

AFT Massachusetts

Maintainers AFL-CIO

University of Massachusetts Dartmouth

Local 6350

UNION CONTRACT

7/1/20– 6/30/23

**AFT Massachusetts, Maintainers AFL- CIO, Local 6350**  
 July 1, 2020 to June 30, 2023

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## **PREAMBLE**

This Agreement entered into by the University of Massachusetts hereinafter referred to as the (Employer), and the AFTMA Massachusetts, Maintainers AFL-CIO, Local 6350, herein after referred to as the (Union), will set forth procedures for equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and has as its purpose the promotion of harmonious relations between the Employer and the Union. To that end, the parties recognize the importance of dealing with one another with mutual respect and dignity.

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

## ARTICLE 1 RECOGNITION

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

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

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

THE FOLLOWING REPRESENTS THE TITLES IN THE BARGAINING UNIT AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

BUILDING MAINT SUPERVISOR II	19	SKILLED LABORER	11
CARPENTER I	13	SUPERVISOR OF JANITORS	14
CARPENTER II	15	STEAM FIREMAN	13
ELECTRICIAN I	14	3 <sup>RD</sup> CLASS P.P. ENGINEER	19
ELECTRICIAN II	16	2 <sup>ND</sup> CLASS P.P. ENGINEER	21
FACIL SER WORKER I	5	1 <sup>ST</sup> CLASS P.P. ENGINEER	23
FACIL SER WORKER II	6	STOREKEEPER I	9
HEAD OF BUILDING MAINT	16	STOREKEEPER II	11
HEAD OF CUSTODIAL SECTION	16	STOREKEEPER III	13
HEAD OF GROUNDS SERVICE SEC	16	STOREKEEPER IV	15
HVAC & REFRIG MECH I	13	TECHNICAL ASSISTANT II	13
HVAC & REFRIG MECH II	16	TECHNICAL SPECIALIST I	14
INSTITUTIONAL MAINT. FOREMAN	17	TECHNICAL SPECIALIST II	16
INST SECUR OFFICER I	8	TRADESWORKER (CONSTR)	10
INST SECUR OFFICER II	9	TRADESWORKER (MECHA)	10
LOCKSMITH I	13		
MAINTAINER I	10		
MAINTAINER II	11		
MAINTAINER III	13		
MAINTENANCE EQUIP OPERATOR I	13		
MAINTENANCE EQUIP OPERATOR II	14		
MAINTENANCE SPECIALIST I	14		
MAINTENANCE WORKING FOREMAN	14		
MASON	13		
MOTOR EQUIP MECH I	13		
MOTOR EQUIP MECH II	14		
MOTOR EQUIP MECH III	15		
MOTOR TRUCK OPERATOR	10		
PAINTER I	13		
PAINTER II	15		
PLUMBER & STEAMFITTER I	14		
PLUMBER & STEAMFITTER (FORE)	16		
RECREATION FACILITIES SUPERVISOR I	12		
RECREATION FACILITIES SUPERVISOR III	16		

## **ARTICLE 2 RULES AND REGULATIONS**

The parties agree that this Agreement in all respects, supplants, and replaces all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder namely: The Second paragraph of Section 28 of Ch. 7 (Red Book); Section 24 A; Paragraphs (4) and (5) (Gray Book), formerly paragraphs 5 and 6 of Section 45; paragraphs (1), (4), and (10) of Section 46, and Section 53 of Ch. 30; Sections 30-42, inclusive, of Ch. 149.

## **ARTICLE 3 UNION SECURITY**

### **Section 1.**

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

### **Section 2.**

An employee may consent in writing to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient shall bear the signature of the employee. An employee may withdraw his/her Union dues Check off authorization by giving at least (60) days' notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

### **Section 3.**

An employee may consent in writing to the authorization of an agency service fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the University/Administration, and shall bear, the signature of the employee. An employee may withdraw his/her agency service fee authorization by giving at least (60) day's notice in writing to the Personnel Office and the Secretary/Treasurer of the Union.

### **Section 4.**

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



## **ARTICLE 4 AGENCY SERVICE FEE**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

The Union shall reimburse the University/Administration for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency service fee.

The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the University/Administration 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 University/Administration to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

### **Section 5.**

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

## **ARTICLE 5 UNION BUSINESS**

### **Section 1. Union Representation**

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

The President shall be granted one (1) hour daily, with no loss of pay at a mutually agreed upon time, to conduct union business. The Vice-President will be afforded the same time when acting in the capacity as President in his/her absence.

### **Section 2. Grievance Processing**

Except as hereinafter provided, Local Union business shall be conducted by Union stewards and officials on off-duty hours. Union stewards and officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for processing their grievances no more than three (3) grievants shall be granted such leave. Requests for such time off shall be made in advance and shall not be unreasonably denied. No steward or other representative of the Union shall at any time use his/her Union position as an excuse to refuse to carry out his/her own duties or to interfere with the work of any other employee. The Union will furnish the Employer with a list of Union stewards and their Jurisdictions.

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

- A. Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State Regional and Parent Organization. Such leave will require prior approval of the CEO or his/her designee. Persons designated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.
- B. Leaves of absence without loss of wages, benefits or other privileges may be granted to Union negotiating committee members for attendance at negotiating sessions with the University/Administration and related Union caucuses. Such leave will require the prior approval of the CEO.
- C. Leaves of absence without loss of wages, benefits, or other privileges may be granted for attendance at joint labor-management, meetings. Such leave will require the prior approval of the CEO.

### **Section 4. Unpaid Leave of Absence**

Upon request by the Union, an employee may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one (1) year and may be extended for one or more additional periods of one (1) or less at the request of the Union. Advance approval of the CEO is required for all such leaves of absence or the extension thereof.

### **Section 5. Attendance at Hearings**

Representatives and officers of the Union may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and Employer. Such leave will require prior approval of the CEO. Witnesses called by the Union to testify at a Step 2 hearing or in an

arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages). All leave granted under this section shall require prior approval of the CEO.

#### **Section 6. Union Use of Premises**

The Union will have access to space within the University for the purpose of handling Union business and for the storage of material(s) necessary to conduct Union business. The Union shall be permitted to use the same or similar facilities of the Employer for the transaction of Union business during working hours, which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law. This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the Agreement.

#### **Section 7. Bulletin Board**

The Union shall have access to space at the University, in a conspicuous area, where notices usually are posted by the employer for employees to read. This space is to be used by the Union to erect a bulletin board for the purpose of posting information of interest to the members of the Union. The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the University/Administration for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or fraction thereof.

#### **Section 8. Employer Provision of Information**

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

- A. Every three months a list of all new employees in the bargaining unit, date of employment and classification.
- B. Every six months a list of all employees who have been terminated.
- C. A list of all employees who withdrew check off authorization within two months of such withdrawal.
- D. A list of employees in each bargaining unit, including title and last date of hire. Such lists shall be updated every six months in the month of May/November.
- E. On-line access to an electronic/printable version of the current collective bargaining agreement and wage tables.

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

#### **Section 9. Orientation**

Where the University/Administration provides an orientation program for new employees, **one-half (1/2) hour** shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employees.

## **ARTICLE 6 NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

### **Section 1.**

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

### **Section 2.**

The Union and the University/Administration agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, national origin, gender, age, mental or physical handicap, veteran's status, sexual orientation, or marital status specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation an in-service or apprenticeship training programs, therefore the parties acknowledge the need for positive and aggressive affirmative action. The University/Administration and the Union agree that all forms of discrimination including sexual harassment are illegal practices, which will not be condoned in the workplace. Sexual harassment shall be considered as an act of sex discrimination for the purpose of this Article. The University and the Union further agree that sexual harassment is a serious matter, which, if substantiated, demands severe punishment, up to and including termination.

### **Section 3.**

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

### **Section 4.**

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

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

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

### **Section 1. Scheduled Hours/Work Week**

Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37 ½) hours per week excluding meal periods, as has been established for that job title at the particular location. The workweek shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive. All employees in continuous operation shall receive two consecutive days off in each seven-day period.

- A. The work schedule, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.
- B. When the University/Administration desires to change the regular work schedule of an employee the University/Administration shall give the affected employee at least seven (7) consecutive (calendar) days written notice of such contemplated change, except in the case of documented emergencies involving the protection of the property of the University/ Administration or involving the health and safety of those persons whose care and/or custody have been entrusted to the University.
- C. Each employee shall be required to record his/her attendance in accordance with the procedure presently established by the University/Administration.

Thirty (30) days prior to any change in the existing method of recording attendance, the University/Administration will notify the Union in writing of such change and will meet and confer with the Union to discuss such change, in accordance with the provisions of M.G.L. Ch. 150E.

### **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 (40) hours per week or in excess of eight (8) hours per day. An employee whose regular workweek is less than forty (40) hours shall be compensated at his/her regular rate of pay for all authorized overtime work performed up to forty (40) hours per week or eight (8) hours per day that is in excess of his/her regular workday.
- B. Compensatory time off in lieu of payment compensation for overtime work may be granted to an employee at the option of the Chief Executive Officer or his/her designee and with the consent of the employee. Such compensation time shall be at time and one-half for each hour worked.

