2023–2026

AGREEMENT

between the

Massachusetts
Institute of Technology

and the

Research, Development,
and Technical Employees' Union

530470

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PREAMBLE

AGREEMENT made July 31, 2023 by and between the Research, Development and Technical Employees' Union (hereinafter called the "Union") and the Massachusetts Institute of Technology (hereinafter called the "Institute").

ARTICLE I
Recognition

1. **The Collective Bargaining Unit.** The Institute recognizes the Union as the exclusive bargaining agent for all persons employed in the maintenance and servicing of MIT, who are assigned to academic departments, administrative departments, and sponsored research projects, excluding faculty, scientists, engineers, engineering assistants, administrative, and all other salaried employees; supervisors, office clericals, drafters, illustrators, and technical artists; all reproduction workers except those in Technical Communications at Lincoln Laboratory; guards and police; dining service employees; all MIT students, other students employed during the summer vacations between June 1 and September 30; part-time employees who regularly work fewer than twenty (20) hours per week; temporary employees who are hired for a period of less than two months; and all building maintenance, service, and other employees covered by agreements between MIT and Local 615, S.E.I.U., including employees in the Physical Plant Department, Dormitories, and Facility Services Department of Lincoln Laboratory.

2. **Definition of Employees.** The term "employee" or "employees" when used in this Agreement shall mean those for whom the Union is recognized as the bargaining representative in accordance with the foregoing paragraph.

3. **Students.** This Agreement does not cover or apply to students attending the Institute who may at the discretion of the Institute be employed at any time and from time to time perform work as a means of earning part of their expenses while studying at the Institute, and nothing contained in this Agreement shall restrict the type or amount of work that may be allotted to MIT students except that bargaining unit employees shall not be laid off to make jobs for students. Also it does not apply to other students employed during their summer vacations between June 1 and September 30.

4. **Temporary Employees.** Employees who are hired for a period of less than two (2) months shall not be included in the bargaining unit.

ARTICLE II
Union Security and Dues Deduction

1. **Maintenance of Membership.** Each employee who was a member of the Union in good standing on the date of execution of this Agreement and each employee who thereafter becomes a member shall, as a condition of employment, continue such membership in good standing in the Union during the term of this Agreement.

   Each employee who is not a member of the Union but who was required, under the terms of the 1964–1966 Agreement, to pay to the Union each month an amount equal to the Union's uniform monthly dues shall, as a condition of employment, continue to make such payments.

2. **New Employees Required to Join.** Each new employee hired on or after July 3, 2017 shall, as a condition of employment, become a member of the Union thirty (30) days after the date of hire or thirty (30) days after the execution of this Agreement, whichever is later, and shall thereafter during the term of this Agreement remain a member of the Union.

3. **Eligibility for Union Membership.** The Union agrees not to discriminate against any employee. Should the Union fail to admit any future employee to the Union or expel an employee from the Union for any reason other than failure to tender the regular dues and initiation fees, this Article shall not be in operation so far as such employee is concerned.

4. **Deduction of Dues.** The Institute agrees to deduct weekly, from earned wages and remit to the Union, for the duration of the Agreement, Union membership dues fixed in accordance with the constitution of the Union of those employees covered by this Agreement who, individually, request in writing the Institute to do so, provided such request is revocable by the employee after one year or the termination of the Agreement, whichever is earlier.

5. **Disputes.** If a dispute arises as to whether the Institute, the Union, or any employee has complied with the provisions of this Article, such dispute may be submitted for determination under the provisions of Article IV, "Settlement of Grievances."

6. **Information.**

   a. The Union shall furnish the Institute with the names of any other employees who become members of the Union.

   b. The Union shall inform the Institute of the names of elected officers and Union representatives.

   c. The Institute agrees to provide the Union each week with the following information:

      1. The name of each new employee hired, together with the classification and the department or project for which he/she was hired;

      2. The name of each employee laid off or terminated, together with the classification and the department or project where he/she was employed;

      3. The name of each employee who has been transferred or reclassified, together with the classification and the department or project from and to which he/she has been transferred.

   d. The Institute agrees to provide the Union representative and the Union with a copy of all layoff notices.

ARTICLE III
Management

The Union agrees that, subject to the terms of this Agreement, the management of the Institute's activities and the direction of the working forces, including but not limited to the establishment of reasonable working rules and reasonable work schedules; the right to hire, assign, and transfer employees; to lay off employees because of lack of work or funds; and to discipline or discharge employees for just cause, is vested exclusively in the Institute when not in conflict with other provisions of the Agreement. The Union further agrees that the Institute may take all necessary actions to carry out the Institute's mission in emergencies, such as a public health emergency, attack, extreme weather, or other natural disaster, notwithstanding any other language in the contract.

ARTICLE IV
Settlement of Grievances

5. Grievance Procedure. This Agreement sets forth the basic terms and conditions of employment and is intended to continue the present and good relationships between the Institute, its employees, and their Union. In the event of any grievance between the employees and the Institute concerning the interpretation or application of this Agreement, the representatives of both agree to make prompt and earnest efforts to settle such matter. All grievances shall be handled as follows.

Step 1: The Union Representative or the employee shall take up the matter with the employee's immediate supervisor within a reasonable time after the occurrence of the incident giving rise to the grievance. The Union has a right to be present at the adjustment of any grievance.

Step 2: If the grievance is not adjusted within two (2) working days, the matter shall be reduced to writing, with a copy to the Office of Labor Relations, and taken up at a meeting between the employee, the Union Representative, or designated representatives of the Union and the Department Head or Laboratory Director, or the designated representative. Such meeting will be held within five (5) working days after having been requested and the Institute's answer shall be given in writing. A grievance concerning the discharge of an employee may be initiated directly in Step 2.

Step 2A: Appendix C for procedure on classification grievances and the Joint Classification Committee.

Step 3: If the matter is not settled within five (5) working days after such a meeting, it shall be taken up by the principal officers of the Institute and the Union, or their designated representatives. Every effort shall be made to arrange a meeting within five (5) working days after written request has been made therefore, but in no event shall the Institute's decision be delayed for more than ten (10) working days after the third step meeting. The Institute's decision shall be given in writing.

If no mutually acceptable conclusion is reached in Step 3, settlement efforts will include submitting the grievance to mediation where both parties agree that mediation is appropriate. The principal officers of the Institute, or their designated representatives, and the Union will work to arrive at a full and final settlement. The mediation conference will be held at Campus/Lincoln Laboratory, limited to one (1) day of testimony, and will be conducted without legal representation. If no settlement is reached at the mediation conference, the grievance may be submitted to arbitration. The mediator's fee and expenses shall be shared equally by the Institute and Union.

Step 4: If settlement is not reached in Step 3, then either party may, by written notice to the other, demand that the grievance be submitted to arbitration, provided that such notice is given within thirty (30) days after the Institute has given its final answer in Step 3. The matter shall be submitted to an arbitrator appointed under the rules of the Labor Relations Connection. The decision of the arbitrator shall be final and binding upon both parties, except that the arbitrator shall have no authority to add to, subtract from, change, or disregard any of the terms or provisions of this Agreement. The decision of the arbitrator shall be rendered within sixty (60) days after the completion of the arbitration hearing, unless the parties mutually agree on an extension of the time. The arbitrator's fees and expenses shall be shared equally by the Institute and the Union.

6. Pay for Grievance Time. Where Steps 1, 2, and 3 of the grievance procedure take place during working hours, the Institute will pay for time actually lost by the Union Officers, or representatives and the employee involved, in accordance with the procedure outlined above. Such pay will be limited to a reasonable number of individuals as necessary to the presentation of the grievance. The Institute shall not be bound to pay for time lost in attending Step 4 of the grievance procedure.

The Institute will pay for time lost by a reasonable number of Union representatives while meeting with representatives of the Institute as members of duly appointed Union Committees or Joint Union/Institute Committees.

ARTICLE V
Wages, Hours, and Overtime

1. **Wage Rates.** Hourly wage rates in effect during the term of this Agreement are shown in Appendix A, "Schedule of Wage Rates," which is attached to and made part of this Agreement.

   Provided, however, that for the increase effective the first pay period of July 2023, certain classifications, as outlined in Appendix A, will receive a new agreed upon wage rate. The new wage schedule will replace the existing wage schedule in Appendix A.

   It is agreed that the Union may grieve or arbitrate the rate of pay established for a new classification. No existing rate range or classification may be changed except by agreement of the parties.

2. **Flight and Tower Work.** The Institute and the Union recognize that certain employees who operate or test equipment in flight, or who climb and work on antenna towers, are required to exercise skills and work under conditions not normally required of their regular classifications. Accordingly, it is agreed that:

   a. Technicians whose duties require them to operate or test equipment in flight, or who climb and work on antenna towers, shall be classified as Flight Technicians or Tower Technicians, as the case may be, during the period of such requirement, and paid at a rate that is one dollar and fifty cents ($1.50) per hour higher than their regular hourly rates. Such employees shall be so classified for a period of not less than one (1) week.

   Employees hired after December 1, 1993, whose duties require them to operate or test equipment in flight, or who climb and work on antenna towers, shall be classified as Flight Technicians or Tower Technicians, as the case may be, during the period of such requirement, and paid at a rate that is one dollar and fifty cents ($1.50) per hour higher than their regular hourly rates. Such employees shall be so classified for a period of not less than one (1) day.

   b. If employees other than Technicians are required to operate or test equipment in flight, or to climb and work on antenna towers, they will be eligible for similar reclassification and increase provided such conditions are not inherent requirements of their regular classifications.

3. **Stock Clerk-Logger/Receivers at Lincoln Lab.** Stock Clerks who work as loggers/receivers at Lincoln Laboratory will be paid at the Senior Stock Clerk rate plus $0.50 per hour for each hour that they work as logger/receiver.

4. **Shift Differentials.**

   a. Afternoon Shift. A differential of 5% will be added to the hourly rates of employees who are regularly assigned to a shift that starts at or after 3:00 p.m. for all hours worked on such shift.

   b. Evening Shift. A differential of 7% will be added to the hourly rates of employees who are regularly assigned to a shift that starts at or after 10:00 p.m. for all hours worked on such shift. If an employee's regularly scheduled shift extends beyond 2:00 a.m., the employee shall receive the evening shift differential for all hours worked.

   c. Weekend Shift. Beginning on the first pay period of July 2020, a differential of 1% shall be added to the hourly rates of employees who are regularly assigned to a shift that includes both Saturday and Sunday. Employees who are regularly assigned to the "Afternoon" or "Evening" shift in addition to the regular "Weekend" shift shall receive both differentials.

   d. Overtime Following Regular Shift.

      1. Applicable shift differentials will be added to the base hourly rates before computing overtime premium pay.

      2. An employee who works overtime following the employee's regular shift will be paid the shift differential applicable to his/ her regular shift for all hours worked.

   e. Paid Leave. Applicable shift differentials will be included in the pay of employees who are on paid leave such as vacation, sick leave, holidays, etc.

5. **Hours of Work.**

   a. Work Week. The normal work week for most employees will consist of five (5) consecutive days of eight (8) hours each, Monday through Friday, followed by two (2) consecutive days off.

b. Payroll Week and Manner of Payment. The payroll week for all employees will consist of seven (7) consecutive days of twenty-four (24) hours each, commencing 12:01 a.m. Monday. The Institute requires that all wages paid to bargaining unit employees be paid by direct deposit or an alternative form of electronic payment.

c. Time Off for Supper. When operational needs will not permit a meal break, supervision will authorize employees to be paid three quarters of an hour pay for supper based on the following: employees who are required to work eleven (11) straight hours or more are eligible for supper pay. The 11 hours include three-quarters of an hour for supper. The Institute will not pay for an employee's meal.

6. Overtime.

a. Overtime Pay. Premium pay at the rate of time and one-half the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in a twenty-four (24) hour period commencing at the start of an employee's regular shift, or in excess of forty (40) hours in a payroll week, whichever is greatest but without duplication.

b. Scheduling of Overtime. Insofar as possible, and consistent with operating requirements, available overtime shall be allotted equally among the employees in the particular classifications in the shop affected. For the purpose of carrying out this provision, the supervisor concerned will, upon request from the Union Representative, provide such Representative with the amount of overtime each employee in that particular group worked during the previous six (6) months.

c. Notice of Overtime Work. Except in cases of emergency, employees will not be subject to disciplinary action for refusing to work overtime unless they are given three (3) days' notice of the hours to be worked.

7. Call-in Pay. Employees who are called in outside of their regularly scheduled hours will be paid at their applicable overtime rate and will receive not less than the equivalent of four (4) hours pay at that rate, except that, when an employee is requested to report in less than two (2) hours before his/her regular starting time and

continues to work the regular shift, he/she shall be paid only for actual hours worked. This paragraph shall not apply to planned overtime of which the employee is given advance notice.

