

**Collective Bargaining Agreement  
Between**

***THE MAINTENANCE AND TRADE UNIT/  
MASSACHUSETTS TEACHERS  
ASSOCIATION/NEA***

***and the***

***UNIVERSITY OF MASSACHUSETTS,  
LOWELL***

**July 1, 2012-June 30, 2014**

## TABLE OF CONTENTS

PREAMBLE .....	3
ARTICLE 1 RECOGNITION .....	4
ARTICLE 2 RULES AND REGULATIONS .....	6
ARTICLE 3 UNION SECURITY .....	7
ARTICLE 4 AGENCY SERVICE FEE .....	8
ARTICLE 5 UNION BUSINESS .....	9
ARTICLE 6 NON-DISCRIMINATION AND AFFIRMATIVE ACTION .....	12
ARTICLE 7 WORKWEEK AND WORK SCHEDULES .....	13
ARTICLE 8 LEAVE .....	18
ARTICLE 9 VACATIONS .....	24
ARTICLE 10 HOLIDAYS .....	27
ARTICLE 11 EMPLOYEE EXPENSE .....	29
ARTICLE 12 EMPLOYEE COMPENSATION .....	30
ARTICLE 13 GROUP INSURANCE .....	33
ARTICLE 14 HEALTH & WELFARE .....	34
ARTICLE 15 TUITION REMISSION .....	35
ARTICLE 16 SENIORITY .....	40
ARTICLE 17 PROMOTIONS AND FILLING OF VACANCIES .....	41
ARTICLE 18 OUT OF TITLE WORK .....	43
ARTICLE 19 CLASSIFICATION AND RECLASSIFICATION .....	44
ARTICLE 20 CLASS REALLOCATION .....	45
ARTICLE 21 LAYOFF & RECALL .....	46
ARTICLE 22 PROBATIONARY EMPLOYEES .....	48
ARTICLE 23 PERSONNEL FILES .....	49
ARTICLE 24 EVALUATIONS .....	50
ARTICLE 25 SAFETY .....	52
ARTICLE 26 LABOR/MANAGEMENT COMMITTEE .....	53
ARTICLE 27 SICK LEAVE BANK .....	54
ARTICLE 28 DISCIPLINARY ACTION .....	55
ARTICLE 29 GRIEVANCE AND ARBITRATION .....	57
ARTICLE 30 MANAGEMENT RIGHTS .....	61
ARTICLE 31 SCOPE .....	62
ARTICLE 32 NO STRIKE .....	63
ARTICLE 33 SAVINGS .....	64
ARTICLE 34 COST ITEMS .....	65
ARTICLE 35 CONTRACTING OUT .....	66
ARTICLE 36 PARKING .....	67
ARTICLE 37 UNIFORMS .....	68
ARTICLE 38 TECHNOLOGICAL CHANGE .....	69
ARTICLE 39 FAIR PRACTICES .....	70
ARTICLE 40 SPECIAL CAMPUS NEEDS FUND .....	71
ARTICLE 41 APPRENTICESHIP .....	72
ARTICLE 42 DURATION .....	73
SIGNATURE PAGE .....	74
APPENDIX A TEMPORARY WORK ASSIGNMENT FORM .....	75
APPENDIX B ADMINISTRATIVE COMPUTING AND PAYROLL SYSTEMS .....	76
APPENDIX C DIRECT DEPOSIT .....	76
APPENDIX D & APPENDIX E .....	76
APPENDIX F SICK LEAVE BUYBACK BANK .....	77

## **PREAMBLE**

This Agreement entered into by the UNIVERSITY OF MASSACHUSETTS, LOWELL (hereinafter "Employer") and THE MAINTENANCE AND TRADE UNIT/ MASSACHUSETTS TEACHERS ASSOCIATION/NEA (hereinafter "Union"), will set forth procedures for equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and has as its purpose the promotion of harmonious relations between the Employer and the Union. To that end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

It is understood that the Chancellor/CEO of the Lowell Campus is the Appointing Authority or his /her designee and shall implement, to the best of his/her ability, and at all times in good faith, the articles and sections of this Agreement. The parties specifically agree that the statements made in this preamble are not subject to the grievance and arbitration provision of this Agreement.

## **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of 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 Massachusetts Department of Labor Relations or consented to by the parties and as set forth in Attachment A.

A regular part-time employee is defined as: an employee who works 50% of the expected hours of a full time employee. They will be eligible for all benefits enumerated in the Collective Bargaining Agreement, on a pro rata basis.

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

The University shall maintain the right to develop working titles and post and fill positions based upon its operational needs for each title listed below. This does not constitute a waiver by the Union of any right to bargain over a change in terms and conditions of employment. If a new classification series or Position Title is implemented or if a reserved Position Title is to be posted, with the exception of the 2<sup>nd</sup> Class Power Plant Engineer should such position be posted in another bargaining unit, then, prior to posting, the University will work with the Union to review the changes, bargain the grade, and implement as appropriate for the University.

The following represents the titles in the bargaining unit as of the effective date of this agreement. Reserved grades denote that the Position Title is not currently filled.

<b>Position Title</b>	<b>Grade</b>
Bldg. Maintenance Supervisor I	18
Institutional Maintenance Foreman	22
2 <sup>nd</sup> Class Power Plant Engineer <sup>1</sup>	Reserved
3rd Class Power Plant Engineer	17
Technical Specialist I	Reserved
Technical Specialist II	18
Storekeeper I	Reserved
Storekeeper II	11
Storekeeper III	14
Storekeeper IV	16
Electrician I	18
Electrician II	Reserved

---

<sup>1</sup> Title and incumbent currently included in the Classified/Technical Unit.

Maintenance Specialist I	14
Maintenance Working Foreman	14
Plumber & Steamfitter I	18
Plumber & Steamfitter II	Reserved
Carpenter I	15
Carpenter II	Reserved
HVAC & Refrigeration Mechanic I	18
HVAC & Refrigeration Mechanic II	Reserved
Locksmith I	15
Maintenance Equipment Operator I	15
Maintenance Equipment Operator II	Reserved
Maintenance Equipment Operator III	Reserved
Maintenance Equipment Operator IV	Reserved
Mason	15
Motor Equipment Mechanic I	15
Motor Equipment Mechanic II	Reserved
Motor Truck Operator	Reserved
Painter I	13
Steam Fireman	15
Steam Fireman/Janitor I	Reserved
Steam Fireman/Janitor II	Reserved
Maintainer I	9
Maintainer II	11
Maintainer III	Reserved
Skilled Laborer	10
Facility Services Worker I	Reserved
Facility Services Worker II	Reserved
Trades Worker (Const)	Reserved
Trades Worker (Mecha)	Reserved

## **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**

**Section 1.** The Union shall have the exclusive right to the checkoff 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 Employer and shall bear the signature of the employee. An employee may withdraw his/her Union dues Checkoff authorization by giving at least (60) days' notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

**Section 3.** An employee may consent in writing to the authorization 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 Employer, 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 Personnel Office and the Secretary/Treasurer of the Union.

**Section 4.** The Employer shall deduct dues or an agency 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 Employer 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 University/Administration for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the Employer.

## **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 the 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 the bargaining unit present and voting.

**Section 3.** The Union shall reimburse the Employer 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.

The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the Employer 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 Employer 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 Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Dues/Agency Service Fee Checkoff Article, and the Union hereby agrees to indemnify and hold the Employer harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the Employer.



## **ARTICLE 5 UNION BUSINESS**

**Section 1.** Union staff representatives shall be permitted to have access to the premises of the University 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 Employer with a list of staff representatives and their areas of jurisdiction.

**Section 2.** Except as hereinafter provided, Local 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.**

**A.** Leave of absence without loss of wages, benefits, or other privileges shall be granted to elected delegates of the Union to attend annual meetings and conventions of the state and national Associations. Moreover, the President of the Union or his/her designee shall be afforded such leave to attend monthly meetings of the Massachusetts Teachers Association's Higher Education Leadership Council. Such leave may require prior approval of the Employer but shall not be unreasonably denied.

**B.** Leaves of absence without loss of wages, benefits or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the CEO.

**C.** Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor-management meetings. Such leave will require the prior approval of the CEO.

**Section 4.** 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 (1) year and may be extended for one or more additional periods of one (1) or less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or the extension thereof.

**Section 5.** 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 CEO. Witnesses called by the Union to testify at a Step 2 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 CEO.