The CEO or his/her designee shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked beyond his/her normally scheduled workday.

This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the University/Administration to participate in an approved voluntary flexible hours program that has been duly authorized by the CEO or his/her designee.

- C. With the exception of paid sick and family sick leave, all time for which a unit member is on paid leave shall be considered time worked for purposes of calculating overtime compensation. If sick leave is taken in a week of mandatory overtime, an employee may substitute nine (9) days per year for alternative time (vacation, holiday, compensatory, or personal time).

- D. There shall be no duplicating or pyramiding of the premium pay for overtime worked provided for this Agreement.
- E. The CEO or his/her designee shall send out checks for overtime no later than the next payroll period following the payroll period of the overtime worked.
- F. Overtime shall be distributed as equitably and impartially as practicable by a rotating seniority list of people in a classification who ordinarily perform such work in the normal course of their workweek.
- G. The provisions of this Section shall not apply to employees of full travel status.
- H. In instances where no employee can be found to perform overtime work, the appointing authority shall assign such work to the least senior employee who possesses the correct license, certificate, etc...to perform this assignment. The assignment shall consist of a maximum of eight (8) hours forced overtime in a twenty-four (24) hour period.

### **Section 3. Meal Periods**

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

### **Section 4. Rest Periods**

Employees shall be granted two fifteen-minute rest periods per work day of at least 7½ hours, but separate from the meal period.

### **Section 5. Call Back Pay**

An employee who has left his/her place of employment after completing work on his/her regular shift is called back to work prior to commencement of his/her next scheduled shift shall receive a minimum of four (4) hours pay at his/her overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift. (See Side Letter- Appendix D-re Overtime Compensation for definition of Call-Back.)

When at all possible, the University will avoid calling back an employee who was unable to complete his/her shift due to his/her own illness (not Family Sick Leave), including using the services of an outside agency. However, if a Call Back to that employee is necessary, the employee will be compensated according to Article 7, Section 5.

### **Section 6. Court Time**

Any member of the bargaining unit who, while off duty, is required by the University/Administration to appear as a witness for the Commonwealth in a criminal case, in district, juvenile or superior courts, License and Police Commissions, and show cause hearings and civil cases arising out of such criminal cases shall be paid at a rate of time and one-half.

### **Section 7. Shift Differential**

- A. Employees rendering service on a second or third shift as defined hereinafter shall receive a shift differential of one dollar and twenty-five cents (\$1.25) per hour.
- B. For the purpose of this Section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.

- C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive an hourly differential pursuant to paragraph A of this section.
- D. For employees who are required to work a second or third shift as governed by paragraph C of this section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

For the purpose of overtime compensation, the following procedure shall be followed:

STEP 1: Compute the number of hours worked;

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

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

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

### **Section 8. Essential Personnel**

- A. There shall be an involuntary core group of employees, deemed "essential", who will be required to work under hazardous conditions, i.e. those conditions which may adversely affect the health and safety of students and employees in the University environment. Those conditions may result in a delayed opening, an early closing or a cancellation of classes, work and other University activities.
- B. The group of employees deemed "essential" shall consist of the following:
  1. Skilled Laborer (i.e. grounds crews) in the areas of Facilities and Housing;
  2. Maintainer III in Facilities (responsible for the Athletic fields).
  3. Maintenance Equipment Operator II in Facilities.
  4. Motor Equipment Mechanic III in Facilities.
  5. Power Plant Personnel
  6. Supervisor of Grounds
  7. Maintenance Working Foreman – Members of the Grounds Crew
- C. Annually, in the month of September, a list of volunteers, who have made a commitment for the upcoming winter season, will be developed in order to augment the group of essential personnel for the purpose of snow removal. Additionally, a second list of volunteers will be developed in order to establish a "cleaning crew" of Maintainers for all open buildings.
- D. Should management (i.e. the Administration) determine that the volunteer list in C. is not sufficient, there shall be added a mandatory supplemental list of employees, taken from the seniority list of Maintainer I's in inverse order of seniority, which will be completed by the end of each October. Establishment of this mandatory list will take into consideration the medical and/or physical condition of bargaining unit members. Section 2. H of this Article shall not apply to snow removal.

- E. Compensation shall be received as in previous seasons, **for the term of this agreement.** Essential personnel reporting to work or remaining at work when the campus has been closed shall be compensated at one and one-half times their standard rate. In addition, essential personnel will receive one-half hour of compensatory time for each hour worked.

Volunteers reporting to work when the campus has been closed shall receive their regular shift pay plus a minimum of four (4) hours of pay at one- and one-half times their standard rate. In addition, volunteers will receive one half hour of compensatory time for each hour worked.

- F. Staff on lists not responding or reporting may be subject to discipline.

#### Section 9. Power Plant

- A. Employees will start canvassing for their desired shifts on December 1st of each year.
- B. Canvassing shifts will be conducted by the acting shop steward.
- C. Shift priority will be given out by seniority.
- D. Canvassing will end December 14<sup>th</sup>.
- E. An employee who has not given his/her choice by the December 14<sup>th</sup> deadline will forfeit their choice and be given the remaining shift.
- F. In order to be in compliance with Article 7 Section 1C of the collective bargaining agreement, these changes (if any) will be implemented on the Sunday that occurs no earlier than 7 days after the December 14<sup>th</sup> deadline.



## **ARTICLE 8 LEAVE**

### **Section 1. Sick Leave**

- A. A full-time employee shall accumulate sick leave pay credit on an hourly basis for each regularly scheduled hour worked for a total of twelve (12) days per year. An employee on any leave with pay or industrial accident shall accumulate sick leave. The maximum sick leave accrual for members hired on or after 7/1/18 shall be 120 days.
- B. A part-time employee shall be granted sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted, at the discretion of the CEO or his/her designee to an employee under the following conditions:
  - (1) When an employee cannot perform his/her duties because he/she is incapacitated by personal illness, injury;
  - (2) When the spouse, child or parent of either employee or his/her spouse or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of ten (10) days per fiscal year, except in cases of demonstrated medical emergencies or life threatening/terminal illness in which case an employee may use up to fifteen (15) days; and
  - (3) When through exposure to a contagious disease, the presence of the employee at his/her work location would jeopardize the health of others;
  - (4) When an employee is absent due to excessive use of alcohol or narcotics and becomes, and continues to be, an active participant in an approved counseling service program.
  - (5) To keep appointments with health care professionals. In such instances, the normal requirements of advance notice will be at least five (5) working days. However, the parties recognize that on occasion an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.
- D. A full-time employee shall not accrue sick leave credit for any hour in which he/she was on leave without pay or absent without pay.
- E. Whenever the University/Administration has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of five days, the University/Administration may require the employee to present a physician's statement indicating the medical reasons for any absence on account of sickness. All physicians' statements will be submitted directly to the Office of Human Resources. Failure of an employee to present such statement seven (7) working days after a request therefore has been made by the University/Administration may, at the discretion of the University/Administration, result in the absence being treated as absence without pay.

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

- F. Sick leave must be charged against unused sick leave credits in units of one half (1/2) hour or full hours, but in no event may the sick leave credits used to be less than that of the actual time off.
- G. Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or, if no personal leave credits, then on vacation leave. Such leave shall be charged on the same basis as provided elsewhere in this Article.
- H. Any employee who is reinstated or reemployed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the University/Administration where such absence was caused by:
  - (1) Illness of said employee;
  - (2) Dismissal through no fault or delinquency attributable solely to said employee; or
  - (3) Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workman's Compensation benefits.
- I. A regular part-time employee shall not accrue sick leave credits for any hour in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.
- J. Notification of absences under this Article must be given to the designated representative of the University/Administration as early as possible on the first day of absence, in no event shall notice be communicated later than one half hour before the start of the scheduled workday. The leaving of a message for the designated representative, if he/she is not available at the time of attempted notification, will constitute adequate notification if the employee obtains the name of the Employee to whom the message is conveyed. If such notification is not made, such absence may, at the discretion of the University/Administration, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification period may be waived.
- K. 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).
- L. Employees whose service with the University/Administration is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. The University agrees to pay 20% of unused sick leave to the estate of a deceased employee who dies while eligible for retirement. It is understood that any such payment will not change the employee's pension benefit.
- M. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- N. An employee who while in the performance of his/her duty receives bodily injuries resulting from acts of violence of patients or receives injuries in the pursuit, apprehension, or detention of suspects as reflected in the official police report, and who as a result of such injury would be entitled to benefits under M.G.L.

Ch.152 shall, if entitled under Ch.30, § 58 of the M.G.L be paid the difference between the weekly cash benefits to which he/she would be entitled under said Ch.152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days duration.