If the employee is required to make an extra round trip to and from the Institute, the travel time will be counted as time worked and mileage will be paid at the then current Institute rate per mile. Travel time will be included as part of the call-in period and will not result in an increase in call-in pay unless the total work and travel time exceeds four (4) hours.

Bargaining unit employees who receive a telephone call at home from MIT personnel regarding a management-approved work matter and who talk by telephone with MIT personnel will receive not less than one (1) hour pay, at their overtime rate if applicable.

Bargaining unit employees who receive and then respond to a text message(s) regarding a management-approved work matter, or are otherwise directed by MIT management to conduct work on an electronic device, will be paid for such time actually worked in 15-minute increments, rounded to the nearest interval. All time in a pay day shall be reasonably cumulated. Overtime rates, if applicable will apply. Call-in requests, and time spent on de-minimums activities, i.e. 7 minutes or less, will not be compensated.

8. Red Circle Rates. The wage rates of employees who are currently paid at "red circle" will be adjusted effective on or about July 3, 2017, July 2, 2018, and July 1, 2019 in the following manner:

a. If the employee is currently paid a "red circle" rate that exceeds the new single rate or the maximum of the new rate range established for the classification as of on or about July 3, 2017, July 2, 2018, and July 1, 2019, the employee shall continue to be paid at the same rate without increase.

b. If the employee is currently paid a "red circle" rate which is less than the new single rate or the maximum of the new rate range established for his/her classification, as of on or about July 3, 2017, July 2, 2018, and July 1, 2019, the employee's rate shall be increased only to the new single rate or the maximum of the new rate range as of on or about July 3, 2017, July 2, 2018, and July 1, 2019. Employees in the Classifications "Truck Driver," "Driver Utility," and "Driver" who transport hazardous

materials in an amount requiring placarding will be paid fifty (50) cents per hour in addition to their regular hourly rate for each hour spent driving while transporting such materials (hour for hour, with a minimum of one hour).

9. **EMTs at Haystack.** Bargaining unit members working at Haystack who have been certified as Emergency Medical Technicians at the request of the Institute will be paid $0.60 hourly differential for as long as they remain certified at the Institute's request. This differential shall be applied to the employee's pay after all other differentials are applied and shall not be considered compensation for benefits purposes.

10. **License Renewal, Certifications, and Continuing Education Requirements.** Bargaining unit employees who are required to possess a license as part of their regular job duties will be reimbursed for the cost of such license. Similarly, employees who are required to complete a re-certification or continuing education requirement in order to maintain their license(s) will be reimbursed for the cost of re-certification of enrollment in the required continuing education program.

    Similarly, bargaining unit employees who are required to possess a hoisting license will be reimbursed for the cost of such license. In addition, for that period, any bargaining unit employee who is required to complete a continuing education requirement in order to maintain a hoisting license will be reimbursed for the cost of enrollment in the required continuing education program.

11. **Designated Hoisting Machinery Safety Program Person/Boom Crane Operator–Haystack Observatory.** Bargaining unit members at Haystack, designated by the Institute, will receive a differential of $0.50 per hour for maintaining the necessary license, and completing the necessary continuing education, to operate a Boom Crane. This differential shall be applied to the employee's pay after all other differentials are applied and shall not be considered compensation for benefits purposes.

12. **Wastewater License Renewal.** Bargaining unit employees who are required to possess a Wastewater Treatment Plant Operators license from the Massachusetts Department of Environmental Protection will be reimbursed for the cost of such license.

13. **NASA-Certified Trainers – Lincoln Laboratory.** NASA-certified bargaining unit employees who serve as trainers for required NASA-certification at Lincoln Laboratory will receive an additional 10% to their hourly wage rates for the hours during which they provide such training.

14. **Animal Technicians.** Agreement dated October 10, 1991 on Laboratory Animal Care Givers is amended effective December 17, 1999, July 25, 2003, July 2, 2008, and further amended effective June 30, 2019 as follows:

    a. New hires into the position of Animal Technicians who are uncertified will be paid at 85% of the bottom rate in effect at time of hire. An uncertified Animal Technician who obtains ALAT certification will receive, in addition to the $1,000 one-time bonus provided for below, either a $1.00 per hour wage increase or will move to the bottom of the wage range, whichever is greater.

    b. Animal Technicians, regardless of their start date with the Division of Comparative Medicine, who obtain a LAT or LATG certification will receive a $1,000 one-time bonus for each level of certification attained after January 31, 2021.

15. **Safety Shoes.** Effective August 16, 2023, the allowance for safety shoes is increased to a maximum of up to $170.00 reimbursement per year, maximum of $340.00 for any two-year period.

16. **Stock Clerk – Saw Operator.** Stock clerks who work in Raw Stock and operate the heavy saw equipment will be paid $1.00 per hour in addition to their regular hourly rate for each hour spent operating equipment (hour for hour, with a minimum of one hour).

ARTICLE VI
Holidays and Holiday Pay

1. **Recognized Holidays.** The following shall be recognized as holidays for all employees:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Indigenous Peoples Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

The Institute will guarantee a 13th holiday each calendar year with the day celebrated to be announced by the Institute.

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

2. **Holiday Pay.** If an employee is not required to work on a recognized holiday, he/she will receive holiday pay, defined as a regular day's pay computed at eight (8) hours times the employee's straight time rate, provided the employee is paid by the Institute for the working day prior to and the working day after the holiday. However, if the employee is on authorized leave without pay for a period of not more than one (1) week, he/she shall be paid for a holiday falling during such leave.

   If an employee is required to work on a recognized holiday, the employee will be paid at the rate of time and one-half his/her regular hourly pay for each hour worked in addition to holiday pay.

3. **Holiday Falling During Vacation.** If a recognized holiday falls on a normal work day during the employee's vacation, the employee will receive holiday pay for that day rather than utilize a vacation day for that day.

4. **Holiday Falling After Termination.** If a recognized holiday falls on a Friday and an employee terminates on Thursday immediately prior thereto, the employee will be paid for the holiday.

5. **Winter Break and Special Holiday Closings.** MIT observes a Winter Break each year at year end with the exact days announced each year. The Institute may elect to reduce workhours in full or in part during Winter Break and may reduce work hours in full or partial day increments. The Institute has sole discretion in determining which hours or days, if any, will be reduced.

   From time to time the Institute may close to observe some special occasion, such as a half day or full day before or after a recognized Institute holiday. Those days are treated as Special Holiday Closings. The Institute has sole discretion in determining which hours or days will be designated as Special Holiday Closings, if any.

   If the Institution elects to reduce workhours due to Winter Break

and/or Special Holiday(s), no employee shall suffer loss of regular pay so long as the employee is paid by the Institute for their last scheduled working day prior to and their first scheduled working day after Winter Break. If the employee is on authorized leave without pay for a period of not more than one (1) week, the employee shall be paid for Winter Break. A Special Holiday Closing or Winter Break that falls within a period of Serious Illness Reduced Pay, Bonding Leave or any other leave paid at the State Formula Rate under the Paid Family and Medical Leave Act, and any military training duty leave is not paid as a holiday but rather is paid at the rate particular leave.

If the Institute requires certain bargaining unit members (which may include essential and non-essential employees) to work during those particular hours designated as Winter Break and/or Special Holiday, the Institute shall pay those in accordance with MIT Policies.

ARTICLE VII
Vacations and Vacation Pay

1. **Accrual and Payment.** Effective on July 25, 2003, each full-time, forty (40) hour per week employee in the employ of the Institute on his/her anniversary date (date of hire) hereinafter called the "eligibility date":

   a. Who has been employed by the Institute less than one (1) year, shall accrue fifteen (15) days of vacation per year. Each day of vacation shall be paid at the rate of eight hours pay at the employee's then current rate plus any applicable shift differential.

   a. Who has been employed by the Institute for one (1) year or more, shall accrue twenty (20) days of vacation per year. Each day of vacation shall be paid at the rate of eight hours pay at the employee's then current rate plus any applicable shift differential. However, the Institute reserves the right to grant three (3) weeks' vacation with four (4) weeks' pay if necessary because of scheduling or other operating problems.

   a. In addition to the above vacation allowances, employees with ten (10) or more years of full-time service will be credited and may take an extra week (five (5) days) of vacation once during each five-year period beginning at 10 years of service,

as 10–14, 15–19, 20–24, 25–29, etc. Each such day of vacation shall be paid at the rate of eight hours pay at the employee's then current rate plus any applicable shift differential. The following limitations will apply.

1. The maximum annual vacation that may be earned or credited under the Agreement is five (5) weeks.
2. A vacation of five (5) weeks may not be earned, credited, or taken more than once in any five-year period as defined above.
3. Vacation credited under this provision may not be carried over from one five-year period to another.

2. **Employee on Leave Without Pay.** An employee who has been on leave without pay or on layoff for a total of one (1) month or more during the year immediately prior to the eligibility date shall receive a proportionate part of his/her normal vacation.
3. **Scheduling of Vacations.** No employee may carry more than forty (40) days' vacation credit at any one point in time, plus (5) days of "5th week" vacation credit. Unused credited vacation days in excess of forty (40) will be forfeited unless otherwise allowed. The vacation schedule shall be determined by the Institute, which shall, however, follow the preference of the individual employee insofar as possible.
4. **Laid Off Employees.** Employees who have been laid off and re-employed shall have vacation rights as set forth in Article XIX, Part (9).
5. **Vacation Accrual During Industrial Accident and Serious Illness Reduced Pay.** Employees on leave because of industrial accidents will accrue vacation at the normal rate as provided in 1 above, for a period of absence up to, but not exceeding, one year.

   Employees on serious illness reduced pay (SIRP) will accrue vacation at the normal rate.

ARTICLE VIII
Sick Leave and Serious Illness Reduced Pay (SIRP)

1. **Accrual.** All new hires will be awarded twelve (12) days of Sick Leave. After one year of service, employees will begin to accrue one (1) day of Sick Leave per month. The maximum accrued credit

at any one time shall be three hundred fifty-six (356) days.

2. **Payment.** Subject to the above provisions, accrued sick leave will be paid at straight-time rates not to exceed eight (8) hours for any regularly scheduled work day or forty (40) hours for any payroll week, plus any applicable shift differential.
3. **Absence Due to Serious Illness.** Employees are eligible for extended illness payment at 80% of his or her regular base pay, up to a total of 26 weeks of payments overall, in accordance with the provisions of Appendix B of this Agreement. The Institute may in its discretion make payments in addition to those provided under this Appendix, either in amount or duration, but its action in doing so will not be considered establishing a precedent and its decision will not be subject to arbitration.

   There will be no sick leave earned or credited during periods of leave without pay. Sick leave credit will not accrue during unpaid leaves of absences at the rate of one day for each twenty-two (22) working days of such absence This provision will not be applicable to sick leave when a Union Officer (President, Vice President, Treasurer and Secretary) or Executive Board Member is on leave without pay in accordance with Part 2 of Article IV, Settlement of Grievances. Sick Time continues to accrue at the employee's normal rate during Sick Time, SIRP, and any leave paid at the State Formula Rate under the PFMLA.
4. Use of Sick Time. Sick leave may not be used for any purpose except illness of the employee; up to forty (40) hours of sick leave, from an employee's sick leave balance may be used to care for a sick child, spouse, mother, father, mother-in-law, father-in-law, or member of the household. Unless the illness is certified by the Institute Medical Department, the Institute reserves the right to require a doctor's certificate in cases of absence on sick leave or under the extended disability plan.
5. **Parental Leave.** Upon hire, employees are eligible for up to twenty (20) days of Paid Parental Leave. Employees may take this Paid Parental Leave for the birth of a child, adoption of a child under the age of 18 (or a child under the age of 23 if the child is mentally or physically disabled), or the placement of child pursuant to a court order. The twenty (20) paid days of Paid Parental Leave

and any Bonding Leave must be taken within twelve (12) months of the child's birth, adoption, or placement with the employee. The leave may be taken consecutively or intermittently and may be taken in one-hour increments. Employees are eligible for up to 8 weeks Bonding Leave at the State Formula in addition to 20 days of Paid Parental Leave (12 weeks total). Employees must use Paid Parental Leave before taking Bonding Leave paid at the State Formula. Paid Parental Leave and Bonding Leave will run concurrently with leave under the Family and Medical Leave Act and all MIT policies and procedures for requesting, documenting, qualifying for, and approving family and medical leaves will apply.

6. **Notification.** In order to be entitled to sick leave, an employee must notify his/her supervisor/manager on or before the beginning of the shift unless impracticable; and in all cases, by the end of the first day of absence due to sickness. The employee must inform the supervisor/manager as closely as possible when the employee expects to return to work. In cases of prolonged illness, the employee must keep his/her supervisor reasonably informed. The Institute will not be obligated to make extended illness payments covering any period prior to the time that notice of the disability is given to the supervisor.