**Section 6.** The Union will have access to space within the University for the purpose of handling Union business and for the storage of material(s) necessary to conduct Union business. 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 hours, not granted elsewhere in the Agreement.

**Section 7.** The Union shall have access to space at the University, in a conspicuous area, where notices are usually posted by the employer for employees to read. This space is to be used by the Union to erect a bulletin board for the purpose of posting information of interest to the members of the Union. 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 Employer 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 fraction thereof.

**Section 8.**

**A.** Within thirty (30) days after final approval of this Agreement, and by the date or event specified in the particular subsection, the Employer will provide the following information by computer listing:

1. A list of employees in the bargaining unit shall be provided every six months, and shall include each employees' seniority with date of employment in bargaining unit, their date of employment with the University, their classification title, grade and step, and their directory information, including home address and telephone number. Such information shall also be provided upon request by the Union and within 14 days of the employment of a new member in the bargaining unit.
2. Notification within one week following separation from work of a bargaining unit member, either through termination, layoff, resignation, or incapacitation with the employee's name, classification title, and reason for the severance of employment.
3. A list of employees holding bargaining unit classifications or titles excluded from the MTU bargaining unit shall be provided every January 15 and July 15, pursuant to G.L.C. 150E, with their title/classification, date of employment, and campus location. The list shall also include and designate all CC/03/contract employees with their campus location, job start and end dates, current date of hire, hourly rate, and average hours worked per week.
4. A list of all other non-unit contractors doing outsourced bargaining unit work with a brief description of the work shall be provided every January 15 and July 15.
5. A list of all employees who withdrew checkoff authorization within two months of such withdrawal.

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.

**B.** The Union recognizes that requests for information made on behalf of members or the bargaining unit can require substantial time, effort, and cost to the University in collecting information for a response. For information sought by the Union from the employer, not described in Section 8 of this article, it is understood that the employer may respond to the Union that the request is excessive, burdensome, or otherwise impractical to respond, provided that such response is made in writing within ten (10) working days of receiving the request in either the Human Resources or Facilities Office. If the employer does respond so, the information request shall be considered to be in abeyance and no action regarding it shall be taken by either party until a joint labor-management meeting is held. As soon as possible, a labor-management meeting will be held to discuss the request for information, including alternative approaches to the provision of information and the relevancy and need for such information. If the parties do not mutually agree upon a method for responding to the information request, the employer shall then have ten (10) working days to determine if it will provide the information or decline to provide it; though the Association recognizes that, in respect to some requests, the actual time needed to assemble and transmit may be longer and reasonable periods of time for such activity shall be allowed.

**Section 9.** Where the Employer 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 employees.

## **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, age, mental or physical handicap, veteran's status, sexual orientation, or marital 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, creed, color, national origin, gender, age, mental or physical handicap, veteran's status, sexual orientation, or marital 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. The Employer and the Union agree that all forms of discrimination including sexual harassment are illegal practices that will not be condoned in the workplace. Sexual harassment shall be considered as an act of sex discrimination for the purpose of this Article. The University and the Union further agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination.

**Section 3.** This Article shall be in accordance with all applicable federal and state laws.

**Section 4.** Any charges of discrimination in violation of this Article made by an employee covered by this Agreement, shall be subject to University's Equal Employment Opportunity grievance procedure. Such a charge shall not be subject to the grievance and arbitration procedure contained in Article 29 of this Agreement.

Any disciplinary actions taken against employees covered by this Agreement shall be subject to either the University's Equal Employment Opportunity grievance procedure or the grievance and arbitration procedure contained in Article 29 of this Agreement but under no circumstances may an employee utilize both grievance procedures.

**ARTICLE 7**  
**WORKWEEK AND WORK SCHEDULES**

Section 1.

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be forty hours per week excluding meal periods. Except as provided below, the customary workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive. All employees in continuous operation shall receive two consecutive days off in each seven-day period.

Where the University establishes additional work locations that will require routine weekend work as continuous operations, the following process shall be initiated:

- a. As with all new proposed shift schedules, continuous operations routine weekend work schedules (including starting and quitting times and specific work days) shall be posted for the position(s) in advance;
- b. Volunteers shall be sought from current unit members, however, no current unit members, employed by the University as of July 1, 2012, will be required to accept a tour of duty which requires working either or both Saturday or Sunday;
- c. If there are not sufficient volunteers from the current bargaining unit workforce forthcoming, management may require employees hired after July 1, 2012, to work such tours of duty and shifts;
- d. The work schedule for supervisory level positions will be established by the University based on operational needs and may include either or both Saturday and Sunday
- e. For other, non-supervisory positions, shifts shall include either a Saturday or a Sunday as a day off, although this does not preclude the University from posting weekend shifts for volunteers within the unit, as per Art. 7(A)(1)(a), that include both weekend days. If there are no volunteers for shifts that include both weekend days, these positions may be posted externally.
- f. The majority of bargaining unit work shifts shall continue to be performed during the customary workweek, i.e. Monday through Friday.
- g. Through the term of this contract, positions that are established to incorporate a Saturday and/or Sunday tour of duty shall be

primarily focused on meeting the staffing needs to accomplish routine work in Residence Halls, Recreation facilities, Libraries, and other high use facilities as well as any new building that comes online after July 1, 2012. The determination of staffing levels for this routine work typically does not include additional staffing needed related to special events, call backs/emergencies, weather-related or large scale clean up, and projects.

**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, the Employer shall give the affected employee at least twenty-one (21) consecutive (calendar) days written notice if it involves a shift change of an hour or over and seven (7) consecutive days if less than an hour, except in the case of documented emergencies involving the protection of the property of the employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the University. Where not all unit positions within a given area will be put on a different schedule or where not all people sharing a job title shall be given a new schedule, volunteers for the new shift shall be sought. Should no appropriately classified unit member volunteer, placement on the new work schedule, unit employees shall be assigned to the new schedule by reverse seniority within the given job classification. Regardless of seniority, no person shall be required to switch shift schedules more than once every six months under this subsection. Should there be a documented emergency necessitating less notice or an immediate change to a schedule, upon resolution of the emergency, volunteers shall be sought as above. Following the written notice, the parties may mutually agree to shorten the twenty-one (21) days.

**D.** Each employee shall be required to record his/her attendance in accordance with the procedure presently established by the Employer Thirty (30) days prior to any change in the existing method of recording attendance, the Employer will notify the Union in writing of such change and will meet and confer with the Union to discuss such change, in accordance with the provisions of M.G.L. Chapter 150E.

## **Section 2.**

**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 (40) hours per week or in excess of eight (8) hours per day. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate of pay for all authorized overtime work performed up to forty (40) hours per week or eight (8) hours per day that is in excess of his/her regular workday.

**B.** Compensatory time off in lieu of payment compensation for overtime work may be requested by the employee and granted at the option of the CEO or designee. Such requests shall not be unreasonably denied though it shall be the responsibility of the employee to provide sufficient notice in request of such time. Compensatory time accrued within one week prior to the end of the quarter earned must be used or shall be paid on the following dates: January 31, April 30, July 31, and October 31.

The CEO or his/her designee 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 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 CEO or his/her designee

**C.** With the exception of paid sick leave, all time for which a unit member is on paid leave status shall be considered time worked for purposes of calculating overtime compensation. This provision shall not be implemented until campus based labor-management committees have developed guidelines.

**D.** There shall be no duplicating or pyramiding of the premium pay for overtime worked provided for in this Agreement.

**E.** The CEO or his/her designee shall send out checks for overtime no later than the next 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 of full travel status.

**H.** In instances where no employee can be found to perform overtime work, shall assign such work to the least senior employee who possesses the correct license, certificate, etc. to perform this assignment. The assignment shall consist of maximum of eight (8) hours forced overtime in a twenty four (24) hour period.

**I.** In the event that the Employer determines that the operational or personnel needs of the University are best served by the transfer of a specific employee from one work location to another within a department, such transfer shall be made only after volunteers have been initially sought.

Should the call for volunteers fail to yield a sufficient number of employees, the Employer may seek to transfer employees by reverse seniority within the given job classification. Regardless of seniority, no person shall be required to be transferred more than once every six months under this subsection. Should there be a documented emergency necessitating less notice or an immediate change to a schedule, upon resolution of the emergency, volunteers shall be sought as above.

Both the Employer and the Union agree to joint labor/management meetings to further address the above reassignment process.

