

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF THE UNIVERSITY OF MASSACHUSETTS
AND
UNIVERSITY STAFF ASSOCIATION
AFFILIATE OF THE MASSACHUSETTS TEACHERS
ASSOCIATION/NEA
JULY 1, 2001 to JUNE 30, 2004

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PREAMBLE

This Agreement entered into by the Board of Trustees of the University of Massachusetts, hereinafter referred to as the Employer, and University Staff Association/Massachusetts Teachers Association/National Education Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, efficient and effective standards of productivity and performance, hours and other terms and conditions of employment, thus contributing to the continual development of an educational institution of highest quality - a public policy mandate, which binds the Association and the Employer.

DEFINITIONS

1. Appointing Authority - The term "appointing authority" shall mean the administration of the University of Massachusetts.
2. Association - the term "association" shall mean the University Staff Association/Massachusetts Teachers Association.
3. Board - the term "Board" shall mean the Board of Trustees of the University of Massachusetts.
4. Chief Executive Officer of the Campus - The term "Chief Executive Officer of the Campus" shall mean the Chancellor of the University of Massachusetts, Amherst, or designee.
5. Day - Except as is otherwise provided in this Agreement, the term "day" shall mean a calendar day inclusive of Saturday, Sunday, a skeleton day or any of the holidays enumerated in Article 12 of this Agreement.
6. Department - The administrative area defined by the last four digits of the current organizational unit number provided by the University of Massachusetts/Amherst Budget Office.
7. Domestic Partner - The term "domestic partner, as used in this agreement, shall mean a person of the same sex as a unit employee in a committed relationship that involves personal and economic bonds. The specific process for certifying status as a domestic partner shall be determined by the University.
8. Employer - The term "Employer" shall mean the Board of Trustees of the University of Massachusetts.
9. Payroll Month - The term "Payroll Month" shall mean the period measured from the Sunday following the last Saturday of the preceding month to the last Saturday of the current month.
10. Unit Work – The term “Unit Work” shall mean the type of work performed substantially by persons in the titles listed in Appendix D but such work currently performed by persons in other units or in non-unit positions shall not be prohibited.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the Association as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all employees in the Unit as defined by MLRC Case No. SCR-2115, as amended by CAS 3080 and CAS 3081. For the purposes of this Agreement, the Unit shall be understood to consist of:

All full-time and regular part-time administrative, clerical and technical employees of the University of Massachusetts at Amherst; excluding regular part-time employees who are expected to work less than 50 percent (50%) of the hours in a work year of a full-time employee in the same title; managerial and confidential employees within the meaning of M.G.L. Chapter 150E; students; employees paid on an hourly basis; supervisory employees and all other employees.

Should any new classified classification(s) be added to the work force, the appointing authority shall notify the Association of such new classified classification(s). The appointing authority shall determine if such new classified classification(s) shall be added to the bargaining unit and the appointing authority shall notify the Association of its determination. If the Association disagrees with the appointing authority's determination, the matter may be referred to the State Labor Relations Commission by the Association with a request that the Commission make a determination. In the event it shall be finally adjudicated that the classified classification(s) be added to the bargaining unit, the classified classification(s) shall then be subject to the provisions of this Agreement.

Should the appointing authority determine that a position or positions in a classification included in the Unit at the time of the execution of the April 28, 1981 Memorandum of Understanding concerning the exclusion of confidential/managerial employees as most recently amended by the parties, is no longer appropriately included in the Unit, it shall notify the Association of such determination. In the event the Association does not agree to the exclusion(s), the matter shall be referred to the State Labor Relations Commission for determination. Upon notification to the Association, any employee determined by the appointing authority to be excluded shall pay into an escrow account the equivalent of the Association's dues or agency fee. Said moneys shall either be returned to the employee or tendered to the Association, depending upon the outcome of the parties' discussions or the determination of the Labor Relations Commission.

The appointing authority agrees that when an employee in the bargaining unit is promoted, transferred, successfully applies for or otherwise moves from his/her unit position to a position excluded from the bargaining Unit by virtue of the April 28, 1981 Memorandum of Understanding, as most recently amended by the parties, the appointing authority shall so advise the Association.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Association or changing any condition in this Agreement. The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant or contract funds, and who perform the function of those positions covered by

this Agreement to the extent that the terms of their respective institute, grant or contract funding source and the level of funding thereunder so allow, as determined by the CEO.

ARTICLE 2 **SCOPE OF AGREEMENT**

The parties agree that this Agreement in all respects supplants all particular provisions of the following General Laws of the Commonwealth of Massachusetts and the 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.

It is acknowledged during the negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total Agreement between the parties; and the Association agrees that the Employer shall not be obligated to any additional collective bargaining.

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 Association.

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.

ARTICLE 3 MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Employer. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Employer under the laws of the Commonwealth. The Association recognizes the right of the Employer and any of its duly authorized agents to control, operate and manage the University and its facilities without interference; to subcontract work; to determine operational policies, methods, and procedures; to direct, hire, promote, transfer, upgrade, allocate, reallocate, classify and reclassify employees; to discharge, suspend, demote, or otherwise discipline employees for just cause; to lay-off employees for lack of work, lack of funds or curtailment of programs, and to recall employees; to promulgate and enforce all reasonable rules relating to operations, safety measures, and other matters; to promulgate and enforce rules and regulations; provided, however, that in exercising the foregoing rights of management, the Employer agrees that it will not violate the specific provisions of this Agreement.

Without limiting the generality of the foregoing, the Employer reserves the right, subject only to the express provisions of this Agreement, to manage the University, to require reasonable standards of performance and to maintain order and efficiency.

ARTICLE 4
ASSOCIATION SECURITY
Dues Checkoff

Section 1.

The Association shall have the exclusive right to the checkoff and transmittal of Association dues or agency service fee on behalf of each employee.

Section 2.

An employee may consent in writing to the authorization of the deduction of Association dues from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the appointing authority and shall bear the signature of the employee. An employee may withdraw his/her Association dues checkoff authorization by giving at least sixty (60) days notice in writing to the Association. The Association will then notify the appointing authority upon receipt of written notice from an individual employee to terminate his/her dues checkoff within twenty (20) working days of receipt of such notification. The foregoing notwithstanding, deduction of dues will automatically and immediately cease for an employee upon his or her departure from the bargaining unit. In the event that the employee is transferring to a non-bargaining unit University position, individual notification of such cessation shall be made to the Association and the employee. The Association hereby agrees that it will indemnify and hold the appointing authority harmless from any claims, actions or proceedings by an employee arising from the failure of the Association to transmit the dues deduction authorization by an employee as stated above.

Section 3.

An employee may consent in writing to the authorization of the deduction of an agency service fee from his/her wages and to the designation of the Association as the recipient thereof. Such consent shall be in a form acceptable to the appointing authority and shall bear the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least sixty (60) days notice in writing to the Association. The Association will then notify the appointing authority upon receipt of written notice from an individual employee to terminate his/her agency service fee authorization within twenty (20) working days of receipt of such notification. The foregoing notwithstanding, deduction of an agency service fee will automatically and immediately cease for an employee upon his or her departure from the bargaining unit. In the event that the employee is transferring to a non-bargaining unit University position, individual notification of such cessation shall be made to the Association and the employee. The Association hereby agrees that it will indemnify and hold the appointing authority harmless from any claims, actions or proceedings by an employee arising from the failure of the Association to transmit the agency service fee deduction authorization by an employee as stated above.

Section 4.

In the event of administrative error or other concerns involving the authorized deduction of Association dues or agency service fee from employees' wages, the parties shall expeditiously meet to attempt to correct the error or address the difficulties. This provision is not subject to the grievance and arbitration procedure contained herein.

Section 5.

The appointing authority 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 monthly in accordance with departmental policy as of July 1, 1977 to the Association Treasurer together with a list of employees whose dues or agency fees are transmitted and the amounts thereof. The appointing authority may require that the Treasurer of the Association has given to the Association a bond in a form approved by the appointing authority for the faithful performance of his/her duties, in a sum and with such surety or securities as are satisfactory to the appointing authority.

ARTICLE 5 **AGENCY SERVICE FEE**

Section 1.

Each employee who elects not to join or maintain membership in the Association shall be required to pay as a condition of employment, beginning thirty (30) days following the commencement of employment, an agency service fee to the Association in an amount that is equal to the amount required to become and remain a member in good standing.

Section 2.

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

Section 3.

The Association shall reimburse the appointing authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency service fee. The Association 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 appointing authority shall have no obligation to defend the termination.

Section 4.

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

Section 5.

It is specifically agreed that the appointing authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Association Security Article, and the Association hereby agrees it will indemnify and hold the appointing authority harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the appointing authority.

ARTICLE 6 **ASSOCIATION BUSINESS**

Section 1. Association Representation

Association staff representatives shall be permitted to have access to the premises of the appointing authority for the performance of official Association 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 Association will furnish the appointing authority with a list of staff representatives.

Section 2. Association Stewards

- A. Association stewards shall conduct Association business in a manner which will not be disruptive of University operations and which will not interfere with the assignment and direction of employees or with the discharge of any such employee's duties. Except as is hereinafter provided, Association business shall be conducted by Association stewards on off-duty hours, and no steward shall be paid by the Board for the performance of such business.
- B. Association stewards shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied. Upon the prior approval of the Chief Executive Officer of the Campus (hereinafter in this Article CEO) or designee, an Association officer or representative may be substituted for an Association steward in situations where the designated steward is unable to conduct the investigation.
- C. The Association will continue to furnish the appointing authority with a list of Association Stewards and their jurisdictions. The Association shall forthwith delineate the jurisdiction of Association Stewards so that there shall be no more than one steward for each district.
- D. Witnesses called by the Association to testify at an arbitration proceeding(Step 5) shall not be entitled to paid leave but may be granted unpaid leave to attend such proceedings without loss of benefits or other privileges.
- E. 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.

Section 3. Association Released Time

The extent to which paid released time is granted by the Employer to employees covered by this agreement to attend meetings, and executive board meetings of the Local, City, State, Regional, and parent organizations shall be as follows: Paid leave shall become available on a fiscal year basis commencing July 1, 2001. One thousand two hundred and fifty (1250) hours will be allocated for each of the fiscal years of the agreement. Such leave as stated above shall require prior approval of the CEO, or designee, and shall not be unreasonably denied. Unused paid leave time shall expire in full on June 30 of each year of this agreement. A written record of available and used paid leave time shall be kept by the CEO or designee. All approved requests for paid leave time for the above purposes shall be deducted from the available allocation of paid leave time and in no event will requests be approved in excess of time made available pursuant to the provisions of this system. Time, used by unit members for attendance at meetings at the direction or request of the University, shall not be deducted from the total yearly hours of paid Association Release Time set forth above.

Section 4. Association Leave of Absence

Upon request of the Association, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Association. Such leave of absence shall be for a period of up to one (1) year and may be extended at the request of the Association. Advance approval of the CEO, or designee, is required for all such leaves of absence or the extension thereof. Requests shall not be unreasonably denied.

Section 5. Attendance at Grievance Meetings.

Association stewards and Association officers may be granted released time to attend formal grievance meetings. First Step Grievance Meeting - the grievant and the appropriate steward from the grievant's district and location. Second Step Grievance Meeting - the above, plus a member of the Association Grievance Committee - no more than two (2) representatives in total. Third Step Grievance Meeting – the above, plus the Association President or other officer - no more than three (3) representatives in total. Arbitration - same as Step Three Grievance Meeting.

Section 6. Attendance at Hearings

Designated Association Officials 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 Association and the Employer. Such leave will require the prior approval of the CEO.

Section 7. Association Use of Premises

The Association shall be permitted to use the same or similar facilities of the appointing authority for the transaction of Association business, during working hours, which have been used in the past for such purpose and to have reasonable use of the appointing authority's facilities during off-duty hours for Association meetings, subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Association business during his/her own working hours, not granted elsewhere in the contract.

