



An
Agreement

between the

Board of Trustees of the
University of Massachusetts Dartmouth

and the

American
Federation of Teachers
Local 1895, AFL-CIO
EDUCATIONAL
SERVICES UNIT (ESU)

at the

University of Massachusetts
Dartmouth

Effective July 1, 2017 – June 30, 2020

AGREEMENT BETWEEN THE UNIVERSITY OF MASSACHUSETTS BOARD OF TRUSTEES AND THE UNIVERSITY OF MASSACHUSETTS DARTMOUTH, FACULTY FEDERATION, LOCAL 1895, AMERICAN FEDERATION OF TEACHERS, AFL/CIO, ESU

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Affairs

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CIO / Associate Vice Chancellor for
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Director, Diversity & Inclusion

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Assistant Vice Chancellor HR Operations

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Assistant Vice Chancellor for Career &
Civic Engagement

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Mark Preble
Chief Human Resources Office

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ESU Member at Large

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ESU Member at Large

Camilo Viveiros, Jr.
Labor Extension Specialist
UMass Dartmouth Labor Education Center

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ADMINISTRATIVE UNIT
CONTRACT

ARTICLE I

UMASS DARTMOUTH EDUCATIONAL SERVICES UNIT
RECOGNITION AND DEFINITIONS

A. Recognition

The University of Massachusetts Dartmouth Faculty Federation is the sole and exclusive bargaining agent for all employees within the bargaining unit. This unit shall be called the Educational Services Unit. The bargaining unit consists of the following positions:

Academic Advisor, DCE
Academic Advisor/Program Coordinator, DCE
Academic Assessment Specialist
Academic Coordinator of Student Athletics/Head Coach of Varsity Sport
Academic Services Coordinator
Administrative Assistant
Administrative Assistant Athletics/Head Field Hockey Coach
Administrative Assistant for Athletic & Intramurals
Administrative Assistant for Athletics/Basketball
Administrative Assistant for Athletics/Compliance and Promotions
Administrative Assistant for Athletics/Field Hockey/Softball
Administrative Assistant for Athletics/Track & Cross Country
Administrative Assistant for Athletics/Women's Soccer Coach
Administrative Assistant for Athletics/Women's Basketball Coach
Administrative Assistant for Promotion & Intramurals
Administrative Assistant for Promotion and Public Information
Administrative Assistant for Softball and Hockey
Administrative Assistant of Athletics
Admissions Counselor
Admissions Counselor-University Extension
Adult Basic Education Instructor
Advancement Officer
Alcohol and Drug Coordinator
Alumni Affairs Coordinator
Alumni Director
Applications Developer
Applications Integration Analyst
Architect

Area Coordinator
Assessment Analyst
Assistant Athletic Trainer
Assistant Budget Director
Assistant Bursar
Assistant Controller
Assistant Controller
Assistant Dean for Undergraduate Programs
Assistant Dean Graduate Programs
Assistant Dean of Student Affairs & Outreach
Assistant Dean/Director of the Frederick Douglas Unity House
Assistant Dean/Director, Center for Women, Gender & Sexuality
Assistant Director Campus Services/Operations
Assistant Director Campus Services/Programs
Assistant Director Counseling Center
Assistant Director First Year Residences and Academic Initiatives
Assistant Director for Advanced Technology Center
Assistant Director for Advocacy and Education
Assistant Director for Construction/Engineering
Assistant Director for Enrollment Services - Law School
Assistant Director for Environmental Health & Safety
Assistant Director for Facilities Services
Assistant Director for Infrastructure Integration
Assistant Director for Institutional Research/Analysis
Assistant Director for International Programs Office
Assistant Director for Networking
Assistant Director for Portuguese Studies
Assistant Director for Study Abroad Programs
Assistant Director Foundation
Assistant Director Health Services for Health Education and Promotion
Assistant Director Institutional Research/Reporting
Assistant Director of Academic Advising Center
Assistant Director of Administrative Services
Assistant Director of Admissions for Marketing and Recruitment
Assistant Director of Admissions/Special Programs
Assistant Director of Admissions/Transfers/International
Assistant Director of Athletics - Baseball Coach
Assistant Director of Athletics for Compliance
Assistant Director of Athletics/Head Coach Varsity Sport
Assistant Director of Auxiliary Services
Assistant Director of Business Affairs and Special Projects

