

# **Agreement**

between

University of Massachusetts Lowell

and

**Stronger Together**



CTW-CLC

**Professional Administrative Unit**

**July 1, 2012 – June 30, 2014**

[www.seiu888.org](http://www.seiu888.org)

<b>PREAMBLE.....</b>	<b>3</b>
<b>ARTICLE 1: RECOGNITION .....</b>	<b>3</b>
<b>ARTICLE 2: DEFINITIONS.....</b>	<b>4</b>
<b>ARTICLE 3: CONTINUATION OF EMPLOYEE RIGHTS, BENEFITS, AND PRIVILEGES .....</b>	<b>4</b>
<b>ARTICLE 4: UNION SECURITY .....</b>	<b>4</b>
<b>ARTICLE 5: NON-DISCRIMINATION/AFFIRMATIVE ACTION .....</b>	<b>5</b>
<b>ARTICLE 6: UNION ACTIVITIES.....</b>	<b>6</b>
<b>ARTICLE 7: GRIEVANCES AND ARBITRATION.....</b>	<b>6</b>
<b>ARTICLE 8: INFORMATION .....</b>	<b>11</b>
<b>ARTICLE 9: HOURS.....</b>	<b>12</b>
<b>ARTICLE 10: SALARIES .....</b>	<b>12</b>
<b>ARTICLE 11: ADDITIONAL COMPENSATION .....</b>	<b>13</b>
<b>ARTICLE 12: PROFESSIONAL DEVELOPMENT GRANTS .....</b>	<b>14</b>
<b>ARTICLE 13: LEAVE .....</b>	<b>15</b>
<b>ARTICLE 14: VACATIONS .....</b>	<b>20</b>
<b>ARTICLE 15: HOLIDAYS.....</b>	<b>23</b>
<b>ARTICLE 16: GROUP HEALTH INSURANCE CONTRIBUTIONS.....</b>	<b>23</b>
<b>ARTICLE 17: HEALTH AND WELFARE.....</b>	<b>24</b>
<b>ARTICLE 18: PROMOTION AND FILLING OF VACANCIES.....</b>	<b>25</b>
<b>ARTICLE 19: CONTRACTING OUT .....</b>	<b>25</b>
<b>ARTICLE 20: DISCIPLINE, DISCHARGE, AND LAY-OFF .....</b>	<b>26</b>
<b>ARTICLE 21: EXPENSES .....</b>	<b>30</b>
<b>ARTICLE 22: TUITION REMISSION .....</b>	<b>30</b>
<b>ARTICLE 23: MISCELLANEOUS .....</b>	<b>32</b>
<b>ARTICLE 24: NO STRIKE/NO LOCKOUT.....</b>	<b>34</b>
<b>ARTICLE 25: SAVING CLAUSE.....</b>	<b>34</b>
<b>ARTICLE 26: MANAGEMENT RIGHTS.....</b>	<b>34</b>
<b>ARTICLE 27: JOINT LABOR/MANAGEMENT COMMITTEE .....</b>	<b>34</b>
<b>ARTICLE 28: COPE .....</b>	<b>35</b>
<b>APPENDIX A-1: CLASSIFICATIONS .....</b>	<b>36</b>
<b>APPENDIX B-1: SALARY SCHEDULES .....</b>	<b>40</b>
<b>APPENDIX C: TUITION REMISSION .....</b>	<b>41</b>
<b>APPENDIX D: PAYROLL SYSTEMS.....</b>	<b>44</b>
<b>APPENDIX E: COST ITEMS .....</b>	<b>45</b>
<b>APPENDIX F: TRUST FUNDS .....</b>	<b>47</b>
<b>APPENDIX G: EVALUATION OF UNIT MEMBERS.....</b>	<b>48</b>
<b>APPENDIX H: POSITION CLASSIFICATION REVIEW COMMITTEE .....</b>	<b>52</b>
<b>APPENDIX I: ATHLETIC COACHES .....</b>	<b>52</b>
<b>APPENDIX J: FMLA .....</b>	<b>53</b>
<b>APPENDIX K: TRAVEL POLICY .....</b>	<b>57</b>

## **PREAMBLE**

This Agreement is entered into on this 1<sup>st</sup> day of July, 2009 by and between Service Employees' International Union Local 888 (hereinafter referred to as the Union) and the University of Massachusetts (hereinafter referred to as the Employer) for the purpose of promoting harmonious relations between the Union and the Employer, establishing an equitable and peaceful procedure for the resolution of differences, and providing and maintaining mutually satisfactory terms and conditions of employment.

## **ARTICLE 1: RECOGNITION**

- A. The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for the employees in the Professional Administrative Unit in the classifications listed in Appendix A, as certified by the Massachusetts Labor Relations Commission in Case Number SCR-2094, and as subsequently amended.
- B. The following are excluded from the Unit:
  - 1. Faculty as defined in Case Number SCRE-2006.
  - 2. Clerical and technical employees as defined in Case Number SCRE-2004.
  - 3. Maintenance and custodial employees as defined in Case Number SCRE-2005.
  - 4. All CETA and/or grant employees.
  - 5. All adjunct and part-time faculty employees.
  - 6. All employees carried on the "03" Account.
  - 7. Managerial and confidential employees.
  - 8. Employees excluded based on stipulations between the parties executed prior to or simultaneous with this agreement.
- C. Should any new classification(s) be added to the work force, the Appointing Authority should notify the Union of such new classification(s) after appropriation and approval by the Legislature and the Division of Administration and Finance of the Commonwealth. The Appointing Authority and the Union shall then consult to determine mutually if such new classification(s) shall be added to the bargaining unit. If the parties cannot agree, the matter shall be referred then to the Massachusetts Labor Relations Commission by either party with a request that it make a determination.

## **ARTICLE 2: DEFINITIONS**

The "Employer" shall mean the University of Massachusetts.

The "Appointing Authority" shall mean the University of Massachusetts Lowell

The "President" shall mean the President of the University of Massachusetts.

The "Chancellor" shall mean the Chancellor of the University of Massachusetts Lowell.

The "University" shall mean the University of Massachusetts Lowell" unless otherwise specified.

## **ARTICLE 3: CONTINUATION OF EMPLOYEE RIGHTS, BENEFITS, AND PRIVILEGES**

Nothing in this Agreement shall be construed to limit or reduce any right, benefit, or privilege accorded a member of the Professional Administrative Unit by the terms of Chapter 1175 of the Acts of 1973.

## **ARTICLE 4: UNION SECURITY**

### **A. DUES, AGENCY FEE CHECKOFF**

The Union shall have the exclusive right to the check off and transmittal of Union dues on behalf of each employee.

An employee may consent in writing to the authorization of the deduction of Union dues or agency fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Appointing Authority and shall bear the signature of the employee. An employee may withdraw his/her Union dues check off or agency fee authorization by giving at least sixty days notice in writing to the Human Resources Office and to the Treasurer of the Union.

The Appointing Authority shall deduct dues or an agency fee from the pay of employees who request such deduction in accordance with this Section and transmit such funds to the Treasurer of the Union together with a list of employees whose dues or agency fees are transmitted, provided that the State Treasurer is satisfied by such evidence that he may require that the Treasurer of the Union has given to the Union a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the State Treasurer.

B. AGENCY FEE

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning 30 days following commencement of his/her employment or 30 days after signing of this Agreement, whichever is later, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration but not to exceed the amount of periodic dues paid by employees who are members of the Union.

This Section shall not become operative as to employees in the bargaining unit certified to the Union until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

The Union shall reimburse the Appointing Authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Appointing Authority shall have no obligation to defend the termination.

Disputes between the parties concerning this section shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Appointing Authority to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with the Section, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

**ARTICLE 5: NON-DISCRIMINATION/AFFIRMATIVE ACTION**

- A. The Parties agree not to discriminate in any way against employees covered by this Agreement on the basis of membership or non-membership in the Union, or on the basis of any activities in connection with the Union.
- B. The Parties also agree not to discriminate against Unit Members on the basis of race, religion, creed, color, national origin, gender, age, marital status, sexual orientation, handicap, or status as a Vietnam-era veteran.
- C. In compliance with state and federal law, positive and aggressive measures will be taken to redress the effects of past discrimination, to eliminate present and future

discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, and compensation.

- D. Any matters concerning Section B of this Article shall be subject to the University's Affirmative Action grievance procedure and not the grievance and arbitration procedure in Article 7 of this Agreement.

## **ARTICLE 6: UNION ACTIVITIES**

- A. The Professional Administrative Unit shall elect one Steward and other Unit officers. The Union shall furnish the names of the officers to the Appointing Authority.
- B. The Steward and the Union President or designee, upon request, may be granted time off without loss of pay during working hours for the investigation and processing of grievances. Such request shall not be unreasonably denied.
- C. Time off without loss of wages, benefits, or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions. Such time off shall not be unreasonably denied.
- D. Subject to approval by the University Chancellor, representatives and officers of the Union may be granted time off without loss of pay to attend hearings before the Legislature and State agencies concerning matters for hearing submitted by the Union.
- E. Employees elected to any Union office or selected by the Union to do official full time work which takes them from their employment with the University may, at the written request of the Union, be granted unpaid leave of absence, subject to approval by the University Chancellor. Such approval shall not be unreasonably denied.
- F. On twenty-four hours notice to the appropriate authority, the Professional Administrative Unit may be given the right to schedule a meeting during normal operating hours in the buildings of the Campus, provided that such meetings shall be held at reasonable times and not interfere with the business operation of the University. Except in emergencies, after a Professional Administrative Unit meeting has been scheduled, no other meetings involving bargaining unit members shall be scheduled at the same time.
- G. The Union shall be permitted the use of University bulletin boards and employee mailboxes for union-related information.

## **ARTICLE 7: GRIEVANCES AND ARBITRATION**

The term "grievance" shall mean an allegation or complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement by the Employer/University Administration.

It is the objective of the Parties to encourage the prompt and informal resolution of grievances of the members of the bargaining unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

Grievances relating to discrimination based on race, color, age, religion, gender, sexual orientation, national origin, marital status, handicap, or status as a Vietnam-era veteran, shall be filed by the employee with the Affirmative Action Office and may not be processed through this grievance and arbitration procedure.