Section 8. Bulletin Boards

The Association may post notices on bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the appointing authority for employees to read. All notices shall be on Association stationery, signed by an official of the Association, and shall only be used to notify employees of matters pertaining to Association 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, the University, or their representatives; or which constitutes election campaign material for or against any person, organization or faction thereof.

Section 9. Conventions.

Leaves of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Association to attend conventions of the Massachusetts Teachers Association and the National Education Association. Such leave will require the prior approval of the CEO or designee.

Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.

Section 10. Employer Provision of Information

Within thirty (30) days after final approval of this Agreement, and on a monthly basis thereafter, throughout the period of this Agreement, the appointing authority will provide the following information:

1. A computer listing of all the employees in the unit, with their home addresses as they appear on University records.
2. A computer listing of all employees in the unit, with their campus locations.
3. A computer listing of all the employees in the unit with their labor unit and seniority status.

4. A computer listing of all employees new to the unit with their campus locations.
5. A computer listing of all employees who have left the unit within the month.

The following information shall be provided every six months:

1. A computer listing of all employees in the bargaining unit, by title.
2. A computer listing of all employees holding bargaining unit titles excluded from the USA/MTA bargaining unit, pursuant to G.L.c. 150E, with their title and campus location.
3. A computer listing of CC/03 employees with their campus location, job begin and job end dates, current date of hire, hourly rate and average hours worked per week.

Section 11. New Unit Member Information Sessions.

Effective upon the execution of this agreement, where the Association provides a general information session for members new to the bargaining unit since the last session was held, such members may be granted up to one (1) hour of released time to attend. Information sessions will be held not more often than bimonthly. Requests for released time will not be unreasonably denied.

Section 12. VOTE Payroll Language.

Subject to the requirements of law and upon not less than sixty (60) days prior written notice to the Chancellor, there shall be deducted from the monthly salary of any unit member the amount of money specified in such notice for contributions to the Voice of Teachers for Education (VOTE). Any written authorization may be withdrawn by the unit member by submitting a written notice of withdrawal to the Chancellor and the treasurer of the VOTE sixty (60) days in advance of the desired cessation of payroll deduction.

Section 13. Information on the Board of Trustees

A copy of the time, place and agenda of all Board of Trustees meetings, including committee and subcommittee meetings thereof, shall be sent to the Union concurrent with distribution to Board members. In addition, the Association shall receive copies of the minutes of all Board meetings, including committee and subcommittee meetings thereof. The Association shall be provided an opportunity to request to appear on the agenda of any regularly or specially scheduled Board meetings; such requests shall not be unreasonably denied.

ARTICLE 7
ANTI-DISCRIMINATION, AFFIRMATIVE ACTION
AND CONFLICT OF INTEREST

Section 1.

The Employer and the Association agree not to discriminate in any way in violation of applicable law or University policy, against employees covered by the Agreement on account of race, religion, creed, color, national origin, sex, age, veteran status, sexual orientation, marital status, mental or physical disability, political belief or affiliation, or membership or non-membership in any organization.

Section 2.

The Association 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, age, sex, national origin, or mental or physical disability, 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, promotion, 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. To accomplish these goals certain positions may be designated as affirmative action target positions in accordance with the Employer's Affirmative Action Plan filed with the U.S. Department of Labor. The President of the Association shall be informed of such targeted positions simultaneously with the Division of Human Resources.

Section 3.

No employee shall participate directly in any decision or recommendation relating to appointment, promotion, retention, or other condition of employment at the University of any parent, child, spouse, sibling, parent-in-law, sibling-in-law, child-in-law, or stepchild of such employee, or supervise the performance of any such person except under such circumstances as the CEO may determine as warranting waiver of this prohibition in the best interests of the University.

Section 4.

The Employer and the Association acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no unit employee should be subjected to such harassment. The term sexual harassment as used here is conduct such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 5.

Any charges of discrimination in violation of this Article shall be subject to the Campus Affirmative Action Grievance Procedure, and applicable State and Federal Laws under which the Association may represent the employee. Such charges shall not be subject to the contractual grievance and arbitration procedures.

ARTICLE 8 **WORKWEEK AND WORK SCHEDULES**

Section 1. Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37 1/2) hours per week excluding meal periods.
- 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 Association stewards.
- C. When the appointing authority desires to change the work schedule and/or work week of an employee, a discussion shall be held with the affected employee prior to the issuance of a written notice. Such written notice shall be given to the affected employee at least ten (10) working days in advance of the date of such contemplated change. If requested by the affected employee, written reasons for the change shall be provided within seven (7) calendar days of the request. Any such request must be made prior to the effective date of the schedule change. In no event shall such request for written reasons operate to forestall the effective date of the schedule change. In cases of emergency involving the protection of the property of the appointing authority or involving the health and safety of those persons whose care and/or custody have been entrusted to the appointing authority, such discussion and/or written notice shall not be required unless such emergency continues to exist for more than five (5) working days. After that time, written reasons for the change in the work schedule and/or work week will be provided to the affected employee in the most practicable manner.
- D. To the extent practicable, the normal workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven-day period. This subsection would not apply to employees in authorized flexible hours program.

Subject to the needs of the department, the department head may offer to employees the opportunity to schedule working hours between 7:00 a.m. and 9:00 p.m., provided that the total number of each employee's working hours per day remain unchanged. However, all major departmental offices must remain open between the hours of 8:30 a.m. and 5:00 p.m. Upon request of a bargaining unit member, the supervisor may grant, for a specific period of time, a flexible personal work schedule, so long as the bargaining unit member can demonstrate that the proposed schedule will not interfere with or detract from the delivery of services provided or the day to day operation of the department. Request for a flexible work schedule shall not be unreasonably denied.

Section 2. Overtime

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week.
- B. An employee shall be compensated at his/her regular rate for authorized overtime work performed up to forty hours per week that is in excess of his/her regular workweek.
- C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight hours in his/her regular workday except that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday. The appointing authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees, who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the appointing authority to participate in an approved voluntary flexible hours program, that has been duly authorized by the appointing authority and by the Personnel Administrator.
- D. Compensatory time off in lieu of overtime compensation may be authorized by the CEO or designee only upon request of the employee. Compensatory time off shall be computed at the same rate as overtime compensation. It must be taken within one hundred and eighty (180) days of when it was earned, unless agreed otherwise by the CEO or designee, and the employee, to be taken at a time designated by the employee and approved by the CEO or designee. An employee may not accrue more than two hundred and forty (240) hours of compensatory time off in lieu of overtime pay. Employees who have accrued the maximum amount shall be paid the hourly rate authorized for overtime work. Upon termination or prior to termination, an employee shall be paid for all unused compensatory time at the employee's final regular rate of pay.
- E. With the exception of paid sick leave, all time for which an employee is on paid leave status shall be considered time worked for the purpose of calculating overtime compensation. If sick leave is taken in a week of mandatory overtime, an employee may substitute three (3) days per year of alternate time (vacation, holiday, compensatory, or personal) time and up to two (2) days per year of sick time (with medical evidence provided). However, this will not be implemented until the Labor/Management Committee develops guidelines.
- F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

- G. The appointing authority shall make every effort to send out checks for overtime by no later than the second payroll period following the payroll period of the overtime worked.
- H. Overtime shall be distributed as equitably and impartially as practicable among qualified persons in each work location.
- I. The provisions of this section shall not apply to employees on full travel status.

Section 3. Regular Meal Periods

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

Section 4. Rest Periods

Rest periods of fifteen minutes shall be given to employees in each one-half tour of duty. Employees may leave their places of employment during the above mentioned time periods.

Section 5. Call Back Pay

An employee who has left his/her place of employment after having completed work on his/her regular shift and is called back for unscheduled work prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This section shall not apply to an employee who is called in to start his/her shift early, and who continues to work that shift. Call back hours shall be distributed in accordance with the procedures in Article 8, Section 2H.

Section 6. Stand-By Duty

- A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate of ten dollars (\$10.00) for such stand-by period.
- B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty, and shall be nine (9) hours in duration for any stand-by duty for any Saturday, Sunday or holiday.
- C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to standby duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.
- D. Stand-by duty shall not exceed seventy-two (72) continuous hours for any employee.

Section 7. Shift Differential

- A. The shift differential shall be thirty dollars (\$30.00) per week for full-time employees rendering service on a second or third shift, as hereinafter defined.
- B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.
- C. The above 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 a differential pursuant to paragraph A of this section.
- D. For employees who are required to work a second or third shift, as governed by paragraph C of this section, overtime shall be compensated at the regular salary rate and the shift differential for the number of hours in excess of thirty seven and one-half but fewer than forty hours per week worked on such second or third shift, and 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 hours per week worked on such second or third shift.
- E. Part-time employees shall be eligible to receive a shift differential when their shift begins on or after 6:00 p.m. and ends no later than 9:00 a.m.

Section 8

- A. Auxiliary Services and Housing Services will implement Kronos, an electronic attendance system . Kronos shall be used only to monitor time and attendance. Current policies and procedures surrounding attendance and pay will remain constant.
- B. Members of the bargaining unit in Auxiliary Services shall be required to use the Kronos System provided the non-unit employees in USA titles shall also be required to use the Kronos System in the same manner. Individuals employed in Auxiliary Services in CC/03 positions who perform work analogous to that performed by USA/MTA titles shall also be required to use the Kronos System in the same manner. The Kronos System shall not be implemented in Auxiliary Services until such time as the Association has been given notice that the Kronos System will be implemented, such notice not to be given prior to September 1, 2001, and the Association shall be given ninety (90) days to impact bargain the implementation and usage procedures. Said ninety (90) days may be extended by mutual agreement of the parties.
- C. Should a University Department or Division, other than Auxiliary Services or Housing, or should the University as a whole purchase Kronos or another like system whose use is likely to impact unit members, the Association shall be given a ninety (90) day notice to bargain such impact.
- D. Unit members, except those in Auxiliary Services, shall not be required to swipe under the Kronos system unless all employees in a Department are required to do so.

For unit members required to swipe a Kronos card, not less than two replacements per fiscal year shall be provided without cost for lost or destroyed cards.

Section 9. Weekend Differential

Employees shall be paid a weekend differential of fifty cents (\$.50) for each hour worked, in addition to their regular salary, for the first shift worked between 12:01 am Saturday and 11:59 pm Sunday.

ARTICLE 9 **LEAVE**

Section 1. Sick Leave

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of one day for each full payroll month of employment for a total of twelve (12) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:
 - 1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;
 - 2. When the spouse, child, or parent of either an employee or their spouse or their domestic partner or a relative living in the immediate household of an employee is seriously ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per calendar year except that in cases of demonstrated medical emergency or life threatening/terminal illness, the sixty (60) day maximum may be waived by the CEO or designee;
 - 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others;
 - 4. To keep appointments with health care professionals. In such instances the normal requirement will be at least five (5) working days advanced notice. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.
- D. A full-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.
- E.
 - 1. Whenever the Appointing Authority has reason to believe that sick leave is being abused, the Appointing authority may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes the employee is abusing sick leave and may be required to produce medical evidence for future use of sick time.
 - 2. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist that he/she has personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee was unable to perform the duties of the job due to specific illness or injury on the days in

question and the prognosis for the employee's return to work. In cases where the employee is absent due to a family or household illness or injury, satisfactory medical evidence shall consist of a signed statement by the medical personnel mentioned above indicating that the person in question has been determined to be ill and needing care on the days in question. In the case of a child who is sent home from school or day care, a statement provided by a licensed day car provider, a school nurse, if there is no nurse, a school official will be sufficient to excuse the first day of absence.

3. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above and shall list an address and telephone number. Failure to produce such evidence within seven (7) days of its request may result at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.
 4. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and may result in discipline.
- F. The Appointing Authority may require that an employee, wishing to return to work after an absence of more than five (5) consecutive working days because of illness or injury, be examined by a physician designated by the appointing authority and/or by a physician of the employee's choosing. If the appointing authority requires the employee to be examined by their designated physician, the appointing authority shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to his/her regularly assigned duties.
- G. 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, unless otherwise notified by the employee, be placed on personal leave, or if no personal leave credits then on vacation.
- I. An employee who is reinstated or re-employed 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 re-employed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the appointing authority, where such absence was caused by:
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 Workers' 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 (1) day of service of a full-time employee.

- K. Notification of absences under this Article must be given to the designated representative of the appointing authority prior to the beginning of the scheduled tour of duty and if the department head requires, at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay. Where the department head requires a half-hour notice, each unit member will be duly informed of the person to be notified or the telephone number to be called. This notification period may be waived in extraordinary circumstances beyond the control of the employee.
- L. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee (including any sick leave bank provisions).
- M. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent 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. The estate of a bargaining unit member, who dies after filing for retirement, shall be paid twenty (20) percent of the value of his/her unused accrued sick leave at the time of death. Any employee, upon retiring, may donate up to ten (10) days to the sick leave bank.
- 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 retroactively to such period of leave.
- O. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or prisoners in his/her custody, and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

Section 2. Paid Personal Leave.

On the first payroll day of the payroll month of July, full-time employees will be credited annually with six paid personal leave days which may be taken during the following 12 months at a time or times requested by the employee and approved by his/her appointing authority. Any paid personal leave not taken by the last payroll day (always the last Saturday) of the payroll month of June will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be used in conjunction with vacation leave. Full-time employees hired after the first payroll day of the payroll month of July of any year shall be credited upon employment with paid personal leave days in accordance with the following schedule:

<u>Date of Hire</u>	<u>Personal Leave Days Credited</u>
The first payroll day of the payroll month of July to September 30	6
October 1 to December 31	4
January 1 to March 31	2
April 1 - the last payroll day of the payroll month of June	0

Section 3. Bereavement Leave

Upon evidence satisfactory to the appointing authority of the death of a spouse, child, parent (including step-parent), brother, sister, grandparent or grandchild of an employee; or parent (including step-parent) of spouse; domestic partner; or person living in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days. In the event of the death of an employee's son-in-law or daughter-in-law or of the spouse's child, brother, sister, grandparent or grandchild, a maximum of two (2) consecutive working days shall be available for use by an employee. In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to a later date. Such request shall be made at the time of notification to the CEO of the death of one of the above named relatives, and may be granted at the discretion of the CEO.

Section 4. Voting Leave.

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

Section 5. Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the 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 appointing authority the jury fees if less than his/her regular rate of compensation for the period involved.
- C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.

- E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

Section 6. Military Leave

- A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled, during his/her annual tour of duty of not exceeding seventeen working days as a member of a reserve component of the armed forces of the United States, to receive pay therefor, without loss of his ordinary remuneration as an employee under Section 59 of C.33, General Laws as amended.
- C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen working days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January first, nineteen hundred and forty, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

Section 7. Maternity and Adoptive Leave.

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

- B. At the expiration of the maternity or adoptive leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credit as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- C. Notwithstanding any other provision of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of the leave. Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the CEO. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave or compensatory time to cover this period of absence. The period of unpaid leave shall not be included in any computation of contractual benefits, rights or advantages. Not later than two (2) weeks prior to the expiration of the eight-week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

An employee on maternity or adoptive leave may have her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.

During the first ten (10) work days of maternity leave, birth of a baby leave, adoptive leave, or foster care leave, the employee shall receive his/her regular weekly salary. When an eligible full-time or part-time employee and his/her eligible spouse are both employees of the University, they shall jointly be entitled to a combined total of not more than ten (10) days paid under this provision.

Section 8. Parental Leave.

Upon written application to the appointing authority, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental leave for a period not exceeding ten (10) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee. An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three years of age, may have his/her group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.

Section 9. Family Leave.

- A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed his/her probationary period, or if there is no probationary period who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted Family Leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The CEO may in his/her discretion, assign an employee to back fill for an employee who is on Family Leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, and to make arrangements for the care of, the employee's spouse, parent, grandparent, grandchild, domestic partner or relative living in the same household.
- B. Ten (10) days of family leave may be taken in not less than one-day increments. However, such leave requires the prior approval of the CEO.
- C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of his/her family leave, that employee may use such leave credits for which he/she is eligible under the sick leave, personal leave or vacation leave provisions of this Article.
- D. Between periods of family leave, where an employee returns to the payroll for a period of less than two weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 10. Education Leave

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

Section 11. Unpaid Personal Leave.

Unpaid personal leave, other than hereinbefore specified, may be granted by the appointing authority upon the written request of an employee at least 30 days in advance. Approval shall not be unreasonably denied. Retirement, seniority, sick leave, vacation credit and time accrual for step increase shall not accrue during the term of such leave.

Section 12. The Family and Medical Leave Act (FMLA).

The parties agree that where the provisions of FMLA are more generous than the contract, FMLA will prevail.

ARTICLE 10 **SICK LEAVE BANK**

A Sick Leave Bank shall be maintained at the University, if 50% of the unit members subscribe to such bank or a minimum of one hundred (100) days is donated by the unit members, whichever is less. Such bank shall be maintained for the benefit of all those members of the bargaining unit who shall have chosen, pursuant to the terms of this Agreement, to become a member thereof. Any employee who is a member of this bank on the effective date of this Agreement shall remain a member thereof subject to the terms and conditions of this section. A unit member from UMass Extension, who was a member of the Non-Unit Sick Leave Bank on October 4, 1995, shall automatically become a member of the USA/MTA Sick Leave Bank without further contribution.

During the months of October, February and May, an employee who is not already a member of the Sick Leave Bank may become a member by assigning one (1) or more full days of his/her personal sick leave accumulation to the Bank; provided, however, that on the date of making such assignment the employee shall have accumulated not fewer than three (3) days of personal sick leave.

A member of the Sick Leave Bank shall be eligible to draw upon the Bank five working days after the exhaustion of the member's personal sick leave, personal leave, and any compensatory time accumulation, and all but ten (10) days of accrued vacation leave. Once an employee has used up leave in accordance with this section, they shall immediately be eligible to draw days from the Sick Leave Bank.

The Sick Leave Bank shall be administered by a joint labor-management committee with equal representation between unit members and the administration. In order to maintain membership in the Sick Leave Bank, members must donate one (1) or more full days each year if the balance in the Sick Leave Bank is less than two (2) times the number of Sick Leave Bank members. If, however, the balance of days in the Sick Leave Bank is greater than two (2) times the number of members in the Sick Leave Bank, the annual assessment of days shall cease until such time as the balance of days in the Sick Leave Bank is less than the number of members. Any member of the Bank wishing to remain a member thereof and who has exhausted his/her personal sick leave accumulation shall assign such additional full day or days as of the date on which such member is next entitled to personal sick leave. The Sick Leave Bank Committee shall be authorized to establish the schedule for determining if and when the annual assessment will occur.

To be approved to draw from the Sick Leave Bank, a Sick Leave Bank member must submit a completed Sick Leave Bank Application form completed and signed by a physician, which states the nature of the employee's illness or disability and its anticipated duration. The Sick Leave Bank member must also submit a written statement requesting to use the Sick Leave Bank.

After review and a majority affirmative vote by the Sick Leave Bank Committee, a unit employee may draw upon the Bank. The Sick Leave Bank Committee shall determine the period of time the member may draw from the Bank. After an employee has drawn from the Bank for the approved period of time, not to exceed ninety (90) days, his/her case shall be reviewed by the Sick Leave Bank Committee upon the written request of the employee. The employee must provide additional medical documentation to support the continuation of Sick Leave Bank use. The Sick Leave Bank Committee may, by majority affirmative vote,

authorize the employee to continue drawing on the Bank. The duration of each participation shall be determined by a majority affirmative vote of the Sick Leave Bank Committee. Notwithstanding the foregoing, any employee drawing on the Sick Leave Bank may at any time be disqualified from continuing to draw on the Bank by majority vote of the Sick Leave Bank Committee.

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

The Sick Leave Bank is intended to be used for short term disabilities where the employee has a reasonable expectation of returning to work. It is not meant as a substitute for long term disability income protection.

An employee who is hired into the unit covered by this Agreement, from a position at another Institution of Higher Education where he/she was an active member of the Sick Leave Bank may, within thirty (30) days of the date of such hire, become a member of the Bank at the University by assigning one or more full days of personal sick leave to the Bank.

Benefits under this Article shall be prorated for part-time employees.

ARTICLE 11 **VACATIONS**

Section 1.

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

Length of continuous full-time "creditable service" as of the end of each applicable month	Vacation Leave Accrued
Less than fifty-four (54) months. (4 ½ years)	5/6 day per month (total of 10 days per year)
Fifty-four (54) months, but less than one hundred fourteen (114) months. (4 ½ to 9 ½ years)	1 ¼ days per month (total of 15 days per year)
One hundred fourteen (114) months, but less than two hundred thirty-four (234) months. (9 ½ to 19 ½ years)	1 2/3 days per month (total of 20 days per year)
Two hundred thirty-four (234) months or more. (19 ½ years)	2 1/12 days per month (total of 25 days per year)

- B. For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month in the institution where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 11 of this Article. In computing an employee's vacation status, all "creditable service" from the first working day in the Institution up to the end of each full month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of 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 leave in the same proportion that his/her part-time service bears to full-time service.

Section 3.

Vacation leave accrued during any month shall be credited on the last day of the month based on the employee's full-time equivalent status on that date and shall be available for use the following day.

Section 4.

A full-time employee on leave without pay and/or absent without pay for two (2) or more cumulative days in any month shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service".

Section 5.

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to the service of a full-time employee as described in Section 4, shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service".

Section 6.

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

Section 7.

The appointing authority shall grant vacation leave within twelve (12) months after it is credited, unless in the appointing authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies. No employee shall carry more than sixty-four (64) days of vacation leave credit. An employee who has available unused vacation leave, and who because of the provisions of this Section of this Article would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.

Section 8.

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

Section 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 been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, not to exceed forty (40) days, provided that no monetary or other allowance has already been made thereof.

Section 10.

An employee who is eligible for vacation under these rules, whose services are terminated for any reason, excluding dismissal for cause, shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, not to exceed forty (40) days, provided that no monetary or other allowance had already been made thereof.

Section 11.

An employee who is reinstated or re-employed shall be entitled to his/her vacation status at the termination of his/her previous service; provided, however, that no credit for previous service may be allowed where reinstatement occurs after absence of three (3) years unless approval of the appointing authority is secured for any of the following reasons:

- 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 Workers' Compensation benefits.

Section 12.

An employee who is granted a leave of absence to enter service in the armed forces of the United States, under the provisions of Chapter 708 Acts of 1941 as amended, and who, upon honorable discharge from such service in said armed forces, returns to the service of the Institution, shall be paid an amount equal to the vacation leave which had been accrued prior to his/her entry into such service in said armed forces but which had not been used prior to military leave, provided that no monetary or other allowance has already been made therefor.

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 retroactively against such leave of absence.

Section 16.

Any employee who is on industrial accident leave, who has available unused vacation, and who, because of the provisions of Section 7 of this Article, would lose such vacation leave, shall have such vacation leave converted to sick leave on the last day of the month in which such vacation would be lost if not taken.

Section 17.

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

ARTICLE 12

HOLIDAYS

Section 1.

The following days shall be holidays for employees:

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

*Only in Suffolk County

Section 2.

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 3.

When a holiday occurs on a day that is not a full-time employee's regular workday, if the employee's usual workweek is five (5) or more days, he/she, at the option of the appointing authority, shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within one hundred and eighty (180) days following the holiday, unless agreed otherwise by the appointing authority and the employee, to be taken at a time designated by the employee and approved by the appointing authority.

Section 4.

