

AGREEMENT

Between the

BOARD OF TRUSTEES

of the

**UNIVERSITY OF MASSACHUSETTS
DARTMOUTH CAMPUS**

and

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93, LOCAL 507**

July 1, 2020 through June 30, 2023

AFSCME

July 1, 2020 - June 30, 2023

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(Note: These are not part of the Collective Bargaining Agreement, but represent separate agreements between the union and the University. They are published here for convenience.)

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PREAMBLE

This Agreement entered into by the University of Massachusetts Dartmouth, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Council 93, Local 507, AFL-CIO, hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems and has as its purpose the promotion of harmonious relations between the Employer and the Union.

The parties are committed to the creation and maintenance of a work environment where employees and supervisors treat each other with dignity, respect, and civility.

DEFINITIONS

1. BOARD - The term "Board" shall mean the Board of Regents of Higher Education.
2. CHIEF EXECUTIVE OFFICER OF THE CAMPUS (CEO) - The term "Chief Executive Officer of the Campus," hereinafter in this Agreement "CEO," shall mean the Chancellor of the University of Massachusetts at Dartmouth, or his/her designee.
3. DAY - Except as is otherwise provided in this Agreement, the term "day" shall mean a calendar day inclusive of any Saturday, Sunday, skeleton day or holiday.
4. EMPLOYER - The term "Employer" shall mean the University of Massachusetts Dartmouth.
5. IMMEDIATE SUPERVISOR - The term "Immediate Supervisor" shall mean the immediate work supervisor, designated by the CEO, who may or may not be a unit member.
6. SENIORITY - Except as is otherwise provided in this Agreement, the term "seniority" shall be defined as length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the University.
7. DOMESTIC PARTNER - A person of the same sex with whom the unit member has a committed relationship which involves a personal and economic bond.
8. TOUR OF DUTY - The term "Tour of Duty" shall mean that period of time regularly assigned to an employee as his/her regular daily work period.
9. UNION - The term "Union" shall mean the American Federation of State, County and Municipal Employees, Council 93, Local 507, AFL-CIO.
10. VACANCY - A position available to be filled as determined by the employer, which shall not include a position to which the employer has involuntarily transferred an employee, pursuant to Article 19, Section 8, herein.
11. WORK WEEK - The term "Work Week" shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours, standards of productivity and performance and other terms and conditions of employment for all full-time and regular part-time employees in this bargaining unit as certified on December 29, 1997. A regular part-time employee is defined as an employee who is expected to work 50% or more of the hours in a work year of a full-time employee in the same title.

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

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

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from institute, grant or contract funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective institute, grant or contract funding source and the level of funding there under so allow, as determined by the CEO.

ARTICLE 2 SCOPE OF AGREEMENT

Section 1.

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 there under namely: the Second Paragraph of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A; Paragraphs (4) and (5) (Gray Book), formerly paragraphs (5) and (6) of Section Forty-Five; Paragraphs (1), (4) and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

Section 2.

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

Section 3.

No addition to, alteration, modification, 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 mutually agreed to, in writing, by the parties to this Agreement.

Section 4.

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.

Section 5.

In the event that during the term of this Agreement, but subsequent to its execution by the parties, a collective bargaining agreement is both submitted by either the Governor or the Secretary of Administration and Finance and said agreement is funded by the Legislature, and in the event that said agreement involves non-public safety employees of the Commonwealth's Executive Branch, the Board of Higher

Education or the Board of Trustees of the University of Massachusetts, and in the event such agreement provides bonuses or salary increases which are of greater total value than the bonuses or salary increases provided in this Agreement in combination with the agreement which it succeeds, the parties agree to re-open those provisions of this Agreement to further bargaining.

ARTICLE 3 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. No provision shall be construed to restrain the University from the management of its operations, including but not limited to:

1. The determination of the standards of service to be provided and standards of productivity and performance of its employees.
2. The right to determine the size and composition of the work force.
3. To determine educational 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.
8. To promulgate reasonable rules and regulations.
9. To select supervisory and managerial employees.
10. To discipline, demote and discharge employees.
11. To contract out work.
12. To control and determine the state of products which may be used by employees.
13. To determine the time for work, staffing pattern and work area.
14. To determine the method and place of performing work including the right to determine that the University's work force shall not perform certain work.
15. To transfer employees from one administrative area to another.
16. To schedule work, shifts, and work breaks.
17. To determine the method of performing work including the introduction of improved methods and facilities.
18. To determine whether such work shall be performed by bargaining unit employees or others.
19. To fix standards of quality and quantity for work to be done.
20. To determine whether any part of the whole of its operations shall continue to operate.
21. To establish, to change, or abolish any service.
22. To maintain order and efficiency in its facilities and operations.
23. To determine the duties of employees.
24. To hire, layoff, assign, transfer, and retrench.
25. To determine the qualifications of employees.

26. To promote employees.
27. To upgrade, allocate, reallocate, or classify employees.
28. To determine the starting and quitting time.
29. To require overtime.
30. All other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law.

Any management right set out in this Article shall be subject to the Grievance and Arbitration provisions herein.

ARTICLE 4 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 thereof. Such consent shall be in a form acceptable to the Employer/Union and shall bear the signature of the employee. An employee may withdraw his/her Union dues check off authorization by giving at least sixty (60) day's notice in writing to the Office of Human Resources and the Secretary/Treasurer of the Union.

Section 3.

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

Section 4.

The University shall deduct weekly dues or any agency service fee from the pay of employees who request such deduction in accordance with this Article and transmit such funds in accordance with University policy to the Treasurer of the Union together with a list of part-time and full time employees whose dues or agency service fees are transmitted, provided that the University 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 for the faithful performance of his/her duties, in a sum and with such agency or securities as are satisfactory to the University.

The parties agree to deduct from the pay of unit employees dues or agency fees on a bi-weekly basis and to remit the dues or fees on a monthly basis that will be established at the campus.

ARTICLE 5 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 equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 6 UNION BUSINESS

Section 1. Union Representatives

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

Section 2. Union Officials

Except as hereinafter provided, Union business shall be conducted by Union Officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. In addition, release time for the Union President, will be limited to 3.5 hours per week on a mutually agreed upon week day derived by Union President and Department Head. Grievants shall be permitted to have time off without loss of pay for processing their grievance through the contractual grievance procedure, except that for class action grievances, no more than three (3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner which shall not be disruptive to the University's operations or any employee's work. The Union will furnish the University with a list of the designated Union officials.

Section 3. Paid Leave of Absence

- A. Leaves 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 the prior approval of the CEO. Persons designated as alternate delegates shall not be granted paid leave of absence to attend such conventions.
- B. Leaves of absence without loss of wages, benefits or other privileges may be granted to the Union negotiating committee members for the attendance at negotiation sessions with the Employer and related Union caucuses. Such leave will require the prior approval of the CEO.
- C. Leaves of absence without loss of wages, benefits or other privileges may be granted for attendance at joint labor management meetings. Such leave will require the prior approval of the CEO.

D. Leaves of absence without loss of wages, benefits or other privileges may be granted to Executive Board members for attendance at six Executive Board meetings per year. Such leave will require the prior approval of the CEO. The number of paid attendees and the duration of the meetings shall not exceed past practice.

Section 4. Unpaid Union Leave of Absence

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

Section 5. Attendance at Hearings

- A. Designated Union officials may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the CEO.
- B. Witnesses called by the Union to testify at a Step 4 hearing may be granted time off without loss of benefits or other privileges (not including wages).
- C. All leave granted under this section shall require prior approval of the CEO.

Section 6. Union Use of Premises

- A. The Union shall be permitted to use the same or similar facilities of the University 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 University'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 this contract.
- B. Unit members shall continue to be permitted access to the same or similar facilities as approved and provided in the past.
- C. The University shall provide a Union office at each campus.

Section 7. Bulletin Boards

The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the University 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 faction thereof.

Section 8. Employer Provision of Information

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

1. Every month, a list of all new employees in the bargaining unit and their date of employment and classification, **title and last date of hire.**
2. Every month, a list of all unit employees who have been **separated.**
3. A list of unit employees who withdrew check off authorizations within two months of such withdrawal.
4. Every month, a list of all unit employees not on dues or agency fee check off and who are off payroll for any reason the week of deduction.
5. Provide the name and change of title for all individuals who received a management review or individual appeal.
6. Every **three** months, a list of all AFSCME-type "**Temp.**" employees with their date of hire, source of funding and department.
7. On-line access to an electronic/printable version of the current collective bargaining agreement and wage tables.

Where the University has been providing this or other 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 provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new unit employees during which time a Union representative may discuss the Union with the employees.

ARTICLE 7
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1.

The parties agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sexual orientation, sex, **gender expression**, age, mental or physical handicap or veteran status.

Section 2.

The parties agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, age, sex, national origin, mental or physical handicap or veteran status, specific positive and aggressive measures must be taken to redress the effects of past discrimination, to eliminate present and future discrimination, and to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. The parties acknowledge the need for positive and aggressive affirmative action.

Section 3.

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

Section 4.

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

**ARTICLE 8
FAIR PRACTICES**

Section 1.

The Board and/or the Union recognize and affirm their commitment to the policy of non-discrimination with regard to race, color, religious creed, national origin, age, religious affiliation (if any), sex, marital status, handicap status or sexual orientation. The parties agree that no employee shall be subjected to sexual harassment. The terms of this Agreement shall not be applied in an arbitrary or capricious manner.

Section 2.

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

Section 3.

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

ARTICLE 9
ADMINISTRATIVE COMPUTING AND PAYROLL SYSTEMS

The parties acknowledge that the University has implemented new administrative computing systems, which include Financial Reporting, Student Information Systems (SIS), and Human Resources Information/Payroll Systems. The University and the Union will establish a Special Labor-Management Committee made up of an equal number of Union representatives and Management representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit.

**ARTICLE 10
WORKWEEK AND WORK SCHEDULE**

Section 1. Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one half (37 1/2) hours per week excluding meal periods as has been established for that job title at the particular job location.
- B. When the CEO desires to change the regular work schedule of an employee, the affected employee shall receive at least ten (10) working day's written notice of such contemplated change, except in cases of emergency involving the protection of the property of the University or involving the health and safety of those persons whose care and/or custody have been entrusted to the University. The regular work schedule of an employee shall not be changed to avoid the payment of overtime.
1. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.
 2. The work schedule, both starting times and quitting times, of employees shall be posted at least ten (10) working days in advance on a bulletin board at each work location and also made available to employees and Union stewards.
- C. To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This sub-section shall not apply to employees in authorized flexible hours programs. The starting and quitting time for each employee shall be uniform and consistent unless changed in accordance with the provisions of this Article. Regularly scheduled work shifts shall have at least sixteen (16) hours between quitting and starting time, unless waived by the Union and CEO/designee.

- D. Each employee shall be required to record his attendance in accordance with procedures which may be established in writing from time to time by the CEO. Thirty (30) days prior to any change in the existing method of recording attendance the CEO will notify the Union of such change and will meet and confer with the Union to discuss such change.
- E. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor and the approval of the University Personnel Officer or designee.
- F. In the event an employee reports to his/her place of work at his/her regularly scheduled time, he/she shall not be sent home if his/her tour of duty was rescheduled without a ten (10) day notice; he/she shall be allowed to work the regularly scheduled tour of duty.

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.
- B. An employee whose regular work week is less than forty hours shall be compensated at his/her regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of his/her regular work week.
- C. Compensatory time off, computed at time and one-half in lieu of overtime compensation may be authorized by the CEO upon request of the employee.
- D. The CEO shall not, for the purpose of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the work week in which the employee has previously worked hours beyond his/her normally scheduled workday.
- E. With the exception of paid sick and family sick leave, all time for which a unit member is on paid leave status shall be considered time worked for the purpose of calculating overtime compensation. If sick leave is taken in a week of mandatory overtime, an employee may substitute three (3) days per year for alternative time (vacation, holiday, compensatory, or

personal time) and up to two (2) days per year of sick time (with medical evidence provided). Implementation of this provision shall be subject to guidelines developed by the Labor/Management Committee.