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the Official Personnel File of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority, whether disciplinary or otherwise, for having processed such grievance.

No reprisals of any kind shall be taken by either the Union or the Employer/University Administration against any unit member(s) initiating or participating in a grievance.

No party shall have any person(s) present at any of the grievance hearings who is there specifically to act as legal counsel (except at Step 5. Arbitration).

It is the declared objective of the Employer and the Union to encourage the prompt resolution of grievances either by informal or formal procedures. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision. The parties recognize that the purpose of this procedure is the resolution of grievances through voluntary agreements, when possible. All settlement discussions or offers of settlement in the grievance procedure shall not be admissible for purposes of arbitration. Written documents prepared by either party in the grievance process shall be considered part of the record for purposes of arbitration.

Failure of the Employer/University Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and or the Union may take said grievance to the next level of the grievance procedure. Failure of the Union

and/or grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration

Step 1. Informal – A Union Officer and/or the aggrieved employee shall discuss the grievance informally with the employee's immediate supervisor, representative(s) of the Employer/University Administration (immediate non-unit supervisor) who has the authority to resolve the matter, or the individual responsible for occurrence that lead to the grievance. Such discussion shall take place within ten (10) working days after the date on which the alleged act or omission giving rise to the grievance occurred or after the date on which there was a reasonable basis for knowledge of the occurrence. A decision shall be rendered within three (3) days of the informal meeting.

Step 2. Formal - If the grievance has not been resolved at Step 1, it shall be submitted in writing to the appropriate area Vice Chancellor or his or her designee within ten (10) working days after the decision in Step 1 is due or received. The area Vice Chancellor or designee shall meet or arrange to meet the grievant(s), and/or the Union within ten (10) working days of receipt of such grievance. Following the Step 2 hearing the Vice Chancellor or designee shall have ten (10) working days to consider the grievance and render a decision, with the reasons, to the grievant in writing. Submission at Step 3 shall be within ten (10) working days after Step 2 response is due or received in writing.

Step 3. If the grievance has not been resolved at Step 2, it shall be submitted in writing to the Chancellor of the University. The Chancellor or his designee shall meet or arrange to meet with the grievant(s), and/or the Union within ten (10) working days of receipt of such grievance. Following the Step 3 hearing the Chancellor or his or her designee shall consider the grievance and have ten (10) days to render a decision in writing to the grievant(s) and Union. Submission at Step 4 shall be within ten (10) working days after the Step 3 response is due or received.

Step 4. If the grievance has not been resolved at Step 3, it shall be submitted in writing to the Office of the President of the University. The grievance shall be filed in writing, within ten (10) days after the written decision of the Chancellor or designee is received or due. The President of the University or designee shall render a decision together with the reasons in writing to the grievant(s) and the Union within ten (10) working days of his/her meeting. Nothing herein shall prevent the President or designee from requesting a meeting to discuss the grievance.

If the grievance has not been resolved at Step 4, the Union may submit only grievances relative to termination, lay off, suspension, or demotion with loss of pay to arbitration within thirty (30) days after the President's response is due or is received.

Step 5. Arbitration. The Arbitration shall be conducted by the American Arbitration Association under its existing rules or procedures. The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision that alters, amends, adds to, or subtracts from the provisions of the Agreement.

The fees and expenses of the arbitrator shall be shared equally by the parties.



Where Steps 1 through 5 take place during working hours, the Steward and the grievant shall be allowed reasonable time off with pay to attend meetings or conferences as required in said steps.

In a case involving termination or layoff, Steps 1 through 3 shall be omitted and the grievance shall be referred directly to Step 4.

If a decision satisfactory to the Union at any level of the grievance procedure other than arbitration is not implemented within a reasonable time, the Union may reinstitute the original grievance at the next step of the procedure. A resolution of a grievance at Step 1 shall not constitute a precedent.

If the Appointing Authority exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under this Article. However, no deadline shall be binding on the grievant and/or the Union until a required response is given.

Upon acceptance by the selected individual of the position of arbitrator, the Employer/University Administration and Union shall promptly file with the arbitrator:

1. a copy of this Agreement;
2. a copy of the written notice, sent to the Employer/University Administration of the Union's intention to initiate arbitration; and
3. a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived in writing by the Union and the Employer/University Administration, shall render a decision not later than thirty (30) calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinions and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement.

A stenographic record may be made of an arbitration hearing, with the party desiring a copy paying for the cost. If both parties desire copies of the stenographic record, they shall share the cost equally. If a stenographic record is made of the arbitration hearing, a copy shall be given to the arbitrator.

The following expedited arbitration process may be used to resolve grievances after the Step 4 level:

1. Consistent with time limits described elsewhere in this Article, the Union may request a hearing before a tripartite panel to consist of one Neutral who should be a trained arbitrator mutually agreeable to the parties, one person designated by the Union, and one person designated by the University administration. The Tripartite session may be held following the conclusion of Step Four. While only the Union may request expedited arbitration, nothing shall prohibit the University administration from suggesting that a particular case might be appropriate for this process.
2. The Union's request for a Tripartite hearing shall be sent to the University President or designee which also contains a waiver signed by the grievant which states that he/she understands the panel's decision is final and binding and that he/she waives any right to file for arbitration. The University administration shall review the Union's request for a tripartite hearing and shall notify the Union within twenty days whether it agrees to the request.
3. Termination cases shall be excluded from consideration under this process.
4. Any materials which the parties may wish to submit for consideration by the Tripartite Panel must be submitted to each of the panel members no fewer than seven (7) days in advance of the hearing.
5. At the hearing, the Union and the University administration may each make a presentation not to exceed thirty (30) minutes. Each party may then respond to the other's presentation for no more than ten (10) minutes. There shall be no formal rules of evidence. There shall be no cross examination, but either side may, through the neutral, ask questions they deem relevant and necessary in the decision-making process. There shall be no post-hearing briefs.
6. The Neutral may, prior to, during, or following a presentation, meet with the parties informally to discuss matters relevant to the grievance, including mediation and/or settlement recommendations. The Neutral may not compel a settlement. Both parties shall have present at the hearing a decision-making authority in the event a settlement is proposed.
7. The Tripartite Panel shall rule on the grievance by majority vote. Deliberations of the Panel are limited to sixty (60) minutes per case. All decisions of the Tripartite Panel are final, binding, non-precedent setting, and may not be the subject of arbitration. The vote of each individual Panel member may not be discussed or reported outside of the deliberation. The decision, which shall be a paragraph in length, will be mailed to the grievant, the Union, and the University administration the day following the hearing unless otherwise agreed to by the parties.
8. Fees charged by the elected Neutral shall be paid equally by the Union and the University administration.

The Union and Management shall review this process as needed and make any minor modifications deemed necessary.

The parties agree to review the provisions of the Agreement which are currently not subject to the grievance procedure, with the intent to come to mutual agreement on what provisions may be grieved and those which may be subject to the Arbitration process of the collective bargaining agreement.

#### **ARTICLE 8: INFORMATION**

The Appointing Authority shall provide the following to the Union:

- A. Current list of Unit employees, their classifications, and grade levels.
- B. Notice of new employees, transfers, and terminations.
- C. List of vacant positions.
- D. Agenda of the Board of Trustees' meetings, in advance.
- E. Notice of new classifications or additional staffing.
- F. Minutes of the Board of Trustees' meetings.
- G. Notice of Board of Trustees' Subcommittee meetings.
- H. Statements of job classifications and descriptions.

## **ARTICLE 9: HOURS**

- A. The normal hours of work for full-time employees shall be an average of 37 and 1/2 hours per week over each year.
- B. Employees in the bargaining unit shall be granted compensatory time off for work performed on the weekends and/or holidays.
- C. Based on the needs of the department, including, but not limited to, hours of office coverage, adequate supervision, levels of staffing, and health and safety concerns, alternate work schedules may be granted to unit members. Such schedules may include less than twelve month work years, four day full-time work weeks or other less than full-time work schedules and summer work schedules. Alternate work schedules shall be requested in writing by the Unit member to his/her immediate supervisor and the area Dean, Vice Chancellor, or designee, not less than thirty (30) calendar days prior to the requested start of the recommendation. The appropriate Dean or Director, or designee, following consultation with the Human Resources Office, shall respond in writing to the unit member not more than ten days prior to the start of the requested schedule change. No more than two requests for a change in work schedule shall be allowed in any twelve month period. Such requests shall not be unreasonably denied. The decision may be grieved to Step 3 of the grievance process.
- D. Unit members classified as non-exempt shall be eligible to receive overtime pay at the rate of one and one half times his/her regular hourly rate for all hours worked in excess of eight hours in a day or forty hours in a week.

## **ARTICLE 10: SALARIES**

- A. Over the term of the agreement, the following salary adjustments shall be made:
  - 1. Effective July 1, 2012, the salary rate of each employee employed on or before April 1, 2012 shall be increased by an amount equal to one and three quarter percent (1.75%) thereof based on a performance rating of at least "Solid Performance" on his/her most recent performance evaluation.
  - 2. Effective the first pay period of January 2013, the salary rate of each employee employed on or before July 1, 2012 shall be increased by an amount equal to three quarters of one percent (.75%) thereof based on a performance rating of at least "Solid Performance" on his/her most recent performance evaluation.
  - 3. In addition to the January 2013 increase above there shall be established a pool equal to one percent (1.0%) of the salaries of all unit members on the payroll as

of December 30, 2012. All unit members hired on or before July 1, 2012 and who receive a performance rating of at least Solid Performance shall be eligible to be included in a Merit based salary increase. Within 60 days of the ratification of the agreement the parties will establish a process for distribution of the Merit pool.

4. Effective July 7, 2013 the salary rate of each employee on the payroll on or before April 1, 2013 shall be increased by an amount equal to one and three quarter percent (1.75%) thereof based on a performance rating of at least "Solid Performance" on his/her most recent performance evaluation.
5. Effective the first pay period of January 2014, the salary rate of each employee employed on or before July 1, 2013 shall be increased by an amount equal to one and one quarter percent (1.25%) thereof based on a performance rating of at least "Solid Performance" on his/her most recent performance evaluation.
6. In addition to the January 2014 increase above there shall be established a pool equal to one half of one percent (0.5%) of the salaries of all unit members on the payroll as of December 30, 2013. All unit members hired on or before July 1, 2013 and who receive a performance rating of at least Solid Performance shall be eligible to be included in a Merit based salary increase. With 60 days of the ratification of the agreement the parties will establish a process for distribution of the Merit pool.

