

*Agreement*

*between*

**University of Massachusetts -  
Lowell**

*and*

**Classified/Technical Unit**

*of the*

**University of Massachusetts ,  
MTA/NEA**

**July 2009 – June 2012**

## **PREAMBLE**

This Agreement entered into by the University of Massachusetts, hereinafter referred to as the Employer, and the Union will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems.

## **ARTICLE 1**

### **RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in bargaining units presently certified by the Labor Relations Commission or consented to by the parties.

Should any new classified classification(s) be added to the work force, the Employer shall notify the appropriate Union of such new classification(s). The Employer and Union shall consult to mutually determine if such new classification(s) shall be added to the bargaining unit. If the parties cannot agree, the matter may be referred to the State Labor Relations Commission by either party, with a request that the Commission make that determination.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in the Agreement.

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from grants or other non-state appropriated funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective grants or non-state appropriated funding source and the level of funding thereunder so allow, as determined by the Chief Executive Officer of the campus or his/her designee.

**ARTICLE 2:**  
**RULES AND REGULATIONS**

The parties agree that this Agreement in all respects supplants and replaces all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder namely: the Second Paragraph of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A; Paragraphs (4) and (5) (Gray Book), formerly paragraphs 5 and 6 of Section Forty-Five; paragraphs (1), (4), and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

## **ARTICLE 3**

### **UNION SECURITY**

#### **Dues Check-off**

*Section 1:*

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

*Section 2:*

An employee may consent in writing to the authorization of the deduction of Union dues 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 authorization by giving at least sixty (60) days' notice in writing to the Human Resources Office and the Secretary/Treasurer of the Union.

*Section 3:*

An employee may consent in writing to the authorization of the deduction of an agency service 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 agency service fee authorization by giving at least sixty (60) days notice in writing to the Human Resources Office and the Secretary/Treasurer of the Union.

*Section 4:*

The appointing authority shall deduct dues or an agency service fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with departmental policy to the Treasurer of the Union together with a list of employees whose dues or agency service fee are transmitted, provided that the appointing authority is satisfied by such evidence that it may require that the Treasurer of the Union has given to the Union a bond in a form approved by the appointing authority for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the appointing authority.

## **ARTICLE 4**

### **AGENCY SERVICE FEE**

#### *Section 1:*

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of his/her employment, an agency 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.

#### *Section 2:*

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

#### *Section 3:*

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 service fee. In such litigation, the appointing authority shall have no obligation to defend the termination.

#### *Section 4:*

Disputes between the parties concerning this Article 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 agency service fee on behalf of any employee.

If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, 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 agency service fee after having sufficient time to do so.

#### *Section 5:*

It is specifically agreed that the appointing authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Dues/Agency Service Fee Check-off Article, and the Union hereby agrees it will indemnify and hold the appointing authority harmless from any claims, actions or proceedings by an employee arising from the termination of an employee here under or from deductions made by the appointing authority.

## **ARTICLE 5**

### **UNION BUSINESS**

#### **Section 1: Union Representation**

Union staff representatives shall be permitted to have access to the premises of the appointing authority for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the appointing authority with a list of staff representatives and their areas of jurisdiction.

#### **Section 2: Grievance Processing**

Except as hereinafter provided, Union business shall be conducted by Union stewards and officials on off-duty hours.

Union stewards and officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. Requests for such time off shall be made in advance and shall not be unreasonably denied. No steward or other representative of the Union shall at any time use his/her Union position as an excuse to refuse to carry out his/her own duties or to interfere with the work of any other employee.

The union will furnish the Employer with a list of Union stewards and their jurisdictions.

#### **Section 3: Paid Union Leave of Absence**

In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Employer/University Administration shall grant release time without loss of wages, benefits, or other privileges to bargaining unit members with the following conditions:

A. elected delegates of the Union may attend conventions of the State, Regional and Parent Organization such as the MTA Annual Convention, Williamstown Convention, and Higher Education Leadership Council (HELC) meetings. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.

B. to Union negotiating committee members for attendance at negotiating sessions with the Employer and related Union caucuses.

C. Release time must be requested by the President, the Vice-President, and Chief Steward or by the Field Representative or other official of CTU/MTA/NEA. Requests must indicate the names of the employee (s), the date and times requested, and the purpose for which the time will be used.

D. Requests for release time will require the prior approval of the Chancellor or designee. Requests for release time must be made five (5) days in advance. Requests for time off shall be made in writing to the Director of Human Resources and shall not be unreasonably denied.

#### Section 4: Unpaid Union Leave of Absence

Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the Chancellor or designee is required for all such leaves of absence or the extension thereof.

Leaves of absence without loss of benefits or other privileges (not including wages) may be granted to Union Officers and stewards to attend executive board meetings and other union meetings. Such leave will require the prior approval of the Chancellor or designee.

#### Section 5: Attendance at Hearings

Representatives and officers of the Union may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the Chancellor or designee. Witnesses called by the Union to testify at a Step 4 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages).

All leave granted under this section shall require prior approval of the Chancellor or designee.

#### Section 6: Union Use of Premises

The union shall be permitted to use the same or similar facilities of the Employer for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law.

This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hour, not granted elsewhere in the agreement.

#### Section 7: Bulletin Boards

The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the appointing authority for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the



Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or factions thereof.

*Section 8: Employer Provision of Information*

The Employer shall be required to provide the Union with the following information:

- A. Every three months a list of all new employees in the bargaining unit, date of employment and classification.
- B. Every six months a list of all employees who have been terminated.
- C. A list of all employees who withdraw check-off authorizations within two months of such withdrawal.
- D. A list of employees in each bargaining unit, including title and last date of hire. Such lists shall be updated each six months.

Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

*Section 9: Orientation*

Where the Institution provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employee.

*Section 10: Campus Mail*

The Union shall be permitted to utilize the intra-campus and inter-campus mail system for official Union Communication, including the use of electronic mail, and University-wide blast emails (i.e., UML Today).

## **ARTICLE 6**

### **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

*Section 1:*

The employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, sexual orientation, age, mental or physical handicap, or veteran's status.

*Section 2:*

The Union and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, national origin, gender, sexual orientation, age, mental or physical handicap, or veteran's status specific positive and aggressive measures must 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, rate of compensation, and in-service or apprenticeship training programs. Therefore the parties acknowledge the need for positive and aggressive affirmative action.

*Section 3:*

This Article shall be in accordance with all applicable federal and state laws.

*Section 4:*

Any matters concerning this Article shall be subject to the Campus Affirmative Action Grievance Procedure and not the grievance and arbitration procedures provided in Article 29 of this Agreement.

## **ARTICLE 7**

### **WORKWEEK AND WORK SCHEDULES**

#### **Section 1: Scheduled Hours, Workweek, Workday**

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half hours per week excluding meal periods or forty hours per week excluding meal periods, as has been established for that job title at the particular job location. Any employee whose regular workweek has averaged more than forty hours excluding meal periods in the past shall have a forty hour workweek.

B. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.

C. When the Employer desires to change the regular work schedule of an employee he shall give the affected employee at least seven consecutive (7) days written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Institution or involving the health and safety of those persons whose care and/or custody have been entrusted to the Institution.

D. To the extent practicable, the normal workweek shall consist of five consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two consecutive days off in each seven day period. This subsection should not apply to employees in authorized flexible hours programs or on a four and two schedule, or summer hours.

E. Each employee shall be required to record his/her attendance in accordance with procedures presently established by the appointing authority. Thirty (30) days prior to any change in the existing method of recording attendance, the Chancellor or designee will notify the Union of such change and will meet and confer with the Union to discuss such change.

#### **Section 2: Overtime**

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week or eight hours per day; provided, however, that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one-half of his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.