7. **Disabled Veterans.** Disabled veterans required by the Veterans Administration to report for Compensation and Pension (C&P) exams shall be granted reasonable time off without loss of pay for such examinations.

8. **Physical Examination.** Employees who are sick for more than a week (i.e., more than five (5) working days) must be cleared by their treating medical professional or the Institute Medical Department on return to work if the Institute so requires. Time spent in taking such required physical examination or tests will be counted as time worked unless taken during a period of paid absence.

9. **Laid Off Employees.** Employees who have been laid off and re- employed shall have sick leave rights as set forth in Article XIX, Part (9).

10. **Permanent and Total Disability Plan.** Employees with one (1) or more years of full-time service who become permanently and totally disabled may be eligible for the following benefits, which

are provided under the Permanent and Total Disability Plan as described in Appendix B.

   a. A monthly income equal to 60% per month of base earnings at the time of disability, up to a maximum benefit of $6000 per month.

   This income will include the primary social security benefit, payments (if any) from Worker's Compensation and similar legislation, and any other payments resulting from employment with the Institute.

   b. Continuation, at no cost to the employee, of Health Insurance, Group Life Insurance coverage, and the benefits of the MIT Retirement Plan (Basic plus employee 5.0% contribution to supplemental plus the Institute's corresponding match).

   Details as to the eligibility for and coverage of this Plan are set forth in the complete statement of the Plan that is incorporated by reference in this Agreement.

11. **Payment of Unused Sick Leave at Retirement.** Retiring employees, hired on or before June 30, 2020, who have a minimum of three hundred and twenty-five (325) hours of unused sick leave to their credit on their normal or early retirement date, as the case may be, will be paid at their regular straight-time rates for 65% of the total hours credited. Employees hired after June 30, 2020 are not eligible for this provision.

12. **Unused Sick Leave at Death.** Unused sick leave will be paid upon the death of an employee to the beneficiary(ies) listed for the life insurance policy. This payment is subject to all the conditions set forth in Section 11.

13. **Personal Days.** Three (3) personal days in lieu of sick leave per year will be granted to an employee. A three-day notice to a supervisor or manager is required unless a personal emergency exists. These days may be taken in one (1) hour increments, not to be used to excuse tardiness. If these days are not used during a sick leave year, they will revert to sick leave. Employees will be eligible at the completion of six (6) months of employment.

ARTICLE IX
Military Service

1. **Reinstatement.** An employee who is drafted for military service, or volunteers for service in any branch of the armed forces of the United States, maintains re-employment rights and may receive a pay differential pursuant to Section 4.6, Military Leaves of the Institute's Employment Policy Manual, which the Institute may amended from time to time. In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such layoff shall follow the procedures provided in this Agreement.
2. **Military Training Duty** Employees who participate in annual military training duty as members of the United States Armed Forces Reserve or National Guard are granted a military pay differential pursuant to Section 4.6, Military Leaves of the Institute's Employment Policy Manual, which the Institute may amended from time to time.

ARTICLE X
Layoff Notices

3. **Eligibility.** This policy is applied to employees with one (1) year or more of full-time continuous employment who are laid off because of lack of work or funds.
4. **Layoff Notice.** The Institute will guarantee eight (8) weeks' notice in writing to employees who are to be laid off.

Note: See Appendix E for rights of Part-Time Employees.

ARTICLE XI
Bereavement Leave

1. In the event of a death in the immediate family of any employee in the unit, the Institute will grant leave with pay for five (5) working days.
2. For the purposes of this provision, immediate family shall mean father, mother, father-in-law, mother-in-law, sister, brother, child, spouse, grandparent, grandchild, or member of the household.
3. Leave with pay up to one (1) day to attend the funeral of other close relatives may be granted. Leave with pay will not be granted where, because of distance or other reasons, the employee does not attend the funeral of the close relative.
4. In exceptional circumstances, such as where the employee is sole survivor or is responsible for funeral arrangements, or the relationship with the deceased is immediate step-family or immediate family of the employee's spouse or domestic partner, leave up to five (5) days may be granted at the discretion of the supervisor and not subject to the grievance procedure.

ARTICLE XII
Jury Duty

1. If an employee is called for jury duty or required to appear in court as a witness, the Institute shall pay the difference between his/her regular pay up to forty (40) hours per week and the amount the employee receives from the court, provided the employee was hired before receiving notice of such duty.
2. In order to receive such pay from the Institute, the employee must furnish evidence from the court of such duty and the amount paid to the employee by the court.

ARTICLE XIII
Safety and Worker's Compensation

The Institute shall maintain such safety and sanitary conditions as are necessary to protect and preserve the health and welfare of its employees. Adequate first aid protection shall be made available to all employees during all working hours.

The Institute will provide compensation for disabilities resulting from industrial accidents as required under the laws of the Commonwealth of Massachusetts. As in the past, the Institute may exceed these statutory requirements when it considers such action justifiable, but its action in doing so will not be considered as establishing a precedent and its decision will not be subject to arbitration.

ARTICLE XIV
Strikes and Lockouts

It is agreed by the parties that during the term of this Agreement, or any renewal thereof, there shall be no strikes, stoppages, lockouts, or picketing concerning any matter in dispute between the Institute and

the Union or the employees.

The Union shall not be liable if it has not authorized, caused, or supported the strike or stoppage.

ARTICLE XV
Bulletin Boards

The Institute will permit the Union to post notices of its meetings and other Union activities on bulletin boards in the various locations agreed upon.

ARTICLE XVI
Federal and State Laws and Executive Orders

If any law or judicial order or administrative order or ruling shall so restrict or affect performance of this Agreement or any Article or Articles thereof in accordance with its terms as to make it impossible of such performance, then the Union and the Institute shall in good faith commence negotiations of a renewed Agreement or new Articles. The no strike-no lockout clause (Article XIV) shall not apply to the negotiations of the new Article or Articles.

ARTICLE XVII
Computation of Seniority

1. **General.** The seniority of an employee is computed on the basis of total continuous service with the Institute as a regular employee, except that employees who entered the bargaining unit on or after December 4, 1958 shall receive credit only for their total continuous service in the bargaining unit.
2. **Loss of Seniority.** An employee shall lose his/her seniority if the employee (a) quits, (b) is discharged for cause, or (c) has been removed from the re-employment list in accordance with Article XIX, Part 7 or 8 of this Agreement.
3. **Probationary Employees.** There shall be a probationary period of six (6) months for all new employees, during which time such employees shall have no seniority rights, but thereafter their seniority shall date from the date of hiring. Only active working time and approved paid absences of five or fewer consecutive work days, including personal time and vacation, will count toward the probationary period. Absences of greater than five consecutive work days will not count toward the six-month probationary period and the probationary period will be extended by an equal number of days.
4. **Leaves of Absence.** Seniority shall continue to accrue during a leave of absence granted by the Institute.
5. **Union Officers.** Any employee selected as an officer or delegate of the Union shall be allowed reasonable time off for the performance of such duties without loss of seniority rights, but without pay.

   Super Seniority - Union Officers (President, Vice President, Treasurer and Secretary) employed at the Institute, three Executive Board Members from the Campus, and three from Lincoln Laboratory will have super seniority for layoff purposes only.
6. **Employees Promoted to Supervisory Positions.** Employees who are promoted to supervisory positions and who return to the bargaining unit within one (1) year will have their seniority restored. They will not accrue seniority while outside the bargaining unit.
7. **Laid Off Employees.** Employees who have been laid off will continue to accrue their seniority while they are on the re-employment list.
8. **Seniority Lists.** Seniority lists shall be established by classification and by occupational group and organizational unit. The employees in each classification shall be listed in order of their seniority with the most senior at the top and the least senior at the bottom of the classification. The classifications within the occupational group shall be listed in order of skill with the most skilled classification at the top and the least skilled at the bottom. The Institute shall furnish the Union with an up-to-date seniority list for each classification and occupational group within sixty (60) days after the completion of negotiations. Unless the Institute is advised by the Union to the contrary within thirty (30) days, this list will be presumed to be correct for the purposes of this Agreement, except any mistake that adds to an employee's seniority may be corrected at any time.

   Seniority shall date from the original records of date of hire except as adjusted for breaks in service.

Note: See Appendix E for rights of Part-Time Employees.

ARTICLE XVIII
Promotions, Transfers, Vacancies, and Merit Increases

1. **Definitions.** For the purpose of this Article, the following definitions shall apply:

   a. **Work Units:** The work unit is defined as the "Group" in Lincoln Laboratory, and as the Department, Laboratory, Center, Project, or similarly constituted unit in all other cases. Examples of the latter types of work units are:

      Departments: Chemistry; Electrical Engineering; Audio-Visual Services

      Laboratories: Laboratory for Nuclear Science; Francis Bitter Magnet Laboratory; Haystack Observatory

      Centers: Center for Space Research; Materials Science Center

      Projects: Project MAC; Project Transport

   b. **Transfer.** A transfer is defined as the moving of an employee laterally from one work unit to another in his/her own or a similarly rated classification.

2. **Promotion.** It is recognized that two types of promotional opportunity may exist within the bargaining unit: (1) upgrading on the basis of the application of greater skill and ability or the assignment of greater responsibility, and (2) the filling of job vacancies.

   a. **Upgrading.** The upgrading procedure is intended to apply to those occupational groups involving progressively higher classifications and rate ranges, as shown in Appendix "A, "Schedule of Wage Rates," for progressively higher levels of skill, ability, and responsibility.

      All employees in these occupational groups shall be reviewed at least once per year and those who are found to be qualified for advancement on the basis of the established classification descriptions shall be reclassified accordingly. Upgrading will normally be made effective on the Monday nearest July 1.

      Employees who have received layoff notices and have bumped into or accepted jobs at lower levels will be reviewed within six (6) months after starting on the new jobs. If found to be

      performing at a level above the classification of the job they will be reclassified accordingly.

   b. **Other Promotions.** No employee shall be promoted into a classification carrying a single rate, as opposed to a rate range, or into any classification listed below, except in accordance with the procedures set forth for Filling Vacancies in (4), below.

      Senior Photographer, Senior Stock-AA, Senior Stock Clerk, Project Machinist/Instrument Maker, Reproduction Worker A

3. **Job Postings.** All one-day job postings will be faxed to the Union Office. All Institute-wide job postings will be sent to Union Stewards on Campus (either by e-mail where available, or Campus interdepartmental mail where not).

4. **Filling Vacancies.** Qualified present employees shall be given preference over other applicants for vacant bargaining unit jobs. Before hiring from outside the bargaining unit, the following procedure shall be observed.

   a. The vacant job will be offered in order of seniority to employees in the classification involved and in the next higher classification in the occupational group who are qualified and able to perform the work at an acceptable level; First, to those who are on notice of layoff from the work unit where the vacancy occurs. Second, to those in the work unit who are on the re-employment list. Third, to those who have been laid off from the work unit within the previous year and who have bumped into or accepted a job at a lower level and who are still employed at the lower level.

   b. If the vacancy is not filled in accordance with (a), above, a description of the vacant job shall be posted for one (1) day in the work unit and consideration shall be given to qualified employees in lower classifications in the work unit if they apply during this period. An employee shall be considered to be qualified for the purpose of such consideration if the employee is able to satisfy the requirements of the classification description applying to the vacant job and perform the particular work involved at an acceptable level. The Institute shall select from among such qualified employees the employee who is clearly best qualified to perform the vacant job. If no employee is clearly best qualified, and if the qualifications of two or more

qualified employees are relatively equal, selection shall be made on the basis of seniority.

c. If the vacancy is not filled in accordance with (b), above, the job will be offered in order of seniority to employees in the classification involved who are qualified and able to perform the work at an acceptable level; First, to those who are on layoff notice elsewhere in the organizational unit. Second, to those who are on the re-employment list elsewhere in the organizational unit. Third, to those who have been laid off from the organizational unit within the previous year and who have bumped into or accepted a job at a lower level, and who are still employed at the lower level.

d. If the vacancy is not filled in accordance with (c), above, the job will be offered in order of seniority to employees in the classifications involved first to those who are on layoff notice elsewhere in the Institute, and then to those who are on the re-employment list elsewhere in the Institute provided, in each case, that they had or will have had two (2) years of service at the time of layoff and are qualified and able to perform the job at an acceptable level.

e. If the vacancy is not filled in accordance with (d), above, the job will be offered to an employee in the classifications involved who is on layoff notice or on the re-employment list elsewhere in the Institute, and who had or will have had one (1) year of service but less than two (2) years at the time of layoff, provided the employee is qualified and able to perform the work at an acceptable level. The Institute will not be required to offer the job to employees in this category in order of their seniority.

f. If the vacancy is not filled in accordance with (e), a description of the vacant job will be posted for three (3) days on bulletin boards in locations agreed upon by the Institute and the Union. Qualified employees in lower classifications will be considered if they apply during this period and selection will be based on the criteria set forth in (b), above. Qualified employees in the work unit shall have preference over other applicants.

g. If the vacancy is not filled in accordance with (f), above, the Institute will be free to fill the job from outside the bargaining unit.