- F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- G. Overtime shall be distributed as equitably and impartially as practicable among employees in each work location who ordinarily perform such work in the normal course of their work week. In the case of special events, overtime should first be offered to the primary person responsible for scheduling/planning the event. Department heads and Union representatives at each location shall work out procedures for implementing this policy of distributing overtime work. Such policies shall be approved by the CEO.
- H. The CEO shall make every effort to send out checks for overtime work no later than the first payroll period following the payroll period of the overtime work, but in no event later than the second payroll period thereafter.
- I. Overtime worked by members of the bargaining unit shall be posted or made available on a monthly basis, to the Union President.
- J. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the CEO when it is determined by the CEO that the work must be performed on an overtime period or involves the protection of persons or property of the University. Prior to invoking compulsory overtime, if safety and security permits, the CEO will solicit volunteers using the procedures developed by the University in Part G of this Section. If volunteers are not available, the CEO will order in an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.
- K. The provisions of this Section shall not apply to employees on full travel status.

Section 3. Regular Meals

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

Section 4. Rest Periods

Rest period of a maximum of fifteen (15) minutes shall be given to employees in each one-half (1/2) tour of duty.

Section 5. Call-Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This section shall not apply to any employee who is called in to start his/her shift early and who continues to work that shift; nor shall it apply to overtime work that is scheduled in advance.

Section 6. Stand By

- A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate not to exceed ten (10) dollars for such stand-by period.
- B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.
- C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to stand-by duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.

Section 7. Shift Differential

- A. Employees of the University rendering service on a second or third shift as hereinafter defined shall receive a shift differential of 75 cents per hour for each hour worked.
- B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.
- C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis replacing a worker who normally works such second or third shift will receive an hourly differential pursuant to paragraph A of this section.
- D. For Employees who are required to work a second or third shift as governed by paragraph C of this Section, overtime shall be compensated at the rate of time and one half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

Sections 8. Weekend Differential

- A. Employees of the University rendering service on a weekend shift as hereinafter defined shall receive a weekend differential of seventy- five (.75) cents per hour for each hour worked.
- B. A weekend shift shall be defined as: Saturday (commencing at 9:00 PM or after on Friday and ending not later than 9:00 AM on Sunday) or Sunday (commencing at 9:00 PM or after on Saturday and ending not later than 9:00 AM on Monday).
- C. The above hourly differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a weekend shift.
- D. Employees shall only be eligible to receive the weekend differential on either Saturday or Sunday (as defined in paragraph B) but not both within the same weekend.

Section 9. Holiday Differential

Employees who are required to work on the holidays designated below shall have their choice of receiving compensation for working said holiday in one of the following ways:

OPTION A: At a rate of two (2) times his/her regular daily rate of pay (in accordance with Article 14, Section 4); or

OPTION B: One (1) day pay at his/her regular rate in addition to one and one-half (1 ½) compensatory days off with pay, to be taken within 120 days following the holiday at a time approved by the CEO. This compensatory time cannot be converted to cash payment.

2. Eligibility for This Choice of Differentials shall be the following:

- Employees of the Library Department who are required to work on President's Day, Patriot's Day, Columbus Day, and Veteran's Day
- Employees in other departments which are open and for which said employees are required to work on Labor Day

Members who work in the Claire T. Carney Library on the above stated Holidays will be paid in accordance with Article 10, Article 14 and this section and shall receive an additional shift differential of seventy-five cents (\$0.75) per hour for each hour worked.

Section 10. Clean-Up

Employees working in jobs which are especially dirty or which require clean-up for reasons of safety or health shall be granted up to a maximum of ten (10) minutes,

depending upon the need, to be used as personal clean-up time to meal period and at the end of a work shift.

Section 11. Continuing Practices

For the duration of this Agreement, employees covered by this Agreement shall continue to retain these provisions:

- A. An employee shall normally be assigned duties by his/her regular supervisor.
- B. Each employee shall have access to all materials, equipment, foods, work areas and telephones necessary to perform duties and as required to take care of emergency situations.
- C. The University shall enter into full discussion with the Union prior to engaging in on-the-job time-study projects.
- D. Bi-weekly paychecks shall be made available to employees as early as possible on Fridays, or before.
- E. No managerial employee, as defined by the Massachusetts Public Employee Collective Bargaining Law (Chapter 150E), who is excluded from the terms of this Agreement, shall perform the work of any employee covered by this Agreement, except in the case of an emergency, excessive absence of employees from work, lack of an adequate number of employees or for the purpose of providing instruction or training of employees.

**ARTICLE 11
LEAVE**

Section 1. Sick Leave

- A. A full-time employee shall accumulate sick leave with pay credits 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 leave shall accumulate sick leave credits.

- B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.

- C. Sick Leave shall be granted, at the discretion of the CEO, and shall not be unreasonably denied, to an employee only under the following conditions:
 - 1. When an employee cannot perform his/her duties because he or she is incapacitated by personal illness or injury;

 - 2. When the spouse, domestic partner, child or parent of either an employee or his/her spouse or domestic partner, or a relative living in the immediate household of an employee, is ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per fiscal year;

 - 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others;

 - 4. To keep appointments with health care professionals. In such instances the normal requirement of advance notice will be at least five (5) working days. The parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.

- D. A full-time employee shall not accrue sick leave credit for any hour in which he/she was on leave without pay or absent without pay.

- E. Where the CEO has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within two (2) working days of either the date of suspected abuse or return of the employee, whichever is later. This request shall be reduced to writing and shall cite specific reasons for the request. To the extent practicable, the employee shall receive prior notice that the employer believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave. All physician statements will be submitted directly to the Office of Human Resources. Failure of an employee to present such medical evidence within seven (7) working days after such request has been made by the CEO, may, at the discretion of the CEO, result in the absence being treated as absence without pay. The CEO may, at his/her discretion, grant the employee reasonable time during the employee's regular tour of duty, if necessary, to seek the proper medical evidence as required above.
- F. The CEO may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties. An employee absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the CEO with reasonable notice of his/her intent to return.
- G. 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 be less than the actual time off.
- H. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence. Such leave shall be charged on the same basis as provided in subsection G.

However, in cases where the employee is abusing sick leave, there shall be no-rollover to personal leave or vacation leave. Abuse includes, but would not be limited to: a) a request to use accrued leave is denied and the employee is absent due to illness on the same day for which the requested leave was denied; b) when the employee has exhibited a suspicious pattern of sick leave usage. In these cases, if the employee has no sick leave credits, the employee shall be denied the use of personal leave or vacation leave. Such leave shall be unpaid.

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

1. Illness of said employee;
2. Dismissal through no fault or delinquency attributable solely to said employee; or
3. Injury while in the employment of the Employer in the line of duty, and for which said employee would be entitled to receive Workers' Compensation benefits.

A person whose employment by the University of Massachusetts is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, or any state agency outside the University of Massachusetts shall not be transferred to state service.

- J. A regular part-time employee shall not accrue sick leave credits for any payroll month in which he/she was on leave without pay or absence without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.
- K. Notification of absences under this Article must be given to the designated representative of the CEO at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the CEO be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence. Upon any change in the method of reporting during the term of the Agreement, the University Human Resources Officer shall notify each employee of the method by which such employee shall report such absence.
- L. No employee shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee, excluding any extended Sick Leave provisions.
- M. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.

- N. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- O. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.
- P. The employee may exercise the option to receive, at the end of the fiscal year, either in cash or by deposit to a TSA account (if possible) a dollar amount equal to 50% of their annual unused sick leave credits up to a maximum of six (6) days based on the table below. In order to exercise this option, an employee must cash in all sick days that are earned and accrued during the current fiscal year in excess of six (6) days. The decision to cash in sick days must be made by the employee by May 1 of the fiscal year. Sick days cashed in shall be deducted from the employee's sick leave balance.

<u>ANNUAL SICK LEAVE USED</u>	<u>CASH IN ALLOWED</u>
0 days/hours	6 days = 45.00 hours
1 day = 7.50 hours	5 days = 37.50 hours
2 days = 15.00 hours	4 days = 30.00 hours
3 days = 22.50 hours	3 days = 22.50 hours
4 days = 30.00 hours	2 days = 15.00 hours
5 days = 37.50 hours	1 day = 7.50 hours

Q. The following provision shall apply to unit members newly hired on or after July 1, 2014. The maximum sick leave accrual shall be 120 days. Sick days earned in excess of the maximum days shall be forfeited and shall not be rolled over into any other form of paid leave.

Section 2. Paid Personal Leave

In the first full bi-weekly payroll period of the new calendar year, full time employees will be credited annually with eight (8) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the employee and approved by the CEO, provided that such request complies with prior existing contractual language. The parties recognize that there may be instances when, due to unforeseen circumstances, requests may be made with minimal notification to supervisor and shall be made as early as possible to the supervisor. 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 days for regular part-time employees will be granted on a pro-rata basis. Personal leave

may be available in units of two hours and may be used in conjunction with vacation leave.

Full-time employees hired or promoted into the bargaining unit on or after the beginning of each fiscal year will be credited with personal leave days in accordance with the following schedule:

Date of Hire/Promotion into Unit	Personal Leave Days Credited
January 1 to March 31	8
April 1 to June 30	6
July 1 to September 30	4
October 1 to December 31	2

Section 3. Bereavement Leave

Upon evidence, satisfactory to the CEO, of the death of a spouse, domestic partner, child, step-child, parent, step-parent, brother, sister, grandparent, or grandchild of an employee, or parent of spouse or domestic partner, or person living in the immediate household, an employee shall be entitled to leave, without loss of pay, for a maximum of four (4) consecutive working days.

In the event of the death of an employee's son-in-law or daughter-in-law or of the spouse's or domestic partner's brother, sister, grandparent or grandchild, a maximum of three (3) consecutive working days shall be available for use by an employee. 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.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to the CEO of the death of one of the above-named relatives, and may be granted at the discretion of the CEO.

Section 4. Voting Leave

An employee, whose hours of work preclude him/her from voting in a town, city, state or national election shall upon application, be granted a voting leave with pay, not to exceed two (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 duty fees for jury service upon presentation of the appropriate court certificate of service shall either:
 - 1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
 - 2. remit to the University the jury fees if less than his/her regular rate of compensation for the period involved.
- C. Jury fees, for the purpose of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.
- E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court services 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 services will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.
- G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

Section 6. Military Leave

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

Section 7. Maternity and Adoptive Leave.

- A. A full-time employee who has completed the probationary period, or, if there is no such probationary period, has been employed for at least three (3) consecutive months, and who is absent from employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth or adopting a child, shall be granted a maternity leave without pay if the request for such leave is made to the CEO at least two (2) weeks in advance of the anticipated date of departure.

Any employee who is granted such maternity or adoptive leave shall be on paid leave for the first ten (10) days of such leave; said paid time shall not be charged to the employee's leave balances; if an employee's spouse is a University employee and is also requesting such leave for the birth/adoption of the same child, then the aforementioned ten (10) days shall be the total for both parents.

If an employee has accrued sick leave, compensatory time, personal leave or vacation credits at the commencement of the maternity or adoptive leave, the employee may use such leave credits for which he/she may be eligible under the sick leave or vacation provisions of this Agreement.

- B. At the expiration of the maternity or adoptive leave, the employee will be restored to his/her previous position or similar position with the same status, pay and length of service credit as of the date of his/her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights and benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- C. Notwithstanding any other provisions of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of her leave.

Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the CEO. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave or compensatory time to cover this period of absence. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages.