B. Compensatory time off in lieu of pay for overtime work may be authorized by the Chancellor, or designee only upon request of the employee. Such compensatory time shall be at time and one-half for each hour worked. The appointing authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the

Employer to participate in an approved voluntary flexible hours program that has been duly authorized by the Chancellor or his/her designee.

C. With the exception of sick leave, all time for which an employee is on full pay status such as vacation, holidays, paid education leave and paid union leave shall be considered time worked for the purpose of calculating overtime compensation. If sick leave is taken in a week of mandatory overtime, an employee may substitute three (3) days per year for alternative time (vacation, compensatory, holiday, or personal time) and up to two (2) days per year of sick time.

D. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

E. The appointing authority shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

F. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek.

G. The provisions of this Section shall not apply to employees on full travel status.

H. In instances where no employee can be found to perform institutional overtime work, the appointing authority may assign such work to the least senior employee who, in the judgment of the appointing authority, is capable of carrying out the required duties.

### Section 3: Regular Meal Periods

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the institution and the needs of the employee.

### Section 4: Rest Periods

Employees shall be granted two fifteen minute rest periods per work day of at least seven and one-half hours, but separate from the meal period.

### Section 5: Call Back Pay

Effective on the date of signing of this Agreement, an employee who has left his/her place of employment after completing work on his/her regular shift and is called back to work prior to the commencement of his/her next scheduled shift shall receive a minimum of four hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

### Section 6: Court Time

Any member of the bargaining unit who, while off duty, is required by the appointing authority to appear as a witness for the Commonwealth in a criminal case, in district, juvenile or superior courts, License and Police Commissions, and show cause hearings and civil cases arising out of such criminal cases shall be paid at a rate of time and one-half. The unit member will be paid a minimum of three (3) hours at the time and

one-half rate, except that when such duty is required on the employee's regular day off, he/she shall be paid a minimum of four (4) hours at the time and one-half rate.

*Section 7: Inclement Weather*

In the event that classes are canceled due to inclement weather, only personnel designated as "essential" shall be required to work. Essential personnel who report to work on a day when classes are canceled shall be entitled to compensatory time off, based on the actual number of hours worked. Such compensatory time shall be taken within ninety (90) days following its accrual. Each year a list of essential personnel shall be forwarded to the Director of Human Resources by the appropriate supervisor.

*Section 8: Shift Differential*

A. Employees rendering service on a second or third shift as hereinafter defined shall receive a shift differential of 50 cents per hour for each hour worked.

B. For the purpose of this Section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.

C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this section.

D. For employees who are required to work a second or third shift as governed by paragraph C of this section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

*Section 9: Compressed Workweek*

The University will allow bargaining unit members to participate in a compressed work schedule in accordance with the following:

Effective the Monday following the University's Commencement Exercise through the second Friday in August, and the Monday following final exams in the Fall semester through the second Friday in January bargaining unit members may elect to work a compressed work schedule subject to the following terms and conditions:

- Unit members will begin work at 8:30 AM, will eliminate the two – fifteen (15) minute breaks, reduce their lunch break to one half hour and end the work day at 4:00 PM.
- All offices must be covered until 5:00 P.M.
- A rotating work schedule should be developed if all employees in an office choose compressed work schedules and the supervisor determines that one or more employees must work until 5:00 P.M.

- Supervisors in offices which are staffed by one bargaining unit employee and have no other clerical help may develop a rotating schedule with a nearby office.

## **ARTICLE 8**

### **LEAVE**

#### **Section 1: Sick Leave**

(a) A full-time employee shall accumulate sick leave with pay credits at the rate of one work day for each full payroll month of employment for a total of twelve (12) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

(i) Each employee may exercise the option to receive, at the end of the fiscal year, a dollar amount equal to the value of unused annual sick leave credits to a maximum of six (6) days, based on the table below. This option is based on an employee's annual sick leave accrual and usage only.

<u>Sick Leave Days Used</u>	<u>Sick Leave Cashed in Allowed</u>	<u>Cash in Value</u>
0	6	6 days (100%)
1	5	5 days (100%)
2	4	3 days (75%)
3	3	2.25 days (75%)
4	2	1 days (50%)
5	1	0.5 days (50%)
6 or more	0	0 days (0.0%)

The decision to cash in sick leave time must be made by May 1. Sick days cashed in shall be deducted from the employee's sick leave balance. In order to exercise this option an employee must cash in all sick leave as allowed below.

- (b) A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- (c) Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:
- (i) When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
  - (ii) when the spouse, domestic partner (only in such locales where marriage is not a legal option for same sex marriages), child, or parent of either employee or his/her spouse or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per fiscal year; and
  - (iii) When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.

(d) 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.

(e) Whenever the Chancellor or his/her 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 days, the Chancellor or 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 CEO or designee, may, at the discretion of the CEO or designee, result in the absence being treated as absence without pay.

(f) The appointing authority 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 appointing authority and/or by a physician of the employee's choosing. If the appointing authority requires the employee to be examined by its designated physician, the appointing authority shall assume the cost of such examination. The results of such examinations(s) must attest to the fitness of such employee to return to his/her regularly assigned duties.

(g) Sick leave must be charged against unused sick leave credits in units of one-half hour (1/2) or full hours, but in no event may the sick leave credits used be less than the actual time off.

(h) Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or, if no personal leave credits, then on vacation leave. Such leave shall be charged on the same basis as provided in subsection (g).

(i) An employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the appointing authority where such absence was caused by:

- (i) Illness of said employee;
- (ii) Dismissal through no fault or delinquency attributable solely to said employee;
- (iii) Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workmen's Compensation benefits.

(j) A regular part-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

(k) Notification of absences under this Article must be given to the designated representative of the appointing authority at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.

(l) No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee (including any sick leave bank provisions).

(m) Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave



at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit. Employees who are eligible to retire in accordance with the provisions of Chapter 32 of the Massachusetts General Laws and decess while employed, shall have paid to their beneficiary(ies) or estate twenty percent (20%) of the value of their unused accrued sick leave at the time of their death.

(n) Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

(o) An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or who receives such injuries in the pursuit, apprehension, or detention of suspects as reflected in the official police report, and who as a result of such injuries would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

#### Section 2: Paid Personal Leave

Except as noted below, effective January, 2002 and annually thereafter, on the first payroll of the new calendar year, full-time employees shall be credited with three (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	4
July 1 through September 30	2
October 1 through December 31	0

For the period July 1, 2001 through December 2002 each full time bargaining unit member on the payroll as of July 1, 2001 will be credited with nine (9) paid personal leave days which must be used or forfeited by the last payroll day of the payroll month of December 2002. Full time bargaining unit members hired into the unit after the first payroll day of the month of July 2001 and prior to the last payroll of December 2001 shall be credited with three (3) days in addition to amounts listed in the schedule above.

#### Section 3: Bereavement Leave

Upon evidence satisfactory to the appointing authority of the death of a spouse, domestic partner (only in such locales where marriage is not a legal option for same sex marriages) child (biological, adopted, or step), stepchild, parent, brother, sister, grandparent, or grandchild of an employee; or parent of spouse; or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four consecutive working days.

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 brother, sister, great-grandparents, step-grandchild, grandparents, and son and daughter's in law.

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.

#### Section 4: Voting Leave

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two hours, for the sole purpose of voting in the election.

#### Section 5: Civic Duty Leave

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employees.

B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:

(1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or

(2) Remit to the appointing authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned 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 court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service

will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. 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.

#### Section 6: Military Leave

A. 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.

B. 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.

C. 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.

D. 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.

#### Section 7: Child Birth and Maternity Leave

A. A full-time female employee who has completed her probationary period, and who is absent from her employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth shall be granted a maternity leave without pay if her request for such leave is made to the appointing authority as least two weeks in advance of the anticipated date of departure. 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. If an employee has accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of this Agreement.