The Employer agrees that the normal practice of re-assignment of staff shall be limited to once in any contract year. Annual reassignment shall not take into account seniority. However, when a more frequent schedule is required, the employer shall agree to provide the Union with thirty (30) days' notice and reasons for reassignment. Following written notice, the parties may mutually

agree to shorten the thirty (30) days. Management reserves the right to make temporary changes in work location assignments of up to two weeks to meet institutional needs.

**Section 3.** Except as provided herein, a meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Employer and the needs of the employee.

**Section 4.** Employees shall be granted two fifteen minute rest periods per work day of at least 7 1/2 hours, but separate from the meal period.

**Section 5.** An employee who has left his/her place of employment after completing work on his/her regular shift is called back to work prior to commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her 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. Shift Differential**

**A.** Employees rendering service on the second shift (commencing at 1:00 PM or after and ends no later than 2:00 AM) shall receive a shift differential of one dollar (\$1.00) per hour for each hour worked. Employees rendering service on a third shift (commencing at 9:00 PM or after and ends no later than 9:00 AM) shall receive a shift differential of one dollar, twenty-five cents (\$1.25) per hour for each full hour worked. All employees starting shifts at or after 1:00 PM on Friday and finishing at or before 9:00 AM s on Monday shall receive a shift differential of one dollar, seventy-five cents (\$1.75) for each full hour worked. In addition, employees rendering service on Christmas Day, New Year's Day, or Thanksgiving Day shall receive a shift differential of one dollar (\$1.00) per hour for each hour worked.

**B.** 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.

**C.** 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. For the purpose of overtime compensation the following procedure shall be followed:

STEP 1: Compute the number of hours worked;

STEP 2: Compute the number of premium hours worked, as determined by this agreement;

STEP 3 Determine the employee's "base rate"(base rate is defined as appropriate hourly rate plus shift differentials or any and all other stipends as contained in this agreement).



STEP 4: Multiply the employee's base rate by the number of hours compensable over and above the normal workweek as contained in this Agreement. This product when added to the normal workweek rate will reflect the compensation due for that week.

#### **Section 7. Essential Personnel**

On an annual basis, the University shall designate the number of "essential personnel" per department it deems necessary to allow the University to resume normal business operations following weather or other emergency. Bargaining unit members shall be given adequate time to volunteer to become "essential personnel" and shall be given very clear notice of their expected duties and obligations as "essential personnel." Bargaining Unit members shall sign themselves up for slots on the essential personnel list in seniority order within their given department. Where there are multiple volunteers to fill limited positions in smaller departments, the volunteers can agree to a rotation of essential personnel duties.

During University closings due to inclement weather or other emergencies, only essential personnel shall be required to come into work during their normal shift and perform their regular duties as needed to allow the University to resume normal business operations. Essential personnel must use their own time if they do not come into work.

In the event that the University requires more than 8 hours of work to resume normal business operations, essential personnel may be asked to volunteer to stay up to a maximum of four additional hours; such volunteers shall be solicited in seniority order typically within work area. If an insufficient number and/or type of volunteers are available, the Employer can require the appropriate number of essential personnel from the appropriate departments to remain for up to four additional hours beyond the regular shift. In no event shall essential personnel be required to work more than 12 hours in a shift, or four more than their regular shift, though volunteers may be solicited by the Employer or bargaining unit supervisors to work beyond the 12 hours.

In addition to earning up to eight (8) hours compensatory time for when the University is closed during their shift, essential personnel shall be compensated at time and a half for actual time worked.

## **ARTICLE 8 LEAVE**

### **Section 1.     Sick Leave**

**A.**     A full time employee shall accumulate sick leave pay credit at the rate of one day for each full payroll month for a total of 12 days per year. An employee on any leave with pay or industrial accident shall accumulate sick leave.

**B.**     A part time employee shall be granted 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 CEO or his/her designee to an employee under the following conditions:

(1) when an employee cannot perform his/her duties because he/she is incapacitated by personal illness, injury;

(2) when the spouse, domestic partner, 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 ten days(10) per fiscal year, except in cases of demonstrated medical emergencies or life threatening/terminal illness in which case an employee may use up to fifteen (15) days; and

(3) when through exposure to a contagious disease, the presence of the employee at his/her work location would jeopardize the health others;

(4) when an employee is absent due to excessive use of alcohol or narcotics and becomes, and continues to be, an active participant in an approved counseling service program.

(5) to keep appointments with health care professionals. In such instances the normal requirements of advance notice will be at least five (5) working days. However, the parties recognize that on occasion an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.

**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 Employer has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of consecutive five days, the Employer may require the employee to present a physician's statement indicating the medical reasons 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 Employer may, at the discretion of the Employer, result in the absence being treated as absence without pay.

**F.** The Employer 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 University/Administration and/or by a physician of the employee's choosing. If the University/Administration requires the employee to be examined by its designated physician, the Employer shall assume the cost of the examination. The results of such examination(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 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 elsewhere in this Article.

**I.** Any employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of 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 University/Administration where such absence was caused by:

(1) Illness of said employee;

(2) Dismissal through no fault or delinquency attributable solely to said employee; or

(3) Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workman'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 Employer as early as possible on the first day of absence, in no event shall notice be communicated later than one half hour before the start of the scheduled workday. The leaving of a message for the designated representative, if he/she is not available at the time of attempted notification, will constitute adequate notification if the employee obtains the name of the Employee to whom the message is conveyed. If such notification is not made, such absence may, at the discretion of the Employer, 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 University is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty

(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.

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 receives injuries in the pursuit, apprehension, or detention of suspects as reflected in the official police report, and who as a result of such injury would be entitled to benefits under M.G.L. Ch. 152 shall, if entitled under Ch. 30, § 58 of the M.G.L. be paid the difference between the weekly cash benefits to which he/she would be entitled under said Ch. 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 duration.

P. Employees are eligible to cash in their annual unused sick leave credits, up to a maximum of six (6) days, as outlined in the table below:

<u>Sick Leave Used</u>	<u>Sick Leave Cashed In</u>	<u>Cash-In Value</u>
0 days	6 days	6 Days
1 day	5 days	5 days
2 days	4 days	3 days
3 days	3 days	2.25 days
4 days	2 days	1 day
5 days	1 day	0.5 days
6 days	0 days	0 days

To be eligible for the cash-in program, as noted above, an employee may not have unexcused tardiness for more than 5% of their work days. Employees seeking to cash in unused sick leave credits shall use the form attached to this Agreement as Appendix F.

## **Section 2. Personal Leave**

Effective July 2009, and annually thereafter, on the first payroll of the new calendar year, full-time employees shall be credited with eight (8) 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. The bargaining unit member will forfeit any personal leave not taken by the last payroll date of the payroll month of December. 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 two hours 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	8
April 1 through June 30	6

July 1 through September 30	4
October 1 through December 31	2

Personal leave days for part-time employees will be granted on a pro-rata basis.

### **Section 3.     Bereavement Leave**

Upon evidence satisfactory to the Employer of the death of a spouse, domestic partner, child (biological, adopted or step), parent, brother, sister, grandparent, or grandchild, of an employee; or parent of a spouse; or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive work 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 the employee's spouse's brother, sister, grandparent, or step-grandchild or the employee's son-or daughter-in-law.

A maximum of one (1) work 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 (2) 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 employee.

**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 University 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 on 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, 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. The employee may retain any fees paid to an employee for court service performed during a vacation period. The employee shall retain expenses paid for travel, meals, and 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 right 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 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 Chapter 33 of the MGL 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 (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, 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 1, 1940 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 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 (2) years from the termination of said military or naval service by him/her.

#### **Section 7. Family & Medical Leave Act**

The Employer shall implement the Family and Medical Leave Act in a manner consistent with Board of Trustees' Policies. The parties agree to meet by October 1, 2007, to review the policies and practices related to the use of the FMLA.

## **Section 8.     Education Leave**

Employees may be granted a paid leave of absence in accordance with the policies of the Employer 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 9.     Unpaid Personal Leave**

Unpaid personal leave, other than herein before specified, may be granted by the University/ Administration upon 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 increases shall not accrue during the terms of such leave.

## **Section 10.    Notice of Benefits**

The Employer shall continue to inform through the payroll system, each bargaining unit member of available sick leave, vacation leave, and personal days accumulated.