Not later than two (2) weeks prior to the expiration of the eight-week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

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

Section 8. Parental Leave

Upon written application to the CEO, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months, and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding six (6) months. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.

An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three years of age, may have his/her group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premiums as she/he would have paid had such leave not been taken.

Section 9. Family Leave

- A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed his/her probationary period, or, if there is no probationary period, who has been employed at least three (3) consecutive months, who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted Family Leave for a period not exceeding twelve (12) weeks. Such leave shall be without pay or benefits for such period. The CEO may, in his/her discretion, assign an employee to back fill for an employee who is on Family Leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care of, the employee's spouse, domestic partner, parent, grandparent, grandchild or relative living in the same household.
- B. Ten (10) days of family leave may be taken in not less than one-day increments. Such leave requires the prior approval of the CEO.
- C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of his/her family leave, that employee may use such leave credits for which she/he may be eligible under the sick leave, personal leave or vacation leave provisions of this Article.
- D. Between periods of family leave, where an employee returns to the payroll for a period of less than two weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

Section 10. Unpaid Personal Leave

Unpaid personal leave, other than hereinbefore specified, may be granted by the CEO, upon the written request of the employee, at least thirty (30) days in advance. Approval may not be unreasonably denied.

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

Section 11. Delegates

Leave of absence without pay may be granted to a unit member or members who are delegates to state or national conventions of fraternal and/or civic organizations. Leaves of absence with pay may be granted to a unit member to participate as an Honor Guard in Funerals of Deceased Veterans.

Section 12. Civil Defense

Leave of absence without pay may be granted to unit members who are Civil Defense Officers for the purpose of participating in local, state-sponsored and federal seminars and programs designed to improve his/her knowledge and understanding of Civil Defense.

Section 13. Donating Blood

Leave of absence with pay may be granted for the purpose of donating blood, not to exceed two (2) hours.

Section 14. Service Recognition Days

During the year immediately following employee's 20th, 25th, and 30th anniversary date and beginning on the employee's anniversary date, the employee shall be entitled to a Service Recognition Day, with pay, pursuant to this schedule:

- Following the 20th anniversary: 1 day
- Following the 25th anniversary: 2 days
- Following the 30th anniversary: 3 days

Said day(s) must be used prior to the employee's next anniversary date (one year) or be forfeited.

FAMILY AND MEDICAL LEAVE ACT: The parties agree that they are governed by the provisions of the Family and Medical Leave Act and where those provisions are more generous than the contract the Family and Medical Leave Act will prevail.

ARTICLE 12 EXTENSION OF SICK LEAVE

Section 1.

Five (5) working days after a unit member has exhausted all of his/her sick leave, vacation leave, and personal leave, he/she shall be eligible for an extension of sick leave; provided that such unit member has been employed a minimum of twelve (12) consecutive months (or twelve (12) months for those subject to a periodic layoff) prior to the commencement of such extension of sick leave.

In anticipation of the exhaustion of all paid leave, a unit member shall forward a request to the CEO of the Campus on the form entitled Request for Extension of Sick Leave (Appendix E). He/she shall act upon such request and forward the decision in writing to both the unit member and the appropriate union official of the member's unit within ten (10) days of receipt. The approval of such request will be effective at the beginning of the sixth (6th) day of unpaid leave. The granting of an extension of sick leave shall be subject to the sole discretion of the CEO of the Campus.

All requests for an extension of such leave shall be given due consideration and shall not be grievable.

Such extensions shall be available only for illness of the unit member and not for illness of his/her immediate family. Further, an employee on an industrial accident leave shall not be eligible for an extension of sick leave.

Section 2.

Extensions may be available for a period of up to sixty (60) days annually beginning on the date of the first extension. Unit members, having been granted an extension of sick leave, shall be required to submit a physician's statement after each twenty (20) calendar days of granted leave.

Notwithstanding the above, in extraordinary circumstances, and in accordance with the terms and conditions governing the application and granting of leaves as such are set forth in Section 1 of this Article, a unit member may be granted an additional fifteen (15) days of extension of sick leave during the twelve (12) month period commencing upon the granting of the first such extension. Such additional extension of sick leave may commence immediately upon the conclusion of an earlier extension of sick leave or may be granted at any time during the remainder of the applicable twelve (12) month annual period. A unit member need not serve a period of unpaid leave prior to being eligible for this fifteen (15) days additional extension of sick leave.

Section 3.

Understanding that the health and welfare of unit members is of mutual concern, the CEO of the Campus, in evaluating a request, shall consider the following:

Cost: Consideration shall be given to the projected cost incurred to implement the request, including the temporary filling of the position, if necessary.

History of sick leave usage: Consideration shall be given to the previous use and/or abuse of leave benefits. Input must be sought from the employee's supervisor(s) and pertinent attendance or personnel records.

Length of request: The provision is not intended to provide for long term or permanent disabilities. There should be a reasonable expectation of return to full-time duties as evidenced by a physician's statement.

Section 4.

During the period of an extension of sick leave, an employee shall not be entitled to accrual of vacation or sick leave as provided for in Articles 11 and 13 of this Agreement.

**ARTICLE 12B
HEALTH PROMOTION PROGRAMS**

The University and the Union, recognizing that the health of an employee greatly affects the quality of his/her work, shall encourage unit employees to take advantage of any new or existing programs and facilities that will help to maintain their mental and physical well-being. In addition, the University will continue to plan programs aimed at serving the University employees.

**ARTICLE 13
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 payroll month of employment, as follows:

<u>Length of continuous full-time creditable service of each applicable month.</u>	<u>Vacation Leave Accrued</u>
Less than fifty-four (54) months (Less than 4 ½ years).	total of 10 days per yr (earned pro-rated biweekly.)
Fifty-four (54) months, but less than one hundred fourteen (114) months (4 ½ - 9 ½ years).	total of 15 days per year (earned pro-rated biweekly.)
One hundred fourteen (114) months, but less than two hundred thirty- four (234) months (9 ½ -19 ½ years).	total of 20 days per year (earned pro-rated biweekly.)
Two hundred thirty-four (234) months or more (19 ½ or more years).	total of 26 days per year (earned pro-rated biweekly.)
Three hundred (300) months but less than three hundred sixty (360) months	total of 27 days per year (earned pro-rated biweekly.)
Three hundred sixty months or more	total of 28 vacation days (earned pro-rated biweekly.)

- B. For determining vacation status under this Article, "creditable service" shall be used. All service beginning on the first working day of the first full payroll month at the University 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 University up to the end of each full payroll month of service rendered shall constitute the "creditable service" which shall be used to establish vacation credits 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 paragraphs A and B, above. An employee on any leave with pay shall accumulate vacation credits.

Section 2.

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

Section 3.

Vacation leave shall be accrued on an hourly basis in accordance with Section I.C. above, and shall be credited on a bi-weekly basis; said credits 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 who is absent without pay and/or on leave without pay shall not accrue vacation leave for such hours the employee remained in an unpaid status.

Section 6.

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

Section 7.

An employee may request vacation leave when it becomes available. Vacation leave requests shall be granted unless in the CEO's opinion it is impossible or impracticable to do so because of emergencies, work and/or conflicting schedules. The CEO shall make reasonable efforts to insure that an employee, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation credits.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than two-hundred seventy (270) calendar days (9 months) nor less than two-hundred fifty six (256) calendar days in advance of the first day requested. (An employee wishing to file such request earlier than two-hundred seventy (270) days prior to the first day requested may do so but preference will be determined as of the 256th day in advance of the first day requested.) The CEO shall respond to this request in writing, indicating whether s/he can reasonably schedule such vacation, at least two-hundred forty nine (249) calendar days in advance of the first day requested.

When vacation requests are submitted less than two-hundred fifty six (256) calendar days in advance such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of receipt of such request.

No employee shall carry more than sixty-four (64) days of vacation leave credit.

An employee who has available unused vacation leave, and who because of the provisions of Section 7 of this Article would lose such vacation leave, shall have such leave converted to sick leave on the last day of the month in which vacation would be lost if not taken. However, for those employees hired on or after July 1, 2014 any vacation days earned in excess shall be forfeited and shall not be rolled over into sick leave, compensatory time, or any other form of paid leave.

Section 8.

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

In cases where the employee is abusing sick leave, personal leave or vacation leave shall not be charged. Abuse includes, but would not be limited to: a) a request to use accrued leave is denied, and the employee is absent due to illness on the same day that had been previously denied; b) when the employee has exhibited a suspicious pattern of sick leave usage. If the employee has no sick leave credits, such leave will then be unpaid.

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 been accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefore. The CEO shall authorize payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:

First: To the surviving beneficiary, or beneficiaries, if any, lawfully designated by the person under the State Employees' Retirement System;

Second: If there be no such designated beneficiary, to the estate of the deceased.

Section 11.

An employee who is eligible for vacation under these rules, whose services are terminated for any reason, shall be paid an amount equal to the vacation that had been accrued prior to such termination but which had not been used provided that no monetary or other allowance had already been made therefore.

Section 12.

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

- a. Illness of the employee.
- b. Dismissal through no fault or delinquency attributable solely to the employee.
- c. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

Section 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 Chapter 708 Acts of 1941 as amended, and who, upon honorable discharge from such service in said Armed Forces, returns to the service of the College/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, provided that no monetary or other allowance has already been made therefore.

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 employee in any full payroll month of employment after he/she returns from military service.

Section 15.

Vacation leave shall accrue to an employee while on leave with pay status or on industrial accident leave, excluding employees on extended sick leave in accordance with Article 12.

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.

Vacation status previously earned by an employee while in the employ of the Commonwealth or any of its cities, towns or municipalities prior to employment as a member of one of the bargaining units shall be retained by such employee, provided that no break in service of three (3) years or more occurred between termination of such prior employment and the commencement of employment by the Board. An employee in order to retain such previously earned status must submit to the CEO, within thirty (30) calendar days of employment, evidence attesting to such prior employment and such status.

ARTICLE 14 HOLIDAYS

Section 1.

The following days shall be holidays for employees:

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

Section 2.

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

Section 3.

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

In the matter of holiday compensation for members with a compressed schedule the following will apply:

- **Full-time unit employees** who are relieved from working a regularly scheduled day on a day designated as a holiday are entitled to basic pay for the number of hours of the employee's compressed work schedule on that day.
- **Full-time unit employees** who are not scheduled to work on a day designated as a holiday are entitled to compensatory time. Said time is pro-rated by dividing the total number of scheduled hours for the work week by five.
- **Part-time unit employees** who are relieved from working on a day designated as a holiday are entitled to basic pay for the number of hours of the employee's compressed work schedule on that day.
- **Part-time unit employees** who are not scheduled to work on a day designated as a holiday are not entitled to any compensation or compensatory time for that day.

Employees subject to periodic layoff may use earned compensatory time, with the prior approval of their supervisor, at any time prior to June 30th of the fiscal year in which such time is earned.

Section 4.

An employee required to work on a holiday may opt to be compensated at the rate of two (2) times his/her regular rate of pay, or receive pay for one (1) day at his/her regular rate and one (1) compensatory day off with pay within one hundred and twenty (120) days following the holiday, to be taken at a time approved by the CEO.

Section 5.

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. If an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 4.

Section 6.

Whenever the CEO has been informed that any workday has, in whole or in part, been declared a skeleton day he/she shall determine, who among the employees shall be released with pay from the regularly scheduled duties for the duration of the skeleton day.

Section 7.

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

Section 8.

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the CEO at least one hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the employee such notice shall be made as early as possible on the day of absence. An employee who is granted paid leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or a compensatory day off for that holiday

**ARTICLE 15
EMPLOYEE EXPENSES**

Section 1. Travel

When official University business takes an employee out of the employee's officially assigned workplace, the employee is said to be in travel status and shall be reimbursed in accordance with the University of Massachusetts Employee Travel Policy and Guidelines (T92-031). A copy of the University's policy may be obtained from the office of Human Resources.