B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credit as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the

employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provision of this agreement to the contrary, the maternity leave granted under the Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave.

If, upon the request of an employee, the appointing authority grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.

#### Section 8: Parental Leave

Upon written application to the appointing authority, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention of return, may be granted parental or adoptive leave for a period not exceeding eight (8) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.

#### Section 9: Family and Medical Leave Act (FMLA)

The Appointing Authority shall implement the provision of the FMLA in accordance with the University of Massachusetts Board of Trustees Policy (Doc T93-123) as amended.

#### Section 10: Education Leave

Employees may be granted a paid leave of absence in accordance with the policies of the Institution for educational purposes, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The employee shall not suffer any loss of seniority or benefits as a result of such leave.

#### Section 11: Unpaid Personal Leave

Unpaid personal leave, other than herein before specified, may be granted by the appointing authority upon the written request of an employee at least thirty (30) days in advance. Approval shall not be unreasonably denied.

Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the terms of such leave.

#### Section 12: Blood Donation Leave

Any employee shall be allowed a leave of absence without loss of pay not to exceed 2 hours (not more than eight hours in each calendar year) for the purpose of donating platelets, plasma white cells or whole blood.

## **ARTICLE 9**

### **VACATIONS**

#### *Section 1:*

(a) Beginning at the end of the first full payroll month (herein after 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:

<u>Length of continuous</u> <u>Full-time "creditable</u> <u>service" as of the end</u> <u>of each applicable month.</u>	<u>Vacation Credit Accrued</u>
Less than forty-two (42) months:	2.88 hours per pay period (10 days per year)
Forty-two (42) months, but less than one hundred two (102) months:	4.32 hours per pay period (15 days per year)
One hundred two (102) months, but less than two <del>hundred twenty two (222)</del> <del>months:</del>	5.76 hours per pay period <del>(20 days per year)</del>
One hundred two (102) months, but less than two hundred sixteen (216) months	5.76 hours per pay period (20 days per year)
<del>Two hundred twenty two</del> <del>(222) months, or more:</del>	7.21 hours per pay period (25 days per year)
Two hundred sixteen (216) months, or more:	7.21 hours per pay period (25 days per year)

(b) 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 in the Institution 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 12 of this Article. In computing an employee's vacation status all "creditable service" from the first working day in the Institution up to the end of each full 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 the Agreement, be deemed to have that "creditable service", if any, which he/she has at the termination of the predecessor Agreement.

*Section 2:*

A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

*Section 3:*

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.

*Section 4:*

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.

*Section 5:*

An employee who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her continuous service for vacation purposes.

*Section 6:*

The appointing authority shall grant vacation leave within twelve 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 employee shall carry more than fifty 50 days of vacation leave credits.

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.

*Section 7:*

Absences on account of sickness in excess of the authorized sick leave provided in the Agreement (or for personal reasons not provided for under said sick leave provisions), may be charged, unless otherwise notified by the employee, to personal leave, if any, then to vacation leave, if any.

*Section 8:*

Charges to vacation leave credit may be allowed in units of one half (1/2) hour.

*Section 9:*

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 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 payroll.

*Section 10:*

An employee who is eligible for vacation under these rules, whose services are terminated for any reason other than 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. An employee who is dismissed for cause shall be entitled to payment for any accrued but unused vacation leave up to a maximum of twelve (12) months accrual calculated on the basis of the monthly rate applicable to the employee on the date of dismissal.

*Section 11:*

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 an absence of three years unless approval of the appointing authority is secured for any of the following reasons:

- A. Illness of the employee
- B. Dismissal through no fault or delinquency attributable to the employee.
- C. 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 Workers' Compensation benefits.

*Section 12:*

An employee who is granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 of the Acts of 1941, as amended, and who, upon honorable discharge from such service in said armed forces, returns to the service of the Institution, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said armed forces but which had not been used prior to military leave.

*Section 13:*

An employee who is reinstated after military leave, as referred to in Section 13 may be granted vacation allowance up to the equivalent of twelve months' accrual as of the date on which he/she returned or return, provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave shall, in any way, affect vacation credits accrued by such an employee in any full month of employment after he/she returns from military service.

*Section 14:*

Vacation leave shall accrue to an employee while on a leave with pay status or on industrial accident leave.

*Section 15:*

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.

*Section 16:*

An employee who has available unused vacation leave, and who, because of the provisions of Section 7 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.

*Section 17:*

Any employee wishing to exercise his/her seniority for vacation preference must apply in writing at least sixty (60) days in advance of the first day requested. The appointing authority shall respond to this request in writing, indicating whether it can reasonably schedule such vacation, at least forty-five (45) days in advance of the first day requested.

All vacation leave shall be requested and approved in advance.



## **ARTICLE 10**

### **HOLIDAYS**

#### *Section 1:*

The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
*Evacuation Day (Suffolk County only)	Veterans Day
Patriots Day	Thanksgiving
*Bunker Hill Day (Suffolk County only)	Christmas Day
Memorial Day	

#### *Section 2:*

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the appointing authority.

#### *Section 3:*

When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

#### *Section 4:*

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five or more days, he/she at the option of the appointing authority, shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within ninety (90) days following the holiday, unless agreed otherwise by the appointing authority and the employee, to be taken at a time designated by the employee and approved by the appointing authority.

#### *Section 5:*

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 reasons 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.

#### *Section 6:*

An employee who is on leave without pay or is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

#### *Section 7:*

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the administration at least one half (1/2) hour prior to the beginning of the

scheduled tour of duty and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement warrants the granting of paid leave of absence for such day. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived. An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or compensatory day off for that holiday.

*Section 8:*

An employee not otherwise entitled to the Suffolk County holidays pursuant to Section 1 above, and who is scheduled to work on such a holiday, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Additionally, an employee who is not scheduled to work on Suffolk County holiday, if the employee's usual workweek is five (5) or more days shall be entitled to a day off with pay in lieu of each of the Suffolk County holiday. Such day off may be taken at a time designated by the employee and approved by the appointing authority, but usually within ninety (90) days.

*Section 9:*

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, the rules for observing such holiday shall be consistent with the Commonwealth of Massachusetts covering such observance. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding *Section 5*: If such day off cannot be granted for reasons satisfactory to the appointing authority, such employee shall be given a day off in lieu thereof, or shall be paid compensation therefore, in accordance with the provisions of the preceding *Section 5*:

## **ARTICLE 11**

### **EMPLOYEE EXPENSES**

#### *Section 1:*

A. Job related expenses shall be paid in accordance with the University of Massachusetts Board of Trustees Policy on Employee Expenses.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or their regular work location. With approval of the Chancellor, an employee's home may be designated as his/her regular office by his/her appointing authority for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

#### *Section 2:*

Bargaining unit members who have his/her day extended by three (3) hours either by a call back or additional hours, shall receive, after three (3) hours, a meal stipend of \$ 5.00 for the first six (6) hours then \$5.00 for every four (4) hours thereafter.

## **ARTICLE 12**

### **EMPLOYEE COMPENSATION**

#### **Section 1: Annual Salary Rate Increases**

The following general salary rate increases shall apply to all full-time bargaining unit employees employed on the effective dates of salary increases and the date of execution, except for those employees who were employed on the effective dates of the salary increases and who subsequently retired, deceased, or transferred to another bargaining unit at the University of Massachusetts Lowell prior to the date of execution.

A. Over the term of the agreement, the following salary adjustments shall be made:

Effective July 5, 2009, the salary rate of each employee employed on such date shall be increased by an amount equal to one percent (1.0%), thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.

If actual tax revenues in FY '10 are equal to or exceed \$20.3 billion, an additional 1% across-the-board salary increase may be made. This increase will be retroactive to the date of the original 1% (for a 2.0% total wage increase effective July 5, 2009).