Assistant Director of Career Services
Assistant Director of College Now
Assistant Director of Community Standards, Safety, and Security
Assistant Director of Conference and Events Planning
Assistant Director of Donor Relations and Special Events
Assistant Director of Education Compact
Assistant Director of Facilities & Plant
Assistant Director of Facilities and Plant/Budget and Financial Reporting
Assistant Director of Financial Aid
Assistant Director of Graduate Admissions
Assistant Director of Graduate Recruitment
Assistant Director of Grant and Contracts
Assistant Director of Housing and Administrative Services
Assistant Director of Identity and Access Management
Assistant Director of IT Operations – Law School
Assistant Director of IT Services
Assistant Director of Law School Recruitment and Marketing
Assistant Director of Legal Career Services
Assistant Director of Operations and Campus Services Marketing
Assistant Director of Production and Design
Assistant Director of Public Safety
Assistant Director of Residential Life
Assistant Director of STEM Center
Assistant Director of Student Activities
Assistant Director of Student Activities, Involvement and Leadership - Student Organization Specialist
Assistant Director of the Counseling Center/Addictions Specialist
Assistant Director of UE Student Support and Success
Assistant Director of Unity House
Assistant Director of University Records
Assistant Director Online Operations/PCE
Assistant Director Upper-Class Residences
Assistant Director, NE Aquaculture Center
Assistant Director, Office of Sust for Edu Outreach & Engagement Asst Dir/ Clinical NP Coord
Assistant Director/Managing Editor Assistant Manager Campus Store – Finance
Assistant Manager Campus Store – Textbooks
Assistant Registrar
Assistant to Associate Provost for Acquisitions & Revenue
Associate Advancement Officer
Associate Dean of Continuing Education
Associate Dean of Students
Associate Dean of Students/Director of Housing and Residential Education

Associate Director Business & Administrative Services
Associate Director Campus Services
Associate Director of Academic Advising
Associate Director of Admissions/ Project Management
Associate Director of Admissions/DEC Management
Associate Director of Alumni Affairs
Associate Director of Athletics
Associate Director of Career Services
Associate Director of Counseling Center
Associate Director of Enterprise Systems and Security
Associate Director of Facilities
Associate Director of Facilities Planning, Design and Construction
Associate Director of Financial Aid
Associate Director of Financial Aid – (Graduate/Law)
Associate Director of Housing & Residential Life
Associate Director of Housing Facilities, Operations & Services
Associate Director of Network Services
Associate Director of Procurement
Associate Director of Student Activities
Associate Director of the Center for Access and Success
Associate Director of the Frederick Douglas Unity House
Associate Director of University Records
Associate Director, Enrollment Services and Business Manager, DCE
Associate Director, Institutional Research
Associate Registrar
Associate Vice Chancellor, Alumni Relations Athletic Trainer
Athletic Administrator/Head Coach
Athletic Communications Director
Athletic Trainer/Fitness Center Assistant Bursar
Budget Analyst
Budget Assistant
Budget Coordinator
Business Analyst
Business Manager/ATMC
Business Manager/Division of Continuing Education
Business Systems Analyst
CAD Drafter
Capital Project Manager
Career Development Counselor
Career Development Specialist
CCB Student Advisor

CITAP Project Coordinator/Neighborhood College
Civic Engagement Grant Coordinator
Civic Engagement Program Officer
Clinical Education Coordinator
Clinical Nurse Practitioner Coordinator
Cluster Hardware/Software Specialist
Code Enforcement Lead Inspector
College Now Counselor
Community Mobilization Network Coordinator
Computer & Electronic Systems Manager
Computer Administrator
Computer Cluster/Classroom Manager
Computer Sales & Support
Computer Sales Assistant
Computer Systems Administrator
Computer Systems/Operations Specialist
Computer Technician
Computing Support Assistant
Conference and Events Coordinator
Conference and Events Coordinator for Evening and Summer Programs
Coordinator for Community Service Programs
Coordinator for International Students
Coordinator for Student Judicial Affairs
Coordinator of Alternative Admissions Programs for University Extension
Coordinator of Connect Program
Coordinator of Disabled Student Services
Coordinator of Engineering Student Support Center
Coordinator of Graduate Business Programs
Coordinator of Health Education and Promotion
Coordinator of Institutional and Learning Assessment
Coordinator of IT Operations
Coordinator of Marketing and Special Programs/PCE
Coordinator of PCE Special Programs
Coordinator of Residential Community Standards & Academic Initiatives
Coordinator of Residential Life
Coordinator of Residential Standards
Coordinator of Security, Staffing, and Desk Operations
Coordinator of Student Activities
Coordinator of Student Support Services for University Extension
Coordinator of Undergraduate Business Programs
Counselor II/College Now