Section 2. Overtime

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

Breakfast	3:01 a.m. to 9:00 a.m.	\$5.00
Lunch	9:01 a.m. to 3:00 p.m.	\$7.00
Dinner	3:01 p.m. to 9:00 p.m.	\$10.00
Midnight Snack	9:01 p.m. to 3:00 a.m.	\$3.00

ARTICLE 16 PARKING

Section 1.

Proper parking facilities shall be available to the employees covered by this contract within reasonable proximity of their regular work location.

Effective September 1, 2009 the following campus locations shall have sufficient designated parking spaces for AFSCME unit members as follows:

- a. Two (2) or sufficient designated parking spaces at the Tripp Athletic Center
- b. Fourteen (14) or sufficient designated parking spaces in parking Lot C (rear of Pine Dale Hall).

Section 2.

The University shall endeavor to maintain adequate lighting in all parking areas.

Section 3.

The CEO agrees to discuss with the Union any proposed changes in the Parking Program at which time the Union can make recommendations for changes and the CEO will inform the Union and all employees prior to implementing any such changes.

Section 4.

The Union agrees to participate in discussions relative to a paid parking program at the Dartmouth Campus. 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.

**ARTICLE 17
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 the any salary increase contained in this paragraph, an employee must be on the payroll, including any authorized leave of absences, 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 any authorized leave of absences, 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. Salary Placement Upon Hire

All employees hired, reinstated, or re-employed shall be placed on Step 1 of the salary schedule for the job group of his/her position, except in cases of recruit-able titles or in

C. Salary Upon Demotion

Whenever an employee takes a demotion to a position in a lower rated title than the one he/she currently holds, the employee's new salary rate shall be calculated as follows:

- a) Determine the employee's salary rate at his/her current job group;
- b) Find the next lower step within the employee's current job group; or, for employees at the minimum rate within their current job group, multiply the current rate by .96 (a minus 4%);
- c) Compare the resultant amount to the rates for the lower job group into which the employee is being demoted;
In all cases, the anniversary date for such employees shall not be determined by the demotion date, but shall remain, as it does for a lateral move, the anniversary date of the position they accepted before the demotion took place.
- d) The employee's salary rate shall be the first rate in the lower job group which does not exceed the resultant sum.

Section 4. General Provisions

- A. Salary rates of full-time employees are set forth in Appendices A-1 through A-5 (hereinafter referred to as "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.
- D. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 5. Regular Part-Time Employees

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

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

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

cases where an employee is hired at a higher step per section 6 of this Article.

Section 3. Step Rate Increases and Promotions/Demotions/Lateral Moves

A. Step Rate Increase

An employee shall advance under the terms of this Agreement to the next higher salary step in his/her job group until the maximum salary rate, is reached unless he/she is denied such step rate by his/her CEO. 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, provided that the employee receives a performance evaluation rating of at least "Meets Standards" during the 12-month period immediately preceding.

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

B. Salary Upon Promotion

Whenever an employee receives a promotion to a position as defined in Article 19, the employee's new salary rate shall be calculated as follows:

- a) Determine the employee's salary rate at his/her current job group;
- b) 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 current rate by 1.07;
- c) Compare the resultant amount to the rates for the higher job group into which the employee is being promoted; .
- d) The employee's salary rate shall be the first rate in the higher job group which at least equals the resultant sum.

In all cases, the anniversary date for such employees shall become the date of promotion.

C. Salary Upon Demotion

Whenever an employee takes a demotion to a position in a lower rated title than the one he/she currently holds, the employee's new salary rate shall be calculated as follows:

- a) Determine the employee's salary rate at his/her current job group;
- b) Find the next lower step within the employee's current job group; or, for employees at the minimum rate within their current job group, multiply the current rate by .96 (a minus 4%);
- c) Compare the resultant amount to the rates for the lower job group into which the employee is being demoted;
In all cases, the anniversary date for such employees shall not be determined by the demotion date, but shall remain, as it does for a lateral move, the anniversary date of the position they accepted before the demotion took place.
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- D. Employees shall be compensated on the basis of the salary rate for their official job classification.

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

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

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

in-grade in accordance with the provisions of Section 3 of this Article.

- C. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) month

**ARTICLE 18
HEALTH AND WELFARE**

Section 1. Group Health Insurance Contributions

- A. The Commonwealth and each covered employee shall pay the monthly premium rate 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. The current pre-tax treatment of group health insurance contributions shall continue.

Section 2. Health and Welfare Plan

- A. Creation of Trust Agreement

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

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

- B. Funding

Effective the first pay period in January 2019, the Employer agrees to contribute on behalf of each full-time employee equivalent a sum of \$16.50 per calendar week for the duration of the agreement.

The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll.

the equivalent of a lower grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade in accordance with the provisions of Section 3 of this Article.

- C. An employee entering a position within a bargaining unit covered by this Agreement, without a break in service, from a position in a salary grade which is the equivalent of a higher grade in a bargaining unit not covered by this Agreement shall be placed at a step-in-grade within his/her new job based upon the employee's creditable years of service in the equivalent of the new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) month

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The amount of contributions for each year shall be based on the number of full-time equivalent employees as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll.

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

C. Non-Grievability

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

D. Employer's Liability

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

E. Domestic Partner

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 19 PROMOTIONS AND FILLING OF VACANCIES

Section 1. Posting of Vacancies

- A. All vacancies in positions subject to this Agreement (as defined in Definitions, #10) shall be posted for not less than ten (10) calendar days. Postings will be made electronically.

Any employee seeking to be considered for any such vacant position shall submit an electronic application consisting of a cover letter; resume and references via the University's on-line applicant tracking system.

The University, in its sole discretion, may simultaneously post said vacancies both internal to the bargaining unit and external to the bargaining unit. In these cases, the Office of Human Resources shall maintain two separate pools: Pool A (candidates internal to the bargaining unit) and Pool B (candidates external to the bargaining unit). No information on Pool B shall be provided to the Search and Screen Committee and/or the appointing authority until all candidates in Pool A have been processed.

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

1. Job Title
2. Grade and/or Salary Range
3. Application Closing Date
4. A description of Duties and Qualifications, including the official Form 30 job description
5. The Department/Division in which the vacancy is located.
6. If Grant Funded, the Termination Date, source of funding and length of funding, if known
7. Hours and Days of Work (Shifts).

- C. All notices of vacancies of the University shall be posted in at least one conspicuous place and other places customarily used for such purposes. Notice of vacancies will be sent to the designated Union official upon posting.

- D. Any employee seeking to be considered for any such vacant position shall submit a written application in accordance with the procedures and within the time limits prescribed by this Agreement. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

Section 2. Selection

Positions shall be awarded at an appropriate time after consideration of all applicants then available in accordance with the University's Procedures for Recruitment, Selection and Hiring. The Procedures for Recruitment, Selection and Hiring include contractual obligations, as well as applicable laws and regulations related to equal opportunity and affirmative action. 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 delay.

Section 3. Criteria

- A. Applicants for posted positions shall include all employees seeking promotion to a higher job grade; lateral transfer to a different job title in the same job grade; reassignment to another position in the same job title and grade; and demotion to a different title in a lower job grade. All such applicants shall be subject to the same criteria and considered on an equal basis.
- B. The following criteria shall be used by the CEO in selecting a candidate to fill a vacancy, with each of the criteria applied to all candidates for a vacant position:
- Ability to perform the requirements of the position.
 - Work History and Performance.
 - Experience in Related Work.
 - Education and/or Training related to the Position.
- C. If in the judgment of the CEO there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority.

Section 4. Trial Period

- A. An employee who is promoted, or laterally appointed shall serve a three (3) month trial period from the effective date of such promotion, or lateral appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months continuous employment from the most recent date of hire.
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request in writing to discuss the reason(s) for this action. This discussion will take place at the level the decision was made. If the employee is not satisfied with the reason(s) given for his/her

return, he/she may file a grievance at the next higher level of the grievance procedure. Provided however, that there shall be at least one formal grievance hearing held at a campus level.

- C. If the employee is not satisfied with the new position, he/she may elect to return to his/her former position within sixty (60) days after said new appointment. The Union agrees if this happens, they waive re-posting of this position and allow the Employer to pick from the pool of internal candidates from the original posting.
- D. All appointments made pursuant to this Section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment pursuant to this Section shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure. An employee who has been promoted pursuant to this Article and whose promotion is overturned by the Grievance Procedure shall not be terminated but shall return to his/her former position.

Section 5. Unsuccessful Applicants

Unsuccessful bargaining unit applicants for posted vacancies within the bargaining unit shall, within a reasonable period of time, receive a notice of non-selection. At the employee's written request, he/she will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by a local designated union official. If the employee is not satisfied with the reason(s) for non-selection, he/she may file a grievance at the next higher level of the grievance procedure. Provided, however, that there shall be at least one formal grievance hearing held at a campus level. Late notice shall not preclude the filing of a grievance for non-selection.

Section 6. Extension of Seniority

In the case of institute, grant or contract employees, seniority for the purpose of applying for vacant positions shall be extended three (3) months beyond the actual expiration date of the then current funding source.

Section 7. Reduction in Grade

Any employee in a grade higher than that announced in the vacancy notice, may submit an application for the posted vacancy in accordance with the provision of this Article. If the applicant is successful, the reduction in grade will be concurrent with the appointment to the new position.

Section 8. Involuntary Transfers by the Employer

In the event it becomes necessary for the Employer to involuntarily transfer an employee, the employer shall, where practicable, first seek qualified volunteers from among those potentially affected, in order of seniority. If there are no volunteers, the individual transferred shall be the employee with the least seniority among those potentially affected, unless the Employer provides good and sufficient reason why it must be otherwise. The Employer will provide the employee at least twelve (12) working days prior written notice, except in cases involving the protection of the property of the Commonwealth or involving the health and safety of those persons whose care and/or custody have been entrusted to the Commonwealth. In emergency situations, the Employer shall, at the Union's request, provide the reason(s) for the transfer. A declaration of said emergency shall not be used for purposes of avoiding the payment of overtime.

Section 9. Search and Screen Committees

Unit members shall not be required to serve as Chair of Search and Screen Committees for bargaining unit positions. Members of Search and Screen Committees shall be provided with a complete copy of Article 19 of this agreement.

**ARTICLE 20
LAYOFF AND RECALL**

Section 1.

A. Procedures

In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.

B. Notice to Union

In the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union fifteen **(20)** working days prior to the layoff.

C. Meeting with Union

Within three (3) working days of management notice to the Union of an impending layoff, management shall meet with the Union and discuss the impact of the layoff on the affected employee(s).

This discussion shall include, but shall not be limited to the following:

1. Availability of similar positions within the same College/University.
2. Availability of training or retraining programs which may be applicable to the affected employees.
3. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available comparable positions.

D. Notice to Employee

In the event of an actual layoff, management will notify the affected employees in writing as soon as possible, but not less than twenty **(20)** working days, **(concurrent to Notice in Sec. B above)**, in advance of the layoff date and will send a copy of such notice to the Union. Where notices are sent by first class mail, the time shall begin to run one day after the date of the mailing of the notice.

Section 2.

A. Selection for Layoff

In the event the CEO shall lay off employees because of a reduction in force, layoffs shall be conducted by job classification on the basis of the employee's campus seniority provided the employee retained has the ability to perform the job. In the event of a layoff, within a job classification, probationary employees within that job classification shall be laid off first.

B. Layoff

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

C. Bumping

In the event a non-probationary employee is scheduled to be laid off, the laid off employee may elect to move to a vacancy in his/her classification (as outlined in Section 2.B, above) or to any other position of an equal or lower classification for which the employee is qualified and is able to perform the job, **campus seniority shall prevail in permitting such employees to bump** and in which the incumbent is the least senior individual within that equal or lower classification.