## **ARTICLE 11: ADDITIONAL COMPENSATION**

The parties agree that from time to time it may be appropriate and/or necessary to offer additional compensation beyond that which is provided for by the cost of living or merit provisions of Article X SALARIES of the Collective Bargaining Agreement or as a result of a promotion to a new position within the University. It is agreed that such additional compensation will be available for the circumstances as noted below but not exclusively so. It is also agreed that the Union will receive notification when it is contemplated that additional compensation will be provided to a unit member. It is also agreed that the amount or type of additional compensation shall not be grievable under Article 7 of the Collective Bargaining Agreement

1. Additional compensation for the performance of job duties without a change in title which are to be performed or which were performed for a period of less than one year. Such compensation will be paid in the form of a stipend, the amount of which will be determined by the Chancellor or his/her designee.

It is agreed that such stipend will not be considered as part of the unit member's base salary and shall not be considered as base salary for purposes of determining future changes in salary, retirement, or other salary based benefits.

2. Additional compensation for the performance of additional job duties without a change in title, related to the unit member's normal duties, and which are to be performed for a period of more than one year. Such compensation will be paid as an increase to the individual's base pay; the amount and type of pay to be determined by the Chancellor or his/her designee.
3. Additional compensation paid to unit members whose responsibilities are primarily coaching in nature upon reappointment or in accordance with sections 1 or 2 above.
4. Unit members are eligible to work for additional compensation on projects, proposals, grants, or contracts provided such work will be performed outside provisions stated in Article 9: section A. Hourly rate will be commensurate with duties and to be agreed upon by the parties involved.

## **ARTICLE 12: PROFESSIONAL DEVELOPMENT GRANTS**

The parties agree that effective July 1, 2012, there shall be established a fund to support individual requests for job related professional development. The funds shall be derived from unexpended Special Campus Needs funds. The parties will establish the size of the pool, the appropriate expenditures and the process for requesting such.

## ARTICLE 13: LEAVE

### A. Sick Leave.

1. (a) Employees shall be entitled to 15 days per year for each full payroll year from date of hire to be used for personal illness; effective the implementation date of the PeopleSoft Human Resources Information System, sick leave shall accrue bi-weekly. When the spouse, domestic partner, child or parent of either the employee, his/her spouse or his/her domestic partner, or a relative living in the immediate household is ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per fiscal year. Unused sick leave will be accumulated. A full-time employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated sick leave time for that pay period calculated as a portion of the number of hours worked in that pay period. This provision shall be implemented consistent with the date of implementation of the PeopleSoft Human Resources Information System.

(b) The Appointing Authority agrees to continuation of the Sick Leave Bank to be used by employees in case of catastrophic illness or injury. This Sick Leave Bank is to be administered by the officers of the Professional Administrative Unit. The sick days in the bank shall be contributed by members of the Unit. Employees must use all paid vacation, personal and sick leave before drawing on the Sick Leave Bank. Employees must contribute to the Bank if they wish to become members.

(c) Each employee who meets the eligibility requirement for retirement as established by MGL Chapter 32, may exercise the option to receive, at the end of the fiscal year, a dollar amount equal to fifty percent (50%) of the value of unused annual sick leave credits to a maximum of one half their annual accrual.

(d) Employees who retire shall be paid twenty percent (20%) of the value of their unused sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit. To be eligible employees must notify the Chancellor's Office at least six months in advance of expected date of retirement. The Chancellor may waive notification for good reason, and if funds are available. Except as provided for in § I and ii below employees whose service with the Commonwealth is terminated other than by retirement shall not be entitled to any compensation in lieu of accumulated sick leave credits.

i. Employees who meet the criteria to receive a pension from the Massachusetts State Board of Retirement as determined by M.G.L. Chapter 32, shall be eligible for compensation in lieu of accumulated sick leave credits, in accordance with c. above, in the event that they become deceased while an employee of the University.

ii. Employees whose service with the University is terminated due to layoff shall be eligible for compensation in lieu of accumulated sick leave credits, in accordance with c. above, if they retire from the Commonwealth no later than three (3) years after their layoff from the University.

2. Whenever the Chancellor or his designee has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of five (5) consecutive working days, the Chancellor or his designee may require the employee to present a physician's statement indicating the medical reason for any absence on account of sickness. Failure of an employee to present such statement seven (7) working days after a request therefore has been made by the Chancellor or his designee, may, at the discretion of the Chancellor or his designee, result in the absence being treated as absence without pay.

3. The Chancellor, or his designee, may require that an employee wishing to return to work after an absence of more than five (5) consecutive working days because of illness or injury, be examined by a physician designated by the Chancellor, or designee, and/or by a physician of the employee's choosing. If the Chancellor, or his designee, requires the employee to be examined by its designated physician, the University shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to his/her regularly assigned duties.

B. Bereavement Leave. Employees shall be granted four successive working days of paid leave in the event of the death of a member of the immediate family (spouse, domestic partner in states where same sex marriage is not legal, parent, parent of domestic partner, mother or father-in-law, brother, sister, child, grandparent, grandchild, person in the same household) or other relative who is a member of the household. In addition, a maximum of two (2) consecutive working days shall be available for use by an employee in case of the death of his/her spouse's/domestic partner's brother, sister, grandparent, great-grandparent or grandchild.

A maximum of one (1) day shall be available for use by an employee in case of the death of the employee's aunt or uncle.

C. Maternity/Paternity Leave. The Appointing Authority shall allow maternity/paternity leave of eight weeks, in accordance with Chapter 149, Section 105D of the Laws of the Commonwealth, to a full-time employee who has completed the probationary period.

D. FAMILY AND MEDICAL LEAVE ACT (FMLA). The Appointing Authority shall implement the provisions of the FMLA in accordance with the University Board of Trustees Policy (Doc. T93-123) as amended. (see Appendix J)



During family leave taken in conjunction with the birth, adoption or placement for foster care of a child an employee shall receive his/her salary for ten (10) days of said leave, immediately following the birth, adoption or placement.

E. Civic Duty Leave. Every employee covered by this Agreement who is required to serve on a jury or act as a witness in Court on behalf of the Commonwealth or any town, city, or county of the Commonwealth or on behalf of the Federal Government shall be granted a leave of absence without loss of pay. Upon presentation of satisfactory evidence relating to such appearance or service and payment therefore, if any, the Appointing Authority shall pay such employee the sum of money which, when added to the amount received by the employee as compensation for appearance, will result in the payment to the employee of his/her salary for any particular work week. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

F. Military Leave.

1) An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

2) An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee under Section 59 of C.33 General Laws as amended.

3) An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

4) In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

- G. Paid Professional leave. Subject to approval by the University Chancellor or his designee, employees may be granted paid leave of absence for educational purposes--to attend conferences, seminars, briefing sessions, or other functions of a similar nature--that are intended to improve or upgrade the employee's skill or professional ability. Reasons for requests shall be submitted in writing. Approval shall not be unreasonably denied.
- H. Extended Educational Leave. Members of the bargaining unit shall have the right to apply for an extended educational leave after having completed a period of seven (7) years of such service at the University of Massachusetts Lowell or, if such leave has been previously granted to him/her, after having completed a period of seven (7) years of such service following the last such leave. Requests for leave shall be submitted in writing at least six months in advance to the Area Vice Chancellor. (The Chancellor may waive this time period for good reason.) The Area Vice Chancellor shall forward it to the Chancellor of the University together with his/her written recommendations and a statement indicating whether the work of the administrative area in which the applicant serves can be so arranged as to be carried forth effectively during the period of leave. The applicant shall further set forth in detail a report summarizing the work the unit member intends to perform during the leave and shall further indicate such work is consistent with the principles of educational leave. The application shall also contain a disclosure of all financial compensation, if any, relative to the purpose for which the educational leave is being requested. The Chancellor has sole authority and discretion to grant or deny the request. Whenever the Chancellor shall have declined to grant such leave, he shall transmit his reasons therefore in writing to the unit member whose request for leave has been denied.
1. Applications for extended educational leave may be made for the following purposes only:
    - (a) for pursuit of an advanced academic degree clearly related to the Unit Member's responsibilities or easily foreseen future responsibilities at the University of Massachusetts Lowell;
    - (b) to develop specific, documentable expertise related to a Unit Member's present or easily foreseen future responsibilities at the University of Massachusetts Lowell.
  2. The Unit Member shall, prior to the granting of educational leave through the Office of the Chancellor, enter into a written agreement with the University of Massachusetts Lowell Board of Trustees that upon the termination of such leave he/she will return to the University of Massachusetts Lowell for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund the Commonwealth, unless excused there from by the Chancellor for reasons satisfactory to him/her, an amount equal to such proportion of salary

received by him/her while on leave as the amount of service not actually rendered as agreed to be rendered.

3. Such extended educational leaves will not result in an increased salary cost to the University.

4. Salary payments during such educational leave shall be: one-half (1/2) pay if leave is granted for a full academic year; full pay if leave is granted for one-half an academic year (i.e., an academic semester). Such leaves shall be timed concurrent with the academic semester cycle.

5. The unit member shall within 30 days of return from such leave provide to his/her Area Vice Chancellor and the Chancellor a report detailing and documenting the accomplishments on said leave relative to the purpose for which the leave was granted. Failure to comply with the terms of an approved leave shall cause the recipient to refund to the Commonwealth, unless excused there from by the Chancellor for reasons satisfactory to him/her, an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed to be rendered.