A full-time employee required to work on a holiday shall receive a compensatory day off with pay or if a compensatory day cannot be granted by the appointing authority because of a shortage of personnel or other reasons then he or she shall be entitled to pay for one (1) day at his/her regular rate of pay in addition to pay for the holiday worked.

Section 5.

Employees who are on unauthorized leave without pay for any part of their scheduled work day immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday. Employees who are on

authorized leave without pay for their entire work day immediately preceding and immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday.

Section 6.

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notified the appointing authority-and if required by a department head at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty - and indicated, as a reason for such absence, a reason that, pursuant to the terms of this Agreement, warrants the granting of a paid leave of absence for such day; provided, however, that when sickness is the reason for such absence, the unit member may be required to produce evidence in the form of a doctor's certificate within the next succeeding seven (7) day period. 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. Where the department head requires a half-hour notice, each unit member will be duly informed of the person to be notified or the telephone number to be called. This notification period may be waived in extraordinary circumstances beyond the control of the employee.

Section 7.

A full-time employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such holiday, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Additionally, a full-time employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five (5) or more days, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off must be taken on the day the holiday is observed if the appointing authority so directs. Otherwise it may be taken by the employee at a time approved by the appointing authority, but within one hundred and eighty (180) days.

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, such holiday shall be observed on that day. A person whose regular scheduled day off is Saturday shall, where possible, be given the preceding Friday off. If it is not possible to give the preceding Friday off, the provisions of Section 3 of this Article shall apply. 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 4. Provided, however, that if either such day off cannot be granted for reasons satisfactory to the appointing authority, such employee shall be given a day off in lieu thereof, or shall be paid compensation therefore, in accordance with the provisions of the foregoing Section 4.

Section 9.

A part-time employee shall earn pay for a holiday or compensatory time in the same proportion that his/her service bears to full- time service.

Section 10.

Employees who work on New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas shall receive a Shift Differential of fifty cents (\$.50) per hour worked.

ARTICLE 13 **EMPLOYEE EXPENSES**

Section 1. Travel.

When official University business takes an employee out of the employee's officially assigned workplace the employee is said to be in travel status and shall be reimbursed in accordance with the University of Massachusetts Employee Travel Policy and Guidelines.

Section 2.

Employees who work three or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three or more hours, exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

Breakfast 3:01 a.m. to 9:00 a.m.	\$5.00
Lunch 9:01 a.m. to 3:00 p.m.	\$5.00
Dinner 3:01 p.m. to 9:00 p.m.	\$10.00
Midnight Snack 9:01 p.m. to 3:00 a.m.	\$3.00

ARTICLE 14 **EMPLOYEE COMPENSATION**

Section 1. Annual Salary Rate Increase

- A. Effective July 1, 2001, employees who receive a rating of "Meets Expectations" or better on their annual employee evaluation shall receive a base increase equal to two and one-half percent (2.5%) of the employee's current annual salary as of that date.
- B. Effective July 7, 2002, employees who receive a rating of "Meets Expectations" or better on their annual employee evaluation shall receive a base increase equal to three percent (3.0%) of the employee's current annual salary as of that date
- C. Effective July 6, 2003, employees who receive a rating of "Meets Expectations" or better on their annual employee evaluation shall receive a base increase equal to three percent (3.0%) of the employee's current annual salary as of that date.

Section 2. New Step 13 and Step 14

- A. Effective July 1, 2001, a new Step 13 shall be implemented which is two percent (2.0%) higher than the current top step.
- B. Effective July 7, 2002, a new Step 14 shall be implemented which is two percent (2.0%) higher than the current top step.

Section 3. Step Rate Increases and Promotions.

- A. An employee shall advance under the terms of this Agreement to the next higher step in his/her job group until the maximum salary rate is reached, unless he/she is denied such step rate by his/her CEO. An employee shall progress from one step to the next higher rate after each fifty-two (52) weeks of creditable service in a step commencing from the first day of the payroll period immediately following his/her anniversary date or promotion date as determined within this article. In the event an employee is denied a step rate increase by his/her CEO, he/she shall be given a written statement of reasons therefore not later than five (5) days preceding the date when the increase would otherwise have taken effect. Time off the payroll is not creditable service for the purpose of step rate increases.
- B. Effective July 5, 1998, whenever an employee receives a promotion, as defined in Article 17, except an employee who has accepted a demotion as the result of a layoff, the employee's new salary rate shall be calculated as follows:
 1. Determine the employee's salary rate at his/her current job group.
 2. Find the next higher step within the employee's current job group, or for employees at the maximum rate within their current job group, multiply the employee's current rate by one and two one-hundredths (1.02)
 3. Compare the resultant sum to the rates for the higher job group into which the employee is promoted.

4. The employees salary rate shall be the first rate in the higher job group that at least equals the resultant sum. The anniversary date for such employees shall become the date of promotion.
- C. A unit employee who is appointed to a position in a lower salary grade shall be placed in a step in grade within his/her new job grade based upon the unit employee's creditable years of service in an equivalent job grade or higher job grade. However, the step in grade of a unit employee who is appointed to a lower graded position that is higher in grade than a third position occupied by the employee during the year preceding said appointment shall be determined as if the placement in the new position were a promotion from the lower graded third position, if this will result in a higher step placement for the employee.
- D. An employee, who has accepted a position in a lower job grade as the result of a layoff receives a promotion to a position as defined in Article 17, and such position is in a higher job group than the job group currently held by the employee, shall be placed in a step in grade within the new job grade based upon the employee's credible years of service in an equivalent or higher job grade and, in addition, credible years of service in the lower job grade accepted as the result of a layoff.

Section 4. General Provisions.

- A. Salary rates of full-time employees are set forth in Appendix F of this Agreement and are attached hereto and hereby made part of this Article.
- B. The salary rates set forth in Appendix F shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.
- C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 5. Regular Part-Time Employees.

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

Section 6 Salary Adjustments for Employees Entering From Other State Bargaining Units.

- A. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service, from a position in an equivalent salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit.
- B. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a lower grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of Section 3 of this Article.

- C. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher 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 equivalent new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

Section 7.

The salary 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 June 30, 2001, and the execution date shall receive appropriate increases as provided in this Article for their period of employment.

ARTICLE 15
COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 1.

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

Section 2.

All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of Institute, Grant, or Contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

Section 3.

The Trustees of the University of Massachusetts shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event the additional specific, complete and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

ARTICLE 16 **HEALTH AND WELFARE**

Section 1. Group Health Insurance Contributions

- A. The Commonwealth shall be responsible for paying only that percentage of the monthly premium rate for the Group Health Insurance Plan that is established by the Commonwealth's Group Insurance Commission and/or enacted by the Legislature; each employee shall be required to pay the remaining percentage of the premium rate for the type of coverage that is provided for the employee and his/her eligible dependent(s) under the Plan.
- B. An employee in a non-pay status or on leave without pay for any reason shall be required to pay the percentage of the premium rate for the type of coverage that is provided for the employee and his/her eligible dependent(s) under the Plan as is determined by the Commonwealth's Group Insurance Commission.

Section 2. Health and Welfare Plan

- A. Creation of Trust Agreement The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Association 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 Association. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare fund to employees and/or their dependents.
- B. Effective July 1, 2001, the Employer agrees to contribute on behalf of each full-time employee equivalent a total of nine dollars (\$9.00) per calendar week.
- C. Effective July 7, 2002, the Employer agrees to contribute on behalf of each full-time employee equivalent a total of ten dollars (\$10.00) per calendar week.
- D. Effective July 6, 2003, the Employer agrees to contribute on behalf of each full-time employee equivalent a total of eleven dollars (\$11.00) per calendar week. Furthermore, should the Health and Welfare Trust choose out of its reserves to operate a day care reimbursement program for eighteen (18) months the \$11.00 shall be raised to \$12.00. The program involves reimbursement up to \$500.00 per member for approved day care costs each year.
- E. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The amount of contributions for each year shall be based upon the number of full-time equivalent employees as of the last payroll period in the month of October; however, non-state-funded employees may be surveyed quarterly. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

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

Section 3. Dependent Care Assistance Plan

- A. The Employer agrees to enable association members who so elect, to participate in any Dependent Care Assistance Plan which complies with the requirement for federal tax deductibility and is generally made available to employees of the Commonwealth.
- B. **Non-Grievability.** No dispute over a claim for any benefits extended by this plan shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Association.
- C. **Liability.** It is expressly agreed and understood that neither the Employer nor the Association accept, nor is the Employer or the Association to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any benefit extended by the Plan.
- D. **Labor Management Committee.** A special committee comprised of two (2) members designated by the Association and two (2) members designated by the Employer shall be established to discuss the applicability of federal and state pre-tax legislation to employees and to recommend implementation of any relevant plans to the Director of the Division of Human Resources. Said committee shall meet no later than thirty (30) days from the execution of this agreement.

ARTICLE 17 **VACANCIES AND PROMOTIONS**

Section 1.

- A. The appointing authority is recognized as the sole authority to appoint an applicant to a vacant position. When the appointing authority determines that a vacancy is to be filled, it will be published in the "Yellow Sheet" as outlined in Article 17D. Appointments shall be published within ten (10) calendar days following the appearance of the appointee's name on the payroll register and in accordance with the further provisions of Article 17D. The appointing authority will not be obligated to consider an application for a position from an employee who has not submitted his/her request, nor registered under the current blanket policy of the appointing authority, on or before the seventh (7th) calendar day after the vacancy is posted.
- B. For the purpose of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment.

Section 2.

All applications for a vacant position shall be divided into priority subgroups a, b, c, and d respectively. The University Employment Office shall send at one time all groups of applicants for a vacant position to the appointing authority. Only after the review, which will include interviews where appropriate, of each group has been completed and no sufficiently qualified candidate has been selected, may the appointing authority look at and review the applications of the next group. The appointing authority shall hold the applications and shall consider each group in the following order of priority:

Subgroup a– The applications of bargaining unit employees and other applicants within the targeted pool as defined by the appointing authority's affirmative action program, only if the position has been targeted by the appointing authority's affirmative action program.

Subgroup b – The applications of non-probationary employees within the bargaining unit.

Subgroup c – The applications of probationary unit members.

Subgroup d – The applications of non-bargaining unit persons.

In making selections from within a priority sub-group, campus seniority will govern where upon review by the appointing authority ability, experience, training, and education of the applicants are equal. Any determinations made by the appointing authority concerning the filling of vacancies from among bargaining unit applicants in subgroups a, b, and c shall be grievable to Step 4, but shall not be arbitratable. In the event the appointing authority fills a vacancy by appointing a bargaining unit applicant and such appointment results in bypassing the campus seniority of another bargaining unit employee then the reason for bypassing the bargaining unit employee's seniority, if requested, shall be given in writing to the employee. Only bargaining unit members in subgroup a may grieve appointments to targeted positions.

Section 3

In filling vacancies campus seniority will govern where, upon review by the appointing authority, the ability, experience, training, and education of the applicants are equal. In the event the appointing authority fills a vacancy by appointing a non-bargaining unit applicant and such appointment results in bypassing the campus seniority of a bargaining unit applicant then the reasons for bypassing the bargaining unit employee's seniority, if requested, shall be given in writing to the employee. Only a senior bargaining unit member who has been bypassed shall have the right to request such information. Under these circumstances, the appointing authority's determination may be grieved and processed through arbitration. In the event arbitration is invoked hereunder, the arbitrator's authority shall be limited to reviewing, consistent with the criteria set forth herein, the appointing authority's determination that the qualifications of the successful and unsuccessful candidates are not equal. In no event shall an arbitrator have authority to review or reverse the appointing authority's determination under Section 2 hereof that applicants within a particular priority subgroup are not sufficiently qualified. A unit member may grieve his/her non-selection for a position only to Step 4 of the grievance process if such position was awarded to another unit member.

Section 4.