Section 3. Recall

A. The CEO shall maintain a recall roster from which laid off employees will be recalled to positions to be filled in accordance with their seniority within classification.

B. A laid-off employee will remain on the recall roster for three (3) years, provided that an employee who is offered recall to a position in the same job classification as the position for which he/she was laid off and who fails to accept such offer within five (5) calendar days or three (3) working days, whichever is greater, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time. The recalled employee may delay his/her return to work for a period of up to fourteen (14) calendar days except in emergency situations after the date of acceptance of recall.

Section 4. Seniority

A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.

- B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.
- C. For purposes of computing seniority under Article 20, a break in service due to approved military, maternity or industrial accident leave shall not constitute a break in continuous service of a unit member.

For purposes of computing seniority under Article 20, a unit member who is laid off from employment and who is recalled to his/her position shall have the period of his/her continuous service reduced by the amount of time that the period of layoff exceeds three months.

Section 5.

This Article shall not apply to employees paid from institute, grant or contract funds and in the event management becomes aware of an impending reduction in the work force, it shall, when practical, notify the Union fifteen (15) working days prior to the layoff. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.

Section 6.

Notwithstanding their position on the seniority list, there shall be a maximum of two (2) positions selected by the Union that shall, in the event of a layoff, continue to be employed at all times.

Section 7.

In the event there is a layoff of bargaining unit employees, they shall not be replaced by students except for short periods of time not in excess of twenty (20) hours.

Section 8.

In the determination of selecting unit employees to be laid off in accordance with this Article, management shall make all reasonable efforts to first lay off 03 and similar type employees who normally perform those duties performed by bargaining unit members in classifications affected by the layoff.

**ARTICLE 21
CONTRACTING OUT**

Prior to issuing any **Request for Proposal**, (RFP) for consultants or outside vendors, the Employer shall notify the Union. The Labor/Management Committee shall meet within five (5) working days at the Union's request and may discuss alternatives to contracting out.

**ARTICLE 22
OUT OF TITLE WORK**

Section 1. Work in a Lower Classification

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

Section 2. Work in a Higher Classification

Any employee who is assigned by the CEO to a vacant position in a higher grade for more than **fifteen (15)** days in a one hundred twenty (120) day period shall receive the salary rate at the first step of the higher classification from the first date of the appointment. 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. Whenever any employee is assigned to any vacant higher rated position he/she shall no later than the fifteenth (15th) working day of his/her performance of the higher rated position's duties complete and transmit to his/her supervisor the form attached (Appendix B). The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the CEO who shall thereupon determine whether the work assignment is or is not out of title work.

- B. An employee who is assigned by the CEO to perform overtime work in a higher classification shall have overtime compensation computed at the first step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

**ARTICLE 23
CLASSIFICATION AND RECLASSIFICATION**

Section 1. Class Specifications

- A. The University shall provide the Union with a copy of the class specification of each title covered by this contract for which such a specification exists.
- B. Each employee in the bargaining unit shall be permitted by the University to have access to examine his or her class specification.
- C. The parties to this Agreement acknowledge that the classification structure and the accompanying job specifications have been created by the Commonwealth through its Human Resources Department for the purpose of describing the duties and responsibilities of each job title.

Section 2. Individual Appeal of Classification

The parties agree that any appeal, except for appeals into a title/classification that is unique to UMass Dartmouth, pertaining to reclassification or reallocation shall continue to be governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws, and all appeals shall not be subject to the grievance and arbitration procedure herein

Section 3. Appeal of Classification of "Trust Funded" Position

An employee in a "trust-funded" position who seeks a reclassification shall adhere to the following procedure:

- 1. An employee in a "trust funded" position who seeks a reclassification of that position may request an audit of the position on the form attached hereto. (Appendix C)
- 2. The employee shall file said form with the Director of Human Resources and shall forward a copy of same to the Union.
- 3. The Director of Human Resources or designee shall conduct a job audit within 90 calendar days of receipt of the request.
- 4. Within ten working days of completion of the job audit, the Director of Human Resources or designees shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Union may participate in the hearing if the employee so requests.

5. The Director of Human Resources shall make a final determination within 30 calendar days of the hearing.
6. The decision of the Director of Human Resources may be appealed within 10 calendar days to the CEO or designee who shall issue a decision within 30 calendar days of receipt of the appeal.
7. The decision of the CEO may be appealed within ten (10) calendar days to the University President or designee who shall issue a decision within thirty (30) calendar days of receipt of the appeal.
8. When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available such reclassification shall be effective at the beginning of the payroll week next following the date of the appeal to the Director of Personnel/Human Resources.
9. The above procedures shall also govern requests for class reallocations of "trust funded" positions.
11. The parties agree that the procedure herein provided shall be the sole procedure for reclassification and reallocation of "trust funded" positions and the grievance and arbitration procedures of Article 29 shall not apply.

An employee seeking a title/classification which is unique to UMass Dartmouth and is not listed among the state's specifications shall have the same rights of appeal under Section 3.6 and 3.7 of this Article as trust funded employees.

ARTICLE 24
CLASS REALLOCATIONS

Section 1.

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

Section 2.

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

ARTICLE 25 PROFESSIONAL DEVELOPMENT

Section 1. Tuition Remission

(A) 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.

(B) 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).

(C) Waiver of Fees

1. Employee Waiver of Fees

All full-time employees of the University, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for a waiver of fees for any day courses taken at the UMass Dartmouth campus only; applied music courses shall be exempt from this provision.

2. Fee Waiver Policy

Specific provisions of the plan

- This plan, which is effective Fall 2015 semester, covers all full and part-time undergraduate students. The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.
- Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.
- Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position.

Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.

- Spouses and dependents enrolled as full-time or part-time students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.
- This benefit is available to the dependents and spouses of current full and part time benefited UMass employees only. Dependents and spouses of benefitted employees on unpaid leave (other than Military Leave, Workers' Compensation and FMLA) are not eligible for this benefit.
- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:
 - If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.
 - If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.
- A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.
- The applicable fees for which this waiver applies are the Curriculum/Operating fees.
- The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.
- The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amount shall end with the spring 2015 semester.

For Continuing Education Applicability

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

For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply.

Tuition remission shall apply to non-credit as well as credit bearing courses.

Limitations

- a. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.

- b. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.

- c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.

Section 2. Educational Leave

Full-time unit members may upon application and approval be granted leave of absence with pay for educational purposes to attend conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

- A. An employee shall be allowed to take one job related course per semester during said employee's regular hours of work. The determination of whether a course is job related shall be made by the Director of Human Resources or designee.

- B. An employee may be allowed to take one (1) course per semester during said employee's regular hours of work. As a consequence of taking a course during regular work hours, an employee's tour of duty shall be adjusted so that in addition to the time during which an employee is released to take such course, said employee will be scheduled for a complete tour of duty. In calculating the tour of duty under such circumstances an employee must take a minimum of fifteen (15) minutes as a regular meal break and must include sufficient time, as determined by the University Personnel Officer, to travel to and from the work area to the class location.

Section 3. Professional Development, In-Service Training

The University shall contribute to the AFSCME In-Service Training Program Fund the following amounts:

Effective July 1, 2017: \$35.00 per full-time employee equivalent on the payroll as of June 30, 2018.

Effective July 1, 2018: \$35.00 per full-time employee equivalent on the payroll as of June 30, 2019.

Effective July 1, 2019: \$35.00 per full-time employee equivalent on the payroll as of June

30, 2020.

The University and the Union agree to establish a Training Committee to administer this fund. The Committee shall consist of three (3) members appointed by the University and three (3) members appointed by the Union. The University shall designate one individual and the Union shall designate one individual as co- chairpersons for the Committee.

The Committee shall meet at least four (4) times per year unless mutually agreed otherwise.

The Committee shall determine:

1. The content and priority of training and/or re-training programs;
2. The criteria for selection of participant.

The Fund described in this section may be used for materials and supplies required for such training, as specifically permitted by the Committee. Funds not used during any fiscal year will be rolled over into the following fiscal year, upon written request of the local, however funds may not be rolled over for more than one fiscal year.

B. Full-time Employees

1. Eligibility

- a. All full-time employees of the university who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. Employees on paid leave of absence or industrial accident leave remain eligible during the period of any such leave. Employees on unpaid leave shall remain eligible for a maximum of one calendar year. Retired or former employees shall not be eligible; however, the spouse and dependent children of retired, former, or deceased employees may retain eligibility under certain conditions (see c, d, and e below).
- b. The spouse and dependent child or children of any eligible employee shall also be eligible for system-wide tuition remission benefits. A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. No employee's child beyond the age of twenty-five (25) shall be eligible for tuition remission; provided, however, that in exceptional circumstances and for good reason the President of the public college or university granting the tuition remission may waive this age limitation for an employee's child who continues to meet the IRS standards of dependency.
- c. If an eligible employee retires while a child or spouse is enrolled in a

program of study or degree program, the spouse or child may complete such program with tuition remission, provided that enrollment is continuous.

- d. If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and children shall be eligible to enter and/or complete one full program of study or degree program with tuition remission. The term "program" as used in this Section d and the above Section c shall include, but not be limited to, any program of study begun at a Community College and continued without interruption through the bachelor's degree at a State College or University.
- e. If an employee should leave the employment of the university for any reason other than "for cause" and under conditions other than those described in C and D above the employee and/or eligible dependents shall be allowed to complete a semester already begun. At the end of the semester his/her eligibility for tuition remission terminates.

2. Applicability

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

- a. For enrollment in any State supported course or program at the undergraduate or graduate level at any Community College, State College or University excluding the M.D. Program at the University of Massachusetts Medical School, full tuition remission shall apply.
- b. For enrollment in any non-State-supported course or program offered through continuing education, including any community service course or program at any Community College, State College, or University, fifty percent (50%) tuition remission shall apply.
- c. Tuition remission shall apply to non-credit as well as credit-bearing courses.

3. Limitations

- a. Employees (or their spouse or dependent children) receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.
- b. Employees (or their spouse or dependent children) must apply for admission and meet all admissions standards for the desired course/program.

- c. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, has not enrolled.
- d. Tuition remission benefits are non-transferable.

4. Certification Process

To qualify for tuition remission, an employee must take the following steps:

- a. Apply for, and be admitted to the desired course/program.
- b. Complete a "Certificate of Eligibility for System-Wide Tuition Remission" (Appendix D) and have it signed by his/her Department Head or Supervisor and by the Director of Human Resources of the university at which he/she is employed. If the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.
- c. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.
- d. It is the responsibility of the employee to insure that the Certificate of Eligibility is approved in a timely fashion. Retroactive tuition rebates will not be made except in unusual circumstances beyond the control of the employee.

5. Continuation of Existing Benefits.

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

6. Interpretation of This Policy.

The Chancellor or his designee shall have the sole authority to resolve any dispute concerning the interpretation and application of this policy. The Chancellor may amend or modify this policy from time to time as he deems

appropriate and necessary. No dispute or claim of benefits arising from this policy shall be the subject of a grievance or arbitration procedure.

C. Part-time Employees

1. Eligibility

- a. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.
- b. The spouse and dependent child or children of any eligible part-time employee shall also be eligible for system-wide tuition benefits. The age limitation and IRS dependency standards set forth in the Regent's System-Wide Tuition Remission Policy shall apply to children of eligible part-time employees.

2. Applicability

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

- a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College, or University, excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) tuition remission shall apply.
- b. For enrollment in any non-State course or program offered through continuing education, including any community service course or program, at any Community College, State College, or University, twenty-five percent (25%) tuition remission shall apply.
- c. Tuition remission shall apply to non-credit as well as credit-bearing courses. In all other respects, the provisions of the Regent's System-Wide Tuition Remission Policy shall be applicable to eligible part-time employees.

