from any deficiency assessment or tax lien arising out of any error or omission attributed to such employee on any federal or state tax return hereafter filed by such employee, as well as any damages and/or expenses whatsoever in connection therewith.

J. HEALTH AND WELFARE

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1. Benefit

The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust made pursuant to the predecessor to this Agreement such health and welfare benefits as are to be extended by the Health and Welfare Fund to employees and/or their dependents.

2. Funding

Commencing with effect on July 1, 2001, the Commonwealth shall contribute to the Health and Welfare Fund on behalf of each full-time employee equivalent a total of Ten Dollars (\$10.00) per calendar week; commencing with effect on July 1, 2006, the Commonwealth shall contribute to the Health and Welfare Fund on behalf of each full-time employee equivalent a total of Eleven Dollars (\$11.00) per calendar week. If at any time, by a collective bargaining agreement executed on or after March 1, 2005, any bargaining unit of state employees that is represented by the Massachusetts Teachers Association or an affiliate of it secures a contribution to the Health and Welfare Fund for the fiscal year commencing on July 1, 2004, or for the fiscal year commencing on July 1, 2005, or for the fiscal year commencing on July 1, 2006, that is greater, for the whole or any part of any of such fiscal years, than the corresponding contribution required to be made under this paragraph, then the amount of the contribution so secured shall, for the whole or any part of such fiscal years, be the contribution required to be made to the Health and Welfare Fund under this paragraph.

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the first or second payroll period in October of such fiscal year, whichever has the greater number of full-time equivalent members of the bargaining unit.

The contributions made by the Commonwealth to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the fund. The contributions shall be made by the Commonwealth in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

Nothing herein contained shall be deemed to obligate the Board of Higher Education or any College to make any contribution to the Health and Welfare Fund.

3. Non-Grievability

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No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure.

4. Employer's Liability

It is expressly understood and agreed that the Board of Higher Education and the Colleges do not accept, nor are they to be charged with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Commonwealth's liability shall be limited to the contributions required by subsection 2 above.

K. MISCELLANEOUS PROVISIONS

1. Members of the bargaining unit on leave of absence for whatever reason shall relinquish their rights to take part in campus activities, including voting privileges and participation in or attendance at committee meetings, during the periods of such leaves of absence.
2. Unpaid professional leaves of absence for members of the bargaining unit may be granted for any period of time but will not ordinarily be granted for periods in excess of two (2) consecutive work years, and in no event will they be granted for more than three (3) consecutive work years; provided, however, that leaves of absence granted (i) to enable a member of the bargaining unit to take up an appointment as an academic administrator in the manner described at Article XX, §M, or (ii) for the purpose described in this Article IV at Section B(1)(d) shall be able to be granted for periods of any duration.
3. Members of the bargaining unit on leaves of absence shall not be eligible for promotion during the period of any such leave save in accordance with the provisions of Section L of Article VIII of this Agreement.

L. HOLIDAYS

1. Paid Holidays

The following legal holidays will be observed as paid holidays during the term of this Agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
*Evacuation Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
*Bunker Hill Day	

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* For librarians working in Suffolk County only.

2. Compensation for Working on Holidays for Librarians

Any librarian scheduled to work on a holiday and who does work on that holiday shall be granted a compensatory day off within the next succeeding sixty (60)-day period. The specific day off may be requested by the individual librarian, subject to the approval of the Director, Library, or Library Program Area Chair, as may be appropriate. If the compensatory day off is not granted by the administration within the sixty (60)-day period, such librarian shall be paid at the rate of one (1) additional tour of duty for working a holiday.

3. Exceptions

Any unit member not scheduled to work on a holiday during the applicable work year, shall not suffer a loss of pay for such holiday unless such unit member is on leave without pay or absent without pay on any part of a scheduled work day immediately preceding the holiday or any part of a scheduled work day immediately following the holiday.

Any librarian scheduled to work on a holiday who fails to report as scheduled shall be recorded as absent without pay unless the librarian properly notifies the Director, Library, or Library Program Area Chair, as may be appropriate, at least one (1) hour prior to the beginning of the scheduled tour of duty and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement, warrants the granting of a paid leave of absence for such day; provided, however, that when sickness is the reason for such absence, the librarian may be required to produce evidence in the form of a doctor's certificate within the next succeeding seven (7)-day period. When a librarian who is absent by reason of sickness on a scheduled holiday complies with these procedures, no sick leave credit previously earned shall be applied for the holiday, and the holiday shall be granted but no additional day off shall be provided. This provision shall be of no application to Section B of this Article IV.

4. Additional Holidays

A librarian not otherwise entitled to the Suffolk County holidays and who is scheduled to work on such holiday shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off may be taken by the librarian at a time approved by the Director, Library, or Library Program Area Chair, as may be appropriate, within the next succeeding sixty (60)-day period.

5. Religious Holidays

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In accordance with Chapter 151B of the Massachusetts General Laws, employees shall be permitted to observe religious holidays consistently with the requirements of their religious tenets.