The Employer shall use reasonable efforts to answer requests for information regarding the search and selection procedure submitted by the senior unit member who has been bypassed and makes such request pursuant to Section 2 or Section 3 and requests made in the investigation of a grievance filed under Section 2 or Section 3.

Section 5. Trial Period

- A. An employee who is appointed to a different position shall serve a three (3) month trial period from the effective date of the appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months of continuous employment from the most recent date of hire.
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO said employee shall revert back to his or her former position. This matter may be a proper subject for the Grievance procedure.
- C. If the employee is not satisfied with the new position, he/she may elect to return to the former position within thirty (30) days after said new appointment.
- D. All appointments made related to this section shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies resulting from an employee's appointment pursuant to this section shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period. The employer shall notify all employees of this provisional appointment trial period.

Section 6.

At the time of appointment to a higher grade, an employee will receive an increment consistent with the Employee Compensation Article of this Agreement.

Section 7.

A bargaining unit vacancy may not be filled with a CC/03 employee unless it is to meet one of the following conditions:

- a) Temporarily replace a bargaining unit member who is on approved leave of absence.
- b) To fill a position which is known to be of limited duration or a duration of less than twelve (12) months.
- c) To deal with an emergency situation.

Section 8.

- A. The University may advertise and fill new bargaining unit positions as temporary appointments. A temporary appointment shall not exceed two (2) years but may be extended one (1) year upon written notice to the Association. When the University seeks to fill a temporary position it shall identify the position as temporary on the Yellow Sheet.
- B. A temporary employee who has completed their term of appointment before three (3) years have elapsed may be separated from the University without recourse to Articles 22, except as provided herein, and Article 26. Laid off temporary employees shall be considered "off campus" applicants when they apply for a position they held as a temporary appointment that becomes permanent. For all other positions they shall be considered "on campus" applicants for two (2) years from their date of layoff.

ARTICLE 17A

SENIORITY - PROBATIONARY EMPLOYEES

Section 1.

New employees hired in this unit shall be considered as probationary employees for the first six (6) months of their continuous employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the six (6) months prior to the date he/she completed the probationary period. There shall be no seniority among probationary employees.

Section 2.

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

Section 3.

During the probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedure provided herein, except discipline or discharge for lawful and protected Association activity or as indicated pursuant to Article 29.

ARTICLE 17B
PERMANENT, INVOLUNTARY TRANSFERS

- A. No employee who is employed on the central campus of the University of Massachusetts at Amherst shall be involuntarily transferred, on a permanent basis, to a work site that is more than fifteen (15) miles from Amherst.
- B. No employee who is employed at a work site away from the central campus of the University of Massachusetts at Amherst shall be involuntarily transferred, on a permanent basis, to a work site that is more than fifteen (15) miles from his/her current work site, unless the employee's entire office is relocated.
- C. When a permanent, involuntary transfer results in changing an employee's permanent work site, the employee shall be given ten (10) working days advance, written notice of such transfer. If the transfer is made because of a change in work load, assignments shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority . Such transfers shall not be made in an arbitrary or capricious manner.

ARTICLE 17C **TEMPORARY TRANSFERS**

Consistent with the needs of the appointing authority, voluntary, temporary transfers shall be offered on a seniority basis and rotated among employees within the department whenever practicable. Assigned transfers will be allocated by inverse seniority, consistent with the requirements of the appointing authority, and rotated among employees of the department whenever practicable. Such transfers shall not be made in an arbitrary or capricious manner.

ARTICLE 17D **ANNOUNCING VACANCIES**

The appointing authority agrees that each department head shall promptly be sent a copy of the "Yellow Sheet", and be encouraged to post it conspicuously. Also, twenty-five (25) copies will be sent to the Association. The "Yellow Sheet" shall be posted and remain on notice boards for six (6) days before the application closing date. All vacancies shown on the "Yellow Sheet" must show the vacancy number, classification, department, pay grade, shift, application closing date, earliest date of appointment, source or funding and, for temporary appointments, the ending date. All vacancies filled shall receive identical listing on the "Yellow Sheet" giving date of appointment and must indicate whether the person selected to fill the position is a University employee or otherwise. Positions filled as a result of reallocation appeals shall not be advertised on the "Yellow Sheet". The name and new title of persons receiving such reallocations shall be listed on the back of the "Yellow Sheet" and identified by a double asterisk.

A special labor-management committee shall be formed to explore the feasibility of advertising, on the "Yellow Sheet," vacancies that occur in Association positions in UMass Extension. The committee shall be comprised of two representatives designated by the Employer and two representatives designated by the Association. Said committee shall meet within thirty (30) days of the signing of the Agreement.

ARTICLE 17E **WORK AREA, SHIFT PREFERENCE**

The appointing authority may change an employee's workweek schedule, shift, and location as deemed necessary by the appointing authority. Unless the need for changing an employee's workweek schedule, shift or location is of an emergency nature, the appointing authority shall give the employee a seven (7) working day written notice of such change. Whenever an employee requests a change of workweek schedule or shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification on a workweek schedule or shift other than that which he/she is then working, provided the employee has sufficient classification seniority and, in the judgment of the appointing authority, is able to adequately perform the duties of the vacancy.

ARTICLE 18 **CONTRACTING OUT**

When the contracting out of work which will result in the layoff of employees, who perform the function that will be contracted out, is contemplated, but prior to its implementation, a Special Labor Management Committee will be established to advise the CEO on the contracting out of personnel services. The Committee shall consist of four persons, two designated by the Association and two designated by the Director of Human Resources. Said Committee shall examine cost effectiveness, quality of work, impact on career development, availability of positions within the University for which any laid-off employee may be qualified and the availability of applicable training programs and make appropriate recommendations to the CEO.

When the decision to implement the contracting out is finalized, the appointing authority will notify the Association and discuss the decision and the availability of positions within the University for which the laid-off employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available, comparable positions.

ARTICLE 19 OUT OF TITLE WORK

Section 1. Work in a Lower Classification

- A. When an employee is assigned by the appointing authority or designee 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 regular rate of pay as if performing his/her regular duties.
- B. An employee who is assigned by the appointing authority or designee to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

Section 2. Work in a Higher Classification

- A. Any employee who, with the full knowledge and concurrence of the appointing authority or designee and due to a position being vacant, performs the duties of a position classified in a higher grade or of a position of higher rank for a period of one day or more up to fifteen consecutive work days shall receive, in addition to his or her regular salary, six dollars (\$6.00) per day. If after fifteen consecutive work days the employee continues to perform the duties of a position classified in a higher grade or of a position of higher rank said employee shall receive appropriate compensation, in accordance with Article 14, from the sixteenth day forward while in the higher grade. However, if it is known from the first day that said assignment is to be for more than fifteen (15) consecutive work days said employee shall receive appropriate compensation, in accordance with Article 14, from the first day such duties are performed. This section only applies to the reassignment of duties necessitated by an unfilled higher position or by the absence of the incumbent of a higher position due to sick leave or leave without pay. This section does not apply to the assignment of an employee to perform the duties of a higher position when the incumbent of the higher position is on any paid leave other than sick leave, however, if there is a change in the paid leave status of the incumbent during the duration of his or her sick leave, the employee shall continue to receive the additional compensation in accordance with the provisions of this section.

Whenever any employee is performing the duties of a higher position in accordance with the conditions stated above, he/she shall no sooner than the fifth consecutive working day of their performance and no later than the tenth consecutive working day, complete and transmit to his/her supervisor the form attached (Appendix B). The supervisor shall thereupon complete the applicable portion of the form and forward it to the department head, or designee, who shall sign the form and transmit the same to the Personnel Administrator or designee, who shall thereupon determine whether the work is or is not out of title work. This determination as well as the appropriate position classification to be assigned to an employee under the provisions of this section shall be determined by a job audit to be performed by the Personnel Administrator or designee and shall be final and binding on all parties.

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 20 **CLASSIFICATION AND RECLASSIFICATION**

Section 1. Class Specifications

- A. The appointing authority shall provide the Association with a copy of the class 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 appointing authority to have access to examine his or her class specification.

Section 2. Individual Appeal of Classification

The parties agree that any appeal pertaining to reclassification or reallocation shall continue to be governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein. An employee in a "trust funded" position who seeks a reclassification of that position may request an audit of the position on the form attached hereto (Appendix C). The employee shall file said form with the Personnel Administrator/Associate Director of Human Resources and shall forward a copy of same to the Association. The Personnel Administrator/Associate Director of Human Resources or designee shall conduct a job audit within 90 calendar days of receipt of the request. Within ten working days of completion of the job audit, the Personnel Administrator/Associate Director of Human Resources or designee shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Association may participate in the hearing if the employee so requests. The Personnel Administrator/Associate Director of Human Resources shall make a final determination within 30 calendar days of the hearing. The decision of the Personnel Administrator/Associate Director of Human Resources may be appealed within 10 calendar days to the Director of Human Resources or designee who shall issue a decision within 30 calendar days of receipt of the appeal. When such reclassification request is granted, the moneys necessary to fund such reclassification shall be budgeted for the following fiscal year and, if funds are available, such reclassification shall be effective at the beginning of the payroll week next following the date of the appeal to the Personnel Administrator/Associate Director of Human Resources. The parties agree that the procedure herein provided shall be the sole procedure for reclassification of "trust funded" positions and the grievance and arbitration procedures of Article 27 shall not apply.

ARTICLE 21 **CLASS REALLOCATIONS**

Section 1.

Class reallocations may be requested by the Association 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 appointing authority agrees that such an inequity exists, the appointing authority and the Association agree to jointly petition the General Court for such class reallocation. If all incumbents of a position covered by this Agreement, for which such reallocation is sought, are paid from other than State-appropriated monies, the appointing authority agrees that money to fund the reallocation shall be budgeted for the following fiscal year by the University. If, however, the parties are unable to reach agreement, the matter shall not be subject to the grievance procedure.

Section 2.

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

ARTICLE 22 **LAYOFF AND RECALL**

Section 1. Definition of Layoff

A. Layoff shall be defined as the reduction of the work force due to lack of work, lack of funds, or curtailment of programs and shall not mean a termination. The appointing authority agrees that no unit employee will be laid off in an arbitrary or capricious manner. Employees hired with a minimum commitment of thirty-five (35) weeks per year shall be laid off in accordance with their employment agreement. The terms of this Article shall not apply to employees paid from grant, contract or institute funds. Such employees, however, shall receive a thirty day notice of impending layoff unless a predetermined date for the end of employment has been established and shall be placed in the on campus call back pool for two years pursuant to section G. The terms of this Article shall not apply to probationary employees.

B. The appointing authority agrees that it will hold a layoff meeting with the Association to discuss the impact of pending layoffs and to explore alternatives for laid off employees. Upon notification, the Association shall make itself promptly available for such meeting.

Layoffs shall be conducted by job classification on the basis of the employee's campus seniority provided the employee retained has the ability to perform the job. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first with regard to their individual periods of employment. Non-probationary employees shall be next to be laid off.

D.

- a) Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off provided the employee recalled has the ability to perform the job.
- b) Employees who would have been laid off except that they exercised their options under Sections F and G and accepted positions in lower graded classifications from the one they held before the layoffs shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off provided the employees recalled have the ability to perform the job. Said employees shall retain the right to be recalled for one year from the date of their layoff.

E. Layoff in excess of three (3) continuous months shall not be credited or accrued towards seniority for any purpose.

F. In the event a non-probationary employee is scheduled to be laid off, and there exists a position in an equal or lower- graded classification which either the employee has previously held on campus, or where the regular duties of the position are basically similar to the requirements of the employee in his/her present position and which the employee can perform after a standard orientation period, campus seniority shall prevail in permitting such employees to bump one of the three least senior individuals in such a classification covered by this Agreement provided that

that individual's seniority does not exceed that of the employee scheduled to be laid off.