5. Promotional Increases. An employee who is promoted from one classification to a higher one shall have his/her pay increased four percent (4%), except that no employee will be paid less than the minimum of the rate range of the new classification.

6. Merit Increases. Effective June 30, 2003, one merit step will be equal to one percentage point of the applicable wage (that is, mid-point of the range). Additionally, during the spring of 2023, 2024, and 2025, the Institute shall review the performance of all employees who were on the payroll on April 15. Each such employee who has demonstrated satisfactory performance during the year shall receive a one step increase effective on or about June 30, of each contract year, subject to the limits of the rate range established for this classification, unless the employee has been reclassified with an increase during the period from April 15 to the effective date of the Merit Increase Review. An employee's performance shall be considered satisfactory for this purpose if he/she has exercised the skills and discharged effectively the responsibilities normally expected of his/her classification.

At the discretion of the Institute, employees who have demonstrated superior performance may be granted increases of more than one step. Employees who are eligible for review and do not receive Merit Increases on July 1 shall be reviewed again, effective on or about the following January 1, subject to the same standards and limitations.

New employees hired after April 15 and before July 1, and whose performance has been satisfactory, shall receive a merit increase equal to one-half step effective on or about January 1.

Employees who have satisfactorily performed their work during the normal merit review period, have 20 years of service, and have been at the top of his/her classification for two years shall receive a 1% (one step) increase as a skill increment on or about June 30, 2023. Employees who meet these requirements at a later date during the term of the Agreement shall receive this skill increment on or about June 30, 2024 or June 30, 2025, as applicable.

Employees are only eligible for one skill increment increase during the term of their employment. However, an exception will be made for an employee who has lost a Skill Increment due to layoff, who

will be eligible to obtain another Skill Increment provided he or she re-satisfies the criteria (satisfactory performance during the normal merit review period, 20 years of service, top of classification for two (2) years), and further provided that no employee may carry more than one Skill Increment.

Employees who have an existing skill increment increase and are then subsequently promoted to a higher classification shall have their original skill increment follow them into the higher classification.

7. **Temporary Assignments.** An employee temporarily assigned for four (4) hours or more to fill a vacancy at a higher level shall receive the higher rate of pay for the period of the assignment. When the higher-rated job carries a rate range, the employee shall receive a one-step increase or be paid at the minimum of the higher range, whichever results in the greater increase. An employee temporarily assigned to a lower-rated job shall maintain his/her regular rate of pay.

   The foregoing shall not apply to variations in the levels of work assigned to technicians and other employees because of fluctuations in work load or for purposes of employee training and development.

   An employee temporarily assigned for one (1) full day or more to a supervisor's position shall receive a ten percent (10%) increase in the employee's hourly rate for the period of the assignment.

   Lead Animal Care Technicians in the Department of Comparative Medicine who are responsible for coordinating the work flow for a particular building, serving as a liaison between the animal facility and the Facilities Manager regarding all matters concerning the operation of the facility, ordering and verifying of supplies, and ensuring that necessary paperwork connected with animal care is completed, shall receive $1.00 for all hours worked while assigned as a Lead Animal Care Technician.

8. **Transfers.**

   a. Transfers Between the Campus and Lincoln Laboratory. When the Institute desires to transfer an employee laterally from the Campus to Lincoln Laboratory, or vice versa, the Institute agrees such transfer shall not conflict with other provisions of the Agreement and agrees to conform to the procedure for filling vacancies, Part 3 above, unless the Union agrees to waive these

requirements. Such waiver shall be in writing and signed by the principal officers of the Union.

b. Other Transfers. The Institute shall not be required to follow these procedures in making lateral transfers from one work unit to another work unit or from one Campus organizational unit to another Campus organizational unit. However, such transfers shall be made only for proper cause and not to diminish the promotional opportunities, job security, or layoff and recall rights of the employee transferred or of other employees.

No employee shall be transferred without his/her consent where the employee's seniority rights are adversely affected to a substantial degree.

The foregoing does not apply to transfers resulting from the transfer of work from one organizational unit to another or from organizational changes such as the combining of two organizational units into one, the movement of functions, operations or activities from one organizational unit to another, the formation of new organizational units by combining functions, operations, or activities previously performed by several organizational units and so forth.

ARTICLE XIX
Layoff and Re-employment

1. **Definitions.** For the purpose of this Agreement the following definitions shall apply:

   a. Classification. A classification is defined as an occupational category having a specific rate or range of pay applicable to all employees performing the same or similar work, or utilizing the same or similar skills, at the same general level. The following are examples of four different classifications: (1) Machinist A, (2) Machinist B, (3) Electronic Technician A, (4) Mechanical Technician A.

   b. Occupational Group. An occupational group is defined as a group of related classifications involving the same or similar skills but at different levels or rates of pay. The following are examples of two different occupational groups, (1) Project Machinist, Machinist A, Machinist B, Machinist C, Machine Shop

Helper A; (2) Project Electronic Technician, Senior Electronic Technician, Electronic Technician A, Electronic Technician B, Electronic Technician C.

c. Organizational Unit. The following types of organizational units are recognized for purposes of this Agreement.

1. Each of the various schools, such as the Schools of Science, Engineering, and Architecture, shall constitute a separate organizational unit. Included within the organizational unit shall be all the academic departments making up the School and all the Laboratories, Centers, and Projects organizationally attached to the departments or to the school itself.

2. Each Laboratory, Center, or Project not organizationally attached to one of the Schools as explained in (1) above separate constitute an organizational unit. Examples of such organizational units are: Francis Bitter Magnet Laboratory; Lincoln Laboratory; Research Laboratory for Electronics.

3. The Administrative Departments such as Audio Visual Services and Copy Technology Centers shall constitute collectively a single organizational unit.

2. Organizational Seniority Rights. Employees hired before March 1, 2000, with ten (10) years or more of continuous service with the Institute shall have Institute-wide seniority rights. Campus employees with five (5) but less than ten (10) years of continuous service shall have campus-wide seniority rights. All other employees shall have seniority rights in the organizational units to which they are assigned at the time of layoff, except as specifically provided for elsewhere in this Agreement.

For the purpose of this provision, a campus employee is defined as one who is employed by a department, laboratory, center, project, or other organizational entity located on the campus in Cambridge, and at any sites or field stations organizationally attached thereto. Employees of Lincoln Laboratory, wherever located, are not campus employees.

3. Occupational Seniority Rights. Employees shall have seniority rights only in the occupational group in which they are classified at the time of layoff, except as set forth below:

After receiving a layoff notice advising the employee of his/her rights under this provision, an employee may inform the Human Resources Office within two (2) working days of his/her interest in exercising layoff rights in a different occupational group. If the employee demonstrates that he/she has skill and training in this occupational group, the Human Resources Office shall inform the employee of any vacant jobs in both occupational groups to which the employee might be entitled and identify the jobs held by the least senior employees in these occupational groups against whom the employee might exercise his/her bumping rights. The Human Resources Office will not, however, be required to make a judgment or commitment at this time as to whether the employee has the qualifications and ability to perform any of these jobs at an acceptable level.

The employee shall then notify the Human Resources Office within three (3) working days as to which of the two occupational groups the employee wishes to exercise layoff rights in and shall not be allowed to exercise these rights in any other occupational group.

4. Layoff Procedure. The Institute shall determine the activities, operations, or duties to be discontinued or curtailed and the numbers and classifications of employees to be laid off because of lack of work or funds. The least senior employee in the work unit or in the section, shop, site, or other recognized sub-unit where the reduction is to be affected shall receive the notice of layoff. The employee will have the following rights and must accept the first opportunity or be laid off.

a. Take a vacant job in the employee's classification in his/her work unit to which the employee is entitled in accordance with Article XVIII, Part (4).

b. Take a vacant job in the employee's classification in his/her organizational unit to which the employee is entitled in accordance with Article XVIII, Part (4).

c. Take a vacant job in the employee's classification outside his/her organizational unit to which the employee is entitled in accordance with Article XVIII, Part (4).

d. Displace any less senior employee in his/her classification in the employee's work unit, beginning with the least senior, provided

the employee is qualified and able to perform the work at an acceptable level.

e. In the case of a Lincoln employee, displace any of the three least senior employees in the employee's classification in his/her Division, beginning with the least senior, provided the employee is qualified and able to perform the work at an acceptable level.

f. Displace any of the three least senior employees in the employee's classification in his/her organizational unit, beginning with the least senior, provided the employee is qualified and able to perform the work at an acceptable level.

g. In the case of an employee with campus-wide seniority rights, displace any of the three least senior employees in the employee's classification on the campus, beginning with the least senior, provided the employee is qualified and able to perform the work at an acceptable level.

h. In the case of an employee with Institute-wide seniority, displace any of the three least senior employees in the employee's classification in the Institute beginning with the least senior, provided the employee is qualified and able to perform the work at an acceptable level.

i. Take a vacant job in a lower classification, to which the employee is entitled in accordance with Article XVIII, Part (4).

j. Displace any of the three least senior employees in successively lower classifications in the employee's occupational group, beginning with the least senior, provided he/she is qualified and able to perform the work at an acceptable level: first, in the employee's work unit; second, in the case of a Lincoln employee, in the employee's Division; third, in the employee's organizational unit; fourth, in the case of an employee with campus-wide seniority rights, on the campus; and fifth, the case of an employee with Institute-wide seniority, in the Institute.

k. Be laid off and become subject to re-employment rights.

The employee may substitute the next-least senior employee or employees for any one or more of the three least senior employees whose normal work location is more than fifty (50) miles from the employee's own normal work location. In

addition, the employee will not be required to accept a vacant job at a location more than fifty (50) miles from the employee's normal work location, but will move to the next step in the layoff procedure. Reasonable consideration will be given when the employee receiving the layoff notice asserts that the travel distance involved imposes a hardship.

The rights to vacant jobs set forth in (a), (b), (c), and (i), above, will be exercised before and will take precedence over any rights of employees on the re-employment list to such vacant jobs.

In order to exercise his/her bumping rights under the foregoing, the employee must notify the Institute of his/her intention to do so within two (2) working days after receiving a notice of layoff calling attention to this requirement and to the employee's rights under this Article.

Bumping rights shall be exercised in order of seniority, the most senior employee exercising his/her rights first.

When a department or laboratory does not permit an employee to fill a vacancy or displace another employee under the terms of this Article Part (4), they will set forth their reasons in a memorandum to the Office of Labor Relations. A copy of this statement will be made available to the Union upon request.

5. Wage Rate of Employee Who Bumps Down. An employee who bumps down to a lower classification shall be paid his/her present rate or the maximum rate of the lower classification, whichever is lower.

6. Re-employment Rights. Employees who have been laid off and who had six (6) months or more of service at the time of layoff shall be placed on a re-employment list and considered for re-employment in accordance with their seniority when vacancies in their classifications or in the next lower classifications in their occupational group occur in their organizational units. Such laid off employees shall be given preference over outside applicants for employment, and over employees who have been laid off from other organizational units, provided they are qualified and able to perform the vacant job at an acceptable level.

Employees who have been laid off, and who had one (1) year or more of service at the time of layoff, shall be placed on a re-

employment list and considered for re-employment when vacancies in their classifications or in the next lower classifications in their occupational group occur anywhere in the Institute. Such laid off employees shall be given preference over outside applicants for employment, provided they are qualified and able to perform the vacant job at an acceptable level, but the Institute shall not be obligated to consider them in order of their seniority for vacancies occurring outside their organizational units.

Employees who have been laid off, and who had two (2) or more years of service at the time of layoff, shall be placed on a re-employment list and considered for re-employment in accordance with their seniority when vacancies in their classifications or in the next lower classifications in their occupational group occur anywhere in the Institute.

Such laid off employees shall be given preference over outside applicants for employment provided they are qualified and able to perform the vacant job at an acceptable level. They shall not, however, have preference over employees who have been laid off from the organizational unit where the vacancy occurs, unless they have had ten (10) years or more of continuous service with the Institute at the time of layoff.

7. **Re-employment Lists.** Once an employee has refused an offer of a job comparable to the one which he/she held immediately prior to the layoff or has failed to reply to a notice of job opportunity within thirty (30) calendar days or has declined a job opportunity, the employee's name shall be removed from the seniority list and re-employment lists. An employee shall otherwise remain on the list for one (1) year. At the end of one (1) year, the employee shall be sent a registered letter asking if he/she wishes to remain on the list. If the employee so indicates, his/her name shall be kept on the list for an additional year. If no reply is received within thirty (30) calendar days, the employee's name shall be removed. Exceptions to this paragraph shall be made when employees are in military service.