- O. Employees are eligible to cash in their annual unused sick leave credits, up to a maximum of six (6) days at 50% of their value as outlined in the table below:

<u>Sick Leave Used</u>	<u>Sick Leave Cashed In</u>	<u>Cash-In Value</u>
0 days	6 days	3 days
1 day	5 days	2.5 days
2 days	4 days	2 days
3 days	3 days	1.5 days
4 days	2 days	1 day
5 days	1 days	0.5 day
6 days	0 days	0 days

In order to exercise this option an employee must cash in all sick days that are earned and accrued during the previous twelve (12) months in excess of 6 days. The decision to cash in sick time must be made by the employee by May 1 of each year. Sick days cashed in shall be deducted from the employee's sick leave balance.

- P. Creation of a joint-labor management committee with the authority to research, design and bargain one or more employer-sponsored systems to improve or replace the current sick-leave and vacation leave system for bargaining unit members. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, 2015. For the duration of the agreement, the current sick leave and vacation leave terms will remain unchanged for current employees. If the committee fails to bargain a replacement system, the current sick leave and vacation leave systems will continue with current language.

**Section 2. Personal Leave**

- A. In the first payroll bi-week of the new calendar year, full-time employees will be credited annually with eight (8) paid personal days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by the University/Administration. Any paid personal leave not taken by the last bi-weekly payroll period that contains December 31 of a calendar year will be forfeited by the employee.

Personal leave may be used in increments of one-half (1/2) hour and in conjunction with vacation leave.

Full-time employees hired after January of any year will be credited upon employment with paid personal leave in accordance with the following schedule:

January 1 -March 31	8 paid leave days
April 1 - June 30	6 paid leave days
July 1 -September 30	4 paid leave days
October 1 - December 31	2 paid leave days

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

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

Upon evidence satisfactory to the University/Administration of the death of a spouse, child, step child, parent, step parent, brother, sister, grandparent, or grandchild, of an employee; or parent of spouse; or person living in the household, an employee shall be entitled to leave without loss of pay for a maximum of four (4) consecutive work days within a ten (10) workdays of death.

In addition, a maximum of three (3) consecutive working days shall be available for use by an employee in case of the death of his/her spouse's brother, sister, grandparent, great-grandparent, or grandchild.

The immediate supervisor or division head may grant one (1) day of funeral leave when the deceased, other than those listed above, is deemed to have been of significance to the employee.

### **Section 4. Voting Leave**

An employee whose hours of work preclude him/her from voting in a town, city, state, or national election shall upon application be granted a voting leave with pay, not to exceed two (2) hours, for the sole purpose of voting in the election.

### **Section 5. Civic Duty Leave**

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.
- B. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate of service, shall either:
  - (1) Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
  - (2) Remit to the University/Administration 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 of any Town, City, or County of the Commonwealth or on behalf of the Federal Government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any Town, or County, of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.
- E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. 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 right of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out the proper and legitimate performance of his/her

assigned responsibilities.

#### **Section 6. Military Leave**

- A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under § 38, 40, 41, 42, or 60 of Ch. 33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.
- B. An employee shall be entitled, during his/her annual tour of duty not exceeding seventeen days as a member of a reserve component of the amended forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee under § 59 of Ch.33 of the M.G.L 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 the duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Ch.708 of the Acts of 1941 as amended, or of Ch. 805 of the Acts of 1950 as amended, or Ch. 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with Ch. 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940 shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall except as otherwise provided by Ch. 708 of the Acts of 1941, as amended, be deemed to be or have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two (2) years from the termination of said military or naval service by him/her.

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

The University/Administration shall implement the Family and Medical Leave Act in a manner consistent with Board of Trustees Policies.

#### **Section 8. Education Leave**

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

#### **Section 9. Unpaid Personal Leave**

Unpaid personal leaves, other than herein before specified, may be granted by the University/Administration upon written request of an employee at least thirty (30) days in advance. Approval shall not be unreasonably denied. Retirement, seniority, sick leave, vacation credit and time accrual for step increases shall not accrue during the terms of such leave.

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

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

## ARTICLE 9 VACATIONS

### **Section 1.**

- A. Beginning at the end of the first full payroll month (hereinafter 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:

<b>CONTINUOUS SERVICE</b>	<b>VACATION CREDIT</b>
less than fifty-four (54) months	5/6 day per month (total of ten (10) days per year)
fifty-four (54) months, but less than less than one hundred fourteen (114) of months.	1 1/4 days per month (total fifteen (15) days per year)
one hundred fourteen (114) months, but less than two hundred thirty-four (234) months.	1 2/3 days per month (total twenty (20) days per year)
two hundred thirty-four (234) months or more.	2 1/2 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 at the facility where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. In computing an employee's vacation status all "creditable service" from the first working day at the facility up to the end of each full month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service", if any, which he/she had at the termination of the predecessor Agreement.
- C. Vacation leave with pay shall be credited to full-time employees on an hourly basis for each regularly scheduled hour worked, in accordance with the annual accruals as provided in § A & B, above. An employee on any leave with pay shall accumulate vacation leave credits.

### **Section 2.**

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

### **Section 3.**

Vacation leave shall be earned on an hourly basis for each regularly scheduled hour worked and/or in a paid status and shall be credited bi-weekly and shall be available for use the following day.

**Section 4.**

A full-time employee on leave without pay and/or absent without pay shall not accrue vacation leave for any such hours the employee remained in an unpaid status.

**Section 5.**

A regular part-time employee on leave without pay and/or absent without pay shall not accrue vacation leave for any such hours the employee remained in an unpaid status. Such month shall not be deemed to be "creditable service".

**Section 6.**

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

**Section 7.**

The University/Administration shall grant vacation leave within twelve (12) months after it is credited; unless in the CEO's or his/her designee's opinion it is impossible or impracticable to do so because of work schedules or emergencies. From and after the execution of this Agreement, no employee shall carry more than fifty (50) days of vacation leave credit. Any unused vacation time that would be forfeited will be rolled over to Sick Leave.

**Section 8.**

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

**Section 9.**

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

**Section 10.**

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll.

**Section 11.**

An employee who is eligible for vacation under these rules, whose services are terminated for any reason other than dismissal for cause, shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used. An employee who is dismissed for cause shall be entitled to payment for any accrued but unused vacation leave up to a maximum of twelve (12) months accrual calculated on the basis of the monthly rate applicable to the employee on the date of dismissal.

**Section 12.**

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

- A. Illness of the employee;
- B. Dismissal through no fault or delinquency attributable solely to the employee;
- C. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive workmen's compensation benefits.

**Section 13.**

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

**Section 14.**

An employee who is reinstated after military leave, as referred to in Section 13 may be granted vacation allowance up to the equivalent of twelve (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 15.**

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

**Section 16.**

Vacation leave accrued following a return to duty after leave without pay or absence without pay shall not be applied against such leave or absence.

**Section 17.**

Any employee wishing to exercise his or her seniority for vacation preference shall do so in accordance with current practice at their campus.



## ARTICLE 10 HOLIDAYS

### **Section 1.**

The following days will be paid holidays for employees:

New Year's Day	M. L. King Jr.
Day President's Day	Patriot's Day
Memorial Day	<b>Juneteenth</b>
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

### **Section 2.**

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the CEO or his/her designee.

### **Section 3.**

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

### **Section 4.**

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days, he/she at the option of the University/Administration, shall receive pay for one (1) day at his/her regular rate or one (1) compensatory day off with pay within one hundred twenty (120) days following the holiday, unless agreed otherwise by the CEO or his/her designee and the employee, to be taken at a time designated by the employee and approved by the CEO or his/her designee.

### **Section 5.**

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

### **Section 6.**

An employee who is on leave without pay or who is absent without pay for any part of his/her scheduled workday immediately preceding or immediately following a holiday shall not receive holiday pay or a compensatory day off for that holiday. Employees who have called out sick on the day before or after five (5) holidays in a given year may be required to produce medical certification in the form of a doctor's note in order to be paid.

### **Section 7.**

An employee scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absence without pay unless the unit member properly notifies the University/Administration at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty, (eight (8) hours prior for employees in the Power Plant), and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement warrants the granting of paid leave of absence for such day. In extraordinary circumstances beyond the control of the employee, the above

notification period may be waived. An employee who is granted sick leave for a holiday on which h/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday.

**Section 8.**

Employees will make every reasonable effort to use "Holiday Comp Time" on the books before using personal or vacation time and shall not be prohibited from doing such, unless the collective bargaining agreement prohibits the use.

**Section 9.**

Whenever any holiday falls on Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 5. Effective on the signing of this Agreement all employees rendering service on New Year's Day, Thanksgiving Day, or Christmas Day shall receive in addition to all other stipends a holiday differential of \$1.00 per hour for each hour worked between the 24-hour period of 11:00 P.M. on the eve of the holiday and 11:00 P.M. on the night of the holiday.

## **ARTICLE 11 EMPLOYEE EXPENSES**

### **Section 1. Travel Reimbursement**

- A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed in accordance with the Board of Trustees Policy (T92-031) for mileage and meals. This rate of reimbursement is intended to cover the costs of garages, parking, tolls, and other charges.
- B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned worksite and his/her temporary assignment, whichever is less.
- C. Employees shall not be reimbursed for commuting between their home and office or other regular work locations. With approval of the Chief Executive Officer, an employee's home may be designated as his/her regular office by his/her University/Administration for the purpose of allowed transportation expense in cases where the employer has no regular office or other work location.