## ARTICLE 9 VACATIONS

### Section 1.

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

#### Continuous Full-time "creditable service"

#### Vacation Credit

(i) Less than forty-eight (48) months.	3.08 hours per pay period (10 days per year)
(ii) forty-eight (48) months, but less than one hundred eight (108) months.	4.62 hours per pay period (15 days per year)
(iii) One hundred eight (108) months, but less than one hundred eighty (180) months.	6.15 hours per pay period (20 days per year)
(iv) One hundred eighty (180) months but less than two hundred twenty-eight (228) months.	7.08 hours per pay period (23 days per year)
(iv) Two hundred twenty-eight (228) months, or more.*	7.69 hours per pay period (25 days per year)

**\*Unit members who have 25 years of creditable service as of June 30, 2014 shall add the following:**

(iv) Two hundred twenty-eight (228) months, but less than three hundred (300) months.	7.69 hours per pay period (25 days per year)
(iv) Three hundred (300) months or more	9.23 hours per pay period (30 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 at the facility 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 at the facility 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 this Agreement, be deemed to have that "creditable service," if any, which he/she had at the termination of the predecessor Agreement.

**Section 2.** A regular part-time employee shall be granted vacation 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 the 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 Employer shall grant vacation leave within twelve (12) months after it is credited; unless in the CEO's or his/her designee's opinion it is impossible or impracticable to do so because of work schedules or emergencies. From and after the execution of this Agreement, no employee shall carry more than sixty (60) days of vacation leave credit.

**Section 7.** Absence on account of sickness in excess of the authorized sick leave provided in this Agreement (or for personal reason not provided for under said 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 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 absence of three (3) years unless approval of the Employer is secured for any of the following reasons:

- A. Illness of the employee;
- B. Dismissal through no fault or delinquency attributable solely 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 workmen's 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 University, 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 12 may be granted vacation allowance up to the equivalent of twelve (12) months accrual as of the date on which he/she returned or returns, 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.** Any employee wishing to exercise his or her seniority for vacation preference shall do so in accordance with current practice at their campus.

## **ARTICLE 10 HOLIDAYS**

### **Section 1.**

The following days will be paid holidays for employees:

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

**Section 2.** All holidays shall be observed on the Commonwealth's legal holiday unless the CEO or his/her designee designates an alternative day.

**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 (5) or more days, he/she at the option of the Employer, shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within sixty (60) days following the holiday, unless agreed otherwise by the CEO or his/her designee and the employee, to be taken at a time designated by the employee and approved by the CEO or his/her designee.

**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 Employer because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition for the holiday worked.

**Section 6.** An employee who is on leave without pay or who 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.** An employee scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absence without pay unless the unit member properly notifies the University/ 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 a compensatory day off for that holiday.

**Section 8.** 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 Employer, 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 EXPENSE**

### **Section 1.**

**A.** When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed in accordance with the University Travel Policy T92-031. This rate of reimbursement is intended to cover the costs of garages, parking, tolls and other charges.

**B.** An employee who travels from his/her home to a temporary assignment rather than to 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 other regular work location. With approval of the Chief Executive Officer, an employee's home may be designated as his/her regular office by his/her Supervisor for the purpose of allowed transportation expense in cases where the employer has no regular office or other 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.

**Section 3.** All reimbursements for meals shall be in accordance with the University Travel Policy, T92-031, as amended from time to time.

## **ARTICLE 12 EMPLOYEE COMPENSATION**

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

The following general salary increases shall apply to all bargaining unit members.

1. Effective July 1, 2012, the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.
2. Effective the first pay period of January 2013 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Satisfactory" on his/her most recent performance evaluation.
3. Effective the first pay period of July 2013 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Solid Performance" or future equivalent reference on his/her most recent performance evaluation.
4. Effective the first pay period of January 2014 the salary rate of each employee employed on such date shall be increased by an amount equal to one and one half percent (1.5%) thereof based on a performance rating of at least "Solid Performance" or future equivalent reference on his/her most recent performance evaluation.

**Section 2.**     Employees who receive a "Needs Improvement" or "Unsatisfactory" rating on the annual evaluation shall not be eligible to receive salary increases provided in Section 1 of this Article, nor any step increases provided. Employees who receive a "Need Improvement" or "Unsatisfactory" rating will have their performance reviewed in accordance with Article 24 of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a "Solid Performance" or subsequent equivalent rating.

**Section 3.**     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 4.**

**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 the CEO or his/her designee denies him such step rate. Except as provided below 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 determine within this Article. Effective July 1, 2001 the date for step rate increases of all unit

members who will proceed to Step 13 during Fiscal Year 2002, shall be January 1, 2002 and annually thereafter.

**B.** In the event an employee is denied a step rate increase by his/her Supervisor or his/her designee, 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.

**C.** Whenever an employee paid in accordance with the salary schedules provided in this agreement receives a promotion to a higher job group, 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. Effective July 1, 2005, for each grade increase which results due to a promotion or reallocation, multiply the employee's current salary by two and one half percent (2.5%) per grade increase, i.e. a one grade promotion @ 2.5%; a two grade promotion @ 5%; a three grade promotion @ 7.5%, etc.
3. Compare the resultant amount to the rates for the higher job group into which the employee is being promoted;
4. The employee's salary rate shall be the first rate in the higher job group, which at least equals the resultant amount.

#### **Section 5.     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 rates for their official job classification.

**Section 6.** 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 7.**

**A.** An employee entering a position within a bargaining unit covered by this 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 this Agreement, the employee's new salary rate shall be determined in the same manner as set forth in Section 4, paragraph C.

**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 8.** 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.



## **ARTICLE 13 GROUP INSURANCE**

**Section 1.** The Commonwealth and each covered employee shall pay the monthly premium for the Group Health Insurance Plan in a percentage amount determined by the General Court for the type of Coverage that is provided for him/her and his/her dependents under the Plan.

## **ARTICLE 14 HEALTH & WELFARE**

**Section 1.** The parties have agreed to continue the Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the “trust agreement”) provides for a Board of Trustees composed of an equal number of representatives 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.**

Effective the first pay period in January 2014, the University agrees to contribute on behalf of each full-time-equivalent unit member an additional fifty cents (\$0.50) or \$14.50 total per calendar week to the appropriate Health & Welfare Fund.

Effective the first pay period in June 2014, the University agrees to contribute on behalf of each full-time-equivalent unit member an additional fifty cents (\$0.50) or \$15 total per calendar week to the appropriate Health & Welfare Fund.

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 administrative expenses of the Fund. The Employer shall make the contributions in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

**Section 3.** No dispute over a claim for any benefits extended by this Health and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining Agreement between the Employer and the Union.

**Section 4.** It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged hereby with, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the Health and Welfare Fund. The Employer’s liability shall be limited to the contributions indicated under Section 2, above.

## **ARTICLE 15 TUITION REMISSION**

The following Higher Education Coordinating Council Policy on Tuition Remission and University Policy on Tuition Waiver shall be applicable to bargaining unit members:

### **Section 1.**

#### **A. Full-time Employees**

##### ***1. Eligibility***

**a.** All full-time employees who are paid from the 01 or 02 subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see c, d, and e, below).

**b.** The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition benefits. A “dependent child” shall mean any natural, adopted, or step child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. No employee’s child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the Public College or University granting the tuition remission may waive this age limitation for an employee’s child who continues to meet the IRS standards of dependency.

**c.** If an eligible employee retires while a child or spouse is enrolled in a program of study or degree program, the child or spouse may complete such program with tuition remission provided that enrollment is continuous.

**d.** If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program with tuition remission. The term “program” as used in this Section d and the above Section c shall include, but not be limited, any program of study begun at a Community College and continues without interruption through the bachelor’s degree at a State College or University.

**e.** If an eligible employee leaves the employment of the public higher education under conditions other than those described in c and d above while a spouse or child is enrolled in a course/program, the spouse or child may complete the semester already begun. The end of the semester his/her eligibility for tuition remission terminates.

**2. Applicability** Tuition remission shall be provided to eligible employees, their spouses and dependent children as follows:

- a. For enrollment in and State supported course or program at the undergraduate or graduate level at any Community College, State College, or University excluding the M.D. program at the University of Massachusetts Medical School, full tuition remission shall apply.
- b. For enrollment in any non-State-supported course or program offered thorough continuing education, including any community service course or program at any Community College, State College or University, fifty percent(50%) tuition remission shall apply.