D. Waiver of Fees

1. Employee Waiver of Fees

All full-time employees of the University, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six (6) months of service as of the date of enrollment, shall be eligible for a waiver of fees for any day courses taken at the UMass Dartmouth campus only; applied music courses shall be exempt from this provision.

2 Fee Waiver Policy

Specific provisions of the plan

- This plan, which is effective Fall 2015 semester, covers all full and part-time undergraduate students. The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.
- Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.
- Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.
- Spouses and dependents enrolled as full-time or part-time students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.
- This benefit is available to the dependents and spouses of current full and part time benefited UMass employees only. Dependents and spouses of benefited employees on unpaid leave (other than Military Leave, Workers' Compensation and FMLA) are not eligible for this benefit.
- This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:
 - If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program,

- the spouse or child may complete such program with the waiver, provided the enrollment is continuous.
- If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.
 - A “dependent child” shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee’s Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.
 - The applicable fees for which this waiver applies are the Curriculum/Operating fees.
 - The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.
 - The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amount shall end with the spring 2015 semester.

For Continuing Education Applicability

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

For enrollment in any non-state-supported course or program offered through continuing education, including any community service course or program at any community college, state college, or university, fifty percent (50%) tuition remission shall apply. Tuition remission shall apply to non-credit as well as credit bearing courses.

Limitations

d. Employees, their spouse, or dependent children receiving tuition remission are responsible for the payment of all other educational costs, including fees (application, laboratory, etc.) books, and supplies.

e. Employees, their spouse, or dependent children must apply for admission and meet all admissions standards for the desired course/program.

f. Admission to all courses/programs in continuing education is on a space available basis. Further, each local campus administration reserves the right to cancel any continuing education course in which a minimum number of full tuition-paying students, as determined by the administration, have not enrolled.

Section 2. Educational Leave

Full-time unit members may upon application and approval be granted leave of absence with pay for educational purposes to attend conferences, seminars, briefing sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

- C. An employee shall be allowed to take one job related course per semester during said employee's regular hours of work. The determination of whether a course is job related shall be made by the Director of Human Resources or designee.
- D. An employee may be allowed to take one (1) course per semester during said employee's regular hours of work. As a consequence of taking a course during regular work hours, an employee's tour of duty shall be adjusted so that in addition to the time during which an employee is released to take such course, said employee will be scheduled for a complete tour of duty. In calculating the tour of duty under such circumstances an employee must take a minimum of fifteen (15) minutes as a regular meal break and must include sufficient time, as determined by the University Personnel Officer, to travel to and from the work area to the class location.

Section 3. Professional Development, In-Service Training

The University shall contribute to the AFSCME In-Service Training Program Fund the following amounts:

Effective July 1, 2020: \$35.00 per full-time employee equivalent on the payroll as of June 30, 2021.

Effective July 1, 2021: \$35.00 per full-time employee equivalent on the payroll as of June 30, 2022.

Effective July 1, 2022: \$35.00 per full-time employee equivalent on the payroll as of June 30, 2023.

The University and the Union agree to establish a Training Committee to administer this fund. The Committee shall consist of three (3) members appointed by the University and three (3) members appointed by the Union. The University shall designate one individual and the Union shall designate one individual as co-chairpersons for the Committee.

The Committee shall meet at least four (4) times per year unless mutually agreed otherwise.

The Committee shall determine:

1. The content and priority of training and/or re-training programs;
2. The criteria for selection of participant.

The Fund described in this section may be used for materials and supplies required for such training, as specifically permitted by the Committee. Funds not used during any fiscal year will be rolled over into the following fiscal year, upon written request of the local, however funds may not be rolled over for more than one fiscal year.

ARTICLE 26 SAFETY PROCEDURES

Section 1.

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

Prior to the promulgation of any such rules and regulations by the University, the CEO shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force at any University on the date of this Agreement. All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the University. When an employee is injured while at work, the University shall complete and process the standard form for Employer's first report of injury within fourteen (14) days from the filing of said report with a copy to the employee.

All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the University. When an employee is injured while at work, the University shall complete and process the standard form for Employer's first report of injury within fourteen (14) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article not resolved at Step 3 of the Grievance procedures set forth in Article 29 of this Agreement may be referred to a 3-member review committee within 7 days of receipt of the Step 3 decision.

- Said committee shall be comprised of the Director of Environmental Safety or equivalent, one union-designated representative and one management-designated representative to review and make recommendations to the Chancellor.
- The committee shall meet within 15 working days of said referral and shall make recommendations within 10 working days of the meeting.
- Time limits may be extended by mutual agreement of the parties.

Section 2.

There shall be established a committee to be known as the Union/Management Safety Committee at each University. Such Committee shall be composed of twelve (12) members, six (6) representing the administration and six (6) representing the Union. Such Committee may reduce their number by mutual agreement. The purpose of the Committee shall be to promote a safe, clean and wholesome environment, the development of safety programs and procedures and shall focus attention on any injuries which have resulted and would serve to alter or revise any such programs or procedures. The parties agree that work area temperatures are an appropriate topic for the Safety Committee. There shall be at least four (4) meetings of the Committee each year. Additional meetings shall be arranged at the request of either party.

Any health and safety issue which cannot be resolved by the local level Safety Committees may be referred by mutual agreement of both parties to the Board Level Labor/Management Committee for discussion.

Section 3.

Where uniforms, protective clothing, safety shoes, safety glasses or any type of protective device are necessary and required in the performance of an employee's duties, or where employee's clothing is subject to excessive wear and tear because of chemicals, abrasives, pollutants, etc., and need to be frequently replaced, such uniforms, protective clothing or any type of protective device will be provided by the University.

Section 4.

1. Employees shall have a First Aid kit available in their work area.
2. No employee shall be required to lift unreasonable weights without adequate assistance.
3. No employee shall be required to operate defective equipment.
4. Where it is currently the practice, at least two employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five or more feet, or when working more than ten feet above the floor or the ground. For other institutions, appropriate precautions (i.e. additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.
5. No employee shall be assigned to work from ladders, staging, or rigging unless such equipment meets all safety regulations.
6. The provisions of all applicable rules, standards, regulations and codes promulgated under the provision of the General Laws shall apply to all

apparatus, materials, equipment and structures, their installation, maintenance and operation within this University. The University and the Union shall endeavor to conform to such rules, standards, regulations, and codes.

7. Employees shall notify the appropriate office of the University (i.e. Office of Human Resources or Director of Facilities) prior to notifying any administrative agency of the between Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, a certificate of competency, certificate of registration, or a permit.
8. Employees shall not work in areas, known by management, where toxic or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.
9. The University agrees to take positive action to eliminate pets and stray animals on campus and the problems arising from the keeping of pets.
10. Employees needing transportation the main campus and satellite facilities shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.
11. Employees shall not be assigned excessive or unreasonable workloads.
12. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.
13. Each University shall endeavor to keep each women's restroom equipped with a sanitary napkin dispensing machine which shall be kept supplied and in working order.
14. Those institutions that currently provide a cot suitably equipped and a chair and/or furnish adequate rest area facilities for the use of employees shall continue to do so. The issue of providing an adequate rest area will be a permanent agenda item for the University Safety Committee established by the terms of Article 26.
15. The University shall supply chemicals to eliminate nauseous odors.
16. The first aid area shall be equipped with a cot and necessary first aid supplies.

17. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.
18. Power tools and saws shall be sharpened by competent individuals.
19. The University shall comply with the rules and regulations of the Commonwealth of Massachusetts which apply to the University. The University agrees to endeavor to arrange for transportation to a medical facility for any employee requiring medical treatment. When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the University shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.
20. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless he/she is accompanied by one or more other employees.
21. With all reasonable speed, areas found to contain friable asbestos containing materials shall be posted, and all reports of suspected areas of asbestos hazard shall be promptly investigated.
22. The issue of asbestos generally will be a permanent agenda item for the University Safety Committee established by the terms of Article 26. The Committee shall periodically review standards for adequacy with respect to current research and recommend additions to the standards where shown to be necessary.

Section 5.

- A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the labor/management committee as established in Article 32.
- B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement.
- C. The CEO/designee shall make reasonable efforts to reduce Repetitive Strain Injuries within the institution.

- D. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position, and be reassigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the CEO. This request must be in writing to the CEO with verification from the employee's physician.

Section 6. Asbestos Removal

The University agrees that once the need to remove asbestos has been identified, the Facilities Department shall provide at least 24 hours' notice to the department head and Human Resources prior to engaging in any removal. The Department Head shall provide notice to the employees.

To the extent possible, asbestos removal will be scheduled to occur outside of the normal work schedule for unit members. However, where this is not possible, all precautions will be taken to ensure the employee's safety, which precautions may include a temporary relocation of the employee while the removal activity is occurring.

ARTICLE 27
PROBATIONARY EMPLOYEES

Section 1.

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment.

Section 2.

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

Section 3.

At the completion of the first three (3) months and within one (1) month prior to the completion of such probationary period, each probationary employee shall be evaluated by his/her supervisor. Such evaluation shall be recorded in writing by the supervisor. The supervisor shall also indicate his/her recommendation for the retention or termination of such employee. Such employee shall receive a written copy of the supervisor's evaluation and recommendation and shall, upon written request submitted within seven (7) days of receipt, be entitled to meet with the supervisor to discuss the evaluation and recommendation prior to their transmittal to the CEO.

Section 4.

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein, except discipline or discharge for lawful and protected union activity.

Section 5.

An employee whose employment is severed with the College/University must serve an additional probationary period upon re-employment, whether in the same or a different job title.

Section 6.

During the Probationary Period an employee may not laterally transfer or seek lateral appointment. Nothing contained in this Section shall deny an employee the right to a promotion pursuant to Article 19.

ARTICLE 28 DISCIPLINARY ACTION

Section 1.

- A. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. Such action is intended to be from a less severe to more severe corrective action in order to bring about the necessary change in work habits. An employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.
- B. The provisions of this Article shall not be applied in an arbitrary or capricious manner. In some cases, however, actions or omissions, which have resulted or will result in harm to the institution, academic community or members thereof, may require imposition of severe sanctions in the first instance.
- C. Progressive 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, demotion and discharge.

Section 2.

Just cause may include, but shall not be limited to the following with each discipline being treated on a case by case basis:

- A. Willful neglect or non-performance of one or more assigned duties;
- B. Demonstrated incompetence in the performance of one or more assigned duties;
- C. Behavior that seriously interferes with the normal operation of the institution, the department or any members of the workforce;
- D. Insubordination, which shall mean a refusal to carry out a direct order;
- E. Dishonesty in the performance of assigned duties;
- F. Chronic absenteeism or tardiness without reasonable excuse;
- G. Unauthorized possession or use of alcohol or an unprescribed controlled substance during any period of assigned work;
- H. Institutional theft.

Section 3.

When terminating a unit member, the CEO shall inform the member in writing with the reasons therefore.

ARTICLE 29
GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement; unless such matters have been specifically excluded from these procedures.

Section 1. Definitions

- A. Grievant - shall mean an employee, group of employees, or the Union on behalf of the employee(s), as the case may be, who pursuant to the terms of this Agreement, seeks resolution of a grievance.
- B. Grievance - the term "Grievance" shall mean an allegation by the grievant(s) or the Union that a specific provision or provisions of this Agreement has/have been breached in its application to him/her/them. A grievance shall mean a written statement stating the event or occurrence on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
- C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day, exclusive of any Saturday, Sunday, holidays enumerated in Article 14 of this Agreement or duly authorized skeleton days.
- D. Immediate Supervisor - the term "Immediate Supervisor" for the purposes of this Article shall mean the immediate work supervisor designated by the CEO.
- E. Intermediate Supervisor - The term "Intermediate Supervisor" for the purpose of this Article shall mean the intermediate work supervisor designated by the CEO.