### **Section 2. Meal Allowance**

A bargaining unit member who has his/her day extended by three (3) hours, either by a call back or additional hours, shall receive, after three (3) hours, a meal stipend of \$10.00 for the first six (6) hours then \$10.00 for every four (4) hours thereafter, when no meal is provided by the university. The meal provided must be a balanced meal.

### **Section 3. Travel Status**

For each full day that a unit member is on travel status, he/she shall receive a meal allowance of twenty-five dollars (\$25) per day. When a unit member is on travel status for more than twelve (12) hours but less than twenty-four (24) hours, he/she shall receive a meal allowance of twelve dollars and fifty cents (\$12.50). All reimbursements for meal shall be in accordance with the University Travel Policy, T92-031, as amended from time to time.

## ARTICLE 12 EMPLOYEE COMPENSATION

### Section 1. Annual Salary Rate Increases

**Effective first full pay period in July 2020: 2.0% base rate salary increase for members who were on the payroll as of June 30, 2020.**

In addition to the base salary increase described above and in consideration for the mutual promises contained in this paragraph, members of the bargaining unit who are eligible for the salary increase described above, shall receive an additional 0.5% salary increase (not compounded, for a total of 2.5%), effective the first full pay period in July 2020; *provided* that the Parties hereby acknowledge that the University has fulfilled any and all bargaining obligations pursuant to M.G.L. c.150E concerning the implementation of the contribution rates contained in M.G.L. c. 175M, s.6(e); *provided further* that, in the event the Department of Family and Medical Leave establishes a contribution rate for which the maximum allowable employee contribution rate exceeds 0.5%, upon request of the Union, the Parties shall bargain over the impacts of such employee contribution rate (for baseline purposes, the Parties acknowledge that the current employee contribution rate is 0.378%).

**Effective first full pay period in July 2021: 2.0% base rate salary increase for members who were on the payroll as of June 30, 2021.**

**Effective first full pay period in July 2022: 2.0% base rate salary increase for members who are on the payroll as of June 30, 2022.**

To be eligible for any salary increase contained in this paragraph, an employee must be on the payroll, including those on a furlough or any authorized leave of absence, on the effective date of such salary increase and either: a) on the payroll during the pay period during which such salary increase is implemented; or b) retired (including those who separated as part of a Voluntary Separation Incentive Program (VSIP) and subsequently retired), deceased, or laid off after the effective date of such salary increase. Employees who left/leave the University voluntarily (other than through a (VSIP)) or were discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay.

#### One-time, Lump-sum Payment

In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, members of the bargaining unit who are on the payroll, including those on a furlough or any authorized leave of absence, on the date on which the General Court authorizes the cost items contained in this agreement and during the pay period during which the payment described in this paragraph is implemented, shall receive a one-time, lump-sum payment equivalent to the greater of one and one-half percent (1.5%) of their base annual salary (not including overtime, additional compensation, or other additions) or \$1,000, calculated *after* the salary increases effective the first full pay periods in July 2020 and July 2021.

### Section 2. Eligibility for Increases

Employees who receive a "does not meet expectations" rating on the annual evaluation shall not be eligible to receive the bonus payment or salary increases provided in Section 1 of this Article, nor any step increases provided. Employees who receive a "does not meet expectations" rating will

have their performance reviewed on a monthly basis in accordance with Article 24 of this Agreement and will become eligible for the salary and step increase previously denied effective upon the date of receiving a "meets expectation" rating.

### **Section 3. Salary Upon Hire**

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

### **Section 4. Step Rate Increases and Promotions**

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

B. Whenever an employee receives a promotion to a higher job group, the employee's new salary rate shall be calculated as follow:

1. Determine the employee's salary rate at his/her current job group;
2. Find the next higher step within the employee's current job group, or, for employees at the maximum rate within their current job group, multiply the employee's current salary rate by one and seven one hundredth (1.07).
3. Compare the resultant amount the rates for the higher job group into which the employee is being promoted;
4. The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant amount.
5. When determining the salary rate for any employee in a promotional or Out of Title role, the University may consider the employee's University experience. Specifically, any individual who has achieved Step 14 of the Salary Schedule for their current position may be placed on Step 14 of the Salary Schedule for the new position and Job Grade. Decisions made pursuant to this language shall not be precedent setting in any other instance and shall be non-grievable.

### **Section 5. General Provisions**

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

- B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.
- C. Employees shall be compensated on the basis of the salary rates for their official job classification

**Section 6. 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 7. Employees Hired from Outside Bargaining Unit**

- A. An employee entering a position within a bargaining unit covered by this Agreement from a position in the same salary grade in a bargaining unit not Covered by this Agreement shall be placed at the first step in a grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be reduced in compensation by such entry into the bargaining unit.
- B. Whenever an employee enters a position in a higher job grade from a position within a bargaining unit not covered by this Agreement, the employee's new salary rate shall be determined in the same manner as set forth in Section 3, paragraph "B".
- C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a higher salary grade in a bargaining unit not covered by this Agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee be placed in a step grade which results in the employee receiving a rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

## **ARTICLE 13 GROUP INSURANCE**

### **Section 1.**

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

### **Section 2.**

Benefits shall be available to domestic partners of employees who have formalized their relationship through marriage. If any employee resides in a state, including Massachusetts, where marriage is not available to a domestic partner, those individuals shall continue to be covered by the previous contractual domestic partner benefits.

## **ARTICLE 14 HEALTH & WELFARE**

### **Section 1. 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 Union and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Union. The Board of Trustees of the Health and Welfare Funds shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependents.

### **Section 2. Funding**

Effective the first pay period in January 2015 the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.00 per calendar week.

Effective the first pay period in January 2016 the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.50 per calendar week.

Effective the first pay period in January 2017 the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$16.00 per calendar week.

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

### **Section 3. Non- Grievability**

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

### **Section 4. Employer's Liability**

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



## ARTICLE 15 TUITION REMISSION

### Tuition Credits:

- a) As more fully described in the *Administrative Standards, Faculty and Staff Tuition Discounts* (T96-129), which is hereby incorporated by reference, members of the bargaining unit shall receive tuition discounts in the form of tuition credits; provided that, in the event of a conflict between the *Administrative Standards, Faculty and Staff Tuition Discounts* (T96-129) and current practice, current practice shall prevail.
- b) Members of the bargaining unit and members of their immediate family shall be allowed to enroll tuition free for credit and non-credit courses offered in University Extension at the University of Massachusetts Dartmouth, provided that they shall not be counted in determining whether the course is canceled.

### Tuition Remission:

Bargaining unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Board of Higher Education *System-wide Tuition Remission Policy For Higher Education Employees* (May 21, 1984).

## **ARTICLE 16 SENIORITY**

### **Section 1. Definitions**

Seniority:

The length of continuous full-time equivalent service as a full-time or regular part-time employee in the bargaining unit, regardless of source of funds.

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

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

### **Section 3. Days off & Shift Assignments**

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

### **Section 4. Termination of Seniority**

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

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

### **Section 5. Placement on Seniority List**

Prior to June 11, 2009 when two or more members were hired on the same day seniority was determined using two methods:

- a. Seniority was determined by which member accepted the position first or;
- b. Seniority was determined by alphabetical order of the members' last name

Effective June 11, 2009, going forward, when two or more members are hired on the same day, seniority will be determined by alphabetical order of the last name only.

## ARTICLE 17 PROMOTIONS AND FILLING OF VACANCIES

### **Section 1. Posting of Vacancies**

- A. A vacancy in a position subject to this Agreement, when available to be filled as determined by the appointing authority, shall be posted electronically for not less than seven (7) working days. The Employer agrees to post to the best of their ability all anticipated vacancies, i.e. retirements, thirty (30) days prior to when the vacancy occurs. Posting shall occur in the following sequence:
1. Within the bargaining unit;
  2. Outside the bargaining
- B. The notice of vacancy shall include the following:
1. The Official Job Title.
  2. Wage Grade with the Salary Range.
  3. Application Closing Date.
  4. A description of duties and qualifications. All related information necessary to make an informed career decision.
  5. Notice of a Selective Certification Restrictions.
- C. Any employee seeking to be considered for any such vacant position shall submit an electronic application and will include a cover letter and resume.

### **Section 2. Selection**

Positions shall be awarded at an appropriate time after consideration of applicants then available. In no event shall the awarding of the position be later than sixty (60) days after the closing date. In the event circumstances arise that preclude the awarding of the position within this time the union shall be notified of the reasons for the delay. Reasons given under this section shall not be subject to Article 29, Grievance Procedure.

### **Section 3. Criteria**

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

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

A combination of the following factors shall be used by the University/Administration in determining his/her selection to fill a position through the promotional process:

1. Ability to do the job as determined by:
  - a) Experience and competence in the same or related work;
  - b) Education and training related to vacant position. The employee will be responsible for providing written verification of any education claimed. No time filling a position on a

"working out of class" basis may be allowed for this purpose.