**3. Limitations**

- a. Employees (or their spouses or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.
- b. Employees (or their spouses or dependent children) must apply for admission and meet all admissions standards for the desired course/program.
- c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum of full tuition paying students, as determined by the administration, has not enrolled.
- d. Tuition remission benefits are non-transferable.

**4. Certification Process.** To qualify for tuition remission an employee must take the following steps:

- a. Apply for, and be admitted to, the desired course/program.
- b. Complete a "Certificate of Eligibility for System-wide Tuition Remission" (Appendix E) and have it signed by his/her Department Head or Supervisor and by the Chief Personnel Officer of the college or university at which he/she is employed. If the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of the individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.
- c. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.

**d.** It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.

**5. Continuation of Existing Benefits** The implementation of this policy shall not limit or preclude any tuition remission benefits currently enjoyed by higher education employees under the terms of applicable collective bargaining agreements or personnel practices.

**6. Interpretation of this Policy** The Chancellor or his/her designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as s/he deems appropriate and necessary. No disputes or claims of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.

**B. Part-time Employees**

**1. Eligibility**

**a.** All Part-time employees who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.

**b.** The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitations and IRS dependency standards set forth in the Higher Education Coordinating Council's System-wide Tuition Remission Policy shall apply to children of eligible part-time employment.

**2. Applicability** Tuition remission shall be provided to eligible part-time employees, their spouses and dependent children as follows:

**a.** For enrollment in and State supported course or program at the undergraduate or graduate level at any Community College, State College, or University excluding the M.D. program at the University of Massachusetts Medical School, full tuition remission shall apply.

**b.** For enrollment in any non-State-supported course or program offered thorough continuing education, including any community service course or program at any Community College, State College or University, twenty-five percent (25%) tuition remission shall apply.

**c.** Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the Regents System Wide Tuition Policy shall be applicable to eligible part-time employees.

**C. University Tuition Waiver: Employees, Spouses, Domestic Partners & Dependent Children**

**1. *Eligibility***

- a.** All professional and classified employees of the University are eligible for tuition waivers. Professional and classified employees of the University shall be defined as those individuals who are 01 and 02 employees or trust-fund employees receiving University benefits and salary through the regular University of Massachusetts payroll
- b.** Employees on sabbatical leave or leave of absence without pay are employees and should be considered eligible. Employees on disability or sick leave are employees and should be considered eligible. Any individual who has ceased employment and is on insurance-covered disability should not be considered eligible. Retirees are not eligible.
- c.** A spouse, domestic partner and/or dependent children of full-time employees shall be eligible for tuition waivers, except that no employees dependent child beyond the age of twenty-five (25) shall be eligible for tuition remission benefits, provided, however, that the President of the University may, in exceptional circumstances and for good reason, waive, this age requirement for individual students who, although beyond the age of twenty-five (25), nonetheless meet the tests of dependency established by the IRS. Further, tuition remission benefits shall be of no application to any student enrolled at the University of Massachusetts Medical School in courses leading to the M.D. degree. A full-time employee shall be considered any individual who is a forty three (43) week contract employee. An employee's length of service should not affect the eligibility of his or her spouse, domestic partner or dependent children, with the following exceptions;
- d.** If an employee leaves the employment of the University while a spouse, domestic partner or child is enrolled in a program of study, the spouse, domestic partner or child may complete the semester course already begun. At the end of the semester his/her eligibility ceases.
- e.** If an employee who completed at least five (5) years of full-time service (or equivalent, as determined by the campus), dies, his/her spouse, domestic partner or dependent child shall remain eligible for the program of study or degree program in which they are enrolled, and any spouse, domestic partner or dependent child not currently enrolled in a program of study or degree program at the University shall be eligible for one such program of study or degree program. This five-year length of service does not apply to full-time faculty members or librarians except for those in the rank of lecturer or instructor.
- f.** In the case of a spouse, domestic partner or dependent child who has begun a program of study prior to the official retirement date may complete his or her program provided the program of study is continuous. The benefits herein apply only to employees who are specified and are nontransferable.

## **2. Coverage**

- a.** The tuition waivers herein apply to all existing undergraduate and graduate programs at the University, with the exception of Continuing Education Programs.
- b.** Tuition waivers do not cover such fees as lab and application fees. The waiver of related is at the discretion of the campus according to existing campus guidelines for all students.

**3. Effective date** This policy shall take effect at the beginning of the spring semester, 1983.

## **4. Application**

- a.** Admission shall be governed by campus admission policies; spouses, domestic partners and dependent children shall meet all admission criteria to enroll and shall meet campus program standards and requirements to continue.
- b.** The request for tuition waiver must be approved by an employee's Department Head or Supervisor and the appropriate Admission's office (employees with a Baccalaureate degree must register through the Graduate School). An application for admission must be processed through the appropriate admissions office prior to registration.
- c.** Waivers shall be granted on a semester to semester basis. Waivers shall be granted in the case of a spouse, domestic partner or dependent child only after the spouse, domestic partner or dependent child has met admission criteria, been admitted, and been billed for the courses for which he or she has enrolled.

## **5. Specific Benefits and Procedures**

- a.** Full-time employees who enroll in one or more courses may be granted complete tuition waivers for each course. For employees employed on at least half-time basis but less than full-time, no more than seven tuition-free credits may be approved for any one semester or summer. employees employed less than one-half time are not eligible for tuition waivers.
- b.** An employee may take one course per semester (not to exceed four credits) during his or her normal working hours. It is required that the employee arranges to make up an equal amount of work time except in the case where there is a direct and immediate relationship between the courses and the employees work. In such case, a request may be made for the "release" rather than "make-up" time. The employee's supervisor and the campus Personnel Office must approve the request.

### **D. Fee Increases**

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

## **ARTICLE 16 SENIORITY**

### **Section 1.     Definitions**

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.

### **Section 2.     Computation of Seniority**

For the purpose of computing seniority as defined above, when an employee is either out of the bargaining unit or 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, or maternity leave, his/her seniority shall be computed for 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.     Days Off & Shift Assignments**

For days off and shift assignments 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 therefrom 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) working days. The Employer agrees to post to the best of their ability all anticipated vacancies, i.e. retirements, thirty (30) days prior to when the vacancy occurs. Posting shall occur in the following sequence;

1.     Within the bargaining unit;
2.     Outside the bargaining unit

**B.**     The notice of vacancy shall include the following:

1.     The Official Job Title
2.     Wage Grade with the Salary Range
3.     Application Closing Date
4.     A description of duties and qualifications. All related information necessary to make an informed career decision.
5.     Notice of any Selective Certification Restrictions.

**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.

**Section 2.     Selection**

Positions shall be awarded at an appropriate time after consideration of applicants then available. In no event shall the awarding of the position be later than thirty (30) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time the union shall be notified of the reasons for the delay. Reasons given under this section shall not be subject to Article 29, Grievance Procedure.

**Section 3.     Criteria**

Prior to promoting, the employer will fill vacancies from volunteers pursuant to the following two paragraphs:

1.     Selection between employees in the same title seeking a change of shift or days off without a change in job title. In the event two or more employees in the same classification (title) apply for a transfer to the vacant posted position selection shall be made on the basis of seniority.

2. Selection between employees in the same job title seeking a change in a work unit or facility, within the jurisdiction of the appointing authority, without a change in job title. In the event two or more employees in the same classification apply for a transfer to the vacant posted position, selection shall be made on the basis of seniority.

The Employer in determining his/her selection to fill a position through the promotional process shall use a combination of the following factors:

1. Ability to do the job as determined by:
  - A. Experience and competence in the same or related work;
  - B. Education and training related to vacant position. The employee will be responsible for providing written verification of any education claimed. No time filling a position on a "working out of class" basis may be allowed for this purpose.
2. Work History, which will include evaluations, tardiness, absenteeism, and relevant disciplinary actions.
3. Classification Seniority

#### **Section 4.**

- 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 Employer during this trial period, said employee shall revert back to his/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 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 trial period.

**Section 5.** Sections 1, 2, and 3 shall be subject to the Grievance Procedure set forth in Article 29.

## **ARTICLE 18 OUT OF TITLE WORK**

### **Section 1.**

When an employee is assigned by the Employer 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. 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.**

**A.** Any employee who is assigned by the Employer to a vacant position in a higher grade for more than thirty (30) days in any one hundred and 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 CEO 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 computed 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. A position shall not be filled on an out of title basis for longer than six (6) months.