If actual tax revenues in FY '10 are equal to or exceed \$21.4 billion, an additional 2% across-the-board salary increase may be made. This increase will be retroactive to the date of the original 1% (for a 3.0% total wage increase effective July 5, 2009).

The calculation of actual tax revenues will not include federal stimulus spending or other one time revenues.

The payment of the revenue-based salary increases shall only be effectuated upon the Legislature's approval of supplement appropriations necessary to fund the full amount of such increases.

Effective July 4, 2010 the salary rate of each employee on the payroll on July 3, 2010 shall be increased by an amount equal to three percent (3.0%), thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.

Effective July 3, 2011 the salary rate of each employee on the payroll on July 2, 2011 shall be increased by an amount equal to three percent (3.0%), thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.

The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the Agreement. However, former bargaining unit members who died, retired, or transferred out of the bargaining unit (but remained in the employ of the employer) during the period between July 5, 2009 and the execution date shall receive

appropriate increases as provided in this Article for their period of employment in the bargaining unit.

Should additional funding be made available through an appropriation of the General Court the parties agree to meet to discuss the terms of such appropriation and to amend the agreement as is necessary and appropriate.

Section 2: Employees Hired, Reinstated or Reemployed on or after July 1, 2001

The Salary rate for an employee hired, reinstated, or reemployed on or after July 1, 2001 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiring rate.

Section 3: Step Rate Increases and Promotions

A. An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her appointing authority. An employee shall progress from one step to the next higher step after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within the Article.

In the event an employee is denied a step rate increase by his/her appointing authority, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.

B. Whenever an employee receives a promotion to a position as defined in Article 17, the employee's new salary rate shall be calculated as follows:

1. Determine the employee's salary rate at his/her current job group;
2. find the next higher step within the employee's current job group, or, for employees at the maximum rate within their current job group, multiply the employee's current salary rate by one and two one hundredths (1.02).
3. Compare the resultant sum to the rates for the higher job group into which the employee is promoted;
4. The employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

The anniversary date for such an employee shall become the effective date of the promotion.

Section 4: General Provisions

A. Salary rates of full-time employees are set forth in the Appendices to this Article which are attached hereto and hereby made a part of this Article.

B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

*Section 5: Regular Part-Time Employees*

A regular part-time employee shall be entitled to the provisions of this Article in the proportion that his/her service bears to full-time service.

*Section 6: New Unit Employees from Units Not Covered By This Agreement*

A. An employee entering a position within a bargaining unit covered by the Agreement from a position in the same salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step in a grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be reduced in compensation by such entry into the bargaining unit.

B. Whenever an employee enters a position in a higher job grade from a position within a bargaining unit not covered by the Agreement, the employee's new salary rate shall be determined in the same manner as set forth in Section 3, paragraph "B".

C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a higher salary grade in a bargaining unit not covered by this Agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee be placed in a step grade which results in the employee receiving a rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

*Section 7:*

The salary rates increased as provided in this Article shall apply only to those employed on the execution date of the Agreement. However, former bargaining unit members who died, retired or transferred out of the bargaining unit (but remained in the employ of the Employer during the period between June 30, 2001 and the execution date shall receive appropriate increases as provided in this Article for their period of employment in the bargaining unit).

**ARTICLE 13**  
**GROUP HEALTH INSURANCE CONTRIBUTION**

The Commonwealth of Massachusetts 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 14**

### **HEALTH AND WELFARE**

#### *Section 1: Trust Agreement*

The parties have agreed to maintain a Health and Welfare Fund under an Agreement and Declaration of Trust executed by the Union and the Employer. Such Agreement and Declaration of Trust (herein after referred to as the "trust agreement") provides for a Board of Trustees composed of equal representation of the Employer and the Union.

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.

#### *Section 2: Funding*

Effective December 30, 2007 through June 30, 2008, the Employer agrees to contribute to the Health and Welfare on behalf of each full-time employee equivalent the sum of thirteen dollars (\$13.00) per calendar week.

Effective January 1, 2011 through December 31, 2011, the Employer agrees to contribute to the Health and Welfare on behalf of each full-time employee equivalent an additional \$0.50 per week for the sum of thirteen dollars and fifty cents (\$13.50) per calendar week.

Effective January 01, 2012 through June 30, 2012, the Employer agrees to contribute to the Health and Welfare on behalf of each full-time employee equivalent an additional \$0.50 per week for the sum of fourteen dollars (\$14.00) per calendar week.

Should additional funding be made available through an appropriation of the General Court, the parties agree to amend this Article to reflect the additional funding.

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.

#### *Section 3: Non-Grievability*

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

#### *Section 4: 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. The Employer's liability shall be limited to the contributions indicated under Section 2 above.

## **ARTICLE 15**

### **TUITION REMISSION**

#### *Section 1:*

A. For full-time employees, their spouses and dependent children enrolled in a State-supported course or program in any State institution of higher education excluding the MD program at UMASS Medical Center, full remission of tuition shall apply.

B. For full-time employees, their spouses and dependent children enrolled in a State-supported course or program in any State institution of higher education excluding the MD program at UMASS Medical Center, shall be exempt from any increases in mandatory general fees for life of the new contract.

C. For full-time employees, their spouses and dependent children enrolled in a course or program offered through continuing education in any State institution of higher education, fifty percent remission of tuition shall apply.

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

E. The remission benefit is subject to space available and usual and ordinary admissions policies, as well as, in accordance with the Higher Education Coordinating Council and policies and procedures set forth in Chancellor John B. Duff's memorandum of May 21, 1984.

#### *Section 2:*

The Employer agrees to maintain all other tuition benefits which employees covered by this Agreement enjoyed under policies and agreements with the employer immediately prior to the effective date of this Agreement. These benefits shall not be limited or precluded by the provisions of this Article.

#### **Section 3:**

Create a multi-union, system-wide labor-management committee to work towards the full restoration of our tuition benefit in preparation for the next round of contract bargaining.

## **ARTICLE 16**

### **SENIORITY**

#### *Section 1: Definitions*

- a. Campus Seniority: The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as computed from last date of hire by the campus.
- b. Classification Seniority: The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, in a specific job classification covered by this Agreement, as computed from the last date of hire into that job classification on the campus.
- c. Unit Seniority: The length of cumulative full-time equivalent service as a full-time or regular part-time service as a member of the bargaining unit."

#### *Section 2: Computation of Seniority*

For the purpose of computing seniority as defined above, when an employee is off the payroll for a period of thirty (30) consecutive working days or more, except when such absence from the payroll is for industrial accident leave, military leave, maternity leave, or involuntary leave due to serious illness or injury, his/her seniority shall be computed from the day he/she returns to the payroll until such time as he/she remains continuously on the payroll for a period of twice the length of his/her absence at which time he/she may add his/her previous creditable service for consideration under the specific personnel procedure in which seniority is a factor. An employee who is recalled shall, upon reinstatement be credited with such seniority as he/she had on the date of layoff.

#### *Section 3: Seniority for Days Off and Shift Assignments*

For days off and shift assignments, classification seniority shall be applied in accordance with past practice at the Institution.

#### *Section 4: Termination of Seniority*

An employee's seniority shall be terminated and his /her rights under this Agreement forfeited for the following reasons.

- (a) Discharge for cause, resignation or retirement.
- (b) Acceptance of a settlement for total and permanent disability.
- (c) Absence from work for fourteen (14) days without valid reasons and without proper and timely notification to the appointing authority, except where excused there from by the appointing authority.