2. Selection between employees in the same job title seeking a change in a work unit or facility, within the jurisdiction of the appointing authority, without a change in job title. In the event two or more employees in the same classification apply for a transfer to the vacant posted position, selection shall be made on the basis of seniority.
3. All other vacancies shall be filled on the basis of qualifications and seniority. Qualifications shall be based upon appropriate licenses (if required for the position), employee evaluations (conducted in accordance with the terms set forth in Article 24), relevant work experience (one employees experience (one employees experience must be "head and shoulders above the other"). The Union Executive board retains the sole authority to appoint one (1) employee to serve on the Search and Screen Committee. Once selected, the employee will be allowed time to serve on the committee without loss of pay or leave time. The search Committee findings must be based upon the aforementioned criteria. The employee selected, must be employed in a similar discipline. The Search Committee findings must be based upon the aforementioned criteria. When qualifications are equal, seniority shall be the determining factor.

#### **Section 4. Promotional Probationary Period**

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

#### **Section 5. Conditions of Employment**

In order to ensure and maintain the security of all campus buildings, as well as to ensure the employment of qualified individuals, the University will require as a condition of employment satisfactory reference and background checks, including criminal history reports, for all new appointments, transfers and/or promotions to *all levels* of the positions as defined below:

1. Locksmith
2. Technical Specialist
3. Institutional Security Officer (ISO)
4. Housing Maintainer
5. Housing Maintenance

#### **Section 6. Grievability**

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

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

### **Section 1.**

When an employee is assigned by the University/Administration to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her rate of pay as if performing his/her regular duties. An employee who is assigned by the administration to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

### **Section 2.**

- A. Any employee who is assigned by the University/Administration to a vacant position in a higher grade for more than thirty (30) days in any one hundred and twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. Whenever any employee is assigned to any vacant higher rated position he/she shall, no later than the tenth working day of his/her performing the higher rated position's duties, complete and transmit to his/her supervisor the form attached as APPENDIX A. The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO or designee who shall thereupon determine whether the work assignment is or is not out of title work. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation. A position shall not be filled on an out of title basis longer than six (6) months.
- B. An employee who is assigned by the appointing authority to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.
- C. When determining the salary rate for any employee in a promotional or Out of Title role, the University may consider the employee's University experience. Specifically, any individual who has achieved Step 14 of the Salary Schedule for their current position may be placed on Step 14 of the Salary Schedule for the new position and Job Grade. Decisions made pursuant to this language shall not be precedent setting in any other instance and shall be non-grievable.

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

**Section 1. Class Specifications**

- A. The University/Administration shall provide the union with a copy of the official classification specification of each title covered by this contract for which such a specification exists.
- B. Each employee in the bargaining unit shall be permitted by the University/Administration to have access to examine his or her class specification.

**Section 2. Individual Appeal of Classification**

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

## **ARTICLE 20 CLASS REALLOCATION**

### **Section 1.**

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

### **Section 2.**

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

## **ARTICLE 21 LAYOFF & RECALL**

### **Section 1. Layoff**

- A. Subject to the provisions of Article 6, (Non-Discrimination & Affirmative Action) in the event of a reduction in personnel, those employees who have the least seniority would be the first considered for release. For the purpose of this Article, Seniority - is defined as the length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as a member of the bargaining unit.
- B. As soon as possible after the University/Administration becomes aware, but in no event less than ninety (90) days, after the University/Administration becomes aware of an impending reduction in the work force and prior to notifying any employees who may be affected, the University Administration or his/her designee shall notify the Union of such impending reduction. Thereafter, the University/Administration or his/her designee shall, within ten (10) working days, meet with the Union to discuss the impact of the layoff on the affected employee, including the availability of similar vacant position within the same University Administration and including the availability of any training program which may be applicable to the employees. In the event of an actual layoff, management will notify the Union not less than thirty (30) calendar days in advance of the layoff date and will send notice to the affected employees within five (5) working days after notifying the Union, in order that the affected employee has a minimum of twenty-five (25) days' notice.
- C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower graded classification in the bargaining unit on campus, the duties of which the employee has the ability to immediately perform, seniority shall prevail in permitting such employee to bump the least senior individual in such classification in the bargaining unit. Employees shall have five (5) working days to notify the Employer of their intention to exercise this right.

### **Section 2. Recall**

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

The Employer shall appoint employees on the recall roster, prior to the appointment of any other applicant, to tillable vacant positions in the unit for which the laid off or displaced employees meet the minimum entrance requirements as established by the DPA. The Employer shall send written notices of positions, to each employee who is being recalled in order of their seniority, by First Class Mail return receipt requested, notifying them of the date of return, work location, shift assignment, the primary and dominant duties, and the salary for the position. Employees who have received recall notices shall have seven (7) calendar days to respond in writing indicating that they will accept the position. The time shall begin to run two (2) days after the date of the mailing of the notice. Notices of recall sent by the Employer to a laid-off/displaced Employee and the Employee's notice of acceptance or rejection of said recall offer shall be sent by certified mail return receipt requested.

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



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

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

## **ARTICLE 22 PROBATIONARY EMPLOYEES**

### **Section 1.**

New employees hired into the bargaining unit shall be considered as probationary employees for the first **nine (9)** months of their employment; provided, however, that whenever any such employee shall, without break in service, have performed, on a part-time basis, the job whose specifications are the same as those of the position being so filled, such part-time service shall be credited toward fulfillment of the probationary requirement in such pro-rated amount as such part-time service bears to full-time service.

### **Section 2.**

The **nine (9)** month probationary period for new employees to attend a formal training program as a condition of employment will commence on the first full day of employment upon successful completion of the program providing that the training Program starts no later than three (3) months from his/her date of hire.

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

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

### **Section 6.**

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

### **Section 7.**

The purpose of the probationary period is to provide for the evaluation of an employee over a period of **nine (9)** months. Should that period be interrupted for more than thirty (30) consecutive working days, the probationary period shall be extended to compensate for the absence. The employee will be notified of this extension and the reasons for it. After prior notification to the Union and written approval of the affected employee the employer may extend the probationary period of an employee, for a period of no more than ninety (90) days.

### **Section 8.**

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

**Section 9.**

At the completion of the first three (3) months of such probationary period and again at the completion of the fifth (5) month period, each probationary employee shall be evaluated by his/her immediate supervisor. The immediate supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the immediate supervisor's evaluation and recommendations and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet the immediate supervisor to discuss the evaluation and recommendation prior to their transmittal to the University/Administration or his/her designee.

## **ARTICLE 23 PERSONNEL FILES**

### **Section 1.**

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

### **Section 2.**

The personnel file shall be one of the sources on which the administration bases decisions affecting the employment status of the employee and other decisions relating thereto. The personnel file shall include copies of official personnel correspondence with the employee. An employee shall receive a copy of any adverse material placed in his/her file. Any adverse material in an employee's file shall be removed after five (5) years upon written request of the employee; provided, however, that the appointing authority may, upon written request from an employee, remove any documentation of verbal warnings from the file after a period of two (2) years, if there have been no further disciplinary actions taken against the employee.

### **Section 3.**

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

## **ARTICLE 24 EVALUATIONS**

### **Section 1.**

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

1. Improve satisfaction and potentially reduce employee absenteeism, turnover, and grievances;
2. Serve as an important motivational tool and improve the quality of job performance;
3. Enhance the ability to achieve Affirmative Actions goals through improved supervisor-employee communication;
4. Base personnel actions and taking disciplinary action on objective, accurate and fair performance appraisals;
5. Monitor the performance of probationary employees on a timely basis. Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the Job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the employee and the employer, it should be a continuous process.

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

### **Section 2.**

Performance evaluation of an employee shall be made annually by the immediate supervisor, in the month of January with exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service within two months prior to the completion of the probationary period. Such evaluation will be recorded in writing on a form similar to the one attached hereto as Appendix E. and shall be made on the basis of the following criteria;

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

### **Section 3.**

- A. To the extent practicable, an employee who may be nearing a "Does Not Meet Standards" rating shall be counseled by his/her supervisor at least three (3) 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 Standard" 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 who has been so assigned.
- C. Upon receipt of a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standard" rating.