6. This section, "Extended Educational Leave," is non-grievable.

I. All Purpose Unpaid Leave. Subject to approval by the Chancellor, employees may be granted leaves of absence for a limited period, not to exceed one year, for any reasonable purpose, and such leaves shall be extended or renewed for any reasonable period. Reasons for requests shall be submitted in writing. Approval shall not be unreasonably denied. The employee shall not suffer any loss of benefits or seniority as a result of such leave except as follows:

1. Employees who continue medical insurance coverage shall pay the entire premium directly, and;

2. Retirement, sick leave, seniority, and vacation credit shall not accrue during the term of the leave.

J. Paid Personal Leave

Except as noted below, effective January 1, 2010 and annually thereafter, on the first payroll of the new calendar year, full-time employees shall be credited with six (6) paid personal leave days, which must be taken during the following twelve (12) months at a time or times requested by the bargaining unit member and approved by the supervisor. Any paid personal leave not taken by the last payroll date of the payroll month of December will be forfeited by the bargaining unit member. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per calendar year. Personal

leave days for regular part-time bargaining unit members will be granted on a pro-rata basis. Personal leave may be available in units of one half hour and may be used in conjunction with vacation leave. Full time bargaining unit members hired into the bargaining unit on or after the first full payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire into Unit</u>	<u>Personal Leave Days Credited</u>
January 1 to March 31	6
April 1 through June 30	5
July 1 through September 30	4
October 1 through December 31	3

#### **ARTICLE 14: VACATIONS**

- A. 1. Beginning at the end of the first payroll month (hereinafter in this Article "month") of employment, vacation leave with pay shall be credited to full-time employees at the end of each full month of employment, as follows:

Length of continuous  
full-time "creditable  
service" as of the end  
of each applicable month:

Vacation Leave Accrued:

Less than ninety six (96)  
months (8 years) in service of  
the Commonwealth;

1 2/3 days per month  
(total of 20 days per year).

Ninety-six months (96), but  
less than one hundred ninety-  
two months (16 years) in service  
of the Commonwealth;

1 5/6 days per month  
(total of 22 days per year).

One hundred ninety-two (192)  
months, but less than three  
hundred (300) months (25 years)  
in service of the Commonwealth;

2 1/12 days per month  
(total of 25 days per year).

Three hundred (300) months  
(25 years) or more in service  
of the Commonwealth.

2 1/2 days per month  
(total of 30 days per year).

2. For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month at the University of Massachusetts Lowell where rendered, and all service thereafter becomes, "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section J of this Article. In computing an employee's vacation status, all "creditable service" from the first working day of the first full month at the University of Massachusetts Lowell up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service", if any, which he/she had at the termination of the predecessor Agreement.
3. For the purpose of this Article, the phrase "in service of the Commonwealth" shall mean service in any department/agency of the Commonwealth and/or service at the University or other segment of public higher education in the Commonwealth. It shall not mean service in any political subdivision of the Commonwealth or service for any other public or private employer. Notwithstanding the foregoing provisions of this paragraph, employees hired by the University prior to July 1, 1977 who had prior service in Massachusetts towns, cities, counties, or districts shall continue to receive credit for such service for purpose of determining their service of the Commonwealth.
- B. Unit members hired between 07/01/68 and 12/31/74 shall, upon completion of one hundred twenty (120) months of full-time creditable service as defined in Section A 1, A 2, and A 3, of this Article, accrue vacation leave at the rate of 2 1/12 days per full payroll month of employment until they have completed three hundred (300) months of creditable service at which time they shall accrue vacation leave at the rate of 2 1/2 days per full payroll month of employment. In all other respects such employees shall be subject to the provisions of this Article.
- C. Vacation leave accrued during any month shall be credited on the last day of the month based on the employee's full-time equivalent status on that date and shall be available for use the following day.
- D. An employee on leave without pay or absent without pay for any part of any pay period, shall accrue pro-rated vacation leave time for that pay period calculated as a portion of the number of work days in that pay period that were worked. This provision shall be implemented consistent with the date of implementation of the PeopleSoft Human Resources Information System.

- E. An employee who is reinstated or re employed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.
- F. The Appointing Authority shall grant vacation leave within twelve (12) months after it is credited, unless in the Appointing Authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies.  
No Unit Member shall carry more than sixty-four (64) days of vacation leave credit. Any employee who has available unused vacation leave, and who, because of the provisions of this Article (Vacation), would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation leave would be lost if not taken. Except in cases of emergency, vacation leave must be requested and approved in advance.
- G. Absences on account of sickness in excess of the authorized sick leave provided in this Agreement, may be charged, unless otherwise notified by the employee, to personal leave and then vacation leave, if any.
- H. Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from the payroll, provided that no monetary or other allowance had already been made therefore.
- I. An employee who is eligible for vacation under this agreement, whose services are terminated for any reason, excluding dismissal for cause shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowances had already been made therefore.
- J. An employee who is reinstated or reemployed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the Appointing Authority is secured for any of the following reasons:
1. Illness of the employee;
  2. Dismissal through no fault or delinquency attributable solely to the employee;  
or
  3. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Worker's Compensation benefits.

- K. Vacation leave shall accrue to an employee while on a Leave With Pay status or on Industrial Accident Leave.
- L. Vacation leave accrued following a return to duty after Leave Without Pay or Absence Without Pay shall not be applied against such leave or absence.
- M. An employee who is on Industrial Accident Leave, who has available unused vacation leave, and who because of the provisions of Section F of this Article would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.

### **ARTICLE 15: HOLIDAYS**

- A. The following shall be holidays for employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

*Note Section C below.*

- B. An employee required to work on a holiday shall receive one (1) compensatory day off with pay or if a compensatory day cannot be granted by the Appointing Authority because of a shortage of personnel or other reason then he or she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for the holiday worked.
- C. Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the provisions of this Article.

### **ARTICLE 16: GROUP HEALTH INSURANCE CONTRIBUTIONS**

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Insurance Plan in a percentage amount to be determined by the General Court

for the type of coverage that is provided to such employee and his/her dependents under the Plan.

## **ARTICLE 17: HEALTH AND WELFARE**

### **A. Continuation of Trust Agreement**

The parties agree to continue a Health and Welfare Fund under an Agreement and Declaration of Trust executed by the Union(s) and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of equal representation of the Employer and the Union(s).

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

### **B. Funding**

a. Effective the first pay period in January 2014, the University agrees to contribute on behalf of each full-time equivalent unit member the sum of fourteen dollars and fifty cents (\$14.50) per calendar week to the appropriate Health & Welfare Fund.

b. Effective the first pay period in June 2014, the University agrees to contribute on behalf of each full-time equivalent unit member the sum of fifteen dollars (\$15.00) per calendar week to the appropriate Health & Welfare Fund.

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

### **C. Non-Grievability**

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

### **D. Employer's Liability**



It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund(s). The Employer's liability shall be limited to the contributions indicated under Section B.

## **ARTICLE 18: PROMOTION AND FILLING OF VACANCIES**

- A. Openings in the bargaining unit within the University of Massachusetts Lowell shall be posted throughout the University for ten working days before being advertised outside.

All vacant bargaining unit positions shall be posted, except as specified below. A position shall not be deemed vacant, and therefore shall not be posted, if:

- It is currently occupied by a bargaining unit member;
  - The changes in duties and responsibilities are ones that have come about as the result of the job evolving; and
  - There is no net increase in the number of positions as a result of that evolution
  - Union officers must be notified prior to implementation of promotions.
- B. In order to encourage opportunities for personal and professional growth, the parties agree that all bargaining unit members who submit application for any vacancies in the bargaining unit in the manner prescribed by the posting notice, and who meet the minimum qualifications for such position will be granted an opportunity for a personal interview.
- C. Where applicants possess substantially equal qualifications, the Appointing Authority shall give preference to current employees according to their seniority. This provision shall not be construed to impede the implementation of Affirmative Action programs developed by the University in accordance with Article V.

## **ARTICLE 19: CONTRACTING OUT**

Prior to the Employer/University Administration contracting out bargaining unit work, the Employer/University Administration shall notify the Union of its intent and shall negotiate with the Union in order to prevent layoffs and to discuss the terms of the contracting out of services.

## **ARTICLE 20: DISCIPLINE, DISCHARGE, AND LAY-OFF**

- A. Except as provided for in section C of this article, oral and written warnings, suspensions demotions and termination shall be for just cause.
- B. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. However, in some serious circumstances, where acts or omissions of a bargaining unit member have resulted, or will result, in serious harm to the institution, or members of the campus community, severe sanctions may be imposed in the first instance.
- C. In the event of discharge of an employee, the Employer/University Administration shall notify the Union within two (2) working days of such action being taken.
- D. The Union shall receive concurrent notice of all disciplinary charges, hearings, and decisions.

## LAYOFFS

### A.

1. The following functional divisions shall constitute seniority units within the Professional Administrative Unit:

Academic Administrative Support  
Admissions  
Athletics  
Administration & Finance  
Information Technology  
Office of Research Administration  
Continuing Education  
External Relations  
Health Services  
Radiation Laboratory  
Physical Plant  
Professional Technicians  
Student Services  
Special Academic Services  
TURI POSITIONS as identified under C. (2) below

### Layoff Notices and Consultation

- B. The Employer/University Administration retains the exclusive right to determine the need for a layoff, the effective date of the layoff (subject to the express conditions of this agreement), the programs to be affected, the positions to be reduced, and the bargaining unit members to be laid off.
- C. If the Employer/University Administration determines that layoff(s) is necessary because of lack of funds or lack of work, the Employer/University Administration shall notify the Union in writing of the reasons for the layoff(s) and the area(s) affected by the layoffs. At this time the Employer/University Administration will also issue individual layoff notices to the affected employee(s). The layoff notice shall consist of a written letter addressed to the affected employee. The letter shall advise the bargaining unit member of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The letter shall state the reason for the layoff and also state that the layoff is not related to the bargaining unit member's performance.

The Employer/University Administration will provide a minimum of fifteen (15) business days, with extensions possible by mutual agreement, for consultation with the Union unless the Employer/University Administration's determination of the need for a layoff is due to a condition beyond the control of the Employer/University Administration. During this period, if it so requests, the Union, with a committee no larger than three members, is entitled to meet with the Employer/University Administration to review the relevant financial or other data necessitating the layoff and to explore possible options to avoid the layoff. Upon the Union's request, the University will supply available statistical and financial data relevant to the layoffs.

- D. If the Employer/University Administration determines after the above consultation period that a layoff is still necessary, the Employer/University Administration shall proceed with the layoffs.