8. **Notice of Job Opportunities.** Under Part 7 of this Article, notice shall be sent by registered mail to the laid off employee's last known address. The employee shall be passed over unless he/she (a) accepts the opportunity within two (2) days after receiving it,

or in any event within one (1) week after the date of the notice and (b) reports for work within one (1) week or on the date specified in the offer, whichever is later.

9. **Status of Laid-Off Employees.** Employees who have been laid off will continue to accrue seniority while they are on the re-employment list. They will not be eligible for vacation, holiday, sick leave, funeral leave, jury duty, military leave, or other leave or pay provided under this Agreement for employees in active work status, nor will they be eligible to participate in the pension, group life insurance, Blue Cross-Blue Shield, or other benefit plans except as provided below.

   a. **Continuation of Medical Coverage.** Laid-off employees will be allowed to continue their participation in their Medical and Dental Plans, at the applicable group rates in accordance with the following schedule:

– Less than one year of continuous service full-time service	one month
– One year but less than ten years of continuous service	two months
– Ten years but less than fifteen years of continuous service	five months
– Fifteen years but less than twenty years	eight months
– Twenty years or more	eleven months

   a. **Vacation.** Employees who are recalled to work from the re-employment list will retain credit for prior service for purposes of determining eligibility for vacations. Employees who have been laid off and removed from the re-employment list and who are subsequently rehired will receive credit for prior service less one year for each year, or part thereof, that has passed since they were removed from the re-employment list.

   b. **Sick Leave.** Employees who are recalled to work from the re-employment list will have their prior sick leave credit restored.

   c. **Pension and Group Insurance.** Such employees will also retain credit for prior service for purposes of determining eligibility to participate in the pension and group insurance plans. At the time of layoff, they will be given the option of withdrawing their

contributions or leaving them in the pension fund while they are on the re-employment list. In the latter case, the Institute will leave its contributions in the fund during this period, but no contributions shall be made by the employee or the Institute.

Note: See Appendix E for rights of Part-Time Employees.

ARTICLE XX
Demotion and Discipline

No employee shall be demoted, discharged, or otherwise disciplined without just and proper cause.

ARTICLE XXI
Performance of Bargaining Unit Work by Supervisors

1. Bargaining unit work shall not be performed by supervisory employees except in cases of emergency or for the purpose of training or instruction.
2. This provision is not intended to limit in any way the type or amount of work that may be performed by Staff members.

ARTICLE XXII
Discrimination

The Institute, its supervisors, or other agents of the Institute shall not discriminate against any employee because of the employee's membership in the Union or because the employee is acting as an Officer or Representative of the Union or against any employee because of the exercise of his/her rights under this Agreement.

ARTICLE XXIII
Continuation of Existing Benefit Plans

Section 1: The Institute agrees to continue in force and effect during the contract term the existing life insurance plan and retirement plan in accordance with the terms of the Memorandum of Agreement dated June 2, 2017. In addition to other available remedies, an employee may present a claim relating to his/her eligibility for a pension and the terms and amount thereof for determination under the grievance and arbitration procedures of this Agreement.

Section 2: Tuition Assistance. The booklet "Tuition Assistance Plan for

Employees," dated January 1990, as amended by the Memorandum of Agreement dated December 31, 1997, sets forth the policies governing tuition assistance.

Section 3: Portable Childcare Subsidy. RDTEU members covered by this Agreement will be eligible for the Portable Child Care Subsidy Program under the terms detailed in the annual Open Enrollment informational materials and plan documents.

The Institute reserves all rights to make changes or suspend the Portable Child Care Subsidy Program. However, the Institute agrees that the Institute will offer RDTEU members the option to participate in the Portable Child Care Subsidy Program for so long as it is offered to non-represented support and administrative staff and under the same terms and conditions as it allows non-represented support and administrative staff to participate in the plan.

The Parties agree that eligibility, program rules, and the benefit subsidy amounts are defined by MIT and denial of benefits will occur if eligibility requirements are not met. Disputes related to denials will be resolved through the plan administrator.

ARTICLE XXIV
Medical and Dental Plans

For calendar year 2020, the Institute will contribute at least 66.7% of the cost of the highest enrolled health plan (measured based on enrollment of the entire MIT benefits-eligible active employee population). For the remaining health plan(s) offered by the Institute, MIT will contribute a dollar amount not less than the dollar amount MIT pays toward the highest enrolled option (above).

For calendar years 2021 and 2022, the Institute will continue to contribute in accordance with the formula above unless any MIT health plan becomes subject to an excise tax based on total cost of the premium (commonly referred to as the Cadillac Tax). In such a case, the Institute may, by written notice to the union, reopen the contract to negotiate a different formula or make changes to the design of the health plan(s) subject to the excise tax.

MIT also reserves the right to introduce other health plan options or plans at any point during the three-year duration of this agreement, which bargaining unit members may elect to participate in on the terms offered at that time by MIT.

For dental insurance, MIT will contribute at least 85% of the premium costs for individual coverage in the Basic Dental Plan and at least 70% of the premium costs for single + spouse, single + child(dren), and full family coverage in the Basic Dental Plan. Employees will pay in incremental costs to buy up to the Comprehensive Dental Plan.

ARTICLE XXV
Use of Contractor Personnel

The following provisions shall govern the engagement of contractor personnel to perform bargaining unit work in classifications covered by the Agreement for temporary periods at Institute facilities in Cambridge, Lexington, and surrounding areas.

1. The Institute will notify the Union, as far as is practical in advance, before bringing in such personnel. The Institute will promptly notify the Union of the names, work locations, and starting dates of such contractor personnel.
2. Contractor personnel will not be brought in if there are qualified bargaining unit employees on layoff who are willing and able to perform the work, nor will they be brought in if this would cause any member of the bargaining unit to be laid off.
3. The upgrading opportunity of bargaining unit employees (as set forth in Article XVIII, Part 2A) will not be diminished by the use of such personnel.
4. Contractor personnel will not be retained on the same job for more than six (6) months. This period will not be extended where one contractor employee is substituted for another on the same job. An extension may be agreed to by the parties.
5. This Article does not apply to outside personnel working at the Institute's facilities for the purpose of training as required by the sponsoring agency.

The Memorandum of Agreement signed by the parties dated July 28, 1983 amended this Article and is hereby incorporated by reference and made a part of the Agreement.

ARTICLE XXVI
Purposefully Left Blank

ARTICLE XXVII
Effective Date and Termination

This Agreement shall become effective the first pay period of July 1, 2023 and continue in full force until June 30, 2026 and thereafter from year to year unless terminated by notice in writing given by either party to the other not less than sixty (60) days prior to the expiration of the above stated contract period or any subsequent year to the existence of this Agreement.

Any notice required by this Agreement may be sufficiently given by written notice delivered or mailed by registered mail to the Manager of Labor Relations and to the President of the Union.

IN WITNESS WHEREOF the parties hereunto set their hands and seals, by their duly authorized officers, on the day and year first above written. In the presence of:

Massachusetts Institute of Technology

Ahsan Ali
Jennifer Springer
Ellen McClintock
Nancy R. Gath
Ilene Benghiat
Mariucy Tejada
Connor Paydos
Keith A. Kun
Marco Gomes
Christopher Way
Alice Knipfing
Heidi M. Demers
Derek S. Straub
Gerald E. Norton
Salvatore Ieni
David F. Parker

Research, Development, & Technical Employees' Union

William R. Gibbs
John R. Collins
C. Roger Shields
Denise C. Holohan
James Patterson
James P. Morin
Malcom Williams
Aaron Gurney
Alexandre N. Viana

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APPENDIX A

Wage Schedule 2023

Effective July 3, 2023

Classification 2023	Bottom	Step Increment	Top
Technicians			
Project Technician	$47.73	$0.49	$49.52
Senior Technician	$42.07	$0.44	$45.86
Technician A	$36.32	$0.38	$40.46
Technician B	$31.28	$0.33	$35.56
Technician C	$27.01	$0.29	$30.78
Lab Assistant	$24.83	$0.26	$26.55
Inspectors			
Project Inspector	$47.73	$0.49	$49.52
Senior Inspector	$42.07	$0.44	$45.86
Inspector A	$36.32	$0.38	$40.46
Inspector B	$31.28	$0.33	$35.56
Inspector C	$27.01	$0.29	$30.78
Inspector D	$24.83	$0.26	$26.55
Machinist, Mechanic & Related			
Project Machinist/Instrument Maker	$47.73	$0.49	$49.52
Senior Machinist	$42.07	$0.44	$45.86
Machinist A	$36.32	$0.38	$40.46
Machinist B	$31.28	$0.33	$35.56
Machinist C	$27.01	$0.29	$30.77
Shop Helper A	$27.01	$0.29	$30.78
Shop Helper B	$24.83	$0.26	$26.55
Project Mechanic	$47.73	$0.49	$49.52

Classification 2023	Bottom	Step Increment	Top
Senior Mechanic	$42.07	$0.44	$45.85
Mechanic A	$36.32	$0.38	$40.46
Mechanic B	$31.28	$0.33	$35.55
Project Metalsmith	$47.73	$0.49	$49.52
Senior Metalsmith	$42.07	$0.44	$45.86
Metalsmith A	$36.32	$0.38	$40.46
Metalsmith B	$31.28	$0.33	$35.56
Project Welder	$47.73	$0.49	$49.52
Senior Welder	$42.07	$0.44	$45.86
Welder A	$36.32	$0.38	$40.46
Welder B	$31.28	$0.33	$35.55
Senior Aircraft Mechanic	$48.71	$0.51	$52.96
General Aircraft Mechanic	$42.36	$0.45	$46.80
Junior Aircraft Mechanic	$38.35	$0.39	$40.46
Glassblower A	$44.41	$0.49	$53.29
Glassblower B	$36.81	$0.40	$42.77
Glassblower C	$33.84	$0.35	$36.08
Graphic Arts, Photographers and Related			
Project Reproduction Worker	$42.07	$0.45	$48.61
Senior Reproduction Worker	$36.63	$0.39	$40.46
Reproduction Worker A	$31.28	$0.34	$35.93
Reproduction Worker B	$27.01	$0.29	$30.78
Copy Tech A	$27.01	$0.29	$30.78
Copy Tech B	$24.83	$0.26	$26.55

Classification 2023	Bottom	Step Increment	Top
Photographer			
Project Photographer	$47.74	$0.49	$49.52
Senior Photographer	$39.75	$0.44	$48.04
Photographer A	$31.28	$0.35	$38.25
Photographer B	$27.01	$0.29	$30.77
A/V			
Project A/V Specialist	$47.74	$0.49	$49.52
Senior A/V Specialist	$44.41	$0.45	$45.78
A/V Specialist	$40.78	$0.42	$42.77
A/V Operator A	$36.32	$0.39	$40.76
A/V Operator B	$31.28	$0.33	$35.56
A/V Operator C	$27.01	$0.29	$30.77
Stock Clerk			
Senior Stock Clerk AA	$38.35	$0.39	$40.46
Senior Stock Clerk	$31.84	$0.35	$37.93
Stock Clerk	$24.82	$0.28	$31.46
Lab Services			
Laboratory Associate	$31.28	$0.33	$35.56
Laboratory Aid	$24.82	$0.28	$30.77
Animal Technician	$24.82	$0.32	$38.25
Furniture Assembler, Installer, Upholsterer & Service Worker	$34.16	$0.38	$41.63
Furniture Assembler, Installer & Service Worker	$31.64	$0.34	$37.31
Truck Driver	$33.25	$0.35	$35.99
Driver Utility	$31.92	$0.33	$34.58

Classification 2023	Bottom	Step Increment	Top
Utility Worker	$30.58	$0.32	$33.13
Driver	$31.88	$0.33	$34.65
NU Coop**	$27.35	$0.29	$30.04

* Newly hired Assistant Animal Technicians that are not certified will be hired at 85% ($21.10) of the bottom rate.