- a) An employee scheduled to be laid off from a clerical unit position shall first seek to bump one of the three least senior individuals in his/her current classification. If there is no position available or if the bump is denied, he/she may next seek to bump one of the three least senior employees in a lower graded position he/she has previously held on campus. If that position is unavailable or the bump is denied, he/she may seek to bump one of the three least senior employees in a position where the regular duties of the position are basically similar to the normal requirements of the employee's present position.
 - b) An employee scheduled to be laid off from a technical or administrative unit position may initially choose to bump one of the three least senior individuals who is either in his/her current classification, in a lower graded position he/she has previously held on campus or who is in a position where the regular duties of the position are basically similar to the normal duties of the employee's present position. If a position in the selected category is not available or the bump is denied, he/she may then choose to bump one of the three least senior employees in his/her choice of the two remaining categories. If that position is unavailable or the bump is denied, he/she may seek to bump the least senior employee from the remaining category.
 - c) For purposes of this Article, the regular duties of a position are those listed on the Form 30 for that position provided the duties described on the Form 30 do not exceed the level, tenor and complexity of the state specification. The University shall provide Form 30's when the Association makes a specific request for good reason.
- G. In the event an employee is scheduled to be laid off, or is on layoff status as set forth in Article 23 (D) and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, campus seniority shall prevail in permitting such an employee to fill such position, provided the employee can perform the work. Any employee in such category shall have their name forwarded for any vacant position prior to Article 17 being applicable.
- H. Employees to be laid off will be notified of such layoff in writing, as soon as practicable, but in no event less than thirty (30) calendar days prior to the layoff. The Association will be sent a list, from the appointing authority, of the employees being laid off at the same time as the written notices are given to the employees. The University will provide, within five (5) calendar days, the Form 30's and other information necessary for an employee scheduled to be laid off to make an informed decision on bumping options.
- I. In the event of layoff, the Division of Human Resources shall make every reasonable effort to obtain preferential treatment during the layoff period for the affected employee(s) in enrolling in training courses offered by the University.

- J. Notwithstanding their position on the seniority list, Association stewards, in the event of a layoff, shall be offered the first open job in the bargaining unit which they can perform in their specific district. Notwithstanding their position on the seniority list, eleven Association officials, including the grievance officer, chief stewards and the most senior stewards shall, in the event of a layoff, continue to be employed at all times, provided they can perform the duties of any available bargaining unit positions.

ARTICLE 23

SENIORITY

Section 1. Definition of Seniority.

Seniority is defined as the length of time an employee in a full time or regular part time position has been continuously employed from the last date of hire by the campus notwithstanding the source of funding.

Section 2. Extension of Seniority.

In the case of institute, grant or contract employees, seniority for the purpose of applying for vacant positions shall be extended two (2) years beyond the actual expiration date of the then current funding source.

Section 3. 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. Exceeding an authorized leave of absence unless excused by the appointing authority.
- C. Failure to return to work within three (3) calendar days after notification of recall from layoff by the appointing authority. Such notice shall be by registered mail to the last address furnished to the Campus by the employee.
- D. If an employee is laid off for a continuous period of two (2) years or his/her length of service, whichever is less.
- E. If an employee gives a false reason for a leave of absence.
- F. Acceptance of a settlement for total and permanent disability.
- G. Absence from work for fourteen (14) work days without valid reasons and proper and timely notification to the appointing authority except when excused by the appointing authority.

ARTICLE 24 **TUITION REMISSION**

- A. In addition to Section B below, the Employer agrees to maintain all other tuition benefits which employees covered by this Agreement enjoyed under policies and agreements with the Employer immediately prior to the effective date of this Agreement; these benefits shall not be limited or precluded by the provisions of this Article.

B. Full-time Employees

I. Eligibility

- a) All full time professional and classified employees of the University who are paid from the AA Subsidiary Account, and who have completed at least six (6) months of service (or in the case of faculty, one academic semester) 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 remission benefits. A "dependent child" shall mean any natural, adopted or stepchild 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; however, that in exceptional circumstances and for good reason the President or Chancellor of the public college or University 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 spouse or child 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 of study or degree program with tuition remission. The term "program" as used in this Section d and the above Section c shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor's degree at a State College or University.
- e) If an eligible employee leaves the employment of the University 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. At the end of the semester his/her eligibility for tuition remission terminates.

II. Applicability.

Tuition remission shall be provided to eligible employees, their spouse and dependent children as follows:

- a) For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University excluding the MD 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 through continuing education, including any community service course or program at any Community College, State College, or University, fifty percent (50%) tuition remission shall apply.
- c) Tuition remission shall apply to non-credit as well as credit-bearing courses.

III. Limitations

- a) Employees (or their spouse 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 spouse or dependent children) must apply for admission and meet all admissions standards for the desired course/program.
- c) Admission to all course/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 number of full tuition paying students, as determined by the administration, has not enrolled.
- d) Tuition remission benefits are non-transferable.

IV. 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" (Available in Human Resource and USA/MTA Offices) and have it signed by his/her department head or Supervisor and by the Personnel Administrator of the University. If the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of this 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/her 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.

V. Interpretation of this Policy.

The Chancellor of Higher Education or his designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor of Higher Education may amend or modify this policy from time to time as he deems appropriate and necessary. No dispute or claim of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.

C. Part-time Employees

I. Eligibility

- a) All part-time employees who are members of the collective bargaining unit, who are paid from the AA Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system wide tuition remission benefits. All regular part-time employee who are not members of a collective bargaining unit, who work at least one-half of the hours of a full-time position, who are paid from the AA Subsidiary Account and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall also be eligible for system wide tuition remission benefits.
- 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 limitation and IRS dependency standards set forth in the System wide Tuition Remission Policy shall apply to children of eligible part-time employees.

II. Applicability.

Tuition remission shall be provided to eligible part-time employees, their spouse and dependent children as follows:

- a) For enrollment in any state-supported course or program at the undergraduate or graduate level at any Community College, State College, or University, excluding the MD Program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.
- b) For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program, at any Community 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 System wide Tuition Remission Policy shall be of application to eligible part-time employees.

ARTICLE 24A **TRAINING AND CAREER LADDERS**

Section 1.

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

Section 2.

Toward these ends the University and the Association agree to establish a Training and Career Ladders Committee consisting of four (4) persons appointed by the Association and four (4) persons appointed by the University. Such committee shall function continuously throughout the life of this Agreement.

Section 3. Career Ladder Training Fund

The Employer agrees to contribute thirty-five dollars (\$35.00) per fiscal year for each full-time equivalent employee to establish a Career Ladder Training Fund to be available for all members of the unit. The parties recognize the need to provide members of the bargaining unit with opportunities to advance to more responsible positions within the bargaining unit. As such, such funds may be utilized for unit members to pay for individual educational and training programs, in order to improve working skills and knowledge beyond the normal requirements for the position presently held by such employee. A program must be given advance approval and certified by the Career Ladder Training Committee. Such committee will develop guidelines to review proposed programs and internal committee procedures during the initial year of this Agreement.

These funds may not be used to enhance salary rates or as a salary bonus. In addition to the programs above, a bargaining unit member may request reimbursement from or expenditure of such funds for any educational or training purpose, including, but not limited to supplies and equipment. The University will hold title to any materials and equipment purchased in whole or in part with such funds. All requests must indicate the specific purpose for the expenditure and no payment shall be made without all documentation required by University policies and procedures.

Any funds not expended prior to January 1, 2004 shall be placed into a Career Ladder Training account to be expended on programs, training seminars, and other such services as agreed upon by the labor-management committee for bargaining unit members.

ARTICLE 25 **HEALTH AND SAFETY PROCEDURES**

Section 1.

The appointing authority shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the place of work of its employees. The appointing authority may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

Section 2.

The appointing authority agrees to provide a safe, clean, wholesome surrounding in all places of employment. In order to promote such an environment, the appointing authority agrees that no person shall smoke in any university building except as permitted by the University Smoke Free Campus Policy.

Section 3.

In locations where valves or other control devices may be located, the person in charge shall ascertain that no obnoxious or poisonous gases are present therein before permitting any employee to enter. When such gases are present, no employee shall be permitted to enter the area until the situation is corrected. Protective devices must be used where any danger is present. Department heads shall make reasonable effort to avoid making work assignments which expose inadequately equipped employees to the harmful effects of hazardous substances (e.g. asbestos, pcb's, arsenic, etc.).

Section 4.

Eye shields, ear guards or other protective face guards shall be furnished without cost to all employees where required for their work in the units represented by the Association. If an employee loses these eye shields, then the employee shall assume all costs of replacement.

Section 5.

Department heads shall at all times be concerned with the safety and health of employees of their respective departments.

Section 6.

The appointing authority shall issue instructions to all supervisory personnel to carry out the provisions of this Article.

Section 7.

If a tool, machine or piece of equipment is dangerous to operate because of its condition, the supervisor shall not permit its use until authorized by his/her department head or his/her designee.

Section 8.

The appointing authority agrees to furnish uniforms and protective clothing to the employees covered by this Agreement, as provided for in the provisions of Administrative Notice B-24- 2. 6/28/74. The appointing authority agrees to supply employees with lockable facilities as convenient as possible to their area. Said facilities should provide protection to property of the employees concerned. The appointing authority will make every effort to provide staff rooms for the use of employees to partake of meals in a clean and wholesome atmosphere. The appointing authority will encourage the inclusion of such staff rooms in buildings to be constructed or renovated.

Section 9.

An employee should report any condition which he/she believes to be injurious to his/her health to the administrative head of the work location.

Section 10.

A copy of the provisions of this Article shall be conspicuously posted in each work location.

Section 11.

Grievances involving the interpretation or application of the provisions of this Article may be processed through Step three (3) of the Grievance Procedure set forth in Article 27, but may not be subject to arbitration. However any such grievance which remains unresolved following the Step 2 decision may be referred to the Director of the Department of Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to Step 3.

Section 12.

The official University Health and Safety Committee includes representatives of all campus constituencies, including the Association. The appointing authority agrees to continue to be responsive to the recommendations of this Committee.

Section 13.

When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the appointing authority shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

Section 14.

Where toxic or radioactive materials are in use and known to the appointing authority to be injurious to employees, such areas shall be identified and posted.

Section 15.

Areas found to contain friable asbestos-containing materials shall be posted, and all reports of suspected areas of asbestos hazard shall be promptly investigated.

Section 16.

The appointing authority will give the highest priority to employees' health and safety in the purchase, maintenance and use of Video Display Terminals (VDTs). Upon written request of the Association, the appointing authority will make available to the Association the published safety and health specifications which have been provided by the manufacturer or lessor for VDTs purchased or leased subsequent to the execution of this Agreement. The appointing authority will make appropriate corrections for any reported VDT focus and clarity of image problem(s). VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement. Pregnant employees who work on VDT systems may request temporary re-assignment within their job description or a comparable position, and be re-assigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the Appointing Authority or its designee. This request must be in writing to the Appointing Authority with verification from the employee's physician.

Section 17.

Where credible evidence exists (as determined by the appropriate state agency or department) of a communicable disease (e.g., tuberculosis, hepatitis B, etc.), the employer shall forthwith make every reasonable effort to provide all employees coming into contact with the afflicted person(s) and/or environment, with appropriate training and advice. Management will take necessary prevention action in accordance with existing medical practice when a person is suspected to have a communicable transmittable disease.

Section 18.

If an employee believes that he or she is working in an unusually hot or cold location, the employee may request that the supervisor or the department head investigate the matter. If the condition cannot be corrected within a reasonable period, the supervisor/department head shall reassign bargaining unit members to another area until the condition is corrected. If no suitable alternative space is available, and the condition cannot be corrected within a reasonable period of time as determined by the supervisor/department head after consultation with the designee of the Vice Chancellor of Administration and Finance, employees will be released from work without loss of pay or benefits until the condition is corrected or suitable work space is made available.

Section 19.