**Section 4. Evaluation Appeal Process**

- A. If a "Does Not Meet Standards" rating is received, the employee has the following choices:
  - 1. a one-time appeal option to a Tripartite Evaluation Appeal Panel (either before or after the re-evaluation period), or
  - 2. a 90-day re-evaluation period.
- B. An appeal of the original evaluation shall be initiated at the President's level within 21 days. Appeals shall be held by a Tripartite panel consisting of one (1) person designated by the Union, one (1) person designated by Management, and one (1) mutually agreed upon neutral third party. Prior to the implementation of this Section, the Union and Management will meet and agree on a list of third-party neutrals.
  - 1. The standard of review to be applied by the Panel shall be solely limited to whether or not the final performance rating of "Does Not Meet Standards" was justified.
  - 2. The decision of the Tripartite panel shall be final and binding.
  - 3. Any employee having a "Does Not Meet Standards" rating overturned shall be made whole in as prompt a manner as possible.
  - 4. Any decision in favor of the employee will be effective from the month of the appeal forward.
- C. The re-evaluation period shall be 90 days in length. An employee shall have his/her re-evaluation done at the end of the 90-day period to determine if a "Meets Standards" rating has been achieved.
  - 1. If an employee receives a "Meets Standards" evaluation during the re-evaluation process, he or she shall be eligible for the denied Step and/or salary increase effective from the date of receiving the "Meets Standards" rating.
  - 2. At the end of the re-evaluation period, an employee who continues to receive a "Does Not Meet Standards" rating shall be able to make a one-time appeal of the re-evaluation rating to the Tripartite Panel. This appeal must be filed at the President's level within ten (10) days of the re-evaluation. Such appeal may not be filed if the employee has already filed an appeal at the time of the original "Does Not Meet Standards" review.
- D. Whether or not an employee receives a "Does Not Meet Standards" rating during the re-evaluation process, his/her anniversary date for Step purposes shall not be retarded.
- E. Job duties and performance criteria shall be observable and measurable to the extent practicable.

**Section 5.**

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

**Section 6.**

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

**Section 7.**

It is understood and agreed that if the employer fails to evaluate an employee in a timely fashion, then the employer forfeits the right to evaluate that employee for the corresponding time period. Further, if the employer fails to evaluate an employee in accordance with the terms of this Article, then the employee's performance is deemed to meet expectations.

**Section 8.**

Supervisors and managers shall not use performance evaluations to threaten or coerce employees in any manner. There shall be no predetermined formula or ratio used to establish the number of "Does Not Meet Standards" ratings.

**Section 9. Evaluation Tool (new)**

- In the early part of the fiscal year, a meeting will be held between employees and supervisors to discuss the progress made towards the current review period goals, and relevant or potential goals for the upcoming review year.
- Each employee will be informed of the expectations of their position. Therefore, the employee's job description will be part of the basis for the employee's primary activities and duties when available.
- The supervisor and employee will discuss the goals and actions necessary to achieve them and shall be listed on the performance evaluation for the upcoming review period.

## **ARTICLE 25 SAFETY**

### **Section 1.**

- A. The employer shall comply with all applicable statutes, federal and state, and with any such rules and regulations as may be promulgated thereunder, that govern the conditions of health and safety in the employee's workplace. The Employer/University Administration agrees to provide a safe, work environment.
- B. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with the M.G.L, Chpt. 111F (Right to Know Law).
- C. Where credible evidence exists (as determined by the appropriate state agency or department) of a communicable disease (e.g., Tuberculosis, Hepatitis or AIDS etc.), the Employer/University Administration shall forthwith make every reasonable effort to provide all person (s) in the work environment, with the appropriate training and advice.

### **Section 2.**

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

### **Section 3. Health & Safety Committee**

There shall be a Health & Safety Committee comprised of two (2) representatives of the Union and two individuals representing the University. The Committee's function is to discuss health and safety issues affecting the workplace. The Committee shall meet periodically as needed on a date and time that is mutually agreeable.

Conditions determined to be unsafe by the Committee shall be reported to the Campus Safety Manager, the Director of Facilities and the Federation President.

### **Section 4. Grievability**

Grievances involving the interpretation or application of sections 1 and 2 of this article may be processed through Step 2 of the Grievance Procedures set forth in Article 29 of this agreement, but shall not be processed to Step 5 thereof.



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

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

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

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

## **ARTICLE 27 SICK LEAVE BANK**

Upon the signing of this agreement, a sick leave bank may be established for members of this bargaining unit, if such bank does not currently exist.

After a sick bank member has drawn on the Sick Leave Bank for ten (10) working days credit, he/she shall have his/her case reviewed by the Sick Leave Bank Committee which may, by majority affirmative vote, authorize the sick bank member to continue drawing on the Bank. This process shall be repeated after each successive period totaling ten (10) working days credit not to exceed a total of sixty (60) days. Notwithstanding the foregoing, any bargaining unit member, who is a member of the sick leave bank, and has drawn on the Bank, may at any time be disqualified from continuing to draw on the Sick Leave Bank by majority vote of the Committee.

The Sick Leave Bank Committee will determine at what level the Sick Leave Bank will be replenished. Prior to the granting of any time from the Sick Leave Bank to any Sick Leave Bank member by the Sick Leave Bank Committee, a Sick Leave Bank member shall assign, in writing, to the Sick Leave Bank all sick, personal, vacation and holiday time, which such sick bank member may accrue while that sick bank member is drawing credits from the Bank.

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

## **ARTICLE 28 DISCIPLINARY ACTION**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

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

### **Section 4.**

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

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

### **Section 5.**

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

**Section 6.**

In the event that an employee is given a hearing prior to the imposition of discharge, suspension or demotion for disciplinary reasons, a grievance alleging a violation of Section 3 of this Article shall be submitted in writing by the aggrieved employee within seven (7) calendar days of the date such action was taken. The grievance shall be treated, as a Step 3 grievance and Article 29 Grievance and Arbitration Procedure - shall apply.

**Section 7.**

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

## **ARTICLE 29 GRIEVANCE AND ARBITRATION**

### **Section 1. Introduction**

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

### **Section 2. Definitions**

- A. Grievance - A grievance shall mean any dispute concerning the application or interpretation of the terms of the collective bargaining agreement. It shall be a written statement on a Grievance Form setting forth all the known facts and/or material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy desired.
- B. Grievant - Grievant shall mean an employee or group of employees, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.
- C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in the Holiday Article of this Agreement.

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

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

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

- B. Step 2. Department Head and/or Personnel Officer

If the Union and/or the grievant elects to proceed to this Step, within seven (7) working days after the expiration of the final time period provided for in Step 1, he/she or the Union shall file a written grievance with the Department Head. The Department Head and/or the Personnel Office, or designee if appropriate in the judgment of the appointing authority, shall meet or arrange to meet with the Union and/or the grievant within five (5) working days to resolve the

dispute and shall respond in writing within fifteen (15) calendar days from the conclusion of the Step 2 grievance hearing.

C. Step 3. Campus Chancellor or Designee

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

D. Step 4. University President

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

E. Step 5. Arbitration

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

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

**Section 4. Decision of the Arbitrator**

- A. The arbitrator shall have no power to add to, subtract from, or modify any provision of this Agreement or to issue any decision or award inconsistent with applicable law.
- B. Within thirty (30) days after the conclusion of the hearing, the arbitrator shall make his determination. The decision of the arbitrator shall be final and binding on all parties to the arbitration proceeding including the Grievant and shall be enforceable in any court of competent jurisdiction.

**Section 5. Union Representation**

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

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

### **Section 6. Waiver and Admission**

#### **A. Waiver**

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

#### **B. Admission**

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

#### **C. Grounds of Appeal**

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

### **Section 7. Costs of Arbitration**

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

### **Section 8. 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 member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority whether disciplinary or otherwise, for having processed such grievance, provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

## **ARTICLE 30 MANAGEMENT RIGHTS**

### **Section 1. Management Rights**

The Union and the university agree that the provisions of this Agreement shall be expressly limited to conditions of employment covered by this Agreement, and no provisions shall be construed to restrain the University from management of its operations, including but not limited to the following rights:

1. The determination of the standards of service to be provided and standards of productivity and performance of its employees;
2. To determine the size and composition of the work force;
3. To determine education and work standards;
4. To decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant;
5. To determine the quantity and type of equipment to be used in its operation;
6. The speed of such equipment and the manning requirements of such equipment or any job;
7. To determine the content of job classification; to promulgate reasonable rules and regulations;
8. Select supervisory and managerial employees;
9. To discipline, demote and discharge employees;
10. To contract out work;
11. To control and determine the state of products which may be used by employees;
12. To determine the time for work, staffing pattern and work area;
13. Determine the method and place of performing work, including the right to determine that the Universities work force shall not perform certain work;
14. To transfer employees from one administrative area to another; to schedule work shifts and work breaks;
15. To determine the method of performing work including the introduction of improved methods and facilities;
16. To determine whether such work shall be performed by bargaining unit employees or others; to fix standard of quality and quantity for work to be done;
17. To determine whether any part or whole of its operation shall continue to operate;
18. To establish, to change, or abolish any service;
19. To maintain order efficiency in its facilities and operations;
20. To determine the duties of employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees;
21. To promote employees; to upgrade, allocate, reallocate, or reclassify employees;
22. To determine the starting and quitting time;
23. To require overtime,

And all other rights and prerogatives including those exercised unilaterally in the past, subject only to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. Any management right set out in this Article shall be subject to the grievance and arbitration provisions herein.