** The Union recognizes that NU Coop students in the bargaining unit are not eligible for benefits through MIT.

Wage Schedule 2024

Effective July 1, 2024

Classification 2024	Bottom	Step Increment	Top
Technicians			
Project Technician	$49.17	$0.50	$51.01
Senior Technician	$43.33	$0.45	$47.23
Technician A	$37.41	$0.40	$41.67
Technician B	$32.22	$0.34	$36.63
Technician C	$27.82	$0.30	$31.70
Lab Assistant	$25.57	$0.26	$27.35
Inspectors			
Project Inspector	$49.17	$0.50	$51.01
Senior Inspector	$43.33	$0.45	$47.23
Inspector A	$37.41	$0.40	$41.67
Inspector B	$32.22	$0.34	$36.63
Inspector C	$27.82	$0.30	$31.70
Inspector D	$25.57	$0.26	$27.35
Machinist, Mechanic & Related			

Classification 2024	Bottom	Step Increment	Top
Project Machinist/Instrument Maker	$49.17	$0.50	$51.01
Senior Machinist	$43.33	$0.45	$47.23
Machinist A	$37.41	$0.40	$41.67
Machinist B	$32.22	$0.34	$36.63
Machinist C	$27.82	$0.30	$31.69
Shop Helper A	$27.82	$0.30	$31.70
Shop Helper B	$25.57	$0.26	$27.35
Project Mechanic	$49.17	$0.50	$51.01
Senior Mechanic	$43.33	$0.45	$47.22
Mechanic A	$37.41	$0.40	$41.67
Mechanic B	$32.22	$0.34	$36.62
Project Metalsmith	$49.17	$0.50	$51.01
Senior Metalsmith	$43.33	$0.45	$47.23
Metalsmith A	$37.41	$0.40	$41.67
Metalsmith B	$32.22	$0.34	$36.63
Project Welder	$49.17	$0.50	$51.01
Senior Welder	$43.33	$0.45	$47.23
Welder A	$37.41	$0.40	$41.67
Welder B	$32.22	$0.34	$36.62
Senior Aircraft Mechanic	$50.17	$0.52	$54.55
General Aircraft Mechanic	$43.63	$0.46	$48.20
Junior Aircraft Mechanic	$39.50	$0.41	$41.67
Glassblower A	$45.74	$0.50	$54.89
Glassblower B	$37.91	$0.41	$44.05
Glassblower C	$34.85	$0.36	$37.16

Classification 2024	Bottom	Step Increment	Top
Graphic Arts, Photographers and Related			
Project Reproduction Worker	$43.33	$0.47	$50.06
Senior Reproduction Worker	$37.72	$0.40	$41.67
Reproduction Worker A	$32.22	$0.35	$37.01
Reproduction Worker B	$27.82	$0.30	$31.70
Copy Tech A	$27.82	$0.30	$31.70
Copy Tech B	$25.57	$0.26	$27.35
Photographer			
Project Photographer	$49.17	$0.50	$51.00
Senior Photographer	$40.94	$0.45	$49.48
Photographer A	$32.22	$0.36	$39.40
Photographer B	$27.82	$0.30	$31.70
A/V			
Project A/V Specialist	$49.17	$0.50	$51.00
Senior A/V Specialist	$45.74	$0.46	$47.15
A/V Specialist	$42.01	$0.43	$44.05
A/V Operator A	$37.41	$0.40	$41.98
A/V Operator B	$32.22	$0.34	$36.62
A/V Operator C	$27.82	$0.30	$31.70
Stock Clerk			
Senior Stock Clerk AA	$39.50	$0.41	$41.68
Senior Stock Clerk	$32.80	$0.36	$39.07
Stock Clerk	$25.57	$0.29	$32.40
Lab Services			
Laboratory Associate	$32.22	$0.34	$36.62

Classification 2024	Bottom	Step Increment	Top
Laboratory Aid	$25.57	$0.29	$31.70
Animal Technician	$25.57	$0.32	$39.40
Furniture Assembler, Installer, Upholsterer & Service Worker	$35.18	$0.39	$42.88
Furniture Assembler, Installer & Service Worker	$32.59	$0.36	$38.43
Truck Driver	$34.25	$0.36	$37.07
Driver Utility	$32.88	$0.34	$35.61
Utility Worker	$31.50	$0.33	$34.12
Driver	$32.84	$0.34	$35.69
NU Coop**	$28.17	$0.30	$30.94

* Newly hired Assistant Animal Technicians that are not certified will be hired at 85% ($21.73) of the bottom rate.

** The Union recognizes that NU Coop students in the bargaining unit are not eligible for benefits through MIT.

Wage Schedule 2025

Effective June 30, 2025

Classification 2025	Bottom	Step Increment	Top
Technicians			
Project Technician	$50.64	$0.52	$52.54
Senior Technician	$44.63	$0.47	$48.65
Technician A	$38.53	$0.41	$42.92
Technician B	$33.18	$0.35	$37.73
Technician C	$28.65	$0.31	$32.65
Lab Assistant	$26.34	$0.27	$28.17

Classification 2025	Bottom	Step Increment	Top
Inspectors			
Project Inspector	$50.64	$0.52	$52.54
Senior Inspector	$44.63	$0.47	$48.65
Inspector A	$38.53	$0.41	$42.92
Inspector B	$33.18	$0.35	$37.73
Inspector C	$28.65	$0.31	$32.65
Inspector D	$26.34	$0.27	$28.17
Machinist, Mechanic & Related			
Project Machinist/Instrument Maker	$50.64	$0.52	$52.54
Senior Machinist	$44.63	$0.47	$48.65
Machinist A	$38.53	$0.41	$42.92
Machinist B	$33.18	$0.35	$37.73
Machinist C	$28.65	$0.31	$32.64
Shop Helper A	$28.65	$0.31	$32.65
Shop Helper B	$26.34	$0.27	$28.17
Project Mechanic	$50.64	$0.52	$52.54
Senior Mechanic	$44.63	$0.47	$48.64
Mechanic A	$38.53	$0.41	$42.92
Mechanic B	$33.18	$0.35	$37.71
Project Metalsmith	$50.64	$0.52	$52.54
Senior Metalsmith	$44.63	$0.47	$48.65
Metalsmith A	$38.53	$0.41	$42.92
Metalsmith B	$33.18	$0.35	$37.73
Project Welder	$50.64	$0.52	$52.54
Senior Welder	$44.63	$0.47	$48.65
Welder A	$38.53	$0.41	$42.92

Classification 2025	Bottom	Step Increment	Top
Welder B	$33.18	$0.35	$37.71
Senior Aircraft Mechanic	$51.68	$0.54	$56.19
General Aircraft Mechanic	$44.93	$0.47	$49.65
Junior Aircraft Mechanic	$40.69	$0.42	$42.92
Glassblower A	$47.12	$0.52	$56.54
Glassblower B	$39.05	$0.42	$45.38
Glassblower C	$35.90	$0.37	$38.28
Graphic Arts, Photographers and Related			
Project Reproduction Worker	$44.63	$0.48	$51.57
Senior Reproduction Worker	$38.86	$0.41	$42.92
Reproduction Worker A	$33.18	$0.36	$38.12
Reproduction Worker B	$28.65	$0.31	$32.65
Copy Tech A	$28.65	$0.31	$32.65
Copy Tech B	$26.34	$0.27	$28.17
Photographer			
Project Photographer	$50.65	$0.52	$52.53
Senior Photographer	$42.17	$0.47	$50.97
Photographer A	$33.19	$0.37	$40.58
Photographer B	$28.66	$0.31	$32.65
A/V			
Project A/V Specialist	$50.65	$0.52	$52.53
Senior A/V Specialist	$47.11	$0.48	$48.57
A/V Specialist	$43.27	$0.44	$45.37
A/V Operator A	$38.53	$0.41	$43.24
A/V Operator B	$33.19	$0.35	$37.72

Classification 2025	Bottom	Step Increment	Top
A/V Operator C	$28.66	$0.31	$32.65
Stock Clerk			
Senior Stock Clerk AA	$40.69	$0.42	$42.93
Senior Stock Clerk	$33.78	$0.37	$40.24
Stock Clerk	$26.33	$0.30	$33.38
Lab Services			
Laboratory Associate	$33.19	$0.35	$37.72
Laboratory Aid	$26.33	$0.29	$32.65
Animal Technician	$26.33	$0.33	$40.58
Furniture Assembler, Installer, Upholsterer & Service Worker	$36.24	$0.40	$44.17
Furniture Assembler, Installer & Service Worker	$33.57	$0.37	$39.58
Truck Driver	$35.28	$0.37	$38.18
Driver Utility	$33.86	$0.35	$36.68
Utility Worker	$32.45	$0.34	$35.14
Driver	$33.82	$0.35	$36.76
NU Coop**	$29.02	$0.30	$31.87

* Newly hired Assistant Animal Technicians that are not certified will be hired at 85% ($22.38) of the bottom rate.

** The Union recognizes that NU Coop students in the bargaining unit are not eligible for benefits through MIT.

APPENDIX B

Serious Illness Reduced Pay (SRIP)

Eligibility: Employees who cannot work due to their own Serious Health Condition become eligible upon hire for Serious Illness Reduced Pay.

Benefits:

Amount of Pay and Choice of Payments; Length of Leave.

i. During the period of absence, SIRP is paid at the greater of: 80% of the employee's normal pay; or the amount payable to the employee under the State Formula Rate. Payment of 80% of the employee's normal pay will normally be the greater amount, except in some unusual cases, such as where an employee has had a recent reduction in hours or percent effort.

ii. An employee who cannot work due to a Serious Health Condition may choose to be paid from their accrued Sick Time for the entire leave, to be paid SIRP for the entire leave, or to use part of their accrued Sick Time and then be paid SIRP for the remainder of the leave. An employee may begin a leave using their accrued Sick Time and then switch to SIRP at any time during a leave. However, once an employee begins to use SIRP, they cannot switch to Sick Time for the same leave.

iii. SIRP may be taken intermittently when medically necessary, in increments of at least 15 minutes. The employee must attempt to work out an intermittent leave schedule that meets their needs without unduly disrupting MIT's operations, subject to the approval of their Healthcare Provider.

iv. The maximum time for a leave due to a Serious Health condition, whether paid by Sick or SIRP (or both), is 26 weeks in a 52-week period.

v. Employees are expected to comply with the notification and documentation requirements referenced above when using SIRP and Sick Time.

Benefits will only be paid for those days on which the employee

a. is under the care of and is absent on the advice of a legally qualified physician, and

b. is not performing work for compensation or profit.

The Institute may require evidence of disability before commencing payments and may from time to time require additional evidence as a condition for continuing such payments, including examination by a physician appointed by the Institute. The Institute may require that employees submit such documentation to a third-party vendor to manage leave administration.

APPENDIX C

Classification Grievances

Any grievance between the employees and the Institute concerning the interpretation and application of Article XVIII, Parts 2 and 3, that is not settled at Step 2 of the grievance procedure may be referred to a Joint Classification Committee consisting of three members appointed by the Institute and three members appointed by the Union.

The Union may initiate a Step 2A meeting by written request submitted within five (5) days after receipt of the Institute's answer in Step 2. The meeting will be held within fifteen (15) working days after being requested, unless the time is extended by mutual agreement.

The 2A grievances will be held in chronological order, with the oldest first unless otherwise agreed by the Joint Classification Committee. The answer to Step 2A grievances will be given by the Office of Labor Relations in writing within ten (10) days after the meeting.

If settlement is not reached in Step 2A, then either party may, by written notice to the other, demand that the grievance be submitted to arbitration, provided that such notice is given within thirty (30) days after the Institute has given its answer to Step 2A. If neither party requests arbitration within the prescribed thirty (30) days, the grievance shall be considered dropped.

Two Arbitrators selected by the parties will serve as Arbitrators for Step 2A cases. Either Arbitrator, acting independently, may be assigned to hear a case and will give his written award within thirty (30) days. The Arbitrator assigned has no obligations to discuss the case with the other Arbitrator. The decision of the Arbitrator is final and binding except that the Arbitrator shall have no authority to add to, subtract from, change, or disregard any of the terms or provisions of the Agreement.

In the event of the inability of either or both of the Arbitrators to

continue to serve, the Union and the Institute will attempt to agree on a replacement. If the parties cannot agree, the replacement will be selected through the procedures of the American Arbitration Association. The fees and expenses of the Arbitrators will be shared equally by the Institute and the Union.

The Joint Classification Committee will meet at regular intervals to discuss and consider possible improvements in promotional procedures, classification descriptions, and other aspects of the classification program.

The Arbitrators may give the committee such advice, opinions, or recommendations with respect to these matters as they deem appropriate. These recommendations will not be given in writing and will not be binding upon the parties. Any conclusions reached by the Joint Classification Committee will be submitted as joint recommendations to the Institute and the Union, but will not be binding upon either party.

The Arbitrators will be encouraged to gain a broad understanding of the classification issue through visits to work sites, examination of classification records and statistics, discussion with the Institute and Union representatives, and other appropriate means and will be extended such access and facilities as are necessary to this end.

The "Joint Classification Understanding" signed by the Institute and Union on November 21, 1972 is made a part of the Agreement by reference.

APPENDIX D

Children's Scholarships

Employees' children who are accepted as full-time undergraduate students at MIT will be entitled to full tuition per academic year for four years.

APPENDIX E

Conditions of Employment for Part-Time Employees

Definition of Part-Time Employment. Employees who regularly work twenty (20) hours or more, but less than forty (40) hours shall be known as part-time employees.

Seniority. A separate part-time seniority list will be maintained.

Layoff Notice. For part-time employees, the terms of Article X apply except that, to be eligible, a part-time employee must have two years of continuous employment.