Within thirty (30) days of the execution of this Agreement, the appointing authority and the Association agree to create a joint Health and Safety Committee consisting of two (2) representatives chosen by the appointing authority and two (2) representatives chosen by the Association. The Committee shall meet at least semi-annually and may recommend safety and training programs to the appointing authority.

ARTICLE 26 **DISCIPLINARY ACTION**

Section 1.

No employee who has been employed in the bargaining unit described in Article 1 of this Agreement for six (6) consecutive months shall be suspended, dismissed, removed, demoted or terminated for disciplinary reasons without just cause. An employee who severs his/her employment with the Employer must serve an additional probationary period upon reemployment, whether in the same or different job title.

Section 2.

In the event that an employee is not given a hearing prior to the imposition of suspension, dismissal, removal, demotion or termination for disciplinary reasons, then a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee within twenty (20) working days of the date such action was taken. The grievance shall be treated as a Step 2 grievance and Article 27 - Grievance and Arbitration Procedure - shall apply.

Section 3.

In the event that an employee is given a hearing prior to the imposition of suspension, dismissal, removal, demotion or termination for disciplinary reasons, a grievance alleging a violation of Section 1 of this Article shall be submitted in writing by the aggrieved employee within twenty (20) working days of the date such action was taken. The grievance shall be treated as a Step 3 grievance and Article 27 - Grievance and Arbitration Procedure - shall apply.

Section 4.

In the event an employee or the Association on his/her behalf seeks redress of any claim which could be brought under the grievance and arbitration provisions of this Agreement in any other forum, the Employer shall be relieved of any obligation to at any time process said claim through the grievance and arbitration procedure set forth in this Agreement.

Section 5.

Should the Association submit a grievance alleging a violation of Section 1 to arbitration pursuant to Article 27, the arbitration shall be conducted on an expedited basis. An employee and/or the Association shall not have the right to grieve pursuant to this Article or Article 27, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, slowdown or withholding of services unless the Association alleges that the employee did not engage in such conduct.

ARTICLE 27 **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Introduction

The parties recognize that G.L. C150E. Section 8 provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or an employee or group of employees and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution of all disputes involving the interpretation or application of this Agreement, unless such matters have been specifically excluded from these procedures. Further, each party hereby waives its right, if any, and the rights if any, of all those whom it represents, to use any other procedure established by law to initiate binding arbitration of grievances. In the event the Association 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 Article 26 herein.

Section 2. Definitions

- A. Grievance - Grievance shall mean an allegation by the grievant(s) or the Association that an express provision of this Agreement has been breached in its application to him/her/them. A grievance shall be in writing on the Official Grievance Form attached hereto as Appendix E. A grievance shall state all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
- B. Grievant - "Grievant" shall mean an employee, a group of employees, or the Association on behalf of the employee(s), 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 working day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in Article 12 of this Agreement or duly authorized skeleton days.
- D. Immediate Supervisor - the term "Immediate Supervisor" for the purpose of this Article shall mean the first line work supervisor designated by the CEO.
- E. Intermediate Supervisor - The term "Intermediate Supervisor" for the purpose of this Article shall mean the intermediate work supervisor designated by the CEO.

Section 3. Procedures for Filing a Grievance

A grievance may be filed at the level at which the action or inaction being grieved occurred. If the hearing officer at the level at which the grievance is filed finds that the grievance has been filed at the wrong level, it will be returned to the grievant(s) without prejudice for filing at an appropriate level. A grievant shall institute the grievance procedure

of this Article by filing at the appropriate level a written notice that a grievance exists. No such notice may be filed more than twenty (20) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based.

- A. Step 1: Immediate Supervisor - A grievant may institute the grievance procedure of this Article by filing with his/her Immediate Supervisor a written notice that a grievance exists. The Immediate Supervisor shall within five (5) days from receipt of the grievance arrange to meet with the grievant and attempt to resolve the grievance and respond in writing within ten (10) days of the date of the meeting.
- B. Step 2: Intermediate Supervisor. If the grievant elects to proceed to this Step, then within ten (10) days after the receipt of the Step 1 decision, he/she shall file a Grievance with the Intermediate Supervisor, and a copy of the grievance with the Immediate Supervisor, who, upon receipt of such notice, shall forward the grievance record to the Intermediate Supervisor. The Intermediate Supervisor shall within five (5) days of receipt of the grievance arrange to meet with the grievant to resolve the dispute and shall respond in writing within ten (10) working days from the date of the meeting.
- C. Step 3: Chief Executive Officer of the Campus or designee (hereinafter in this Article "CEO"). If the grievant elects to proceed to this Step, then within ten(10) days of receipt of the Step 2 decision, he/she shall send a notice of this intent to the CEO and a copy of the notice to the Intermediate Supervisor, who, upon receipt of said notice shall forward the grievance record to the CEO. The CEO shall within five (5) days of receipt of the grievance arrange to meet with the grievant for a review of the grievance and shall respond in writing within ten (10) days of the date of the meeting.
- D. Step 4: The President of the University of Massachusetts or designee. (Hereinafter in this Article, the President). If the grievant elects to proceed to this Step, then within ten (10) days of receipt of the Step 3 decision, he/she shall file a notice of this intent with the President and a copy of such notice with the CEO. The CEO shall forward, forthwith, a complete copy of the grievance record to the President. Within thirty (30) days of receipt of the notice required to initiate this Step or of a brief if the Association elects to so submit, the President shall review said grievance and issue a written decision. A brief must be submitted within ten (10) working days of the notice of appeal.

Mediation. The parties may agree as an alternate to Step 4 to refer the matter to Grievance Mediation. A grievance mediator may be requested from the Massachusetts Board of Conciliation and Arbitration or the parties may agree on the choice of a neutral mediator. If after sixty (60) days the grievance is not settled, the Association 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

1. Initiation of Arbitration: Within fifteen (15) working days of receipt of the Step 4 decision, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

- a) The Association shall have the exclusive right to initiate arbitration of a grievance.

Whenever the Association shall initiate arbitration of a grievance, the resolution of which has been previously sought by a member or members of the Association then such member or members shall join in or shall be deemed to have joined in, as a party to said proceeding and shall be bound in all respects by the decision of the arbitrator to the same extent as the Employer and the Association.

- b) The Association may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable prior Steps of the grievance procedure, except as is otherwise provided in Article 26 hereof;
 - c) The Association shall initiate arbitration by giving written notice to the President and the CEO within the said fifteen (15) days that it intends to submit a grievance to arbitration.
 - d) The Association and the Employer and/or the appointing authority shall select an arbitrator from the following panel of arbitrators: Gary Altman, Timothy Buckalew, Richard Boulanger, Nancy Peace, Joan Dolan. The arbitrators shall be used alternately. If the next in line cannot be available in a reasonable period of time, the next shall be selected.
 - e) The arbitrator shall convene a hearing on the issue presented by the Association giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties of the scheduled hearing date.
 - f) The parties shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the grievance and his/her authority to render an award, shall be governed solely by the provisions of this Article.

2. Decision of the Arbitrator: Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:

- a) Whether the Association and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, has

complied with the procedures for initiating and pursuing a grievance as set forth in this Article;

- b) Whether the complaint alleges an express breach of the contract;
- c) Whether the arbitrator has jurisdiction to arbitrate;
- d) Whether an express provision of this Agreement has been violated in its application to the grievant.

The arbitrator shall render a decision in writing, shall state the reasons therefor, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.

Anything herein contained to the contrary notwithstanding, in making a decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding and shall be enforceable in any court of competent jurisdiction.

Costs of Arbitration: In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty per cent (50%) by the Association and fifty per cent (50%) by the University. In all other respects the parties shall bear their own costs of arbitration.

Section 4. Association Representation

Any member of the Unit may initiate and pursue a grievance through the first four (4) Steps of the grievance procedure without intervention by any agent of the exclusive representative, provided that the exclusive representative shall be afforded the opportunity to be present at any conference held and that any adjustment made shall not be inconsistent with the terms of this Agreement. Any employee may request that the Association represent him/her at any Step of the grievance procedure. No other representation shall be permitted. The Association shall notify the Immediate Supervisor, the department head, the CEO and the Chancellor, as the case may require, of the name and address of such Association representative at the time he/she is so authorized to represent the grievant.

Section 5. Waiver, Admission and Termination

- A. **Waiver** - Failure of a 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 grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. Failure

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

- B. Admission - The resolution of a grievance by the Immediate Supervisor, the department head, the CEO, the Chancellor, or any of their designees, as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justiciable according to any applicable provisions of the laws of the Commonwealth.
- C. Termination - If any party to this Agreement or any employee shall initiate any proceeding relating to a grievance in any administrative or judicial forum, or pursuant to any administrative procedure adopted from time to time by the Board of Trustees , while a proceeding relating to such grievance is pending under any provision of Section 3 of this Article, such Section 3 proceeding shall terminate as of the date of the initiation of such other proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.
- D. Grounds of Appeal - The Employer and the Association shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, s8, and Chapter 150C, s10, 11 and 12 of the General Laws.

Section 6. 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.

Section 7. Application

The parties hereby agree that the provisions of Section 53 of Chapter 30 of the General Laws are, in their entirety, hereby rendered of no force and effect in their application to members of the bargaining unit.

ARTICLE 28 **PERSONNEL RECORDS**

Each employee shall have the right, upon request, to examine and copy all material except that covered by waivers, including any and all evaluations, contained in the official personnel records maintained by the Division of Human Resources concerning such employee. The Association shall have access to an employee's records upon written authorization by the employee involved. Whenever any evaluative material is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material. The Association or any employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file. An employee may file a grievance based on a personnel evaluation which results in a negative action. Upon determination at any Step of the grievance procedure that such material is improperly placed in such employee's personnel records such material shall be removed.

An employee who wishes to have adverse material removed from their University Personnel File may make a written request for such removal to the Labor Relations Administrator. In making a decision as to whether material will be removed, the Administrator shall consider the time which has elapsed since the material was placed in the employee's file, the employment record of that employee prior to and after the material was placed in the file, and the importance of the material to maintaining necessary information about an employee's University service. In the case of material that is more than three (3) years old, the decision of the Administrator shall be subject to review through the grievance arbitration procedure as to whether the decision to not remove material was arbitrary and capricious.

A copy of any evaluative or disciplinary material that comes into the campus Human Resources Office for an individual's personnel file and which does not indicate that a copy was provided to the bargaining unit member or contained the bargaining unit member's signature, will be sent to the bargaining unit member.

ARTICLE 29 **EMPLOYEE EVALUATION**

Section 1.

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

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
- B. Serve as an important motivational tool and improve the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communication;
- D. Base personnel actions on objective, accurate and fair performance appraisals;
- E. Monitor the performance of probationary employees on a timely basis.
Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and 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 weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Section 2.

A Performance evaluation of an employee shall be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to the employee's present position with the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. For any bargaining unit position in which an employee's immediate supervisor is not a University employee, the employee's evaluation shall be independently reviewed by the employee's University-employed intermediate supervisor. Such evaluation will be recorded in writing on the form attached hereto, as Appendix A and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;
- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others).

Failure to conduct an evaluation in a timely fashion shall be deemed to mean "Meets Expectations."

Section 3.

- A. To the extent possible, an employee who may be nearing a "Fails to Meet Expectations" rating shall be counseled by his/her supervisor at least three months in advance of the final stage of the evaluation as to the specific areas that must be improved and what he/she must do to attain a "Meets Expectations" rating.
- B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

Upon receipt of a "Fails to Meet Expectations" evaluation the employee shall receive a remedial plan on how to reach a "Meets Expectations" rating. The re-evaluation period shall be up to 180 days in length. An employee may request to have his/her re-evaluation done at any time during the re-evaluation period with thirty (30) days notice to the supervisor to determine if a "Meets Expectations" rating has been achieved. If an employee receives a "Meets Expectations" evaluation during the re-evaluation period, he/she shall be eligible for the denied Step and/or denied salary increase effective the first full payroll week after the date of receiving the "Meets Expectations" review.