## **ARTICLE 17**

### **PROMOTIONS AND FILLING OF VACANCIES**

#### **Section 1: Posting of Vacancies**

- A. A vacancy in a position subject to this Agreement, when available to be filled as determined by the appointing authority, shall be posted for not less than seven (7) work days.
- B. the notice of vacancy shall include the following:
  - 1. Job Title
  - 2. Grade and/or Salary Range
  - 3. Application Closing Date
  - 4. A description of duties and qualifications or the location where such description can be obtained.
- C. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed in such notice. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

#### **Section 2: Criteria for Appointments and Promotions**

- A. The following criteria shall be used by the Employer in selection a candidate to fill a vacant position except where the position is a targeted position in accordance with the Institution's Affirmative Action Plan:
  - 1. Ability to perform the requirements of the position
  - 2. Education and training related to the vacant position
  - 3. Experience in related work
  - 4. Work history and performance.
- B. Where qualification of applicants for posted Bargaining Unit vacancies are substantially equal, seniority shall be the deciding factor.
- C. Permanent vacancies for promotion shall be filled from within the Bargaining Unit unless there is sufficient reason for exception.

#### **Section 3: Trial Period for Promoted Employees**

- A. An employee who has been promoted to a new position shall be on trial status for a period not to exceed ninety (90) calendar days. When any position requires that an employee successfully complete a formal training program, the trial period will commence upon successful completion of such program.
- B. If the employee's work performance in the new position is not satisfactory to the appointing authority during this trial period, said employee shall revert back to his or her former position.
- C. If the promoted employee is not satisfied with the new position, he or she may elect to return to the former position within thirty (30) days after the said promotion.
- D. All promotions made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies resulting from an employee's promotion pursuant to this Article, shall be filled

temporarily or provisionally at least until the promoted employee has completed his/her period.

*Section 4: Provisional Appointments*

Effective June 30, 2008, a bargaining unit vacancy shall not be filled with a CC ('03) employee unless it is to meet one of the following conditions:

A. To temporarily replace a bargaining unit member who is on an approved leave of absence.

B. To fill a position which is known to be of limited duration, not to exceed twelve (12) months

C. To deal with an emergency situation.

*Section 5: Grievability*

Provisions of the foregoing sections 1 and 2 shall be subject to the grievance procedure set forth in Article 29.

## **ARTICLE 18**

### **OUT OF TITLE WORK**

#### **Section 1: Work in a Lower Classification**

a. When an employee is assigned by the appointing authority to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her rate of pay as if performing his/her regular duties.

b. An employee who is assigned by the administration to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

#### **Section 2: Work in a Higher Classification**

a. Any employee who is assigned by the appointing authority to a vacant position in a higher grade for more than thirty (30) days in any one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. Whenever any employee is assigned to any vacant higher rated position he/she shall no later than the tenth working day of his/her performing the higher rated position's duties, complete and transmit to his/her supervisor the form attached as APPENDIX A. The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the Chancellor, or designee, who shall thereupon determine whether the work assignment is or is not out of title work. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation.

b. An employee who is assigned by the appointing authority to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation (see Appendix A – Temporary Work Assignment).

**ARTICLE 19**  
**CLASSIFICATION AND RECLASSIFICATION**

*Section 1: Class Specifications*

(a) The appointing authority shall provide the Union with a copy of the class specifications of each title covered by this contract for which such a specification exists.

(b) Each employee in the bargaining unit shall be permitted by the appointing authority to have access to examine his or her class specification.

*Section 2: Individual Appeal of Classification*

The parties agree that any appeal pertaining to reclassification or reallocation shall continue to be governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein.

## **ARTICLE 20**

### **CLASS REALLOCATION**

#### *Section 1:*

Class reallocations may be requested by the Union whenever it believes a reallocation is justified by the existence of an inequitable relationship between the positions covered by the reallocation requests and other positions covered by this Agreement. If the Employer agrees that such an inequity exists, the Employer and the Union agree to jointly petition the General Court for such class reallocation. If, however, the parties are unable to reach agreement, the matter shall not be subject to the grievance procedure.

#### *Section 2:*

The Employer and the Union agree that the procedure provided in Section 1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.



## **ARTICLE 21**

### **LAYOFF AND RECALL**

#### *Section 1: Layoff*

A. Subject to the provisions of Article 6, in the event of a reduction of personnel, those employees having least seniority within classification would be first considered for release.

B. As soon as feasible after the appointing authority becomes aware of an impending reduction in the work force and prior to notifying any employees who may be affected, the appointing authority shall notify the Union of such impending reduction. Thereafter, the appointing authority shall meet with the Union to discuss the impact of the layoff on the affected employees, including the availability of similar vacant positions within the same appointing authority and including the availability of any training program which may be applicable to the employees.

C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower-graded classification on campus, the duties of which the employee has the ability to immediately perform, unit seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit.

D. In the event an employee is scheduled to be laid off and there exists a vacant position on campus which has been certified for filling in an equal or lower-graded classification in the bargaining unit, upon timely application by the employee, unit seniority shall prevail in permitting such an employee to fill such position provided the employee has the ability to perform the work.

#### *Section 2: Recall*

A. The appointing authority shall maintain a recall roster from which laid off employees will be recalled to available positions within their classification in accordance with unit seniority and subject to their ability to perform the work.

B. A laid off employee will remain on the recall roster for two years, provided that an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who fails to accept such offer within five days from the date on which he/she received or should have received such notice, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time.

C. An employee who is recalled shall have that seniority which he/she had at the time of layoff.

D. An employee who is recalled shall retain that step which he/she had at the time of layoff.

**ARTICLE 21A**  
**LAYOFF AND RECALL**  
**LABOR/MANAGEMENT COMMITTEE**

The parties agree to establish within thirty (30) days of the execution of this agreement a joint Labor/Management Committee to redesign the Layoff and Recall process. It is agreed that the committee will be comprised of the MTA Business Representative and two other unit members for the union, and the Director of Human Resources and two other management employees for management. It is agreed to continue with the provisions and process of Article 21 until such time as a new agreement is established.

It was also agreed that, to the extent practical, temporary employees performing bargaining unit work shall be released prior to laying off bargaining unit members.

## **ARTICLE 22**

### **PROBATIONARY EMPLOYEES**

#### *Section 1:*

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their employment; provided, however, that whenever any such employee shall, without break in service, have performed, on a part-time basis, the job whose specifications are the same as those of the position being so filled, such part-time service shall be credited toward fulfillment of the probationary requirement in such pro-rated amount as such part-time service bears to full-time service.

#### *Section 2:*

The six (6) months probationary period for new employees required to attend a formal training program as a condition of employment, will commence on the first full day of employment upon successful completion of the program providing that the training program starts no later than three (3) months from his/her date of hire.

#### *Section 3:*

There shall be no seniority during the probationary period, but upon successful completion of that period, the employee shall be credited with seniority from the date of hire.

#### *Section 4:*

The Union shall represent probationary employees for the purposes of collective bargaining with respect to tours of duty and other conditions of employment.

#### *Section 5:*

During the probationary period an employee may be disciplined or terminated without recourse to the grievance procedure; provided that no employee will be disciplined or discharged for lawful and protected Union activity.

#### *Section 6:*

An employee whose employment is severed must serve an additional probationary period upon reemployment, whether in the same or different job title; provided, however, that this requirement shall not apply to employees who are recalled.

#### *Section 7:*

The purpose of the probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted for more than thirty (30) consecutive working days, the probationary period shall be extended to compensate for that absence. The employee will be notified of this extension and the reasons for it.

#### *Section 8:*

At the completion of the first three (3) months of such probationary period and again within on (1) month prior to the completion of his/her probationary service, each

probationary employee shall be evaluated by his/her immediate supervisor. Such evaluation shall be recorded in writing by the immediate supervisor. The immediate supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the immediate supervisor's evaluations and recommendations and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the Chancellor or designee.

## **ARTICLE 23**

### **PERSONNEL FILES**

#### *Section 1:*

The Institution shall maintain an official personnel file for each employee. An employee shall have the right to inspect his/her personnel file during regular business hours upon written request and by appointment, and shall have a right to a copy at his/her expense. The Union, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.