Layoff and Re-employment. Part-time employees with at least two (2) years of continuous service shall have the following:

Part-time employees may only exercise their layoff rights against other part-time employees and/or on part-time vacancies. Within these limits, part-time employees will have the same rights and obligations as spelled out for full-time employees under Article XVIII, Section 3, and Article XIX, as it pertains to layoff. The regular work schedule at the time of layoff shall determine whether an employee is part-time for purposes of eligibility for layoff rights and obligations.

An employee with continuous service who has worked both part-time and full-time shall have seniority equal to the sum of part-time seniority as defined above and his/her full-time seniority.

An employee who has exhausted all of his/her part-time rights and has accumulated a total of five (5) years of continuous service of part-time and/or full-time service combined will have the right, if the employee chooses, to bump within his/her classification and organizational unit one of the three least senior full-time employees beginning with the least senior in his/her classification for which he/she is qualified and able to perform the work at an acceptable level. If the employee chooses not to bump a full-time person or is unsuccessful at bumping, then they will be placed on the part-time recall list.

Full-time employees may only exercise layoff rights against full-time employees and/or full-time vacancies, except that after exhausting all their rights as full-time employees they may choose, if they have five (5) years of continuous service, to bump within their classification and organizational unit one of the three least senior part-time employees beginning with the least senior in their classification for which they are qualified and able to perform the work at an acceptable level. If the employee chooses not to bump a part-time person or is unsuccessful at bumping, he/she will be placed on the full-time recall list.

The following paid leave and other benefits are offered to part-time employees.

A. Holidays – Part-time employees receive holiday pay for the number of hours they are normally scheduled to work on the holiday, but only

for holidays falling on regularly scheduled work days.

B. Vacations – Part-time employees become eligible for vacations on the same basis as full-time employees; i.e., three (3) weeks after one (1) year, four (4) weeks after two (2) years, etc., but receive vacation pay according to the number of hours they are normally scheduled to work.

C. Sick Leave is accrued on a proportionate basis according to the number of hours the employees are normally scheduled to work, i.e., an employee who normally works twenty (20) hours per week accrues sick leave at one-half the rate of a full-time employee.

D. Serious Illness Reduced Pay (SIRP) and Long-Term Disability – Part-time employees will be eligible for SIRP and LTD on a pro-rated basis. Part-time employees will be eligible for LTD after completing two (2) years of continuous employment, for periods of disability that commence on or after March 1, 2000.

E. Bereavement Leave, Jury Duty and Military Leave – Part-time employees are paid according to the number of hours they are normally scheduled to work.

F. Life Insurance will be pro-rated according to ERISA.

G. Retirement will be pro-rated according to ERISA.

H. Tuition Assistance will be pro-rated according to the number of hours scheduled to work per week.

I. Health Plan Coverage is offered on the same basis, at the same rates as for full-time employees.

J. Worker's Compensation – Same as Article XIII, pro-rated accordingly.

K. Children's Scholarship – Same as Appendix D, pro-rated accordingly.

L. Personal Day – Part-time employees will be allowed four (4) hours per year as a personal day in lieu of sick leave. If not used, this personal time reverts to sick leave. A three (3) day notice is required unless a personal emergency exists. The personal time will be taken in a one (1) hour block of time only. Employees will be eligible at the completion of one (1) year of employment.

The above is the limit and extent to which benefits are offered to

part-time employees.

The foregoing updates and supersedes the December 1958 part-time employee Memorandum of Understanding of the parties.

APPENDIX F

Memorandum of Agreement

MASSACHUSETTS INSTITUTE OF TECHNOLOGY ("Institute") and THE RESEARCH, DEVELOPMENT AND TECHNICAL EMPLOYEES' UNION ("RDTEU")

The Research, Development, and Technical Employees' Union (The Union) and the Massachusetts Institute of Technology ("The Institute") agree to amend the current collective bargaining agreement between the parties, which expired on June 30, 2023, pending ratification by the Union membership as follows;

1. **Term of Agreement:** The term of the Agreement shall be for three years, July 1, 2023 to June 30, 2026;
2. **Wages:** Subject to the membership ratifying this Agreement on or before August 23, 2023,

   • **4.50%** Across the Board Increases on or around July 1, 2023

   • **3.00%** Across the Board Increases on or around July 1, 2024

   • **3.00%** Across the Board Increases on or around July 1, 2025

   • **A one-time lump sum stipend payment of $500** to be paid out to all bargaining unit members hired on or before July 31, 2023, and who remain employed at the time the payment is processed (not to exceed 4 weeks from the date of ratification)

   • Article XVIII, Promotions, Transfers, Vacancies, and Merit Increases, Section 6 – Merit Increases,

   i. Effective June 30, 2003, one merit step will be equal to one percentage point of the applicable wage (that is, mid- point of the range). Additionally, during the spring of ~~2020, 2021, 2022~~ ***2023, 2024, and 2025***, the Institute shall review the performance of all employees who were on the payroll on April 15. Each such employee who has demonstrated satisfactory performance during the year shall receive a one step increase effective on or about June

30, of each contract year, subject to the limits of the rate range established for this classification, unless the employee has been reclassified with an increase during the period from April 15 to the effective date of the Merit Increase Review. An employee's performance shall be considered satisfactory for this purpose if he/she has exercised the skills and discharged effectively the responsibilities normally expected of his/her classification.

Employees who have satisfactorily performed their work during the normal merit review period, have 20 years of service, and have been at the top of his/her classification for two years shall receive a 1% (one step) increase as a skill increment on or about June 30, ***2023*** ~~2020~~. Employees who meet these requirements at a later date during the term of the Agreement shall receive this skill increment on or about June 30, ~~2021~~ ***2024*** or June 30, ***2025*** ~~2022~~, as applicable.

3. For the term of this 2023-2026 CBA, the Institute agrees that it will meet and discuss how any new Institute wide Health and Wellness benefits may apply to bargaining unit members. [Not to be included in the CBA, but will be included in the successor MOA and added as an addendum to the CBA]

Article References: Article references are to the Agreement between the parties which expired on June 30, 2023 unless otherwise noted.

4. Add a new section to Appendix F, Portable Childcare Subsidy

1. RDTEU members covered by this Agreement will be eligible for the Portable Child Care Subsidy Program under the terms detailed in the annual Open Enrollment informational materials and plan documents.

2. The Institute reserves all rights to make changes or suspend the Portable Child Care Subsidy Program. However, the Institute agrees that the Institute will offer RDTEU members the option to participate in the Portable Child Care Subsidy Program for so long as it is offered to non-represented support and administrative staff and under the same terms and conditions as it allows non-represented support and administrative staff to participate in the plan.

3. The Parties agree that eligibility, program rules, and the benefit subsidy amounts are defined by MIT and denial of benefits will occur if eligibility requirements are not met. Disputes related to denials will be resolved through the plan administrator.

ARTICLE IV
SETTLEMENT OF GRIEVANCES

The ~~parties shall attempt to agree upon an arbitrator, but if agreement is not reached within three (3) working days, the~~ matter shall be submitted to an arbitrator appointed under the rules of the Labor Relations Connection. The decision of the arbitrator shall be final and binding upon both parties, except that the arbitrator shall have no authority to add to, subtract from, change, or disregard any of the terms or provisions of this Agreement. The decision of the arbitrator shall be ~~null and void if not~~ rendered within sixty (60) days after the completion of the arbitration hearing, unless the parties mutually agree on an extension of the time. The arbitrator's fees and expenses shall be shared equally by the Institute and the Union.

SIRP AND PFMLA CHANGES

(see attachment A, incorporated by reference into this Agreement)

ARTICLE V
PARAGRAPH 11

Designated Hoisting Machinery Safety Program Person/Boom Crane Operator–Haystack Observatory. ~~During the life of this contract period only, July 1, 2020–June 30, 2023,~~ Bargaining unit members at Haystack, designated by the Institute, will receive a differential of $0.50 per hour for maintaining the necessary license, and completing the necessary continuing education, to operate a Boom Crane. This differential shall be applied to the employee's pay after all other differentials are applied and shall not be considered compensation for benefits purposes.

ARTICLE V
SECTION 12

Wastewater License Renewal. ~~During the life of this contract period only, July 3, 2017–June 30, 2020,~~ Bargaining unit employees who are required to possess a Wastewater Treatment Plant Operators license from the Massachusetts Department of Environmental Protection will

be reimbursed for the cost of such license.

ARTICLE V
SECTION 15

Safety Shoes. Effective ***[date of ratification – August 16, 2023]*** ~~July 3~~, ~~2017~~, the allowance for safety shoes is increased to a maximum of up to $170.00~~150.00~~ reimbursement per year, maximum of $340 ~~$280.00~~ for any two-year period.

The parties agree to meet and discuss the following matters following contract ratification (reference not to be included in the parties' CBA),

a. Wage Rate Classification Discussion [on] $0.01" (no retroactive corrections)

b. Merit Increase Discussion

c. Review and discuss Article I Recognition clause

d. Create New Classification above Project. Classification to be discussed.

e. Children's Scholarship Plan discussion

f. Job Posting Discussion

g. RDTEU Apprentice Program" – The Institute is willing to discuss a "union pipeline" program.

h. Discuss Union Positions

i. Maker Space (Morning Side Academy) discussion

j. straight- 8 discussion

k. Animal Care Technician wage structure as it pertains to members below the bottom rate.

ARTICLE VI
HOLIDAY AND HOLIDAY PAY

Recognized Holidays. The following shall be recognized as holidays for all employees:

New Year's Day	Independence Day
M.L. King's Birthday	Labor Day

Presidents' Day	~~Columbus Day~~ Indigenous Peoples Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day

The Institute will guarantee a ~~12th~~ ***13th*** holiday each calendar year with the day celebrated to be announced by the Institute.

ARTICLE XXVI
EQUAL OPPORTUNITY

Article XXVI, Equal Opportunity will be stuck from the CBA in its entirety and the CBA will read "Article XXVI, [Purposefully Left Blank]" so to maintain current Article numbering.

~~To give emphasis to their intent and desire to comply fully with their obligations under existing applicable laws related to discrimination on the basis of race, color, sex, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, ancestry, or national or ethnic origin, the parties hereby agree to incorporate these obligations as part of this Agreement.~~

ARTICLE VI
HOLIDAY AND HOLIDAY PAY

[New Section 5] **Winter Break and Special Holiday Closings.** MIT observes a Winter Break each year at year end with the exact days announced each year. The Institute may elect to reduce workhours in full or in part during Winter Break and may reduce work hours in full or partial day increments. The Institute has sole discretion in determining which hours or days, if any, will be reduced.

From time to time the Institute may close to observe some special occasion, such as a half day or full day before or after a recognized Institute holiday. Those days are treated as Special Holiday Closings. The Institute has sole discretion in determining which hours or days will be designated as Special Holiday Closings, if any.

If the Institution elects to reduce workhours due to Winter Break and/or Special Holiday(s), no employee shall suffer loss of regular pay so long as the employee is paid by the Institute for their last scheduled working day prior to and their first scheduled working day after Winter Break.

If the employee is on authorized leave without pay for a period of not more than one (1) week, the employee shall be paid for Winter Break. A Special Holiday Closing or Winter Break that falls within a period of Serious Illness Reduced Pay, Bonding Leave or any other leave paid at the State Formula Rate under the Paid Family and Medical Leave Act, and any military training duty leave is not paid as a holiday but rather is paid at the rate particular leave.

If the Institute requires certain bargaining unit members (which may include essential and non-essential employees) to work during those particular hours designated as Winter Break and/or Special Holiday, the Institute shall pay those in accordance with MIT Policies.

ARTICLE IX
MILITARY SERVICE

1. Reinstatement. An employee who is drafted for military service, or volunteers for service in any branch of the armed forces of the United States, ***maintains re-employment rights and may receive a pay differential pursuant to Section 4.6, Military Leaves of the Institute's Employment Policy Manual, which the Institute may amended from time to time.*** ~~shall be considered on leave of absence, and shall, upon completion of such services, be reinstated to the employee's former position in accordance with the applicable laws regulating such matters.~~ In the event that it becomes necessary to lay off another employee in order to reinstate such an employee returning from military service, such layoff shall follow the procedures provided in this Agreement.

2. Military Training Duty

a. ***Employees who participate in annual military training duty as members of the United States Armed Forces Reserve or National Guard are granted a military pay differential pursuant to Section 4.6, Military Leaves of the Institute's Employment Policy Manual, which the Institute may amended from time to time.*** ~~Employees of the Institute who participate in annual military training duty of one (1) month or less as members of the Armed Forces Reserves or the National Guard and who have completed one (1) year of continuous service at the time they report for such duty shall be granted a military pay differential for a period of up to two (2) weeks annually. Such military pay differential shall be the amount by which the employee's normal wages for the period, calculated on the basis of a work-week up to a maximum of forty (40) hours, exceeds any pay received for such military training duty. All pay and allowances shall be included in determining military training duty pay.~~

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

ARTICLE V
PARAGRAPH 7

Call-in Pay. Employees who are called in outside of their regularly scheduled hours will be paid at their applicable overtime rate and will receive not less than the equivalent of four (4) hours pay at that rate, except that, when an employee is requested to report in less than two (2) hours before his/her regular starting time and continues to work the regular shift, he/she shall be paid only for actual hours worked. This paragraph shall not apply to planned overtime of which the employee is given advance notice.