**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.

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

**Section 1.     Class Specifications**

- (a)     The University/Administration shall provide the union with a copy of the official classification specification 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 University/Administration 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 M.G.L. Chapter 30 and shall not be subject to the grievance and arbitration procedure.

An Employee seeking a reclassification may either fill out the specified form or request an interview and position audit with the office of Human Resources. The Union shall be notified of any pending interview and may participate at the request of the Employee at any step of the process. It is recommended that the employee review the specified form with the Union prior to any interview.

## **ARTICLE 20 CLASS REALLOCATION**

**Section 1.** Class reallocation 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 or the appropriate state agency for such class reallocation(s). 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 reallocations for all classes covered by this Agreement and no other class reallocations shall be granted.

## **ARTICLE 21 LAYOFF & RECALL**

### **Section 1.     Layoff**

**A.**     Subject to the provisions of Article 6, (Non Discrimination & Affirmative Action) in the event of a reduction in personnel, those employees who have the least seniority would be the first considered for release. For the purpose of this Article, Seniority -is defined as the length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as a member of the bargaining unit.

**B.**     As soon as possible after the Employer becomes aware, but in no event less than ninety (90) days, after the Employer becomes aware of an impending reduction in the work force and prior to notifying any employees who may be affected, the Chancellor or his/her designee shall notify the Union of such impending reduction. Thereafter, the Chancellor or his/her designee shall, within ten (10) working days, meet with the Union to discuss the impact of the layoff on the affected employee, including the availability of similar vacant positions on the campus and including the availability of any training program which may be applicable to the employees. In the event of an actual layoff, management will notify the Union not less than thirty (30) calendar days in advance of the layoff date and will send notice to the affected employees within five (5) working days after notifying the Union, in order that the affected employee has a minimum of twenty-five (25) days' notice.

**C.**     In the event an employee is scheduled to be laid off and there exists a position in an equal or lower graded classification in the bargaining unit on campus, the duties of which the employee has the ability to immediately perform, seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit. Employees shall have five (5) working days to notify the Employer of their intention to exercise this right.

### **Section 2.     Recall**

The employer shall maintain a recall roster, for two (2) years, from which employees, who were laid-off or displaced, will be recalled to in accordance with their seniority.

The Employer shall appoint employees on the recall roster, prior to the appointment of any other applicant, to vacant positions that are authorized to be filled in the unit for which the laid off or displaced employees meet the minimum entrance requirements as established by the Commonwealth of Massachusetts Human Resources Division. The Employer shall send written notices of positions, to each employee who is being recalled in order of their seniority, by First Class Mail return receipt requested, notifying them of the date of return, work location, shift assignment, the primary and dominant duties, and the salary for the position. Employees who have received recall notices shall have seven (7) calendar days to respond in writing indicating that they will accept the position. The time shall begin to run two (2) days after the date of the mailing of the notice.

Notices of recall sent by the Employer to a laid-off/displaced Employee and the Employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail return receipt requested.

Failure to respond to the Employers recall shall result in removal of the person's name from the recall list and forfeiture of further recall rights. Any employee who declines such employment after having indicated that he/she would return to work as instructed shall have his/her name removed from the recall list and shall forfeit further recall rights. A laid-off/displaced employee will remain on the recall roster for three (3) years or until he/she has the ability to be recalled to their previous position. Employees who are recalled to a position, other than their previous position, shall remain on the recall roster for a maximum of three (3) years or until they have the opportunity to reacquire their previous position.

Notices of recall sent by the Employer to a laid-off/displaced Employee and the Employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail. When an Employee has been bumped to a lower position his/her salary shall be the grade assigned to the specific position. The step shall be the same step the employee had attained prior to the bump. i.e. Grade 10-Step 4 reverts to Grade 8-Step 4.

Employees who are separated from employment as the result of the lay-off/bumping procedure and who are subsequently recalled to employment within thirty-six (36) months shall for the purpose of determining their salary upon recall be credited with their prior service and shall not upon recall be considered to be "rehired, reinstated or reemployed."

## **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) month 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 purpose 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.** Any employee whose employment is severed must serve an additional probationary period upon employment, 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 the absence. The employee will be notified of this extension and the reasons for it. After prior notification to the Union and written approval of the affected employee the employer may extend the probationary period of an employee, for a period of no more than ninety (90) days.

**Section 8.** Upon mutual agreement of the Employer, employee, and the union, the probationary period may be extended up to ninety (90) days.

**Section 9.** At the completion of the first three (3) months of such probationary period and again at the completion of the fifth (5) month period, each probationary employee shall be evaluated by his/her 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 evaluation and recommendations and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the Intermediate Supervisor or his/her designee.



## **ARTICLE 23 PERSONNEL FILES**

**Section 1.** The Institution shall maintain an official personnel file for each employee. Each 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 (2) 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 that result in disciplinary action.

## **ARTICLE 24 EVALUATIONS**

**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 satisfaction and potentially reduces 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 employee and the 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 weakness and develops 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.**

A. Performance evaluation of an employee shall be made annually with the exception of a probationary employee, who shall receive a written evaluation within the month following the completion of the first three months of probationary service and within the final month prior to the completion of the probationary period. This provision shall not be construed to mandate continued employment for a probationary employee for the entirety of the probationary period. The annual performance evaluation shall be conducted in a method and manner consistent with the University's Performance Management Program as agreed to by the parties.

The University maintains the right to periodically revise the program based upon the operational needs of the University. The parties shall bargain any proposed substantive changes to the evaluation program.

B. Employees must receive a rating of at least "Solid Performance" or future equivalent rating ("Solid Performance") to receive any across-the-board or step pay increases.

### **Section 3. Evaluation Appeal Process**

A. The parties recognize that solid work performance should be achieved and that work below that level should be addressed during the evaluation period. To the extent practicable, an employee

who receives a "Needs Improvement" or "Unsatisfactory" or their subsequent equivalent ratings ("Needs Improvement" or "Unsatisfactory") will have been informed of issue(s) and necessary improvements with regard to his or her work performance during the evaluation period.

If an overall performance rating of "Unsatisfactory" or "Needs Improvement" is received, the employee may request a ninety (90) calendar day re-evaluation period which shall not be unreasonably denied.

The re-evaluation period shall be ninety (90) calendars days in length. An employee shall have his/her reevaluation done at the end of the ninety (90) calendar day period to determine if a "Solid Performance" rating has been achieved.

If an employee receives a "Solid Performance" evaluation during the re-evaluation process, he or she shall be prospectively eligible for the denied Step and/or salary increase effective from the date of receiving the "Solid Performance" rating. Employees shall retain their anniversary date for Step purposes regardless of their rating during the evaluation or re-evaluation process.

**B.** Job duties and performance criteria shall be observable and measurable to the extent practicable.

**Section 4.** Any evaluation so retained in respect of any employee may be reviewed by such employee in the office of the HR/EOO 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 within thirty (30) days of the evaluation meeting.

**Section 5.** An employee may only grieve the evaluation procedures of this Article and only to the level of Step 4 of Article 29.

**Section 6.** It is understood and agreed that if the Employer fails to evaluate an employee in a timely fashion, then the Employer forfeits the right to evaluate that employee for the corresponding time period. Further, if the Employer fails to evaluate an employee in good faith accordance with the terms of this Article, then the employee's performance is deemed "Solid Performance."

**Section 7.** Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner. There shall be no predetermined formula or ratio used to establish the number of "Needs Improvement" or "Unsatisfactory" ratings.

## **ARTICLE 25 SAFETY**

### **Section 1.**

**A.** The employer shall comply with all applicable statutes, 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 employee's workplace. The Employer agrees to provide a safe, work environment.

**B.** Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with the M.G.L., Chapter 111F (Right to Know Law).

**C.** Where credible evidence exists (as determined by the appropriate state agency or department) of a communicable disease (e.g., Tuberculosis, Hepatitis or AIDS etc.), the Employer shall forthwith make every reasonable effort to provide all person (s) in the work environment, with the appropriate training and advice.

**Section 2.** All work related injuries shall be reported to the appropriate individual 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.

**Section 3.** The University shall support regular safety trainings as per industry standards, provide appropriate protective gear, and shall replace dangerous or compromised equipment or tools in a timely manner and not penalize employees for reporting and refusing to use unsafe equipment or tools.

**Section 4.** The parties agree to meet and regularly discuss safety issues within the Labor/Management Committee (see Article 26). The Labor/Management Committee shall also develop and promote professional development and training activities for unit members.