#### *Section 2:*

The personnel file shall be one of the sources on which the administration bases decisions affecting the employment status of the employee and other decisions relating thereto. The personnel file shall include copies of official personnel correspondence with the employee. An employee shall receive a copy of any adverse material placed in his/her file and shall have the right to file a statement in response to any such material placed in his/her file. Any adverse material in an employee's file shall be removed after five (5) years upon written request of the employee; provided, however, that the appointing authority may, upon written request from an employee, remove any documentation of verbal warnings from the file after a period of two years, if there have been no further disciplinary actions taken against the employee.

#### *Section 3:*

Grievances relative to materials in the personnel file shall be limited to those materials which result in disciplinary action.

## **ARTICLE 24**

### **EVALUATION OF EMPLOYEES**

#### *Section 1:*

Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance evaluation will:

1. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances;
2. Serve as an important motivational tool and improve the quality of job performance;
3. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communication;
4. Base personnel actions and taking disciplinary action on objective, accurate and fair performance appraisals;
5. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

#### *Section 2:*

Performance evaluation of an employee shall be made annually by the immediate supervisor, following the anniversary date of initial hire or appointment to present position with the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on a form similar to the one attached hereto as Appendix F and shall be made on the basis of the following criteria:

1. Quality and quantity of work
2. Work habits;
3. Work attitudes;
4. Working relationships with others;
5. Supervisory ability (if employee supervises others).

#### *Section 3:*

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor or the next higher level who has been so assigned.

*Section 4:*

The Director of Human Resources shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation and any evidence or materials submitted in support of such evaluation, in the respective personnel file on each employee.

Upon receipt of an employee's evaluation, the Director of Human Resources and/or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations," or "Fails to Meet Expectations" shall apply.

*Section 5:*

Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the Director of Human Resources at any reasonable time upon reasonable prior notice. Such employee shall have the right to file a written statement in response to any such evaluation.

*Section 6:*

The affected employee shall have the opportunity to see the completed performance evaluation form and will be given the opportunity to initial it, whether in agreement with its contents or not.

*Section 7:*

An employee may only grieve the evaluation procedures of this Article and only to the level of Step 4 of Article 29.

**ARTICLE 24A**  
**EVALUATION PROCESS**  
**LABOR/MANAGEMENT COMMITTEE**

The parties agree to continue the joint Labor/Management Committee to redesign the Employee Performance Evaluation process and form. The Committee will continue to meet and, within fiscal year '99, will pilot a new performance appraisal form and process. At such time as a new form and process is established the committee will meet to review performance based awards and/or incentives. It is agreed that the committee will be comprised of the **MTA Business Representative** and two other unit members for the union, and the Director of Human Resources and two other management employees for management. It is agreed to continue with the provisions and process of Article 24 until such time as a new process and/or form is promulgated.

## **ARTICLE 25**

### **SAFETY PROCEDURES**

The employer shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The appointing authority may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statutes or with the rules and regulations promulgated thereunder. It was agreed that when the temperature in an office falls below sixty-two degrees (62°F), effected employees shall be moved to an alternate work location.

All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence in accordance with the procedures in effect at the Institution.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 4 of the Grievance Procedures set forth in Article 29 of this Agreement but shall not be processed to Step 5 thereof.

## **ARTICLE 26**

### **LABOR/MANAGEMENT COMMITTEE**

#### *Section 1: Campus Level*

With respect to each Unit covered by this Agreement, there shall be established a Committee at the campus level to be known as the Labor/Management Committee. Such Committee shall be composed of four (4) members: two (2) representing the campus administration and two (2) representing the Local. Such representatives shall respectively be appointed by the Chancellor and the Local.

The purpose of said Committee shall be to discuss matters of mutual concern to the campus and Local, including safety, equipment and employer/employee relations. It is also agreed that the Committee shall meet regularly and agree to include, as a standing agenda item, the status of accretions and other new positions to the bargaining unit.

The Committee shall seek to meet regularly. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

#### *Section 2: University Committees*

- (a) Upon the formation of any task force or committee charged with making or influencing policy or personnel decisions and/or recommendations directly affecting bargaining unit members, the University shall consider including Union representation.
- (b) Such requests to participate in a committee or task force shall not be unreasonably denied.



## **ARTICLE 27**

### **SICK LEAVE BANK**

Upon the date of execution of this Agreement, a Sick Leave Bank may be established for each unit covered by this Agreement where such bank does not currently exist.

Every sick leave bank that exists at any institution prior to the effective date of this Agreement shall be deemed to have been established pursuant to the provisions of this Agreement, and any employee who is a member of any bank on the effective date of this Agreement may remain a member thereof subject to the terms and conditions of this section.

During the term of this Agreement, an employee who is not a member of the Sick Leave Bank may become so by assigning to the Bank one (1) or more full days of his/her personal sick leave accumulation, during the annual thirty (30) day period established by the Union Management Committee for such purpose.

A member of the Sick Leave Bank shall be eligible to draw upon the Bank after the exhaustion of the member's personal sick leave, vacation leave, and personal leave accumulation as well as any compensatory days.

The Sick Leave Bank shall be administered by a joint Union Management Committee with majority representation of Union members. The Committee shall establish applicable rules and regulations not in conflict with this Article.

This local Union-Management Committee will determine at what level the Sick Bank will be replenished. However, members can donate one or more full days each time it is required that the Bank be replenished.

Any member of the Bank wishing to remain a member thereof and who has exhausted his/her personal sick leave accumulation shall assign such additional full day or days as of the date on which such member is next entitled to personal sick leave.

A member of the Sick Leave Bank shall begin drawing on the Bank only upon presentation of a medical certificate satisfactory to the Sick Leave Bank Committee. Such medical certificate shall be signed by a physician and shall set forth the nature of the employee's illness or disability and its anticipated duration. A unanimous vote of the Sick Leave Bank Committee shall be required to authorize the employee to begin drawing on the Sick Leave Bank.

After an employee has drawn on the Bank for ten (10) working days, his/her case shall be reviewed by the Sick Leave Bank Committee which may, by unanimous affirmative vote, authorize the employee to continue drawing on the Bank. This process shall be repeated after each successive period of ten (10) working days. Notwithstanding the foregoing,

any employee drawing on the Sick Leave Bank may at any time be disqualified from continuing to draw on the Bank by unanimous vote of the Sick Leave Committee.

Any personal vacation leave, sick leave or personal leave which accrues to an employee during a period in which he/she is drawing on the Sick Leave Bank shall be credited automatically to the Sick Leave Bank.

Any provision of this Article to the contrary notwithstanding, for those Sick Leave Banks in existence on the date of execution of this Agreement, the current Committee structure shall continue; provided, however, that at least one management representative shall be a member of each Committee. All decisions that the committees are empowered to make pursuant to this Article shall be by majority vote.

## **ARTICLE 28**

### **DISCIPLINARY ACTION**

#### *Section 1:*

The parties agree that the purpose of discipline in a labor intensive enterprise is to insure, through corrective action, that employees conduct themselves in a responsible manner. Progression from less severe to more severe corrective action is intended to bring about a change in behavior rather than simply to punish. The parties further acknowledge that it is not possible to agree upon the full range of potential corrective actions which may be taken by an employer or its representatives, particularly in a diverse statewide system of higher education.

#### *Section 2:*

An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause. An employee who severs his/her employment with the Employer must serve an additional probationary period upon reemployment, whether in the same or different job title.

#### *Section 3:*

Just cause may include, but shall not be limited to, the following:

1. Neglect or non-performance of duties;
2. Demonstrated incompetence in the performance of duties;
3. Willful dishonesty in the performance of duties;
4. Insubordination;
5. Violent behavior;
6. Chronic absenteeism or tardiness;
7. Unauthorized possession or use of alcohol or an un-prescribed controlled substance during any period of assigned work;
8. Willful release of information classified as confidential;
9. Unauthorized possession of weapons;
10. Theft or willful misuse of property of the Institution or its community.