Notice Period The Employer/University Administration shall provide ninety (90) calendar days notice before bargaining unit members are laid off. In extreme financial circumstances the Employer/University Administration may give thirty (30) calendar days notice rather than the ninety (90) calendar days notice above.

- E. Bargaining unit members who have been laid off shall have the right to meet with Human Resources and their Union steward to discuss concerns and or questions they may have over the lay-off and their rights and benefits available to them.

#### Recall Rights

A. In recognition of the benefit that re-employment of bargaining unit members may bring to the continued future operations of the institution, a recall procedure shall be established as follows.

B. Bargaining unit members who are laid off shall have recall rights to the campus for a period of two (2) years from their date of layoff. They shall have recall rights to:

- a) their former position, if re-established, or if it becomes vacant and available;
- b) to a vacant and available position the most significant portion of which has been reconstituted or restructured from their former position if qualified;
- c) apply for a vacant and available position they may formerly have held, if they held it in a competent manner, and if it is the specific, exact position they held.

C. A bargaining unit member who applies during his or her recall period for a bargaining unit position which has been posted for filling shall be regarded as an internal applicant.

D. A bargaining unit member who has been laid off pursuant to this Article who, within three (3) years from the date of termination, is re-employed at the Campus in either the same or a different professional staff position shall regain the length of service credit and

eligibility for benefits that the bargaining unit member enjoyed as of the date of his or her termination to the extent allowable by law.

1. In cases involving termination or layoffs, Step 1 through Step 3 of the Grievance Procedure in Article 7 shall be omitted and the grievance shall be referred directly to Step 4 of the Grievance procedure.
2. When it is determined by the Appointing Authority that layoffs are necessary, the following factors will be used in determining which employees will be laid off first in each seniority unit:
  - a. Performance by the employee.
  - b. Level of responsibility of the employee.
  - c. Seniority of the employee.
  - d. Possession of special expertise or technical skills which makes it necessary to retain the employee.
3. If, while any employees are on layoff status for a period of up to two years, openings occur within the unit, these employees will be recalled using the standards set forth in Section B (2) before other employees are hired or transferred.
4. In the event that bargaining unit employees are to be displaced or otherwise adversely affected by redesign, reorganization, or retrenchment initiatives, the parties agree to meet and discuss options available to such employees and/or their departments, including but not limited to early retirement incentives, part-time work schedules, severance benefits, and outplacement support services. Outplacement support services shall include: workshops on stress management provided through the EAP, identifying career alternatives, and building job search skills; job and career advising; and information on benefits. The University will identify such redesign, reorganization, or retrenchment initiatives as soon as possible and will make reasonable efforts to allow for sixty (60) calendar days advance notice of displacement and/or layoff.

- C. During the first year of service at the University, an employee may be terminated, disciplined, or laid off without recourse to arbitration except as provided below.
1. For Unit Members hired in the Athletics area after April 1, 1984, whose responsibilities are primarily coaching in nature, employment contracts may be issued on an up to three year basis , and may be renewable annually thereafter based upon performance.
  2. For Unit Members hired as a Research Scientist, Research Technician or other similar position mutually agreed upon by the parties, employment contracts may be issued on an up to three year basis, and may be renewable annually thereafter based upon performance.
- D. In implementing this Article, the Appointing Authority shall give due consideration to the need to retain the integrity and continuity of the University's Affirmative Action Program and the need to implement an Affirmative Action policy as required by federal and state laws, regulations, guidelines, and policies.
- E. Grievances pertaining to Articles 4, Union Security, 8 Leave, and 14 Vacations may be processed in accordance with Article 7 Grievance and Arbitration.

## **ARTICLE 21: EXPENSES**

Employees authorized to travel in connection with their duties as a University of Massachusetts employee, shall be reimbursed for costs in accordance with the Board of Trustees Policy, Document T92-031 (Appendix B), and as may be amended from time to time. A copy of this document shall be attached as an appendix to this agreement (Appendix K)

## **ARTICLE 22: TUITION REMISSION**

- A. The spouse, and dependent children through the age of twenty-five (25), of an employee, as well as the employee, shall be entitled to free tuition at the University of Massachusetts Lowell.
1. For Course Work During Regular Working Hours

A Unit Member may take only one course per semester at the University of Massachusetts Lowell and none elsewhere during his or her regularly scheduled working hours. The course must relate to a job function or must be part of a

degree program that relates to job function. Any course can be taken, subject to the established pre-requisites, with priority given to full-time students. Supervisory approval is required, through the level of the area Vice Chancellor. The employee will write a memorandum to his or her area Vice Chancellor, through his/her immediate supervisor requesting approval. The Vice Chancellor will send a copy of the letter, if approved, to the Office of Personnel and to the Unit Member. The Unit Member should include a copy of the approval letter and the University of Massachusetts Lowell Tuition Remission Request form (see Appendix C) with the tuition bill, and return it to the appropriate University Office.

The Unit Member must make up any time lost from the regular job performance through participation in a course. This policy shall apply to all graduate and undergraduate courses in both day school and continuing education.

2. Tuition at the University of Massachusetts Lowell shall be waived for Non-Credit Community Service courses subject to the following restrictions:

- a. Only employees of the University may receive a tuition waiver (but not a fee waiver); benefits for spouses and children will be governed by the University's Tuition Waiver Policy (formerly the Board of Regents' Tuition Waiver Policy);
- b. Employees must register on a space-available basis;
- c. Employees so registered shall not be counted towards minimum course enrollment;
- d. Only those courses shall be available for which total enrollment does not affect the instructor's salary;
- e. For purposes of this Article, the word "course" is understood not to include such special programs as weekend workshops, professional seminars, and other similar intensive training sessions; and
- f. Employees shall identify themselves as applying for waiver of tuition at the time of registration.

3. Courses Taken Outside Regular Working Hours

There is no limitation on the number of courses taken.

B. Tuition remission at other institutions of public higher education in the Commonwealth is governed by guidelines established by the Higher Education Coordinating Council (formerly, the Board of Regents).

C. Tuition remission will be extended at the University of Massachusetts Lowell, to the dependent children, through the age of twenty-five (25) years of age, for bargaining unit members who have been employed at the University for five (5) or more years and who become deceased while an employee of the University.

D. Spouses and dependents of unit members who enroll in regular day course/programs at the University shall be exempt from any increases in mandatory general fees for the life of the new contract, i.e. until 6/30/2014. No other changes in existing benefits levels, including benefits applicable to continuing Education, are authorized.

### **ARTICLE 23: MISCELLANEOUS**

- A. All provisions of this Agreement shall be binding on the Employer and its successors and assigns insofar as may be permitted by law.
- B. Effective on the ratification date of this contract, faculty members shall not be assigned to perform work ordinarily performed by members of this unit for a period of longer than six months.
- C. The University agrees to provide working conditions that meet health and safety standards provided for in applicable state statutes. When a condition is found not to meet such standards, the University agrees to remedy such conditions as soon as reasonably possible; provided further, however, that no bargaining unit member shall be compelled to work under conditions which confront him/her with an imminent safety and/or health danger."
- D. Proper parking facilities shall be available to employees covered by this agreement. The employer shall endeavor to maintain adequate lighting in all of said parking areas.

Effective July 1, 2012, but not payable until contract wage increases are received by employee's, the annual fee for all bargaining unit members parking in designated University parking lots shall be:

July 1, 2012	\$175.00
July 1, 2013	\$200.00

The University shall promulgate a form and process which shall require individuals to authorize either a monthly or annual payment. Monthly payments shall be made on a pre-tax basis and be deducted directly from the member's pay check. Annual payments shall be made by check.

For the life of this agreement increases in the parking fee shall not be raised by more than the percentage increase in salary received by the bargaining unit that fiscal year, except as agree upon.



Employees have the option of not paying the above parking fee but those employees who choose to not pay the parking fee will be prohibited from parking in on campus parking lots.

- E. A member of the unit shall be included on any University committee that directly affects the Professional Administrative Unit where in the opinion of the Chancellor such representation is appropriate.
- F. Qualified employees in the Professional Administrative Unit shall be eligible to teach in the Continuing Education Division of the University of Massachusetts Lowell.
- G. Employees shall have access to their professional file upon reasonable notice to the Human Resource Office. A bargaining unit member shall have the right to inspect his/her personnel file during regular business hours upon advance request, and shall have the right to copy materials at his/her expense. The Union shall have access to inspect a bargaining unit member's personnel file, and to copy materials at Union expense, during regular business hours upon advance request and upon prior written authorization of such bargaining unit member. The file shall be inspected by the bargaining unit member or the Union in the presence of a Human Resources representative.

The right to inspect and copy the contents of the personnel file shall extend to all materials in the file with the sole exception of letters of recommendation to which the individual has waived access at some point and which are therefore treated as confidential in nature. Prior to inspection of the file, these confidential letters of recommendation shall be removed temporarily from the file in the presence of the bargaining unit member, or the Union.

- H. Evaluations shall be performed by Unit Member supervisors in accordance with Appendix G.
- I. No Unit Member shall hold a position in an "Acting" capacity longer than one year.

## **ARTICLE 24: NO STRIKE/NO LOCKOUT**

During the term of this Agreement the Professional Administrative Unit, its officers and representatives, shall not authorize, condone, encourage, or engage in a strike, work stoppage, or slowdown. The Employer agrees that there will not be lockouts during the term of this Agreement.

## **ARTICLE 25: SAVING CLAUSE**

In the event that any Article, Section or portion of this Agreement is found to be invalid or shall have the effect of loss to the Commonwealth of funds made available through federal law, rule or regulation, then such specific Article, Section or portion shall be amended to the extent necessary to conform with such law, rule or regulation, but the remainder of this Agreement shall continue in full force and effect. Disputes arising under this Article shall be discussed with the Board of Trustees of the University and may be submitted by the Union to expedited arbitration.

## **ARTICLE 26: MANAGEMENT RIGHTS**

The Union agrees that, subject to the terms of this Agreement, the management of the University's activities and the direction of the staff, 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, are vested exclusively in the Employer when not in conflict with other provisions of the Agreement.