**Section 5.** The Employer shall fund a professional development and training pool equal to \$20,000 for each year of this agreement (2012-13 and 2013-14) to fund professional development training activities, subject to advance approval from the manager of their work area. Members may appeal any denial of such training to the Associate Vice Chancellor for their work area whose decision shall be final.

**ARTICLE 26**  
**LABOR/MANAGEMENT COMMITTEE**

In order to provide a means for continuing communications between the parties and in order to promote a climate of constructive employee relations a Labor Management. Committee shall be formed. Such committee shall be comprised of an equal number of representatives from Management and the Union. Such committee shall not be for the discussion of pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of the Agreement and to other matters of mutual concern including improvement of Employer/Employee relations.

The parties agree that permanent agenda items for this Committee shall include Campus Safety, Work Hours, and Training.

The Committee shall meet at least once per quarter, or as often as mutually agreed upon, throughout the term of this contract

## **ARTICLE 27**

### **SICK LEAVE BANK**

After a sick bank member who has drawn on the Sick Bank for ten (10) working days credit, shall have his/her case reviewed by the Sick Leave Bank Committee, which may, by majority affirmative vote, authorize the sick bank member to continue drawing on the Bank. This process shall be repeated after each successive period totaling ten (10) working days credit. Notwithstanding the foregoing, any bargaining unit member, who is a member of the sick leave bank, and has drawn on the Bank may at any time be disqualified from continuing to draw on the Sick Bank by majority vote of the Committee.

The Sick Leave Bank Committee will determine at what level the Sick Bank will be replenished. Prior to the granting of any time from the Sick Bank to any sick bank member by the Sick Leave Bank Committee, all sick bank members shall assign, in writing, to the Sick Bank all sick, personal, vacation, holiday days, which such sick bank member is entitled while that sick bank member has an outstanding balance to the Bank.

The Sick Leave Bank shall be administrated 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.

## **ARTICLE 28 DISCIPLINARY ACTION**

**Section 1.** The parties agree that the purpose of discipline in a University setting 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 that may be taken by an employer or its representatives, particularly in a diverse University setting.

**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 University must serve an additional probationary period upon re employment, whether in the same or a different job title.

**Section 3.** Just cause may include, but 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 unprescribed 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 University 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 University or its community.

Disciplinary action 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.** In the event that an employee is given a hearing prior to the imposition of discharge, suspension or demotion for disciplinary reasons, 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 3 grievance and Article 29 Grievance and Arbitration Procedure shall apply.

**Section 7.** 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**

#### **Section 1.     Introduction**

The parties recognize that MGL Chapter 150 E. Sec. 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 that 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*** - A 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 and/or 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 desired.

**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 calendar day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in the Holiday Article of this Agreement.

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

**A.     *Step 1. Informal-Immediate Non-MTU bargaining Unit Supervisor and/or Director***  
The Union and/or the grievant shall institute the grievance procedure of this Article by notifying his/her immediate non-MTU bargaining unit supervisor or Director or their respective designee during the term of this Agreement 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. The supervisor and the employee will have seven (7) days to attempt to resolve the issue (the "conciliation period"). Any resolution shall be consistent with Section 5 of this Article and without precedent to any future matters between the University and the Union.

Should the matter not be resolved during the conciliation period and should the Union/Grievant seek to pursue the matter, then a written grievance shall be filed within fifteen (15) 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 to the Director of Operations and Services or equivalent managerial position or designee ("Director"). Within three

(3) days after receipt of such notice, the Director 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 Director 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. Associate Vice Chancellor for Facilities Management***

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, the grievant or the Union shall file a written grievance with the Associate Vice Chancellor for Facilities Management or designee ("Associate Vice Chancellor"). The Associate Vice Chancellor, 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 meeting.

**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 Campus Chancellor or designee ("the Chancellor"). 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. University President or Mediation***

**1. University President**

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 called "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.

**2. Mediation**

The Union with the consent of the University, may, as an alternative to presenting the grievance to the University President, refer the matter to Grievance Mediation. A grievance mediator may be requested from the Massachusetts Department of Labor Relations or the parties may agree on the choice of a neutral mediator. If after sixty (60) days the grievance is not settled, the Union may proceed to Step 5, Arbitration. The costs of mediation shall be shared equally by the parties. All statements, documents, communications; and correspondence made during or concerning grievance mediation shall not be admissible at Arbitration. The parties understand the purpose of the prior sentence is to facilitate communications during mediation and not to prevent the introduction of otherwise admissible evidence at arbitration.

**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:

1. The Union shall have the exclusive right to initiate arbitration of a grievance.
2. 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 otherwise provided for in this Article.
3. 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.
4. The arbitrator shall be selected and the arbitration conducted pursuant to normal American Arbitration Association procedures. The parties may also agree on the choice of a neutral arbitrator.

*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 has sole authority to request mediation at Step 4 and that any adjustment made shall not be inconsistent with the terms of this Agreement. Nothing in this Article shall be read to prohibit any party from suggesting mediation at any point in the grievance process; the parties shall only proceed to mediation upon the agreement of the Employer and Union.

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 Non-MTU bargaining unit Supervisor, the Director, the Associate Vice Chancellor, and the Chancellor, as the case may require, of the name and address of such Union representative at the time he or she is so authorized.

**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 the 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 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 agreement of the parties.

**B.      *Admission*** The resolution of a grievance by the immediate supervisor, the Director, the Associate Vice Chancellor, 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 as admission of any violation or breach of the terms of this Agreement, or is cognizable 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, Sec. 8, and Chapter 150C, Sec. 10, 11, and 12 of the Massachusetts 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 agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provisions shall be construed to restrain the University from 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 education 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 and the manning requirements 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 Universities 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 standard of quality and quantity for work to be done; to determine whether any part or 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 employees; 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**

**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 Massachusetts General Law Chapter 150E.; that they shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither shall have any other obligation or be obligated to negotiate with respect to any matters 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 executing 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**

**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 efforts to terminate it.

**Section 3.** The Employer agrees not to engage in the lockout of unit employees.

### **ARTICLE 33 SAVINGS**

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 University of Massachusetts Lowell will meet to negotiate a replacement for the lost article.



## **ARTICLE 34 COST ITEMS**

**Section 1.** The cost items contained in this Agreement shall not become effective unless appropriations necessary to full fund such cost items have been enacted by the General Court in accordance with Massachusetts General Law, 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.** The Employer shall make a request for the funding of this Agreement as required by MGL, Chapter 150 E, 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**

**Section 1.** Prior to contracting out any work of a type traditionally performed in existing facilities by bargaining unit employees, the Employer shall make an estimate of the cost of the work to be done using overtime rates and compare this with the bid of the contractor(s). Where the in-house cost is lower, the Employer shall take into account scheduling, workload, and level of expertise to complete the work and then shall determine whether the bid should be awarded to a contractor or performed in-house on an overtime basis.

**Section 2.** Within a reasonable time prior to the Employer contracting out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the Employer and the Union shall discuss the availability of similar positions within the Employers 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 placements possibilities, every effort will be made to seek matches of work skill and qualifications with available, comparable positions.

## **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 Employer shall endeavor to maintain adequate lighting in all of said parking areas.

Effective September 1, 2012, the annual fees for all bargaining unit members parking in designated University parking lots shall be:

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

In the first year of the agreement, the University agrees to accept the amount of \$165/year and will supplement the rate up to the amount listed above.

In the second year of the agreement, the University agrees to accept the amount of \$190/year and will supplement the rate up to the amount listed above.

Payroll deductions shall be made on a pre-tax basis. Individuals wishing to pay the annual amount may do so by check.

For the life of this agreement, increases in the parking fee shall not exceed the percentage increase in salary received by the bargaining unit in that fiscal year.

## **ARTICLE 37 UNIFORMS**

- A.** Where Uniforms are required by the employer, such uniforms shall be provided by the Employer and shall include work pants and work shirts appropriate for the season and varied work areas, including shorts in summer and warmer clothes in winter. Appropriate footwear shall also be provided. The Employer shall be responsible for cleaning and maintaining uniforms, and employees required to wear uniforms shall be provided an adequate supply at any given time (five in and five out).
- B.** Specific uniforms shall be determined by the Employer after appropriate consultation with the Union. The Employer and Union recognize that consultation shall involve representatives of differing bargaining unit work areas and job classifications and both women and men in the bargaining unit.
- C.** Employees shall be granted ten (10) minutes wash up time at the end of the shift to clean up and change out.
- D.** Uniforms shall not be required when an employee is called in during their non-regular working hours, and enforcement of this article shall be reasonable.
- E.** Additional policies regarding issuance, cleaning, maintenance, and replacement will be bargained by the parties.