#### *Section 4:*

Recognizing the importance of counseling in effective corrective discipline, the parties agree that disciplinary action, when imposed, will progress from minor to severe for repeated failure to meet obligations except in those circumstances which have resulted or may result in harm to the Institution or its community.

Disciplinary actions may include, but are not limited to, oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, suspension without pay, denial of salary step increase, transfer, demotion and discharge.

#### *Section 5:*

In the event that an employee is not given a hearing prior to the imposition of discharge, suspension or demotion for disciplinary reasons, then a grievance alleging a violation of Section 3 of this Article shall be submitted in writing by the aggrieved employee within seven (7) calendar days of the date such action was taken. The grievance shall be treated as a Step 2 grievance and Article 29 Grievance and Arbitration Procedure - shall apply.

*Section 6:*

An employee shall have the right to request that a representative of the Union be present at any disciplinary hearing that is held.

## **ARTICLE 29**

### **GRIEVANCE AND ARBITRATION PROCEDURES**

#### **Section 1: Introduction**

The parties recognize that Massachusetts General Laws Chapter 150E Section 8 provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Union or an employee or group of employees and the Employer. In the event the Union or an employee elects to pursue any matter covered by this Agreement in any other forum, the Employer shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to this Article or the Affirmative Action Article herein.

#### **Section 2: Definitions**

A. **Grievance** - "Grievance" shall mean any dispute concerning the application or interpretation of the terms of the collective bargaining agreement. It shall be a written statement on a Grievance Form setting forth all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.

B. **Grievant** - "Grievant" shall mean an employee or group of employees, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

C. **Day** - Except as otherwise provided in this Article, "day" shall mean a work day.

#### **Section 3: Procedures for Filing a Grievance**

##### **A. Step 1: Informal - Immediate - Supervisor and/or Department Head**

The Union and/or the grievant shall institute the grievance procedure of this Article by filing with his/her Immediate Supervisor during the term of this Agreement a written grievance. Said grievance shall be filed within seven (7) days from the date of the occurrence of the event or the date on which the unit member had or should have had reasonable knowledge of the event or conditions upon which the grievance is based. Within three (3) days after receipt of such notice, the Immediate Supervisor, and/or the Department Head where appropriate in the judgment of the appointing authority, shall meet or arrange to meet with the Union and/or the grievant in an attempt to resolve the grievance. If within five (5) days after such meeting, the Union and/or the grievant and the Immediate Supervisor and/or Department Head have failed to agree upon a resolution of the grievance, the Union and/or the grievant may elect to proceed to the next level.

##### **B. Step 2: Department Head and/or Director of Human Resources**

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days after the expiration of the final time period provided for in Step 1, he/she or the Union shall file a written grievance with the Department Head. The Department Head, and/or the Director of Human Resources, or designee, if appropriate in the judgment of the

appointing authority, shall meet or arrange to meet with the Union and/or the grievant within five (5) days to resolve the dispute and shall respond in writing within fifteen (15) days from the conclusion of the Step 2 Grievance Hearing.

C. Step 3: Campus Chancellor or Designee

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step 2 decision, or the expiration of the time period provided for in Step 2 above, the Union and/or the grievant shall send a notice of this intent to the Chancellor, or designee. The Chancellor, or designee shall meet or arrange to meet with the Union and/or grievant within ten (10) days for review of the grievance and shall render a written opinion within twenty (20) days from the conclusion of the Step 3 Grievance Hearing.

D. Step 4: President of the University of Massachusetts

If the Union and/or the grievant elects to proceed to this Step, then within ten (10) days of receipt of the Step 3 decision, or the expiration of the time period provided for in Step 3 above, the Union and/or the grievant shall file a notice of this intent with the President of the University of Massachusetts or his/her designee (hereinafter in this Article "President") and a copy of such notice with the Chancellor. The Chancellor shall forward, forthwith, a complete copy of the grievance record to the President. Within twenty five (25) days of receipt of the notice required to initiate this Step, the President shall review said grievance and issue a written decision.

E. Step 5: Arbitration

Within 30 days of receipt of the Step 4 decision or the expiration of the time period provided for in Step 4 above, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

- a. The Union shall have the exclusive right to initiate arbitration of a grievance.
- b. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all four (4) prior Steps of the grievance procedure, except as is otherwise provided in this Article;
- c. The Union shall initiate arbitration by giving written notice to the President and Chancellor within 30 days that it intends to submit a grievance to arbitration.
- d. The arbitrator shall be selected and the arbitration conducted pursuant to normal American Arbitration Association procedures.

Costs of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent by the Union and fifty percent by the appropriate institution. In all other respects the parties shall bear their own cost of arbitration.

Section 4: Decision of the Arbitrator

A. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law.

B. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall make his determination. The decision of the arbitrator shall be final and binding on all

parties to the arbitration proceeding including the grievant and shall be enforceable in any court of competent jurisdiction.

#### Section 5: Union Representation

Any member of the Unit may initiate and pursue a grievance through the first four (4) steps of the grievance procedure without intervention by any agent of the exclusive representative, provided that the exclusive representative shall be afforded the opportunity to be present at any conference held and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Union represent him/her at the initial step of the grievance procedure. No other representative shall be permitted at Steps 1 - 5. If the employee chooses at any point during the grievance procedure to not be represented by the Union then the Union shall have no further responsibility to represent the employee in regard to that grievance. The Union shall notify the Immediate Supervisor, the Department Head, and the Chancellor, as the case may require, of the name and address of such Union representative at the time he/she is so authorized to represent the grievant.

#### Section 6: Waiver and Admission

A. Waiver: If the Employer 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 may, within twenty-five (25) days of the response due date, invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 5. Failure of Union and/or the grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the Union and or the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties.

B. Admission: The resolution of a grievance by the immediate supervisor, the Department Head, the Chancellor, the President or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this agreement, or is recognizable or justifiable according to any applicable provisions of the law of the Commonwealth.

C. Grounds of Appeal The Employer and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, §8, and Chapter 150C, §10, 11, and 12 of the General Laws.

#### Section 7: Collateral Consequences of a Grievance

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; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.



## **ARTICLE 30**

### **MANAGEMENT RIGHTS**

The Union and the University of Massachusetts Lowell agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provision shall be construed to restrain the Institution from the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operation; the speed of such equipment or any job; to determine the content of job classification; to promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote and discharge employees; to contract out work, to control and determine the state of products which may be used by employees; to determine the time for work, staffing pattern and work area, to determine the method and place of performing work including the right to determine that the Institution's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work shifts and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done; to determine whether any part or the whole of its operation shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees; to promote; to upgrade, allocate, reallocate, or reclassify employees; to determine the starting and quitting time; to require overtime, and all other rights and prerogatives including those exercised unilaterally in the past, subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. Any management right set out in this Article shall be subject to the grievance and arbitration provisions herein.

## **ARTICLE 31**

### **SCOPE OF AGREEMENT**

#### *Section 1:*

The parties agree that during the negotiations of the terms of this agreement, they were afforded the unrestricted right to negotiate all matters covered by Chapter 150E; that they shall be governed exclusively by and limited to the terms and provisions of the Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matter pertaining to wages, hours, or other terms and conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement.

#### *Section 2:*

No addition to, alteration, modification, practice, or waiver of any term, provision, covenant or condition or restriction in this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Employer and the Union.

Any prior agreements covering employees covered by this Agreement shall be terminated and of no effect, upon the effective date of this Agreement and shall be superseded by this Agreement except for those benefits that are specifically continued into the new Agreement by mutual consent.