## **ARTICLE 27: JOINT LABOR/MANAGEMENT COMMITTEE**

There shall be a joint labor/management committee comprised of two (2) representatives from management and two (2) representatives from the Union. The committee shall meet quarterly, unless the parties agree otherwise, to discuss items of concern at any time during the life of this Agreement.

It is agreed that as soon as possible after ratification of this contract the Joint Labor/Management Committee shall meet to discuss updating Appendix A-1 Classifications, reviewing employee's exempt versus non-exempt status, reviewing compensatory time policy, reviewing Appendix G Evaluation of Unit Members and reviewing the Merit Award Program.

## ARTICLE 28: COPE

The employer shall deduct and transmit to the Service Employees International Union Local 888 COPE Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and with the frequency specified on the COPE check-off authorization card.

## ARTICLE 29: DURATION

This Agreement shall be for the two (2) year period from July 1, 2012 to June 30, 2014 and terms contained herein shall become effective on July 1, 2012 unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement will be commenced on or after March 1, 2014.

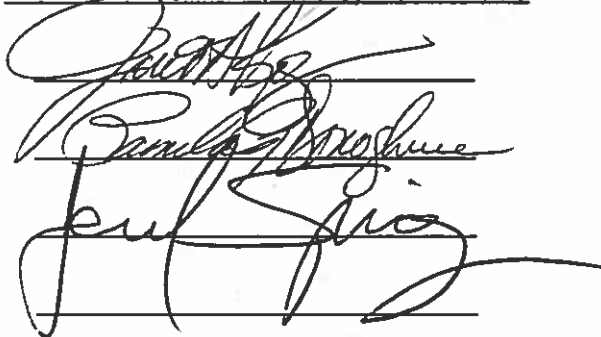
This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Signature Page

FOR THE UNIVERSITY OF  
MASSACHUSETTS:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 888

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **APPENDIX A-1: CLASSIFICATIONS**

### **RANGE 1.**

Assistant Comptroller and Director Accounting Services  
Assistant Comptroller and Director of Campus Treasury Services  
Assistant Director, Computer Center  
Assistant Director of Continuing Education  
Associate Chief Engineer and Director of Maintenance  
Associate Dean of Students/Coordinator of Disability Services  
Associate Director for Development for Corporate/Foundation Relations  
Associate Director of Computer Center  
Associate Director, Continuing Education  
Chief Engineer, Director of Physical Plant Operation and Construction  
Chief of University Police  
Dean of Admissions  
Dean of Freshmen  
Director of Academic Information Enrollment Services  
Director of Academic Services  
Director of Accounts Payable & Receiving  
Director of Accounts Receivable  
Director of Administrative Computing  
Director of Administrative Services  
Director of Admissions  
Director of Alumni Relations  
Director of Career Services  
Director of Center on Diversity and Pluralism  
Director of Communications  
Director of Community Programs for the Center for Performing Arts  
Director of Community Services  
Director of Continuing Education  
Director of Counseling  
Director of EOP  
Director of Educational Computing  
Director of Financial Aid  
Director of Institutional Advancement  
Director of Institutional Research  
Director of Minority Student Affairs  
Director of NMR Laboratory  
Director of Nursing Laboratories  
Director of Payroll Office  
Director of Placement  
Director of Professional Institute-University College & Continuing Education  
Director of Purchasing

Director of Residence Life & Student Development  
Director of Safety and Supervisor of Building Maintenance  
Director of Special Academic Services  
Director of Student Activities/Student Centers/Commuter Services  
Director of Telecommunications  
Director of Transfer Admissions  
Executive Director, Center for Performing Arts  
Executive Director Centers for Learning  
Program Administrator  
Registrar, Director of University Records  
Research Scientist  
Sector Studies Coordinator  
Senior Research Scientist  
Senior Scientist  
Varsity Ice Hockey Coach

RANGE 2.

Academic Computing Applications Specialist  
Assistant Business Office Manager  
Assistant Director for Development and Alumni Systems  
Assistant Nuclear Engineer  
Associate Director of Admissions  
Associate Director of the Center for Environmentally Appropriate Materials  
Associate Director of Financial Aid  
Associate Director of Placement  
Associate Director of Sound Recording Technology Facilities  
Associate Director of Special Academic Services  
Chief Reactor Operator  
Coordinator of Academic Services in Educational Technology  
Coordinator for Alumni Affairs  
Coordinator of Public Information  
Director of Alumni Affairs  
Director of Computer Laboratories  
Director of Disability Services  
Director of Freshman Year Program  
Director of University Annual Giving Program  
Director of University Health Services  
Education & Training Associate  
Library Information Systems Manager  
Manager of General Accounting  
Nuclear Reactor Supervisor  
Nuclear Instrumentation Engineer  
Professional Technician III

Radiation Safety Officer  
Research Associate for Policy Methods  
Senior Administrative Systems Analyst  
Staff Assistant IV  
Supervisor, Administrative Data Systems  
Supervisor, Telecommunications & Maintenance  
Systems Analyst  
Technical Support Associate  
Technology Transfer Center Manager

RANGE 3.

Administrative Coordinator for Demonstration School  
Assistant Dean of Students  
Assistant Director of Admissions  
Assistant Director of Financial Aid  
Assistant Director of Payroll  
Assistant Nuclear Engineer  
Associate Nuclear Facility Engineer  
Athletic Trainer  
College Counselor  
Coordinator/Community and Visiting Artists Division  
Department Administrator  
Director of Athletic Training  
Director of Housing  
Nuclear Reactor Operator  
Operating Systems Analyst  
Professional Technician II  
Prospect Research Coordinator  
Radiochemistry Technician  
Research Technician  
Scheduler and Assistant Registrar  
Senior Reactor Operator  
Staff Assistant III  
Supervisor, Administrative Data Processing  
Supervisor of Aquatic Activities/Athletic Complex  
Supervisor of Grounds Maintenance  
Varsity Basketball Coach

RANGE 4.

Administrative Data Programmer/Analyst  
Assistant Athletic Trainer  
Assistant Ice Hockey Coach

Assistant Project Director of A.I.D.  
Coordinator for Alumni Records and Research  
Equipment Manager, Golf Coach  
Professional Technician I  
Program Events Coordinator  
Resident Nurse  
Skating Rink Building Manager  
Staff Assistant I  
Staff Assistant II  
Supervisor Student Complex

## **APPENDIX B-1: SALARY SCHEDULES**

THE SALARY SCHEDULES (B-1, B-2, B-3, B-4, AND B-5) ARE TO BE DETERMINED IN ACCORDANCE WITH ARTICLE 11 MERIT PROCESS



## APPENDIX C: TUITION REMISSION

### ***Certificate of Eligibility for System Wide Tuition Remission University of Massachusetts Lowell***

**Instructions:** Before completing this form, please read carefully the Board of Regents System wide Tuition Remission Policy for Higher Education Employees (on reverse side) to determine whether you are eligible for tuition remission benefits. Then complete and sign this form and have it signed by the Office of Human Resources (Dugan 101 - South Campus). You must then submit it to the Community College, State College, or UMass campus at which the student is enrolled.

Employee Name: \_\_\_\_\_

Employee Social Security #: \_\_\_\_\_

Employee Title: \_\_\_\_\_ Department: \_\_\_\_\_

Semester for which request is being made:

\_\_\_\_\_ Fall 200\_\_

\_\_\_\_\_ Spring 200\_\_

\_\_\_\_\_ Summer I - May-June 200\_\_

\_\_\_\_\_ Summer II - July-August 200\_\_

\_\_\_\_\_ Intercession - January 200\_\_

\_\_\_\_\_ Other \_\_\_\_\_

#### **STUDENT INFORMATION (IF NOT EMPLOYEE)**

Student Name: \_\_\_\_\_

Student ID#: \_\_\_\_\_

Student Relationship to employee: \_\_\_\_\_ Dependent Child \_\_\_\_\_ Spouse \_\_\_\_\_  
Partner

Level of course work: \_\_\_\_\_ Undergraduate \_\_\_\_\_ Graduate Non-  
Credit Cont. Ed. \_\_\_\_\_

State College or University name: \_\_\_\_\_

Number of credits being attempted: \_\_\_\_\_

I, hereby request a waiver of tuition in accordance with the university's tuition remission policy. I certify that the above information is true and accurate.

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY:**

The individual named above is an employee of the University of Massachusetts Lowell and meets all eligibility requirements for tuition remission.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Is this tuition waiver taxable? \_\_\_\_\_

If yes, what is the taxable value of this tuition waiver: \_\_\_\_\_

## UMASS LOWELL TUITION REMISSION POLICY

The Tuition Remission Policy passed by the Higher Education Coordinating Council (HECC) applies to any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University (excluding the M.D. Program at the University of Massachusetts Medical School).

In addition the policy applies to any non-state-supported course or program offered through Continuing Education, including community service courses or programs at any Community College, State College, or University.

**EFFECTIVE DATE:** You must have completed at least six (6) months of employment as of the first day of class if the course in which you are enrolling is at a Community College or State College. You must be employed prior to the first day of classes to receive a tuition waiver for any of the UMass campuses.

### **Who is eligible for this benefit?**

**FULL TIME EMPLOYEES:** As a full time benefited staff member, you are eligible for a full tuition waiver for all credits per semester in any state-supported course or any UML Continuing Education program. Additionally, you are eligible for half (50%) tuition waiver for any non-state-supported course or program offered through Continuing Education at other state colleges or universities. Signatory approval of the Human Resource Office is required. If you take a class during normal working hours, you must arrange to make up an equal amount of work time.

**PART TIME EMPLOYEES:** At any UMass Campus, part-time employees (at least 50% time, with benefits) are eligible for up to 7 tuition-free credits per semester for undergraduate and graduate classes. At any other State School, part-time benefited employees are eligible for half (50%) tuition waiver for all credits per semester in any state-supported course or program and quarter (25%) tuition waiver for any non-state-supported course or program offered through Continuing Education.

**DEPENDENTS:** Whether you are a full time or part time benefited employee, your spouse and/or unmarried dependent children up through the age of 25 shall be eligible for a tuition waiver. The percent of tuition waived is in accordance with your eligibility status (please see above). If your dependent child is older than 25 years of age, you may request a waiver of the age limit requirement from the President of the University system. Per applicable Collective Bargaining Agreements, a domestic partner may be eligible for tuition benefits.