Section 2.

- A. A grievance may be filed at the level at which the action or inaction being grieved occurred.
- B. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of his/her right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence, and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; provided, however, that the time limits prescribed

herein may be extended in any specific instance by mutual written agreement of the parties. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under Step 5. In the event the Union or any employee elects to pursue any matter covered by this Agreement in any other forum the Employer shall have no obligation to process or continue to process any grievance or arbitration proceedings pursuant to this Article or Article 28 herein.

- C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative provided however that the Union representative and/or Steward whichever is appropriate shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure 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 any Step of the grievance procedure. No other representation shall be permitted. The Union shall notify the Immediate Supervisor, the Department Head, the CEO and the Chancellor, as the case may require, of the name and the business address of such Union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.

- D. A grievance may be withdrawn at any level.
- E. No reprisals of any kind shall be taken by either party to this Agreement against any unit member(s) initiating or participating in a grievance.
- F. Collateral Consequences of a Grievance - The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official Personnel File of such member; nor shall such fact be used in making any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the CEO whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate from the right of the CEO to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

Section 3. Procedure for Filing of a Grievance

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

A grievant shall institute the grievance procedure of this Article by filing with his/her Immediate Supervisor and/or Department Head during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a resolution of a grievance. No such notice may be filed more than ten (10) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The Immediate Supervisor and/or Department Head shall meet or arrange to meet within five (5) days with the grievant and attempt to resolve the grievance, such arranged meeting not to delay the meeting more than ten (10) days. If within five (5) days after such meeting, the grievant and the Immediate Supervisor and/or Department Head have failed to agree upon a resolution of the grievance the grievant may elect to proceed to the next level.

B. Step 2: Intermediate Supervisor - Department Head and/or Human Resources Officer

If the grievant elects to proceed to this Step, then within five (5) days after the expiration of the final time period provided for in Step 1, he/she shall file a grievance with the Department Head, and/or the Human Resources Officer or designee. The Department Head, and/or the Human Resources Officer or designee shall meet or arrange to meet with the grievant(s) within five (5) days to resolve the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall respond in writing within ten (10) days from the date of the meeting.

C. Step 3: Chief Executive Officer of the Campus or Designee

If the grievant elects to proceed to this Step, then within seven (7) days of receipt of the Step 2 decision, he/she shall send a notice of his/her appeal to the CEO. The CEO shall meet or arrange to meet within five (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days). The grievant may request of the CEO the presence and participation of those individuals who have knowledge relevant to the grievance. If the CEO agrees, such individuals shall be authorized to attend the hearing. Such requests shall not be unreasonably denied. The CEO shall render a written decision within ten (10) days of the date of the meeting. Although new violations may be identified at this level, no further issues or contract violations may be added subsequent to the close of the hearing at Step 3.

D. Step 4: Mediation and Arbitration

Within thirty-five (35) days of receipt of the Step 3 decision, arbitration of a grievance may be initiated. At such time as the Union files a request for arbitration, a copy of the filing shall be provided to the University President's Office and to the Office of Human Resources on the campus.

Mediation:

1. Once an arbitration request has been made, if the parties agree, a mediation and conciliation process shall be used as a way to resolve the grievance.
2. A grievance mediator shall be requested from the Massachusetts Board of Conciliation and Arbitration or the parties may agree on a neutral of their own choosing.
3. If a resolution of any grievance is achieved through the mediation process, the terms of the resolution shall be reduced to writing and signed by both parties.
4. If a resolution is not achieved in mediation, the grievance continues to arbitration.
5. In all mediation proceedings, mediator's fees and expenses shall be paid 50% by the Union and 50% by the Employer.

Arbitration:

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s) and the University in accordance with the applicable provisions of state law.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the Grievance Procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the University President and Chancellor that it intends to submit a grievance to arbitration.
3. The Union and the Employer and/or the University shall select an arbitrator pursuant to normal American Arbitration Association procedures.
4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties prior to the scheduled hearing date.

5. The Union, Employer and/or University shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.
6. Decision of the Arbitrator
Within thirty (30) days after the conclusion of the hearing, the arbitrator shall determine:
 - a. Whether the Union and, where an employee or group of employees sought resolution of the grievance through the applicable Steps of this Article, such employee or group of employees, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
 - b. Whether the complaint alleges an express breach of the contract;
 - c. Whether the arbitrator has jurisdiction to arbitrate; and
 - d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.

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

7. Costs of Arbitration

In all arbitration proceedings, the arbitrator's fees and expenses shall be paid fifty percent (50%) by the Union and fifty percent (50%) by the University.

Section 4. Application

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

ARTICLE 30 PERSONNEL FILES

Section 1.

- A. An employee shall have the right to inspect his/her personnel file during regular business hours upon request and when necessary by appointment, and shall have a right to 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.
- B. There shall be only one (1) official Personnel file for the employee.
- C. Unit members shall not be charged for reasonable copies of material within their Personnel file.

Section 2.

Whenever any substantive material is inserted into the personnel file or records of an employee, such employee shall be given a copy of such material.

Section 3.

- A. The employee may challenge the accuracy or propriety of such material by filing a written statement of the challenge in the personnel file.
- B. Grievances relative to materials in the personnel file shall be limited to those materials which result in a negative action. Upon determination at any step of the grievance procedure that such material, or portion thereof, is either inaccurate or improperly placed in such employee's personnel records, such inaccurate material, or portion thereof shall be removed from the file, together with any of the employee's statements related thereto.

Section 4.

Upon written request of the employee, all disciplinary material shall be removed from an employee's personnel records on file after three (3) years.

Section 5.

Whenever any individual(s) inspects the personnel file of a unit member, except those who do so in the regular course of business, the date and name of the individual(s) shall be noted in the file.

ARTICLE 31 EVALUATION OF EMPLOYEES

Section 1.

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

- A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
- B. Serve as an important motivational tool and improve the quality of job performance;
- C. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communications;
- D. Base personnel actions on objective, accurate and fair performance appraisals;
- E. Monitor the performance of probationary employees on a timely basis.
Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the Employer, it should be a continuous process.

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

Section 2.

Performance evaluation of an employee shall be made annually by the supervisor in the month of January (covering the period of January 1-December 31) with the exception of a probationary employee who shall be evaluated at completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, as Appendix A, and shall be made on the basis of the following criteria:

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

Section 3.

- A. To the extent practicable, an employee who may be nearing a "Needs Improvement or 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 they must do to attain a "Meets Standards" rating.
- B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.
- C. Upon receipt of a "Needs Improvement or 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 "Needs Improvement or 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.

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 "Needs Improvement or Meets Standards" rating has been achieved.
1. If an employee receives a "Meets Standards" evaluation during the re-evaluation process, he/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 "Needs Improvement or 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 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 "Needs Improvement or Does Not Meet Standards" review.
- D. Whether or not an employee receives a "Needs Improvement or 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.

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

Section 6.

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding Sections of this Article, to step three (3) of the grievance procedure.

Section 7.

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

ARTICLE 32
LABOR/MANAGEMENT COMMITTEE

There shall be established a Committee to be known as the Labor/Management Committee. Such Committee shall be comprised of six (6) members: three (3) representing campus administration and three (3) representing the Union. Such representatives shall be appointed respectively by the CEO and the Union. In addition, the CEO shall designate the chairperson for the administration and the Union shall designate the chairperson for the Union. The purpose of said Committee shall be to discuss matters of mutual concern to the campus and local Union.

There shall be six (6) meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the local Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled Committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled Committee meetings. It is understood that said Committee shall not discuss pending grievances and shall have no power to negotiate, alter or amend the terms of this Agreement.

ARTICLE 33 INCLEMENT CONDITIONS

In the event that classes and other activities are cancelled due to adverse weather or hazardous conditions, only personnel designated as essential will be required to work. Employees designated as essential personnel and who report to work will be awarded a commensurate amount of compensatory time (based on actual number of hours worked) in addition to the day's pay (straight time). Example: an employee working 7 ½ hours will be awarded 7 ½ hours compensatory time. Records will be kept within the department and compensatory time must be taken within 120 days following the day worked. This policy includes delayed openings, early closings, and cancellations when non-essential personnel are excused with pay.

Any employee working at a rate greater than straight time is not eligible for compensatory time.

Any employee who is not at work due to authorized vacation, sick, or personal leave will not be granted excused time for the delayed opening, early closing, or cancellation in place of vacation, sick, or personal time.

DEFINITION: A hazardous condition is defined as a condition which adversely affects the health and safety of employees in the University environment.

Annually, in the month of September, the Administration will send the Union a list of employees who will be deemed essential for the current academic year.

ARTICLE 34 INCORPORATION OF POSITIONS

The Union understands that as a matter of policy, the University is committed to providing work opportunities for students consistent with the Employment Security Guidelines, MGL Chapter 151A and Section 6(K). Further, that it is the intent of the Employer to use student help and temporary employees to relieve and not to deprive bargaining unit members of their regularly scheduled work.

The University agrees to incorporate positions into the bargaining unit, provided the following conditions are met:

1. A position has been continuously filled by a temporary non-benefited employee (or series of temporary non-benefited employees), based on a regularly scheduled workweek of 18¾ hours or more, for a period of one year.
2. At one year, the position will either be incorporated into the bargaining unit and the position filled, or the position shall be terminated (i.e. the position can no longer be filled by temporary non-benefited workers)
3. The non-benefited incumbent in such incorporated position may be likewise incorporated directly into the position, if the union waives the contractual posting requirement
4. Should the union not waive the posting requirement, the position will be filled by posting in accordance with the contract.

The following categories of positions are exempt from the provisions of this Article: backfills for maternity/long-term medical leave; backfill for employees engaged either directly or indirectly in University initiatives; positions that have exceeded one year but for which a posting is pending.

For those whose positions are incorporated, service as an -03 shall not count towards seniority.

**ARTICLE 35
NO STRIKE/NO LOCKOUTS**

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 of 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 36
COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 1.

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

Section 2.

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

Section 3.

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

Any disputes involving this Article shall be subject to binding arbitration.

ARTICLE 37
SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with, or contravene any federal or state law, or the rules and regulations promulgated there under, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and the Employer agrees to reopen negotiations on said issue(s).

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 39.

ARTICLE 38 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 re Agreement between the University of Massachusetts Board of Trustees and the American Federation of State, County and Municipal Employees AFL-CIO, Council 93, Local 507.

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

Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

Agreement between the University of Massachusetts Board of Trustees and the American Federation of State, County, and Municipal Employees AFL-CIO, Council 963 Local 307,

Signed this 19th day of July 2023

For the Union:

For the University:

Sheila A. Kearns, M.Ed.
South Shore Coordinator
AFSCME Council 93

Cynthia N. Costa, President
AFSCME, Local 507

DocuSigned by:

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Martin Meehan, President
University of Massachusetts

DocuSigned by:

Deborah A. Majewski

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

Thomas Wallace, Director of Labor Relations
University of Massachusetts Dartmouth

DocuSigned by:

John Dunlap

8/17/2023 | 11:12:06 AM EDT

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APPENDIX B
TEMPORARY WORK ASSIGNMENT FORM

This Form must be completed by an employee who has been assigned by his/her immediate supervisor to perform the duties of a higher-rated position. This Form must be completed and submitted to your immediate supervisor no later than the tenth (10th) working day of your performance of the higher rated position's duties.

Name of Employee _____ Area of Assignment _____

Employee Number _____ Title of Present Position _____

Title of higher rated position to which you have been assigned _____ Effective Date of Assignment _____

Signature of Employee _____ Date of Signature _____

TO BE COMPLETED BY IMMEDIATE SUPERVISOR

Name of Immediate Supervisor _____ Area of Responsibility _____

Date Form Received from Employee _____ Employee's Present Title _____

Title of higher rated position to which you have been assigned _____ Effective Date of Assignment _____

Previous Incumbent of Position _____

Reason for Assignment: _____

Anticipated Duration of Assignment: _____

Signature of Immediate Supervisor _____ Date of Signature _____

Signature of Department Head _____ Date of Signature _____

Immediate supervisor must forward original Temporary Work Assignment Form to the Office of Human Resources after obtaining the signature of the Department Head.