**ARTICLE 32**  
**NO STRIKE/NO LOCKOUT**

*Section 1:*

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown or withholding of services by employees.

*Section 2:*

The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best effort to terminate it.

*Section 3:*

The Employer agrees not to engage in the lock-out of unit employees.

**ARTICLE 33**  
**SAVING CLAUSE**

If any of the provisions of this Agreement shall in any manner conflict with, or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and, upon mutual agreement, the Union and the Employer will meet to negotiate a replacement for the lost article.

**ARTICLE 34**  
**COST ITEMS AND APPROPRIATION BY THE GENERAL COURT**

*Section 1:*

The cost items contained in this Agreement are specifically subjected to additional, complete, and identifiable appropriation by the General Court and shall not become effective unless appropriations necessary to fully fund such cost items have been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the University of Massachusetts, in which case the cost items shall be effective on the effective date provided in this Agreement.

*Section 2:*

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 Institute, Grant, or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

*Section 3:*

The Employer 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.

## **ARTICLE 35**

### **CONTRACTING OUT**

Prior to the employer contracting out bargaining unit work, the employer shall notify the Union of its intent and shall negotiate with the Union to prevent layoffs and to discuss the terms of the contracting out of services no less than ninety (90) days of requesting bids for such services.

The Union shall be notified and the appointing authority and the Union shall discuss the availability of similar positions within the appointing authority's jurisdiction for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of work skill and qualifications with available, comparable work.

## **ARTICLE 36**

### **PARKING**

Proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity to their regular work locations.

The appointing authority shall endeavor to maintain adequate lighting in all of said parking areas.

Effective July 1, 2009, there will be established a fee for all bargaining unit members parking in designated University lots.

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 deducted directly from the member's paycheck. Annual payments shall be made by check.

The fee shall be \$148.00 per year, subject to the following; 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 in that fiscal year.

**ARTICLE 37**  
**UNIFORMS**

Where uniforms are required, present practice regarding issuance, cleaning, maintenance, and replacement will continue.



## **ARTICLE 38**

### **TRAINING AND CAREER LADDERS**

*Section 1:*

The University and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seeks here to establish a process for generating such program recommendations and their implementations.

*Section 2: Training and Career Ladder Committee*

Toward these ends, the University and the Union agree to establish a Training and Career Ladders Committee consisting of three (3) members appointed by the Union and three (3) members appointed by the University. Such committee shall function continuously throughout the life of this Agreement.

*Section 3: Funding*

Funding for the Training and Career Ladders Training programs shall come from money identified through the Special Campus Needs Fund. The Training and Career Ladders Committee shall develop guidelines to review and/or establish programs consistent with the purpose and terms of the fund.

**ARTICLE 39**  
**SPECIAL CAMPUS NEEDS FUND**

An amount equal to 0.3% of the total annual base salary (state funded) of employees in the Classified/Technical Unit shall be paid on an annual basis into the Special Campus Needs Fund pool. This shall be expanded as an annual fund for reimbursement of these expenses or other purposes determined by mutual agreement of the parties. The parties agree to meet by November 2007, to determine a plan for the execution of the pool for this year.

**ARTICLE 40**  
**JOB SPECIFICATION REVIEW COMMITTEE**

It is the expressed intent of this provision to be enacted at such time as the determination has been made that the current job descriptions and specifications are exempt from the state classification system.

A. The parties to this Agreement acknowledge the need to review existing bargaining unit job specifications in an effort to cause those job specifications to more accurately reflect the duties and responsibilities performed by incumbents of those titles.

B. Accordingly, the parties to converse the Job Description Review Committee to review bargaining unit job specifications and job titles and seek to appropriately adjust them as the Committee may deem necessary.

C. The Committee shall develop guidelines and procedures for such a review process.

D. The Committee shall consist of three (3) members from the Union and three (3) members from the University and shall meet until all job specifications and/or job titles either party believes in need of adjustment have been addressed.

E. The Committee mutually agrees to meet as often as necessary to complete the said process.

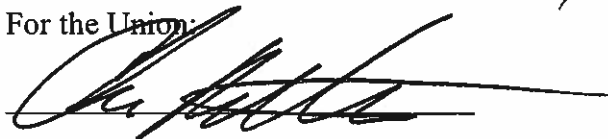
**ARTICLE 41**  
**DURATION**

This agreement shall be in force and effect until June 30, 2012 and the terms contained herein shall become effective July 1, 2009 unless otherwise specified. At the written request of either party, negotiations for a subsequent Agreement on or after March 1, 2012

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

8<sup>th</sup>  
AGREEMENT SIGNED THIS DAY OF July, 2009

For the Union:



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For the University:



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**APPENDIX A:**

**TEMPORARY WORK ASSIGNMENT:**

This form must be completed by an employee who has been assigned by his/her immediate supervisor to perform the duties of a higher rated position.

This form must be completed and submitted to your immediate supervisor no later than the tenth consecutive working day of your performance of the higher rated position's duties.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Area of Assignment

\_\_\_\_\_  
Employee Number

\_\_\_\_\_  
Title of Present Position

\_\_\_\_\_  
Title of higher rated positions to which  
you have been assigned.

\_\_\_\_\_  
Effective Date of Assignment

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

\_\_\_\_\_  
Date of Signature

**IMMEDIATE SUPERVISOR**

\_\_\_\_\_  
Name of Immediate Supervisor

\_\_\_\_\_  
Area of Responsibility

\_\_\_\_\_  
Date Form Received from Employee

\_\_\_\_\_  
Employee's Present Title

\_\_\_\_\_  
Title of higher position that you  
assigned to employee.

\_\_\_\_\_  
Effective Date of Assignment

\_\_\_\_\_  
Previous Incumbent of the Position

\_\_\_\_\_  
Reasons for Assignment:

\_\_\_\_\_  
Anticipated Duration of Assignment:

\_\_\_\_\_  
Signature of Immediate Supervisor

\_\_\_\_\_  
Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY FORM  
TO THE HUMAN RESOURCES DIRECTOR AND A COPY TO THE  
DEPARTMENTAL SUPERVISOR.  
DIRECTOR OF HUMAN RESOURCES

Approval

\_\_\_\_\_  
Title of Higher Rated Position

Disapproval

\_\_\_\_\_  
\*  
Duration of Assignment

\*Reason for Disapproval:

\_\_\_\_\_  
Signature of Director of Human  
Resources

\_\_\_\_\_  
Date of Signature

cc: Employee  
Immediate Supervisor  
Department Supervisor

## APPENDIX C:

### Job Titles and Grades

<u>Title</u>	<u>Job Grade</u>
Accountant I	15
Accountant II	16
Accountant III	18
Administrative Assistant I	15
Bookkeeper I	9
Bookkeeper II	12
Clerk III	11
Clerk IV	13
Computer Operator I	14
EDP Entry Operator I	7
EDP Entry Operator III	12
Laboratory Technician I	14
Library Assistant I (Higher Ed)	10
Library Asst. II (Higher Ed.)	12
Library Asst. III (Higher Ed.)	14
Library Assistant II	14
Mail Clerk II	11
Nuclear Engineering Assistant	15
Nuclear Model Shop Assistant	18
Receiving Teller I	13
Second Class P.P. Engineer	18
Statistical Machine Operator I	10
Stenographer I	7
Stenographer II	10
Technical Assistant I	11
Telephone Operator	7
Typist I	7
Typist II	9

#### **APPENDIX D:**

### **ADMINISTRATIVE COMPUTING AND PAYROLL SYSTEMS**

The parties acknowledge that the University will be implementing new administrative computing and payroll systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Union agrees to support the University's implementation and accepts such changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to biweekly payroll system). 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 any issues of impact to the bargaining unit arising from the implementation of the systems.

#### **APPENDIX E:**

### **DIRECT DEPOSIT**

The University and the Union agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.