### **What does the waiver cover?**

The waiver applies to tuition only. As an added benefit to employees, UMass Lowell waives fees for undergraduate and graduate courses. Part-time employees have the same

percentage of their fees waived as they do their tuition. Fees are not waived at other state campuses and are not waived for spouse/partner or dependents.

**When do I have to fill out this form?**

You need to complete the Tuition Remission form each semester. It may be completed up to 120 days prior to the start of each semester.

**What do I do with the form?**

All forms should be completed and brought to the Human Resource Office for approval. Once approved, they can be submitted to the respective campus for proper credit. For day school classes at UMass Lowell, please forward completed forms to the Financial Aid Office. For classes taught through Continuing Education please bring completed forms to registration or the Continuing Education Office in Southwick Hall.

**Is this tuition waiver taxable ?**

Yes, it may be considered taxable income. All undergraduate and Continuing Education courses are exempt from taxation. Graduate courses for employees are exempt from taxation. A spouse, partner, or dependent child enrolled in graduate courses is subject to taxation. The value of the waiver is considered taxable employee income.

If the Human Resource Office declares that the income is taxable, they will notify the employee of their options for having this income tax withheld.

## **APPENDIX D: PAYROLL SYSTEMS**

### **Administrative Computing and Payroll Systems**

The parties acknowledge that the University's right to implement new administrative computing and payroll systems pursuant to Article 25. In order to ensure

an orderly, fair, and effective implementation of any new systems, the University and the Union will establish a Special Labor-management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss and bargain over the impact of new computing and payroll systems including, a bi-weekly payroll cycle and any similar impacts.

#### Direct Deposit

The University and the Union agree to meet and discuss prior to the implementation of a mandatory direct deposit system whereby all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.

### **APPENDIX E: COST ITEMS**

- A. The cost items contained in this Agreement including Article 10, Article 11, and Article 16 shall not become effective unless appropriations necessary to fully fund such cost items have been enacted by the General Court in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the

Governor to the Board of Trustees, in which case the cost items shall be effective on the effective dates provided in this Agreement.

- B. All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of TURI or Trust Fund unit members, support funds must be available in the specific trust fund budget for the fiscal year in which payment must be made.
- C. Unit Members holding positions historically paid from the TURI or a Trust Fund shall continue to receive salary and fringe benefits solely from this funding source.
- D. For Unit Members paid from Trust Funds, the payments stipulated as being made by the Commonwealth in Article 16 (Group Health Insurance Contributions) will instead be paid by the appropriate Trust Fund.
- E. Monies generated by the operations of the Continuing Education Trust Fund, which has its own general and subsidiary ledgers, its own budget, and its own fiscal year, cannot be utilized for any purpose other than that specified by the Board of Trustees, and shall not be utilized to pay salaries or fringe benefits of Unit Members holding positions for which funding is appropriated by the Legislature; and vice versa, funds appropriated by the Legislature shall not be utilized to pay salaries or fringe benefits of persons holding positions for which the funds are generated by the Continuing Education Trust Fund.
- F. The Board of Trustees shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event the funding requested by the above section is not provided, the cost items shall be returned to the parties for further bargaining.

## APPENDIX F: TRUST FUNDS

### CONTINUING EDUCATION

1. Seniority for Unit Members paid from the Continuing Education Trust Fund, University of Massachusetts Lowell, accreted into the unit January 10, 1984, shall be that date; except for circumstances when comparison of two or more of said Continuing Education employees is required, then the date of hire into Continuing Education at the University of Massachusetts Lowell (or its predecessors) shall govern the seniority date.
2. Relative to the calculation of their years of "creditable service" for purposes of establishing their vacation status, for persons paid from the University of Massachusetts Lowell Continuing Education Trust Fund, "creditable service" earned in Continuing Education, University of Massachusetts Lowell (or its predecessor institutions) or while in "service to the Commonwealth" as defined in Article 14, Section A-3 (Vacations), shall be included.
3. Unit Members promoted into Continuing Education after January 10, 1984 shall retain: (A) their "creditable service" for vacation, (B) their seniority for purpose of promotion or layoff, and (C) their benefits as stipulated for Continuing Education Trust Fund Unit Members specified in this Agreement.

### ATHLETICS

1. Seniority for Unit Members paid by the Athletic Fee Trust Funds through the Continuing Education Trust Fund, University of Massachusetts Lowell, accreted into the Unit shall be the date of accretion, June 30, 1985, except for circumstances when comparison of two or more of said employees is required, then the date of hire into the said Trust Fund at the University of Massachusetts Lowell (of its predecessors) shall govern the seniority.
2. Relative to the calculation of years of "creditable service" for purposes of establishing their vacation status for persons paid through the University of Lowell Continuing Education Trust Fund, "creditable service" earned while employed by said Trust Fund, University of Massachusetts Lowell (or its predecessor institutions), or while in "service to the Commonwealth" as defined in Article 14, Section 3, "Vacations", shall be included.
3. Unit Members promoted into said Trust Fund after the accretion date shall retain: (A) their "creditable service" for vacation, (B) their seniority for the purpose of promotion or layoff, and (C) their benefits as stipulated for said Trust Fund employees specified in this Agreement.

## **APPENDIX G: EVALUATION OF UNIT MEMBERS**

### **A. Purposes of Evaluation of Unit Members**

The parties recognize that the overall aim of the evaluations of Unit Members is the continual maintenance and improvement of the quality of service throughout the University. To this end the evaluations should serve the following particular purposes:

1. To help individual Unit Members improve their performance;
2. To assist in making decisions regarding the employment status of Unit Members, and;
3. To increase the effectiveness and efficiency of Unit Members acting as members of a team responsible for the delivery of educational services.

### **B. Evaluation Assessments**

The evaluation procedures set forth in this Agreement are therefore designed to provide the following:

1. A means of assessing individual performance and achievements in assigned roles;
2. A means of assessing activities leading to self improvement and continuous performance growth;
3. A means of assessing performance in areas such as communications and leadership, and in general management skills such as planning, budgeting, decision-making, interpersonal relations, conflict resolution, and problem-solving, which may be pertinent to their job and;
4. A means of assessing performance and growth of Unit Members in relation to their role-specific area, to their fellow employees in related areas, to their fellow employees in other areas within the University, and to their overall contribution to the maintenance and development of the University's programs and operations.

### **C. Criteria for Evaluation**

Every Unit Member shall be evaluated at least annually on the basis of the following criteria:

1. Effectiveness in carrying out those responsibilities assigned by his or her supervisor; and
2. Effectiveness in such job related functions as:



- a. Communications;
  - b. Decision-making;
  - c. Planning and goal completion;
  - d. Operations and action;
  - e. Problem-solving and conflict resolution;
  - f. Human, inter-personal, and public relations;
  - g. Demonstrated commitment to the principles of Equal Opportunity and Affirmative Action;
  - h. Delegation of responsibilities, and
  - i. Technical expertise; and
3. The kind and quality of the Unit Member's efforts to maintain and augment his or her knowledge and skills in the professional field in which he or she is employed and assigned, which are to include specifically such of the following as may be applicable:
- a. Advanced study and/or professional development activities;
  - b. Activities demonstrating professional leadership;
  - c. Development and communication of information and/or studies, including the dissemination of writings, reports, papers, conference presentations, and the like;
  - d. Participation in conferences, seminars, workshops, and similar professional gatherings; and
  - e. Such other information pertinent to the Unit Member's professional growth and development; and
4. Such other activities as may be pertinent to the Unit Member's contribution to the University community.

D. Materials to be Utilized in the Conduct of Evaluations

To the extent that each is available at the time when an evaluation is conducted, the following materials shall be utilized in the conduct of the evaluation of each Unit Member:

- 1. The supervisory Evaluation Form completed in accordance with the provisions of this Appendix;
- 2. Any materials or statements submitted by the Unit Member in accordance with the provisions of this Appendix; and
- 3. Materials contained in the Unit Member's official personnel file.

E. Evaluation Procedures

1. Self Evaluation

- a. The Unit Member may submit to his or her area supervisor any additional written information and material that he or she deems relevant to the conduct of the evaluation.
- b. If it is to be utilized, this material shall be submitted within fifteen calendar days prior to the deadline date established by the Vice Chancellor for Administration and Finance for the evaluation schedule.

2. Evaluation by Area Supervisor

- a. Each Unit Member's performance shall be evaluated at least annually by his or her area supervisor, this evaluation to be set forth in writing by the supervisor using the evaluation form as provided by the Human Resources Office.
- b. The area supervisor shall conduct the scheduled evaluation of his or her respective Unit Members on the basis of the evaluation criteria set forth in Section C of this Appendix. The evaluation information to be considered by the area supervisor shall include the materials, if any, submitted by the Unit Member.
- c. Within two weeks following the end of the time period scheduled for evaluation, the Unit Member shall be contacted by his/her supervisor to discuss the evaluation. After discussion, the supervisor and Unit Member will sign the evaluation and a written copy of his/her evaluation will be provided to the Unit Member. Within three (3) working days after receipt of the signed evaluation the Unit Member may submit a written response to the evaluation made by his/her supervisor.

3. Review by the Area Vice Chancellor

The annual evaluation of every Unit Member conducted by his/her supervisor shall be reviewed by the area Vice Chancellor. The area Vice Chancellor shall then record on the Evaluation Form completed by the area supervisor any such recommendations and comments as are deemed appropriate by the area Vice Chancellor. Each Unit Member so evaluated shall receive a written copy of his area Vice Chancellor's comments and recommendation. Upon written request submitted to the area Vice Chancellor, the Unit Member shall, within seven (7) days after such receipt, be entitled to meet with the area Vice Chancellor to discuss

his/her evaluation. Within three (3) working days after any such meeting, the Unit Member may submit a written response to the evaluation made by the area Vice Chancellor. Thereafter, the area Vice Chancellor's evaluation together with all materials taken into consideration in its preparation, and any written response thereto, shall be forwarded to the Human Resources Office and become part of the employee's permanent personnel file.