If the employee is required to make an extra round trip to and from the Institute, the travel time will be counted as time worked and mileage will be paid at the then current Institute rate per mile. Travel time will be included as part of the call-in period and will not result in an increase in call-in pay unless the total work and travel time exceeds four (4) hours.

Bargaining unit employees who receive a telephone call at home from MIT personnel regarding a management-approved work matter and who talk by telephone with MIT personnel will receive not less than one (1) hour pay, at their overtime rate if applicable.

Bargaining unit employees who receive and then respond to a text message(s) regarding a management-approved work matter, or are otherwise directed by MIT management to conduct work on an electronic device, will be paid for such time actually worked in 15-minute increments, rounded to the nearest interval. All time in a

pay day shall be reasonably cumulated. Overtime rates, if applicable will apply. Call-in requests, and time spent on de-minimums activities, i.e. 7 minutes or less, will not be compensated.

ARTICLE XVIII
PROMOTIONS, TRANSFERS, VACANCIES, AND MERIT INCREASES

Section 7, Temporary Assignments, add a new paragraph

a. Lead Animal Care Technicians in the Department of Comparative Medicine who are responsible for coordinating the work flow for a particular building, serving as a liaison between the animal facility and the Facilities Manager regarding all matters concerning the operation of the facility, ordering and verifying of supplies, and ensuring that necessary paperwork connected with animal care is completed, shall receive $1.00 for all hours worked while assigned as a Lead Animal Care Technicians.

[the parties agree that by adding this language to the CBA that they are not altering the current practice of Lead Animal Care Technicians]

Dated: **July 31, 2023**

ATTACHMENT A: SIRP CHANGES
ARTILCE VII, VACATIONS AND VACATION PAY

5. Vacation Accrual During Industrial Accident and ~~Extended Illness Leave~~ Serious Illness Reduced Pay. Employees on leave because of industrial accidents will accrue vacation at the normal rate as provided in 1 above, for a period of absence up to, but not exceeding, one year.

Employees on ***serious illness reduced pay (SIRP)*** ~~extended illness~~ will accrue vacation at the ~~rate of 60% of the~~ normal rate.

ARTICLE VIII, SICK LEAVE AND EXTENDED DISABILITY SERIOUS ILLNESS REDUCED PAY (SIRP)

1. ~~Accrual. Regular employees with more than six (6) months of continuous service will be credited with twelve (12) days of sick leave on the anniversary date (date of hire), in addition to the unused sick leave standing to their credit at the end of the previous year.~~ ***All new hires will be awarded twelve (12) days of Sick Leave. After one year of service, employees will begin to accrue one (1) day of Sick Leave per month.*** The maximum accrued credit at any one time shall be three hundred fifty-six (356) days.

~~New employees will be credited with one (1) day of sick leave upon the completion of each of the first six (6) months of employment. Upon the completion of six (6) months of continuous employment a new employee will be credited with an additional day for each month, or major portion thereof, remaining in his/her sick leave year.~~

2. Payment. Subject to the above provisions, accrued sick leave will be paid at straight-time rates not to exceed eight (8) hours for any regularly scheduled work day or forty (40) hours for any payroll week, plus any applicable shift differential.

3. Absence Due to Extended Illness Serious Illness. An employee who has exhausted his or her accrued sick leave and who meets the specified service requirements is Employees are eligible for extended illness payment at 75% 80% of his or her regular base pay, up to a total of 26 weeks of payments overall, in accordance with the provisions of Appendix B of this Agreement. The Institute may in its discretion make payments in addition to those provided under this Appendix, either in amount or duration, but its action in doing so will not be considered establishing a precedent and its decision will not be subject to arbitration.

There will be no sick leave earned or credited during periods of absences for extended illness, industrial accident and leave without pay. Sick leave credit will not accrue during unpaid leaves of absences be reduced at the rate of one day for each twenty- two working days of such absence during the year immediately prior to the eligibility date. These three types of absences will be treated separately for this purpose. This provision will not be applicable to sick leave when a Union Officer (President, Vice President, Treasurer and Secretary) or Executive Board Member is on leave without pay in accordance with Part 2 of Article IV, Settlement of Grievances. Sick Time continues to accrue at the employee's normal rate during Sick Time, SIRP, and any leave paid at the State Formula Rate under the PFMLA.

4. Use of Sick Time. Sick leave may not be used for any purpose except illness of the employee; up to forty (40) hours of sick leave, from an employee's sick leave balance may be used to care for a

sick child, spouse, mother, father, mother-in-law, father- law, or member of the household. Unless the illness is certified by the Institute Medical Department, the Institute reserves the right to require a doctor's certificate in cases of absence on sick leave or under the extended disability plan.

Parental Leave. Upon hire, employees ~~who have been employed by MIT for at least one year~~ are eligible for up to twenty (20) days of Paid Parental Leave. Employees may take this Paid Parental Leave for the birth of a child, adoption of a child under the age of eighteen (or a child under the age of twenty-three if the child is mentally or physically disabled), or the placement of child pursuant to a court order. The twenty (20) paid days of Paid Parental Leave ***and any Bonding Leave*** must be taken within ***twelve (12)*** ~~six (6)~~ months of the child's birth, adoption, or placement with the employee. The leave may be taken consecutively or intermittently and may be taken in one hour increments. ***Employees are eligible for up to 8 weeks Bonding Leave at the State Formula in addition to 20 days of Paid Parental Leave (12 weeks total). Employees must use Paid Parental Leave before taking Bonding Leave paid at the State Formula.*** Paid Parental Leave and Bonding Leave will run concurrently with leave under the Family and Medical Leave Act and all MIT policies and procedures for requesting, documenting, qualifying for, and approving family and medical leaves will apply.

5. Notification. In order to be entitled to sick leave, an employee must notify his/her supervisor/manager on or before the beginning of the shift unless impracticable; and in all cases, by the end of the first day of absence due to sickness. The employee must inform the supervisor/manager as closely as possible when the employee expects to return to work. In cases of prolonged illness, the employee must keep his/her supervisor reasonably informed. The Institute will not be obligated to make extended illness payments covering any period prior to the time that notice of the disability is given to the supervisor.

6. Disabled Veterans. Disabled veterans required by the Veterans Administration to report for ~~physical examinations~~ ***Compensation and Pension (C&P) exams*** shall be granted reasonable time off without loss of pay for such examinations.

7. Physical Examination. Employees who are sick for more than a week (i.e., more than five working days) must be cleared by their treating medical professional or the Institute Medical Department on return to work if the Institute so requires. Time spent in taking such required physical examination or tests will be counted as time worked unless taken during a period of paid absence.

8. Laid Off Employees. Employees who have been laid off and re- employed shall have sick leave rights as set forth in Article XIX, Part (9).

9. Permanent and Total Disability Plan. Employees with one (1) or more years of full-time service who become permanently and totally disabled may be eligible for the following benefits which are provided under the Permanent and Total Disability Plan as described in Appendix B.

a. A monthly income equal to 60% per month of base earnings at the time of disability, up to a maximum benefit of $6000 per month.

This income will include the primary social security benefit, payments (if any) from Worker's Compensation and similar legislation, and any other payments resulting from employment with the Institute.

b. Continuation, at no cost to the employee, of Health Insurance, Group Life Insurance coverage, and the benefits of the MIT Retirement Plan (Basic plus employee 5.0% contribution to supplemental plus the Institute's corresponding match).

Details as to the eligibility for and coverage of this Plan are set forth in the complete statement of the Plan which is incorporated by reference in this Agreement.

~~10.~~ Payment of Unused Sick Leave at Retirement. Retiring employees who have a minimum of three hundred and twenty-five (325) hours of unused sick leave to their credit on their normal or early retirement date, as the case may be, will be paid at their regular straight-time rates for 65% of the total hours credited. ~~Sick leave credit will be computed as follows for the purpose of this provision:~~

~~**a.** The total hours standing to the employee's credit at the end of his/her sick leave year preceding the year in which the employee retires, plus~~

~~**b.** One day of sick leave credit for each month of service during the year in which the employee retires, less~~

~~**c.** Sick leave used between the end of his/her sick leave year and the date of retirement.~~ [the Parties agree to follow the struck calculation for employees who retire before the sick leave conversion is implemented]

11. Unused Sick Leave at Death. Unused sick leave will be paid upon the death of an employee to the beneficiary(ies) listed for the life insurance policy. This payment is subject to all the conditions set forth in Section 11 ~~inclusive of the first paragraph and parts (a), (b), and (c).~~

12. Personal Days. Three (3) personal days in lieu of sick leave per year will be granted to an employee. A three-day notice to a supervisor or manager is required unless a personal emergency exists. These days may be taken in one (1) hour increments, not to be used to excuse tardiness. If these days are not used during a sick leave year, they will revert to sick leave. Employees will be eligible at the completion of six (6) months of employment.

APPENDIX B, ~~EXTENDED ILLNESS PLAN~~ SERIOUS ILLNESS REDUCE PAY (SIRP)

Eligibility: ~~For periods of disability that commence on or after March 1, 2000, employees become eligible after completing one (1) year of service.~~ ***Employees who cannot work due to their own Serious Health Condition become eligible upon hire for Serious Illness Reduced Pay.***

Benefits: ~~Effective July 3, 2017, for each period of disability, benefits in an amount equal to 75% of base pay, exclusive of shift differential and other allowances, will be paid to an eligible employee who has exhausted his or her sick leave and is unable to work because of an accident or an illness which is not work-related, beginning on the first (1st) working day of unpaid absence. Benefits are payable for a maximum of twenty-six (26) weeks during any one period of disability.~~

~~All disability absences will be considered as having occurred during a single period of disability unless acceptable evidence is furnished that~~

~~**a.** the causes of the latest disability absence are not related to the causes of any of the prior disability absences and the latest disability absence occurs after return to active work on full-time for at least one day, or~~

~~**b.** a relationship does exist between the causes of the latest disability absence and a prior disability absence, but the employee has returned to active work on a full-time basis, fully performing the duties of his/her regular job, for a period of not less than four consecutive workweeks.~~

~~In no event, however, will more than twenty-six (26) weeks of benefits be paid to an employee in any twelve-month (12) period.~~

Amount of Pay and Choice of Payments; Length of Leave.

i. During the period of absence, SIRP is paid at the greater of: 80% of the employee's normal pay; or the amount payable to the employee under the State Formula Rate. Payment of 80% of the employee's normal pay will normally be the greater amount, except in some unusual cases, such as where an employee has had a recent reduction in hours or percent effort.

ii. An employee who cannot work due to a Serious Health Condition may choose to be paid from their accrued Sick Time for the entire leave, to be paid SIRP for the entire leave, or to use part of their accrued Sick Time and then be paid SIRP for the remainder of the leave. An employee may begin a leave using their accrued Sick Time and then switch to SIRP at any time during a leave. However, once an employee begins to use SIRP, they cannot switch to Sick Time for the same leave.

iii. SIRP may be taken intermittently when medically necessary, in increments of at least 15 minutes. The employee must attempt to work out an intermittent leave schedule that meets their needs without unduly disrupting MIT's operations, subject to the approval of their Healthcare Provider.

iv. The maximum time for a leave due to a Serious Health condition, whether paid by Sick or SIRP (or both), is 26 weeks in a 52-week period.

v. Employees are expected to comply with the notification

and documentation requirements referenced above when using SIRP and Sick Time.

Benefits will only be paid for those days on which the employee

a. is under the care of and is absent on the advice of a legally qualified physician, and

b. is not performing work for compensation or profit.

The Institute may require evidence of disability before commencing payments and may from time to time require additional evidence as a condition for continuing such payments, including examination by a physician appointed by the Institute. The Institute may require that employees submit such documentation to a third-party vendor to manage leave administration.

APPENDIX E, Conditions of Employment for Part-Time Employees

C. Sick Leave is accrued on a proportionate basis according to the number of hours the employees are normally scheduled to work, i.e., an employee who normally works twenty (20) hours per week accrues sick leave at one-half the rate of a full-time employee.

D. ~~Extended Sick Leave~~ Serious Illness Reduce Pay (SIRP) and Long-Term Disability – Part-time employees will be eligible for SIRP ~~ESL and~~ LTD on a pro-rated basis. ***Part-time employees will be eligible for LTD*** after completing two (2) years of continuous employment, for periods of disability that commence on or after March 1, 2000.