APPENDIX C

REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUND POSITION FORM

Please Type or Print Form

Name: _____

Present Title: _____ **Grade:** _____

Requested Title: _____ **Grade:** _____

Department: _____ **Unit:** _____

Immediate Supervisor's Name: _____

Immediate Supervisor's Title: _____

Date of Hire in Current Position: _____

Name and Title of Persons You Supervise (if any):

Change in Duties and Responsibilities since Assuming Current Position:

List Duties Performed (Use additional page if necessary): List approximate % of time spent

APPENDIX D

REQUEST TO APPEAL CLASSIFICATION

TO: _____
(Appointing Authority)

DATE: _____

I, _____ hereby appeal my current classification title, _____, to the Personnel Administrator under the provisions of Chapter 30, Section 49 of the Massachusetts General Laws. I believe that the classification title of _____ appropriately describes my duties and responsibilities.

The general reason(s) for this appeal is (are):

I submit the following information to assist in the processing of my appeal:

Work Address: _____ Tel #: _____

Appropriation Number: _____ Position Number: _____

Name and Address of Union Representative (optional):

My position (check one) has _____ has not _____ been reviewed through the classification maintenance process.

On _____ DPA notified my agency of the result of the review, which was as follows: _____

Sincerely,

Your signature

APPENDIX E

REQUEST FOR EXTENSION OF SICK LEAVE FORM

To be forwarded by the Employee to the Chief Executive Officer (C.E.O.) of the campus

A. NAME: _____ DATE: _____

B. TITLE: _____ JOB GRADE: _____

C. DATE OF INITIAL EMPLOYMENT AT THE UNIVERSITY: _____

D. TOTAL NUMBER OF WORKING DAYS OF REQUEST:

FROM: MONTH: _____ DAY: ____

TO: MONTH: _____ DAY: ____

E. WORKING DAYS OFF THE PAYROLL PRIOR TO REQUESTED LEAVE:

FROM: MONTH: _____ DAY: ____

TO: MONTH: _____ DAY: ____

ATTACHMENTS:

1. Statement from a physician indicating the nature of the illness and the anticipated date of return to full-time duties.

Employee's Signature: _____ Date: _____

To be completed by the CEO and returned to Employee

A. DATE RECEIVED BY THE CEO: _____

B. DATE OF DECISION BY THE CEO: _____

C. CEO'S DECISION: _____ APPROVE: _____ DISAPPROVE: _____

Signature of the CEO Date: _____

CC: AFSCME, Council 93, Local 507

APPENDIX F

DUE DATE: _____

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES (AFSCME)

EVALUATION STATUS
 _____ 3 month probationary
 _____ 5 month probationary
 _____ ANNUAL _____
 (Year)
 _____ OTHER _____
 _____ TRIAL _____

NAME _____
 STATE TITLE _____
 DEPARTMENT _____
 ANNIVERSARY DATE IN CAMPUS SERVICE _____

DEFINITION FOR RATING TO BE APPLIED

- 5 = OUTSTANDING – Reflects extraordinary performance in all categories
- 4 = EXCEEDS STANDARDS – Reflects extra effort and produces results beyond expectations and requirements
- 3 = MEETS STANDARDS – Accomplished goals; Meets departmental standards
- 2 = NEEDS IMPROVEMENT – Below average performance, but potentially acceptable
- 1 = DOES NOT MEETS – Many goals unrealized or many tasks not performed
- STANDARDS
- NA = NOT APPLICABLE – Not applicable to the job

**SPECIFIC EXAMPLES MAY BE CITED IN THE SPACE FOR
 COMMENTS AND MUST BE CITED WHEN CATEGORIES
 1 or 2 ARE CHECKED**

Points	5	4	3	2	1	NA
QUALITY AND QUANTITY OF WORK						
Demonstrates knowledge of the job						
Amount of work accomplished						
Performs work with accuracy						
Work is neat and presentable						
Work is thorough						
Organizes work appropriately						
Subtotal (add Columns)						

SUPERVISOR'S COMMENTS:

EMPLOYEE'S COMMENTS:

	Points	5	4	3	2	1	NA
WORK HABITS							
Is regular in attendance at work							
Observes established working hours							
Completes work on time							
Demonstrates the ability to work without supervision							
Complies with departmental and institutional policies							
Complies with instructions, rules and regulations, including health and safety precautions							
Subtotal (add Columns)							
SUPERVISOR'S COMMENTS:							
EMPLOYEE'S COMMENTS:							

	Points	5	4	3	2	1	NA
WORK ATTITUDES							
Endeavors to improve work techniques							
Accepts new ideas, procedures							
Accepts constructive criticism and suggestions							
Accepts responsibility							
Adapts to emergency situations							
Subtotal (add Columns)							
SUPERVISOR'S COMMENTS:							
EMPLOYEE'S COMMENTS:							

	Points	5	4	3	2	1	NA
RELATIONSHIPS WITH OTHERS							
Works well with co-workers							
Works well with the public							
Cooperates with supervisors and other staff members							
Observes established channels of communication							
Subtotal (add Columns)							
SUPERVISOR'S COMMENTS:							
EMPLOYEE'S COMMENTS:							

	Points	5	4	3	2	1	NA
SUPERVISOR ABILITY (where applicable)							
Demonstrates leadership ability							
Makes timely decisions							
Is fair and impartial in relationship with subordinates							
Trains and instructs subordinates							
Maintains acceptable performance standards among employees							
Subtotal (add Columns)							
SUPERVISOR'S COMMENTS:							
EMPLOYEE'S COMMENTS:							

$$\frac{\text{Total Points}}{\text{Number of Questions (Exclude those marked NA)}} = \text{Rating}$$

1.0 - 1.8	Does not meet Standards
1.9 - 2.7	Needs Improvement
2.8 - 3.6	Meets Standards
3.7 - 4.4	Exceeds Standards
4.5 - 5.0	Outstanding

COMMENTS OF SUPERVISOR WHO PERFORMED THIS EVALUATION:

RECOMMENDATIONS:

Retention (probationary)
 Dismissal (probationary)
 No Action Required
 Other _____

 Signature and Title _____
 Date

COMMENTS OF EMPLOYEE:

 Date of Discussion with Supervisor _____
Signature of Employee Being Evaluated
(Does not imply agreement or disagreement with evaluation)

COMMENTS OF INTERMEDIATE SUPERVISOR/HUMAN RESOURCES OFFICE REVIEWING EVALUATION:

For purposes of granting the Merit component for Articles 17 and 31, the following shall be completed

Outstanding Exceeds Standards Meets Standards Does not meet Standards

RECOMMENDATIONS:

Retention (probationary)
 Dismissal (probationary)
 No Action Required
 Other _____

 Signature and Title _____
 Date

COMMENTS OF EMPLOYEE:

I have read the comments of my supervisor and intermediate supervisor

 Signature of Employee _____
 Date

APPENDIX-G**Current AFSCME bargaining unit titles**

JOB TITLE	JOB CODS	JOB GRADE
Accountant I	15x12	15
Accountant II	16X11	16
Accountant III	18X05	18
Administrative Assistant I	15X01	15
Administrative Assistant II	17X05	17
Administrative Secretary I	15X20	15
Administrative Secretary II	17X20	17
Asst Manager Computer Ops	19X02	19
Bookkeeper I	09X12	09
Bookkeeper II	12X11	12
Buyer I	15X02	15
Clerk III	11X03	11
Clerk IV	13X07	13
Clerk V	15X09	15
EDP Computer Operations Supervisor	22X04	22
EDP Entry Operator II	10X04	10
EDP Entry Operator III	12X03	12
EDP Entry Operator IV	14X05	14
EDP Programmer I	14X06	14
EDP programmer II	16X04	16
EDP Systems Analyst I	18X02	18
EDP Systems Analyst II	20X03	20
EDP Systems Analyst III	22x01	22
EDP Systems Analyst IV	24X01	24
Librarian I	16X08	16
Library Assistant II	12X20	12
Library Assistant III	14X24	14
Library Assistant IV	16X20	16
Mail Clerk III	13X34	13
Medical Assistant	11x30	11
Receiving Teller I	13X19	13
Reproduction Svc Supervisor	17X11	17
Senior Administrative Assistant	19X01	19
Specialized Administrative Assistant	19X11	19
Typist II	09X16	09

Appendix H

AFSCME PEOPLE DEDUCTION

The employer agrees to deduct from the wages of any employee who is a member of the AFSCME Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay deductions have been made, and the amount deducted during the period.

**SIDE LETTER
Between**

UMASS DARTMOUTH and AFSCME, COUNCIL 93, LOCAL 507

Summer/Intersession Transfers

Transfers may be made under the seniority guidelines established in Article 19 (volunteers in order of seniority, and if no volunteers then by inverse seniority) within Academic Affairs on a temporary basis to another department within Academic Affairs. Such transfers shall be allowed during the summer and intersession periods only. Transfers made under this section shall be to a specific department for a specific, limited duration, and may not exceed the summer or intersession period. At the conclusion of the temporary transfer, the affected individual shall be returned to their previous assignment held prior to the transfer.

Potential areas for transfer would be identified at least 30 days prior to the effective date and posted in accordance with the contractual procedures. A transfer under this program could be a split assignment between the individual's permanent department and temporary department. A split assignment must be indicated on the job posting. Previously approved vacation time must be honored by the temporary department. Previously approved vacation time must be made known to the temporary department by the individual immediately upon selection. If this vacation time cannot be honored by the temporary department then the next most senior volunteer, or, if there are no other volunteers, then the next least senior individual shall be selected for that assignment.

A joint labor management committee will convene prior to May 15, 2009 to discuss the implementation of this program for the summer session, 2009. The Labor Management committee shall re-convene after the conclusion of each summer session, by October 15th of each year of the Agreement, to review the program and make recommendations for the next implementation.

SIDE LETTER
Between
UMASS DARTMOUTH and AFSCME, COUNCIL 93, LOCAL 507

Holiday Closing

The parties agree that the UMass Dartmouth campus will be closed for a two week period each year during the Christmas and New Year's holidays. This closing shall result in each member of the bargaining unit needing to utilize up to eight (8) workdays of benefit time in order to receive his/her full salary for this time period.

The following shall govern the conduct of the parties during the Holiday Closing time period:

- The two floating holidays, Evacuation Day and Bunker Hill Day, shall be converted to personal days commencing in January, 2010.
- Personal days shall accrue at the rate of eight (8) days (if hired between January 1 – March 31); six (6) days (if hired between April 1- June 30); four (4) days (if hired between July 1 – September 30); and two (2) days (if hired between October 1 – December 31).
- Supervisors shall identify any position designated as “Closing Exempt” as soon as possible, no later than October 1.
- Departments will seek volunteers to work, and if there are no volunteers will fill staffing needs by inverse seniority. In the event that the inverse seniority process is used, the next least senior person who has not been selected must be selected. This process must continue throughout the eligible employees within the department before any employee can be selected a subsequent time.
- Employees hired after October 1 in any year must be notified in writing of the Holiday Closing schedule as part of the hiring process.
- Compensatory time may be earned and banked up to sixty (60) hours.

Employees in departments where overtime and compensatory time opportunities may be limited, are encouraged to seek out overtime and comp time opportunities throughout the campus and the administration agrees to provide notice of such opportunities. The parties agree to meet prior to March 31 of each calendar year in a labor management setting to discuss the proposed Holiday Closing schedule for that year.