F. Time Schedules

The annual evaluations of all Unit Members shall be completed in accordance with a schedule established annually by the Vice Chancellor for Administration and Finance. The Parties agree that the establishment of any such schedule or schedules shall nevertheless permit frequent periodic evaluation meetings between an area supervisor and/or an area Vice Chancellor on the one hand and a Unit Member on the other, especially one who is in his/her first year of employment. Therefore, the Vice Chancellor for Administration and Finance shall attempt to phase the first annual evaluation of a newly employed Unit Member into the more general evaluation schedule in such fashion as to permit one or more periodic evaluation meetings to take place as previously indicated prior to the conduct of such Unit Member's first annual evaluation, according to the previous sections. Nothing in the foregoing provisions shall restrict the right of the Chancellor to require, in the case of any particular Unit Member, that an evaluation be conducted sooner or more frequently than is otherwise provided. Written notice of such time schedules shall be provided by the Vice Chancellor for Administration and Finance to all supervisors of Unit Members, to all area Vice Chancellors, and to the Union President. Notice to the Union President shall be deemed to be notice to all Unit Members. In the event that any member of the bargaining unit shall have failed to comply with any time schedule affecting the conduct of any evaluation, the Chancellor or designee may in his/her discretion, after reviewing the materials, if any, which have been prepared or submitted pursuant to the conduct of such evaluation, make such recommendations or take such action as he/she deems to be required in respect thereof, and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

## **APPENDIX H: POSITION CLASSIFICATION REVIEW COMMITTEE**

The parties mutually agree to establish a committee comprised of Unit and Non-Unit Professional Staff, whose charge will be to make a recommendation for the selection of a standardized position classification system.

## **APPENDIX I: ATHLETIC COACHES**

Effective July 1, 2012, all individuals coaching a Division 1 athletic team shall be excluded from the bargaining unit.

Following the ratification of this agreement, the parties shall meet to discuss and revise, as necessary, the current practice of appointment and reappointment of all Division 2 athletic team coaches.

## **APPENDIX J: FMLA**

Doc. T93-123  
Passed by the BoT  
November 10, 1993  
Revised 2/6/94

### **FAMILY LEAVE POLICY**

#### **Applicability**

This policy shall apply to all eligible non-unit employees of the University of Massachusetts.

#### **Family and Medical Leave**

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), employees of the University are entitled to up to 12 weeks of unpaid leave during any calendar year.

Leave may be granted for any of the following reasons:

- the birth of a child and in order to care for a child, provided any such leave concludes within 12 months of the birth of the child;
- the placement of a child with the employee for adoption or foster care, provided any such leave concludes within 12 months of the placement of the child;
- the care of an employee's spouse, child, or parent with a serious health condition; or
- the employee's own serious health condition that makes the employee unable to perform the essential functions of the position.

Leaves covered by this policy will be referred to as "FMLA" leave. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be credited as such in University records, even if the employee does not specifically identify it as FMLA leave.

#### **Eligibility**

To be eligible, employees must have been employed by the University for at least 12 months and have worked at least 1250 hours during the 12 month period immediately preceding the commencement of the leave.

#### **Duration**

FMLA leave may last for a total of up to 12 weeks during any calendar year.

Alternatively, leave taken for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically

necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as FMLA leave does not exceed a total of 12 weeks during the calendar year. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only by prior arrangement with the University.

An employee and spouse both working for the University who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks if the leave is for the birth, adoption, or placement for foster care of a child or to care for a parent with a serious health condition.

### **Covered Health Conditions**

In accordance with the FMLA, a "serious health condition" means one of the following conditions affecting the employee or the employee's child, spouse, or parent:

- an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical-care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e. doctor, dentist, clinical psychologist);
- continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than 3 calendar days; or
- prenatal care.

### **Leave Arrangements**

Employees should submit a leave application to their immediate supervisor, who will forward it to Human Resources.

In instances where leave is foreseeable, employees must provide 30 calendar days advance notice of the leave request. In cases of planned medical treatment, the employee should consult with the immediate supervisor in an attempt to schedule the leave so as not to disrupt unduly the University's operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

Where the leave is for the serious medical condition of the employee or the employee's spouse, child, or parent, the employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Human Resources Department and will be filled in by the employee's health care provider. In certain instances, a second or third medical certification may be required at the University's expense. An employee will

not be permitted to commence or remain on a FMLA leave unless a valid medical certification form is provided.

In the case of a foreseeable intermittent leave for planned medical treatment or during a period of recovery from a serious health condition, the University may require an employee to transfer temporarily to an available alternative position, at the equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

### **Pay During Leave**

Except as provided in this paragraph, all FMLA days are without pay. However, an employee may use accrued vacation and personal days for any covered FMLA leave, may utilize accrued sick days for FMLA leaves due to the employee's own serious health condition, and may use family sick leave for the illness of a spouse, child or parent. The University may, in its discretion, based on the needs of the campus, require an employee to utilize accrued vacation, personal, or sick days during a covered leave. The Human Resources Office will notify the employee if the University is going to require the use of accrued time during a covered leave.

### **Benefits During Leave**

The University will maintain group health insurance coverage during a covered FMLA leave on the same terms as if the employee had continued to work. Employees will be advised by the Human Resources Office about the amount and method of payment of their portion of the health insurance premium.

In the event an employee does not return from a covered FMLA leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the employee, if any, or by otherwise seeking recovery of the premium through the legal process.

The University will maintain other benefits, such as life and disability insurance, in effect during the paid portion of a covered FMLA leave, and, during any unpaid portion of a covered FMLA leave upon timely payment of the full premium by the employee, as specified by the Human Resources Office.

### **Communication By Employee During the Leave**

The University may require the employee to submit medical recertifications during a leave at 30 calendar day intervals, and it may require an employee to report periodically on their status and intent to return to work. In cases of leaves due to the employee's own serious

health condition which exceed 60 calendar days, employees must establish their fitness to return to duty in accordance with procedures in effect on their campus.

### **Reinstatement Following Leave**

Employees who return from covered FMLA leaves will be reinstated to their same or equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Coordination With Other Statutes**

The FMLA does not supersede any provision of state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, state law provides maternity/adoptive leave; time spent on such leave will simultaneously be counted toward FMLA leave eligibility.

### **Implementation**

The President of the University of Massachusetts is hereby delegated authority to implement, amend, or modify this policy for non-unit employees of the University.



## **APPENDIX K: TRAVEL POLICY**

Doc. T92-031 (Appendix B)

*Passed by the BoT 6/3/92*

*Revised 2/1/95*

*Revised 6/17/95*

*Revised 2/15/97*

*Revised 9/18/13*

### **UNIVERSITY OF MASSACHUSETTS TRAVEL POLICY**

#### **PURPOSE**

To provide a uniform policy regarding approval, and control, of travel by employees and Trustees on University business, and to establish Standards for the management of travel expenditures. This policy applies to all campuses and the central administration of the University of Massachusetts.

#### **I. INTRODUCTION**

The Board of Trustees has assigned to the President and Chancellor of each campus responsibility for the approval and control of business related travel by employees. The President shall establish written standards to implement this policy. Campuses may establish campus travel guidelines within the scope of the University Policy regarding travel. Campus guidelines and procedures may be more, but not less, restrictive than the President's standards.

#### **II. POLICY STATEMENT**

A. This policy has been established to provide standards that ensure economical travel on University business while maintaining the necessary controls, accountability and compliance with applicable federal and state laws, and administrative efficiency.

B. This policy pertains to all employees, Trustees and non-employees traveling on University business regardless of source of funds.

C. Travel expenses must be approved by a person who has the authority to approve or deny payment of the travel expenses. Delegation of approval authority should not create a situation where an employee is approving the expenses of their supervisor or another employee of equal or higher position without appropriate authorization. Campuses/departments have the discretion to require their employees to obtain

preapproval for instate travel. For all out of state and in state with overnight travel prior approval is required.

D. All employees are required to obtain approval prior to any international travel. The President will get approval from the Board Chair and the Chancellors from the President.

E. If travelers are traveling internationally, it is recommended that they fully document their itinerary with their travel office and follow all established rules specific to Export Control. Fully documented travel plans allow the University to provide insurance and other coverage as appropriate.

F. For both domestic and international travel, the University travel program is to be used wherever possible in order to obtain lowest cost fares; access to airport, hotel and other travel related amenities; and to provide travel emergency support.

G. Reimbursement for travel under this policy is designed to comply with the accountable plan rules of the Internal Revenue Service (IRS) as contained in Publication 463 "Travel, Entertainment, Gift and Car Expenses". Compliance with the accountable plan rules permits the University to provide reimbursement for business related travel expenses on a nontaxable basis. Employees, and other authorized individuals, who incur travel expenses while conducting official University business may be reimbursed for all reasonable and necessary expenses in accordance with this policy, and the Standards established by the President of the University.

H. Travelers and management are responsible for ensuring that travel expenses are for valid University business-related purposes; are in accordance with University policies and procedures; and are a prudent and judicious use of University funds.

I. Employees and non-employees traveling on University business are expected to choose the most economical mode of transportation that meets the traveler's scheduling and business needs and University policy.

J. All travel expenses incurred by travelers must be substantiated and documented in accordance with University policy, standards, applicable federal and state laws and campus guidelines.

K. In circumstances where a traveler's expenses have been paid by the University (via Procard/Travel Card, reimbursement, etc.) and a third party for the same travel expenses, the traveler will ensure that the duplicate reimbursement is returned to the University within 30 days of the receipt of the duplicate payment.

L. Travelers traveling on sponsored funds should follow the most restrictive applicable policy (University policy or sponsor rules).

M. Approvers are responsible for validating that all expenses comply with University policy and standards, are a prudent and judicious use of University funds, are adequately documented, and are submitted and accounted for in a timely manner. Travelers are responsible for any late fees or items of a personal nature incurred while traveling.

N. Travel expenses for non-university employees, such as consultants, speakers, lecturers, visiting professors, candidates for positions, and students are reimbursed in accordance with this policy. Reimbursements which exceed the provisions established for employees shall require the advanced authorization of the Vice President or Vice Chancellor for Administration and Finance.

### **III. STANDARDS**

The President, in consultation with the Vice President for Administration & Finance and Chancellors, will issue administrative standards to implement this policy. Campuses shall document their processes for travel in writing.