## **ARTICLE 38 TECHNOLOGICAL CHANGE**

**A.** The employer and the Union recognize that automation and technological change are fast becoming an integral part of work in many work locations. Both parties are aware of the enormous impact these changes will have and are having on employees in which they perform work. The Employer and the Union are committed to making the transition to automation in as responsive a way as possible to the human issues of members of the Unit and the provision of service to the public.

**B.** The Employer and the Union are committed to the concepts that technology was not intended to replace employees: that the transition be orderly and comfortable to the department and the employees: and that the Union will be allowed to provide input in developing and implementing the changes, as well as input in establishing health and safety guidelines: and that adequate and appropriate training be available to employees to provide job protection and advancement or retraining.

## **ARTICLE 39 FAIR PRACTICES**

**Section 1.** The University and the Union recognize their commitment to the policy of nondiscrimination as stated in Article 6, Non-Discrimination and Affirmative Action. The terms of this Agreement shall not be applied in an arbitrary or capricious manner.

**Section 2.** Nothing contained herein shall be construed to deny or restrict to any unit member rights he/she may have under applicable laws of the Commonwealth of Massachusetts and its regulations or other applicable provisions of state or federal law.

**Section 3.** The Union shall represent all persons in the bargaining unit without regard to race, color, religious creed, national origin, age, religious affiliation (if any), sex, marital status, handicap status, sexual orientation or participation in the activities of the Union.

**ARTICLE 40**  
**SPECIAL CAMPUS NEEDS FUND**

Upon receipt of funds by the University to cover the costs of this contract as provided in G.L. Chapter 150E, Section 7, an amount equal to 0.3 % of the total unit salaries as of July 8, 2007, shall be paid on an annual basis into the Special Campus Needs Fund to be expended within the MTU bargaining unit and distributed according to a plan administered by mutual consent of the parties. The parties agree to meet by October 1, 2007, to discuss the plan.

Following the consented to one-time distribution of the initial funds to unit members with certain seniority and those with certain designated trades classifications in 2007-2008, the parties agree that the second year distribution of Special Campus Needs fund (Fiscal year 2008-2009) would go as soon as practicable to those unit members employed as of July 2009 who did not receive the initial one-time distribution in 2007-2008. Starting with the third year of the fund (FY 2009), the Special Campus Need Fund shall be added equally across the board to everyone in the bargaining unit's regular base salary to help members pay for parking.

## **ARTICLE 41 APPRENTICESHIP**

The parties agree to further negotiate and implement an apprenticeship program within the term of this contract meeting the following agreed to guidelines:

### **A.     The Program**

The Apprenticeship Program shall be an accredited program with the Massachusetts Division of Apprenticeship Training. The program shall be governed by a separate agreement and a joint labor/management apprenticeship committee. The joint labor management Committee to agree to all the details of the program so long as they stay within the general parameters negotiated between the parties with this agreement.

### **B.     Apprentices**

Apprenticeships are open to non-probationary members of the bargaining unit meeting minimum qualifications. Members must apply to the program using a standard application and be selected through a fair process. Those selected for an apprenticeship must first complete a short probationary period where the potential apprentice, master, and joint labor/management apprenticeship committee can assess the appropriateness of the fit. Apprentices shall be replaced within the bargaining unit. Should an apprentice fail to complete the program through no fault of their own, the apprentice shall be able to move back into their prior position. Apprentices shall not see a reduction in wages, and shall enter into a contract with the Employer if they successfully complete a contract and get licensed so their schooling costs can be reimbursed and they can be reallocated into a new position.

### **C.     Masters/Trainers**

A Master or appropriately qualified journeyman in a trade shall be selected from the bargaining unit through a transparent set of criteria agreeable to the parties that takes into account such factors as seniority, willingness, and supervisory responsibilities. Care shall be taken by the joint committee to avoid both favoritism and incompatibility between the apprentice and master. The Master shall receive a permanent upgrade one grade with at least a 2.5% salary increase (though there might not be a title associated with the upgrade).



**Article 42**  
**DURATION**


This Agreement shall be for the two (2) year period from July 1, 2012, through June 30, 2014, and terms herein shall become effective on the date of its execution by the parties, unless otherwise specified. The parties agree to meet on or before Monday, March 3, 2014, to commence negotiations for a subsequent agreement unless there is mutual agreement by the parties to change this date. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

## SIGNATURE PAGE

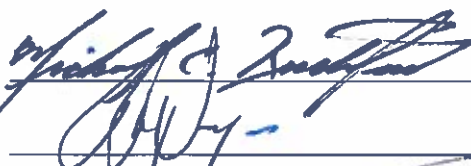
This agreement is between the UNIVERSITY OF MASSACHUSETTS, LOWELL and THE MAINTENANCE AND TRADE UNION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA and has a term of July 1, 2012, through June 30, 2014.

Signed this 3rd day of October 2013

For the Maintenance and  
Trade Union/MTA/NEA:

  
Victor P. Davis  
M. T. A. / NEA

For the University of  
Massachusetts, Lowell:

  
David J. Anagnost  
University of Massachusetts, Lowell

**APPENDIX A**  
**TEMPORARY WORK ASSIGNMENT FORM**

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

\_\_\_\_\_  
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

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

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

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

\_\_\_\_\_  
Previous Incumbent in 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

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

Reason for Disapproval

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

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

## **APPENDIX B**

### **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 C**

### **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.

In the extraordinary event that the Union alleges that an employee cannot comply with the electronic transfer of salary checks due to severe hardship such as inability to access a bank or financial institution during off hours, or there is no ATM available within a reasonable geographic distance from an employee's home, the Union shall request that Human Resources Department grant a Direct Deposit Exemption. The Human Resources Department will review the request and respond within thirty (30) days of receiving such request. Denials of Direct Deposit Exemption Requests shall not be subject to the contractual Grievance and Arbitration Procedure.

## **APPENDIX D**

Within thirty (30) days following the execution of this agreement, bargaining unit members, except those who work a "straight eight", may request the opportunity to work through their lunch period and extend their workday to eight and one-half (8.5) hours. Such requests shall be made to the individual's immediate supervisor and shall not be unreasonably denied. Consistent with the provisions of Article 7, Section 2 time worked in excess of eight (8) hours in a day shall be paid at the employee's overtime rate. This policy shall remain in effect for a period of six months at which time the Director of the Physical Plant and the Director of Human Resources shall meet to review the practice and to make a determination whether to continue, terminate or modify the program. The review shall consider the following non-prioritized factors:

- cost
- productivity
- morale
- health and safety concerns
- attendance

Prior to taking any action relative to the program, management will meet with representatives of the union to discuss their findings and proposed actions.

## **APPENDIX E**

Within 60 days following the execution of this agreement the parties agree to discuss the inclusion of other titles into the bargaining unit.

## APPENDIX F SICK LEAVE BUYBACK FORM



### Maintenance and Trades Bargaining Unit Annual Sick Leave Buy-Back Form

#### Section 1: EMPLOYEE DATA

1. Employee ID			Date Received In HR
2. Employee Name			
3. Address			
4. City	5. State	6. Zip Code	
7. Personal Email	8. Home Phone	9. Mobile Phone	

#### Buy Back Information

Bargaining unit members are eligible to buy back their annual unused sick leave credits, up to a maximum of six (6) days. To participate in the buyback process this form should be filled out and returned to the office of Human Resources and Equal Opportunity & Outreach by June 30<sup>th</sup>.

<u>Sick Leave Days Used</u>	<u>Cash 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%)

Sick days cashed in shall be deducted from the employee's sick leave balance. Payment shall be made no later than the last pay period in July.

☐ I am requesting to buy back sick leave in accordance with the collective bargaining agreement covering my position

Sick Leave total used between last July 1, and June 30, of current year: \_\_\_\_\_

Days requested to buy back \_\_\_\_\_

Employees Signature	Date
---------------------	------

#### OFFICE USE ONLY

SKA; <u>                    </u>	SCI: <u>                    </u>	
<b>PAYROLL DATA ENTRY</b>	By (Initials): <u>                    </u>	Date: <u>                    </u>