### **Section 2. Administrative Computing Systems**

- A. The parties acknowledge that the University will be implementing new administrative computing and payroll systems. The Union agrees that there may be changes to current business practices, procedures and functions as a result. To ensure that the changes required by these systems (e.g. the change from a weekly to a bi-weekly payroll system) are introduced and implemented in the most effective and humane manner, the University and the Union will



establish a special labor-management committee made up of an equal number of union and management representatives, which shall be the sole forum to discuss the impact to the bargaining unit arising from the implementation of the systems. Nothing in this article is meant to waive any other provisions in this Agreement.

- B. The University and the Union agree that all employees shall have their net salary checks electronically forwarded to an account or accounts selected by each employee.
- C. In the extraordinary event that the Union alleges that an employee cannot comply with the electronic transfer of salary checks due to severe hardship such as inability to access a bank or financial institution during off hours, or there is no ATM available within a reasonable geographic distance from an employee's home, the Union shall request that the University grant a Direct Deposit Exemption. The University will review the request and respond within thirty (30) days of receiving such request. Denials of Direct Deposit Exemption Requests shall not be subject to the contractual Grievance and Arbitration Procedure.

## **ARTICLE 31 SCOPE OF AGREEMENT**

### **Section 1.**

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

### **Section 2.**

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

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

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

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

## **ARTICLE 33 SAVINGS**

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

## **ARTICLE 34 COST ITEMS**

### **Section 1.**

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

### **Section 2.**

The Employer shall make a request for the funding of this Agreement as required by MGL, Ch.150E, § 7. In the event the funding requested by the above section is not provided, the cost items shall be returned to the parties for further bargaining.

## **ARTICLE 35 CONTRACTING OUT**

### **Section 1.**

All projects completed/funded by third parties are not covered by Article 35. Third parties shall include, but not be limited to, Chartwells, the Building Authority, and the Foundation. This list is meant as examples and is not meant to be the exclusive list of third parties.

If the total labor cost of a constructive/renovation project is projected to be \$10,000 or less, the project shall first be offered to the Union. The Union shall accept the total construction/renovation project or the parts that will be offered by the University that pertain to individual shops.

If the total labor cost of a construction/renovation project is projected to be greater than \$10,000 the University shall determine whether or not to use an outside contractor for all or part of the work. In order to make that determination, the University shall consider timeframes, personnel, equipment, schedules and similar criteria in its decision. If the University determines that it is using a contractor for all or part of the project, the union may request the reasons for the decision.

The \$10,000 amount shall be reviewed every three (3) years to determine if the amount should increase (decrease) based on inflation (deflation).

The University shall notify Department Heads that construction/renovation projects shall be handled via this article and that department heads, on their own, cannot engage contractors to do work.

## **ARTICLE 36 PARKING**

Proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity to their regular work locations. The Employer shall endeavor to maintain adequate lighting in all of said parking areas.

Upon execution of the July 1, 2014 agreement, the parties will, jointly with other UMass Dartmouth campus unions, engage in good faith discussions on a paid parking system.

It is agreed that effective November 1, 2009 the following campus locations shall have sufficient designated parking spaces for AFT Maintenance and Custodial unit members as follows:

- a) Ten (10) designated parking spaces in the vicinity of Maple Ridge Hall.
  
- b) Ten (10) designated parking spaces in Lot C (rear of Pine Dale Hall).

It is further agreed that AFT Maintenance and Custodial Union will not pursue any additional matters pertaining to University Parking Policies

## **ARTICLE 37 UNIFORMS**

### **Section 1.**

Where uniforms are required, such uniforms shall be provided by the Employer and shall include both work pants and work shirts. Policies regarding issuance, cleaning, maintenance, and replacement will be determined by the Employer.

All staff working in residential areas will wear ID badges at all times.

### **Section 2.**

Beginning in FY07 (begins July 1, 2006), there shall be a four hundred-dollar (\$400) clothing allowance for Institutional Security Officers (ISO's). The purpose of the clothing allowance shall be for the maintenance and replacement of items, as needed. It will be disbursed as early in the fiscal year as is practical. Replacement clothing shall be purchased from an approved vendor, as specified by the departmental head.

A newly hired ISO will receive her/his first clothing allowance in the fiscal year following the completion of one year of employment in the position.



**ARTICLE 38  
TECHNOLOGICAL CHANGE**

- A. The employer and the Union recognize that automation and technological change are fast becoming an integral part of work in many work locations. Both parties are aware of the enormous impact these changes will have and are having on employees in which they perform work. The Employer and the Union are committed to making the transition to automation in as responsive a way as possible to the human issues of members of the Unit and the provision of service to the public.
  
- B. The Employer and the Union are committed to the concepts that technology was not intended to replace employees; that the transition be orderly and comfortable to the department and the employees; and that the Union will be allowed to provide input in developing and implementing the changes, as well as input in establishing health and safety guidelines; and that adequate and appropriate training be available to employees to provide job protection and advancement or retraining.

## **ARTICLE 39 FAIR PRACTICES**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

The employer shall not discriminate against nor harass employees for engaging in union activity.

## **ARTICLE 40 SNOW REMOVAL**

### **SNOW REMOVAL OPERATIONS & PROCEDURES**

The following terms shall govern with respect to safely clearing snow as well as de-icing all roadways, walkways, parking lots and accessible routes to and from residential life buildings, academic buildings, and support buildings on campus.

#### Section 1. Process for clearing snow and ice

- Grounds Department personnel and those classified as Essential Personnel shall be responsible for snow removal and de-icing operations. Pursuant to Article 7, Section 8, this group of employees are required to respond if called upon. If the University determines a limited workforce is needed to address icing conditions, job descriptions, licensing, and the ability to operate equipment needed for the task will be taken into account. Seniority will be used to determine who is called into work.
- Annually, in the month of September, a list of volunteers, who have made a commitment for the upcoming winter season, will be developed in order to augment the group of essential personnel for the purpose of snow removal.

#### Section 2. Contracting out

Pursuant to Article 35, the University retains the right to contract out work associated with snow removal, de-icing, and pretreatment operations for roadways, parking lots, and walkways. These contracts are made on an annual basis.

#### Section 3. De-icing

- De-icing, can be initiated by D.P.S. contacting the F.O.C. phone and the On-Call person will notify UMassD equipment and staff.
- The Director of Facilities Operation and Physical Plant or his designee can also initiate de-icing measures utilizing UMassD equipment and staff.
- Road salt will be utilized on all roadways and Eco-Friendly salt will be utilized for all walkways and pathways.
- All brick walkways are to be hand shoveled and must be kept clean throughout the storm.

#### Section 4. Snow Removal

- The Director of Facilities Operations and Physical Plant or his designee will initiate snow removal operations. All Essential employees are required to report for snow removal operations. The Director or his designee may or may not need to activate the Volunteer List compiled in September to augment the group of essential personnel. Snow operations shall be initiated with safe travel in mind of snowfall to ensure for the safe travel of snow removal personnel.
- The Director of Facilities or designee shall be responsible for managing the operations regarding the standards of contracted work as well as U.M.D. Facilities staff for compliance or noncompliance
- The University's Snow Removal Contractor will augment UMassD staff and equipment at assigned Parking Lots when called in by the Director of Facilities Operations and Physical Plant.
- UMassD Facilities Department staff will be responsible for Research access, Support building access, Academic building access, Residential building access and Residential and Commuter Parking Lots.

- Employees will not work more than 16 consecutive hours in a twenty-four-hour period before receiving eight (8) hours of rest
- Break periods shall be allowed every two (2) hours or as conditions dictate.
- Snow removal operations will commence when the Director of Facilities Operations and Physical Plant request essential personnel to assume snow removal duties.
- In emergent situations the Director of Facilities and/or the Assistant Director of Facilities may assist with activities associated with snow removal.
- Snow removal operations will cease when the Director of Facilities Operations and Physical Plant or his designee has given the (ALL CLEAR).
- No Essential Personnel shall be released from duty until the (ALL CLEAR) has been announced or unless arrangements have been made with the Snow Removal Supervisors. Staff shall not leave the campus until the (ALL CLEAR) has been given. Staff leaving prior to the (ALL CLEAR) may be subject to discipline per Article 7, Section F.

Section 5. Snow Removal Activities:

- UMassD Grounds dept. (Essential Personnel) shall be responsible to operate UMassD snow clearing vehicles, equipment and hand tools as a means of clearing snow.
- UMassD Trade and Maintainers volunteers shall be responsible to operate UMassD snow clearing vehicles, equipment and hand tools as a means of clearing snow.
- The University's Snow Removal Contractor will augment the University's Facilities Department, and assist in snow removal Academic and Commuter Parking lots on main campus.
- The University's Snow Removal Contractor will have the sole responsibility for snow removal, de-icing and pretreatment operations for all Satellite Campuses and locations.
- Snow removal, de-icing, and pretreatment operations at P-3 Balsam / Spruce / Res halls as well as The Grove, (outside P3's) shall be the responsibility of the P-3's Snow Removal Contractor in collaboration with UMassD staff.
- During and following the storm, snow removal crews will be responsible to survey, plow, clear and salt all roadways, parking lots and pedestrian walkways as assigned.
- All Main entrances, Side entrances, and Emergency egresses from Residential halls, Academic buildings, and Support buildings shall be cleared and salted.
- Pedestrian Stairways shall be cleared and sanded if necessary to a minimum width of 8 feet adjacent to the stair railings. Handicapped ramps shall be thoroughly cleared and sanded on a top priority basis.
- All plowing and snow removal activities are to be performed curb to curb.
- All snow is to be cleared and stacked in a manner not to inhibit any parking spaces.
- All handicapped spaces as well as accessible routes are to be cleared and salted to all buildings.
- UMassD staff will be responsible to clear a minimum of 4 feet around all fire hydrants and have a clear path of travel a minimum of 4 feet to all fire master boxes.