- E. An employee's rating during the re-evaluation process shall not retard his/her anniversary date for Step purposes.

Section 4.

The Personnel Administrator shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and any evidence or materials submitted

in support of such evaluation, in the respective personnel file of each employee. Upon receipt of an employee's evaluation, the Personnel Administrator or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations" or "Fails to Meet Expectations" shall apply.

Section 5.

The Personnel Administrator shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and any evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee. Upon receipt of an employee's evaluation, the Personnel Administrator and/or designee shall determine whether a rating of "Exceeds Expectations," "Meets Expectations" or "Fails to Meet Expectations" shall apply. The point average of an employee, who is eligible to receive a salary rate increase pursuant to Article 14, Section 1, B and C, or a step increase pursuant to Article 14, Section 3, shall be compiled as follows:

- For a rating of Superior, four (4) points should be granted;
- For a rating of Above Standard, three (3) points shall be granted;
- For a rating of Good, two (2) points shall be granted;
- For a rating of Fair, one (1) point shall be granted;
- For a rating of Unsatisfactory, zero (0) points shall be granted.

The total number of points shall then be divided by the number of categories rated (exclude not applicable). The result shall be the employee's point average for salary purposes. A point average of 2.0 or higher shall indicate the employee "Meets Expectations."

Section 6.

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

Section 7.

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action. A negative action shall include denial of a pay raise or a step increase. Thirty days after the execution of this Agreement, the Labor/Management Committee will meet to discuss alternative ways to appeal a negative evaluation.

Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step four (4) of the grievance procedure.

ARTICLE 30 **LABOR/MANAGEMENT COMMITTEE**

There shall be established a Committee at the University to be known as the Labor/Management Committee. Such Committee shall be comprised of six (6) members: three (3) representing the campus administration and three (3) representing the Association. Such representatives shall respectively be appointed by the Chief Executive Officer of the campus and the Association. In addition, the Chief Executive Officer of the campus shall designate the chairperson for the local campus administration and the Association shall designate the chairperson for the Association. The purpose of said Committee shall be to discuss matters of mutual concern to the campus and the Association and discussions shall include professional training and career ladders and the impact on employees of technological changes in the workplace. The Labor- Management Committee shall meet within sixty (60) days of the execution of this Agreement and shall meet every other month, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the Association. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

ARTICLE 31
NO STRIKES/NO LOCKOUT

Section 1.

Neither the Association 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 Association shall exert its best effort to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best effort to terminate it.

Section 3.

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

ARTICLE 32
PARKING AND TRANSPORTATION

Section 1.

Proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity of their regular work location in accordance with the provisions of the University Transportation and Parking Program. The appointing authority shall endeavor to maintain adequate lighting in all parking areas and shall endeavor to maintain adequate security to insure the safety of all employees using campus parking facilities. The appointing authority agrees to discuss with the Association any proposed changes in the Parking and Transportation program and will inform the Association and all employees prior to implementing any such change.

ARTICLE 33 **SAVINGS CLAUSE**

If any of the provisions of this Agreement shall in any manner conflict with, or contravene any federal or state law, or the rules and regulations promulgated thereunder, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and the Employer agrees to reopen negotiations on said issue(s). The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 34.

ARTICLE 34

DURATION

This Agreement shall be for the three (3) year period from July 1, 2001 through June 30, 2004 and terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2004.

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.

Signed this _____ day of _____, 2001

For the University Staff Association:

For the Board of Trustees

University of Massachusetts:

APPENDIX B
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 day of your performance of the higher rated position's duties.

Name of Employee

Employee Number

Title of Present Position

Title and Grade of Higher Rated Position

Previous Incumbent of Position

Effective Date of Assignment

Estimated Duration of Assignment

Reasons for Assignment

Signature of Employee

Date of Signature

Name and Signature of Immediate Supervisor

Date of Signature

IMMEDIATE SUPERVISOR MUST FORWARD ORIGINAL TEMPORARY WORK
ASSIGNMENT FORM TO THE PERSONNEL ADMINISTRATOR ALONG WITH A
COMPLETED PERSONNEL ACTION FORM.

Approval _____ Disapproval (Reasons) _____

Name and Signature of Personnel Administrator

cc. Employee

Immediate Supervisor

APPENDIX C
REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUNDED POSITION

Personnel Administrator
Division of Human Resources
Whitmore Administration
University of Massachusetts

Dear Personnel Administrator:

I hereby appeal the classification of my trust-funded position and request a classification audit and evaluation in order to determine whether it is appropriately classified in the University of Massachusetts classification plan.

I am requesting that my position be changed from:

Title: _____ to Title: _____

Enclosed is a fact sheet listing my current duties and other pertinent information.

Sincerely yours,

Name

Department

Home Address

**REQUEST TO APPEAL CLASSIFICATION
OF TRUST-FUNDED POSITION**

(PLEASE PRINT OR TYPE)

NAME _____

PRESENT TITLE: _____ GRADE _____

REQUESTED TITLE: _____ GRADE _____

DEPARTMENT: _____ UNIT _____

DATE OF HIRE IN CURRENT POSITION: _____

IMMEDIATE SUPERVISOR'S

NAME: _____

IMMEDIATE SUPERVISOR'S

TITLE: _____

NAME AND TITLE OF PERSONS YOU SUPERVISE (IF ANY):

CHANGES IN DUTIES AND RESPONSIBILITIES SINCE ASSUMING CURRENT POSITION:

LIST DUTIES PERFORMED (use additional paper if necessary) Approximate % of Time Spent on Each Duty:

APPENDIX D
MTA/USA Bargaining Unit Titles

<u>Title</u>	08
<u>Grade</u>	
Accommodations Clerk I, U of M	08
Accommodations Clerk II, U of M	10
Accommodations Services Night Manager, U of M	12
Accountant I	15
Accountant II	16
Accountant III	18
Administrative Assistant I	15/16*
Audio-visual Equipment Technician I	14
Audio-visual Equipment Technician II	16
Bacteriologist I	17
Bookkeeper I	09
Bookkeeper II	12
Bowling Alley Supervisor, U of M	11
Chemist I	18
Chemist II	20
Clerk I	06
Clerk II	08
Clerk III	11
Clerk IV	13
Clerk V	15
Dental Assistant, U of M	10
Design Illustrator	16
EDP Control Clerk II	11
EDP Entry Operator I	07
EDP Entry Operator II	10
EDP Entry Operator III	12
EDP Entry Operator IV	14
EDP Programmer I	14
EDP Programmer II	16/17*
EDP Programmer III	18/19*

EDP Systems Analyst III	22
Electronic Computer Operator I	14
Electronic Computer Operator II	17
Electronics Technician I	14
Extension Technician, U of M	Varies
Farm Superintendent, U of M	16
Forester	17
Games Manager, U of M	11
Graphic Arts Technician I	14
Hospital Aide, U of M	06
Hospital Orderly, U of M	07
Housing Operations Assistant	13
Information Officer I	14
Laboratory Assistant	07
Laboratory Technician I	14
Librarian I	16
Library Assistant I	10
Library Assistant II	12
Library Assistant III	14
Mail Clerk II	11
Medical Assistant, U of M	10
Medical Records Clerk, U of M	06
Medical Secretary, U of M	09
Nursing Assistant I	09
Nursing Assistant II	11
Nutrition Aide	06
Offset Duplicating Machine Operator I	11
Offset Duplicating Machine Operator II	13
Pharmacist I	19
Photo Technician I	11
Physical Therapist Assistant	11
Receiving Teller I	13
Receiving Teller II	14
Reproduction Services Supervisor	17

Research Assistant, U of M	Varies
Research Associate, U of M	Varies
Sales Clerk I, U of M	06
Sales Clerk II, U of M	08
Sales Clerk III	10
Statistical Clerk I	10
Statistical Machine Operator I	10
Stenographer I	07
Stenographer II	10
Student Housing Officer	12
Supervising Nutrition Aide	08
Supervisor of Accommodation Services, U of M	12
Technical Assistant I	11
Technical Assistant II	13
Technical Specialist I	14
Technical Specialist II	16
Telephone Operator I	07
Telephone Operator II	10
Typist I	07
Typist II	09
X-Ray Technician I	13

* Incumbent as of 9/27/86 only

APPENDIX E
UNIVERSITY OF MASSACHUSETTS-UNIVERSITY STAFF ASSOCIATION/MTA/NEA
GRIEVANCE STEP ONE
IMMEDIATE SUPERVISOR

Docket No._____

Year_____

District No._____

Date Filed_____

(Must be filed within 20 days of occurrence of alleged contractual violation)

Immediate Supervisor: _____

Address: _____

UNIT EMPLOYEE: _____

Last Name

First Name

M.I.

Title

LOCATION/WORK AREA: _____

DATE OF ALLEGED CONTRACT VIOLATION: _____

Statement of Grievance: Set forth a concise factual statement on how the alleged violation arose. Be sure to submit all evidence in your possession on which you rely as supporting your claim. If additional space is needed, please attach additional pages, properly referenced, as part of your claim.

Specific

Contract Provisions Alleged to be Violated: _____

Remedy Requested: _____

Memorandum of Agreement
July 1, 1995-June 30, 1998

The parties agree that unit members who work for Campus Services (Copy and Label Center, Duplicating Services, Distribution Services, Mail Services, Office and Classroom Supplies, Parking Services and Transit Services) shall be required to wear identification badges during working hours.

Badges need not be worn during meal or rest breaks or while at attendance at campus-wide meetings. Such badges shall have a picture of the employee with his/her first name and department name on the front. The address of the department shall be on the back.

Unit members, in other departments, who currently are required to wear identification badges shall continue to wear such badges in their current format during working hours.

Unit members shall not be required to wear identification badges unless all members of the department requiring badges are required to wear badges.

Discipline of unit members who do not comply with department identification badge procedures shall follow the contractual requirement for "just cause" and shall be grievable.

If the Employer wishes to expand the identification badge requirements, said changes shall be mutually agreed to by the parties.

For the University:

For the Association:

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

The University of Massachusetts and the University Staff Association/Massachusetts Teachers Association are parties to a Collective Bargaining Agreement which provides for employees covered by the terms and conditions of the Agreement to have their salaries directly transferred electronically. Whereas the Association has expressed concern that not all members would be able to avail themselves of the electronic transfer because of severe hardship, the parties agree as follows:

- 1) The University and the Association agree that all employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee.
- 2) In the extraordinary event that the Association alleges that an employee cannot comply with the agreement relative to transfer 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 employees' work site or home, the Association shall petition the University Human Resource Division for a Direct Deposit Special Exemption.
- 3) The University Human Resource Division shall review the request for Direct Deposit Special Exemption and will notify the Association of its finding.
- 4) The parties agree that no other appeal may be commenced by the employee or the Association relative to the Direct Deposit Special Exemption and, further, that the terms of this Memorandum are not grievable and are not arbitrable.

For the University:

For the Association:

Date _____

Date _____

SIDE LETTER 1

The University acknowledges receiving the Association's demand to reopen the prior collective bargaining agreement due to raises given other Unions. The University agrees with the Association to continue to discuss this re-opener during the life of this Agreement. The University agrees to discuss the issue of vacation payment upon death or termination with the Association during the life of this Agreement. If it is determined the limitation on such payment is violative of law the University will amend the contract in accord with such determination.

SIDE LETTER 2
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 accept the University's implementation and 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. The parties will reopen negotiations subject prior to implementing any change which has the effect of reducing a unit member's pay in any fiscal year.

SIDE LETTER 3
PARKING

The University agrees to enter into multi-union negotiations, after the execution of this Agreement, on Amherst campus parking rates. If, in these negotiations, no agreement is reached by May 1, 1999, the University can implement its last best offer without the Union filing a grievance or other action before an administrative agency. If the multi-union negotiations do not take place, the parties to this Agreement agree to resume negotiations on this issue.