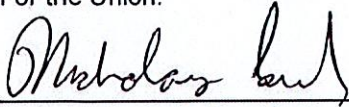
- UMassD staff will be responsible to clear a minimum of 4-foot path of travel to all police call boxes.
- UMassD staff will be responsible of clearing building intakes and vents.
- Custodial staff will be responsible to clear within 10 feet of all building entrances.
- Turf field clearing to be contracted out by Athletics Department.

### ARTICLE 41 DURATION

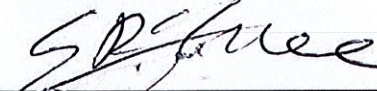
This agreement shall be for the three (3) year period July 1, 2020 to June 30, 2023. The terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 2, 2020. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

Agreement between the University of Massachusetts Board of Trustees and the AFT Massachusetts Maintainers AFL-CIO University of Massachusetts Dartmouth Local 6350

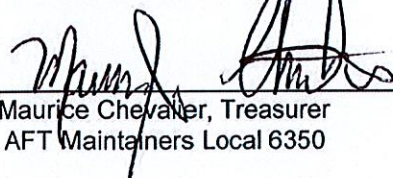
For the Union:



Nicholas R. Gula, President  
AFT-Maintainers Local 6350



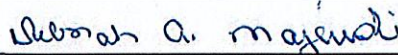
Eric Ducharme, Vice President  
AFT Maintainers Local 6350



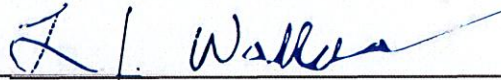
Maurice Chevalier, Treasurer  
AFT Maintainers Local 6350

For the University:

Martin T. Meehan, President  
University of Massachusetts



Deborah A. Majewski Vice Chancellor- Human Resources  
University of Massachusetts-Dartmouth



Thomas J. Wallace, Director Labor Relations  
University of Massachusetts Dartmouth

DocuSigned by:  
James Jerue 9/20/2022

James M. Jerue, AVC Facilities Management  
University of Massachusetts Dartmouth

DocuSigned by:  
Heather Batherwich 9/27/2022

Heather A. Batherwich HR Business Partner  
University of Massachusetts Dartmouth

**APPENDIX E**

DUE DATE: \_\_\_\_\_

**PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES (MFT)**

<b>EVALUATION STATUS</b>			NAME _____
<input type="checkbox"/>	3 month probationary		GRADE _____
<input type="checkbox"/>	7 month probationary		OFFICIAL TITLE _____
<input type="checkbox"/>	ANNUAL	<input type="checkbox"/>	DEPARTMENT _____
	(Year)		ANNIVERSARY DATE IN CAMPUS SERVICE _____
<input type="checkbox"/>	OTHER	<input type="checkbox"/>	ANNUAL REVIEW PERIOD January 1, 20XX – December 31, 20XX
<input type="checkbox"/>		<input type="checkbox"/>	

**DEFINITION FOR RATINGS TO BE APPLIED**

**MEETS STANDARDS:** Accomplish goals; Perform tasks in a satisfactory manner; Meet departmental standards

**NEEDS IMPROVEMENT:** Partially accomplish goals; Task performance needs improvement; Partially meet departmental standards

**DOES NOT MEET STANDARDS:** Many goals unrealized or many tasks not performed

**NOT APPLICABLE:** Not applicable to the job

M E E T S	N E E D S	D O E S	N O T
S T A N D A R D S	I M P R O V E M E N T	N O T	A P P L I C A B L E
		M E E T	
		S T D S	

**QUALITY AND QUANTITY OF WORK**

A. Demonstrates knowledge of the job

B. Amount of work accomplished

C. Performs work with accuracy

D. Work is neat and presentable

E. Work is thorough

F. Organizes work appropriately

**SUPERVISOR'S COMMENTS:**

**EMPLOYEE'S COMMENTS:**



	M E E T S  S T A N D A R D S	N E E D S  I M P R O V E M E N T	D O E S  N O T  M E E T  S T D S	N O T  A P P L I C A B L E
<b>WORK HABITS</b>				
A. Is regular in attendance at work				
B. Observes established working hours				
C. Completes work on time				
D. Demonstrates the ability to work without supervision				
E. Complies with departmental and institutional policies				
F. Complies with instructions, rules and regulations, including health and safety precautions				
<b>SUPERVISOR'S COMMENTS:</b>				
<b>EMPLOYEE'S COMMENTS:</b>				
<b>WORK ATTITUDES</b>				
A. Endeavors to improve work techniques				
B. Accepts new ideas, procedures				
C. Accepts constructive criticism and suggestions				
D. Accepts responsibility				
E. Adapts to emergency situations				
<b>SUPERVISOR'S COMMENTS:</b>				
<b>EMPLOYEE'S COMMENTS:</b>				



	M E E T S  S T A N D A R D S	N E E D S  I M P R O V E M E N T	D O E S  N O T  M E E T  S T D S	N O T  A P P L I C A B L E
<b>RELATIONSHIPS WITH OTHERS</b>				
A. Works well with co-workers				
B. Works well with the public				
C. Cooperates with supervisors and other staff members				
D. Observes established channels of communication				
<b>SUPERVISOR'S COMMENTS:</b>				
<b>EMPLOYEE'S COMMENTS:</b>				
<b>SUPERVISOR ABILITY (where applicable)</b>				
A. Demonstrates leadership ability				
B. Makes timely decisions				
C. Is fair and impartial in relationship with subordinates				
D. Trains and instructs subordinates				
E. Maintains acceptable performance standards among employees				
<b>SUPERVISOR'S COMMENTS:</b>				
<b>EMPLOYEE'S COMMENTS:</b>				

**DEPARTMENTAL GOALS & OBJECTIVES/EXPECTATIONS:**

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**COMMENTS OF IMMEDIATE SUPERVISOR WHO PERFORMED THIS EVALUATION:**

**RECOMMENDATIONS:**

**FOR PURPOSES OF GRANTING MERIT COMPONENT FOR ARTICLE 12, THE FOLLOWING SHALL BE COMPLETED**

\_\_\_\_\_ **MEETS STANDARDS**  
\_\_\_\_\_ **NEEDS IMPROVEMENT**  
\_\_\_\_\_ **DOES NOT MEET STANDARDS**

**FOR PROBATIONARY EMPLOYEES ONLY:**

\_\_\_\_\_ Retention (probationary)                      \_\_\_\_\_ Dismissal  
\_\_\_\_\_ No Action Required                                      \_\_\_\_\_ Other

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Signature, Official Title, and Grade of Immediate Supervisor

Date

**COMMENTS OF INTERMEDIATE SUPERVISOR:**

\_\_\_\_\_  
Signature, Official Title, and Grade of Intermediate Supervisor

\_\_\_\_\_  
Date

**COMMENTS OF DEPARTMENT MANAGER/HUMAN RESOURCES OFFICE REVIEWING EVALUATION:**

\_\_\_\_\_  
Signature and Official Title of Department Manager

\_\_\_\_\_  
Date

**COMMENTS OF EMPLOYEE:**

\_\_\_\_\_  
Signature of Employee Being Evaluated  
(Does not imply agreement or disagreement with evaluation)

\_\_\_\_\_  
Date

**SIDE LETTER OF AGREEMENT**  
**between the**  
**University of Massachusetts Dartmouth**  
**and the**  
**AFT Massachusetts Maintainers AFL-CIO, Local 6350**

**Campus Closing for the Holidays**

**Section 1.** For the 2009-2010 year the parties agree that the campus will be closed for a two-week period falling around the December and January holidays. Some positions will be designated as "Closing Exempt" by supervisors with the approval of the appropriate Division Head by November 1.

**Section 2.** Employees in non-closing exempt positions may choose to work during the closing. Employees choosing to work may have to work out of title. Employees working out of title will be compensated at their regular rate of pay. Employees working out of title must be qualified to perform the duties of the work, but will not perform the duties of the following: Plumber & Steamfitter I in Housing area; Painter I in Housing area; Trades worker in the Electrical Shop; Trades worker in the Masonry Shop; HVAC Mechanic in Housing area; Painter II.

**Section 3.** Employees who choose not to work must use compensatory, personal, or vacation time during the closing or will be on a "no pay status" for that time period.

**Section 4.** In the event it is necessary, staffing needs will be filled by inverse seniority, those with the least seniority shall be the first selected.