Creative Director
Dean of Students
Digital Imaging Specialist, Library
Digital Multimedia Specialist
Director Campus Compact
Director Cape Cod Programs
Director Children's Center for Learning
Director Cooperative Engineering Education Program
Director Donor Relations
Director for Legal Career Services and Alumni Services
Director for Student Engagement and Professional Development
Director of Academic Success
Director of Admissions
Director of Advising, Support, and Planning
Director of Alumni Relations
Director of Aquatics
Director of Assessment and Evaluation
Director of Athletics
Director of Business Education and Lifelong Learning
Director of Business Education and Lifelong Learning/Assistant Dean
Director of Business Education and Training/BIRC
Director of Campus Center
Director of Career Resource Center
Director of College Now
Director of Community Service and Partnership
Director of Corporate Program Development/BIRC
Director of Counseling & Student Development
Director of DCE – Center for Professional & Continuing Education
Director of Development
Director of Development/Annual Giving
Director of Economic Development
Director of Enrollment Management for Professional and Continuing Education
Director of Environmental Health & Safety
Director of Financial Aid
Director of Graduate Academic Resources and Legal Writing Center
Director of Graduate Studies and Admissions
Director of Graduate Studies and Admissions
Director of Grants Accounting
Director of Housing & Residential Life
Director of Information Systems
Director of Information Systems/Analytics

Director of Institutional Research
Director of Instructional Technology
Director of Integrated Media
Director of International Student Center
Director of Internet Development Director of Labor Education Center
Director of IT Development & Integration
Director of Learning Assessment
Director of Lifelong Learning: Corporate, Community, and International Programs
Director of Marine Renewable Energy Consortium
Director of Marketing and Conferences/ATMC
Director of Marketing and Recruitment for Graduate Studies
Director of Multicultural/Retention Services
Director of New Student Programs
Director of Parent Giving
Director of PCE Financial Operations
Director of Planning and Administration
Director of Prospect Strategy and Analytics
Director of Public Safety
Director of Residential Educational Programs and Assessment
Director of Sports Information
Director of Student Activities
Director of Student Conduct and Dispute Resolution
Director of Student Health Services
Director of Television Services
Director of the Annual Fund
Director of the Center for Access and Success
Director of the Center for Jewish Culture
Director of the Center for Women, Gender & Sexuality
Director of the Fall River Center and Non-Credit Programs
Director of the Frederick Douglas Unity House
Director of the International Programs Office
Director of the Lead Paint Abatement Program
Director of the Office for Campus & Community Sustainability
Director of the Office of Civic Engagement and Service Learning
Director of the Small Business Development Center
Director of University Enrollment Center
Director of University Extension Financial Operations
Director of University of Records
Director of Upward Bound
Director of Women's Resource Center
Director of Workers' Education Program

Director Office of K-12 Outreach
Director UMD Lead Program
Director, Academic Resource Center
Director, Advancement IT Operations
Director, ARC/Math & Business Center
Director, ARC/Science & Engineering Center
Director, ARC/Writing & Reading
Director, Center for University, School & Community Partnership
Director, Cooperative Engineering Education Program
Director, Educational Technology & Support Services
Director, Information Technology Systems & Services
Director/Advancement IT Applications
Emergency Management Coordinator
Engineer/ATMC
Enrollment Counselor New Transfer and Adult Students
Enrollment Specialist - Graduate Programs
Enrollment Specialist - Undergraduate Programs
Enrollment Systems Coordinator
Enterprise Systems Administration Manager
Enterprise Systems and Support Coordinator-Mac/Linux
Environmental Compliance Engineer
Environmental Engineer/ATMC
Environmental Health and Safety Coordinator
Environmental Inspector, Lead Paint Abatement Program
Equipment Manager/Athletic Department
Event and Technical Services Manager
Executive Director for Alumni Relations
Executive Director for Communications
Executive Director for IT Service Assurance
Executive Director of International Education
Executive Director of the Family Business Center
Executive Director Southeastern Massachusetts Agricultural Partnership
Executive Director, Center for Teaching and Learning
Executive Director, MA Fisheries Recovery Commission
Executive Director, MFRC
Executive Editor
Facility Manager/SMASST
Family Business Center Coordinator
Family Counselor, Lead Paint Abatement Program
Field Service Manager
Financial Aid Counselor

Financial Aid Counselor for Scholarships
Financial Analyst
Financial Systems and Reporting Manager
Fitness Center Assistant/Head Coach
Fitness Center Assistant/Strength and Conditioning Coordinator
Fitness Center Director
Fitness Center Supervisor
Gallery Director
Grant and Contract Coordinator
Grant/Finance Coordinator
Grants and Community Outreach Specialist
Grants Officer – Business
Grants Officer – Sciences
Grants Support Specialist
Graphic Designer
Hardware/Software Systems Specialist
Head Athletic Trainer
Head Nurse
Head Teacher – Children's Center for Learning
Head Women's Soccer Coach/Equipment Room Manager
Health Educator
Housing and Residential Life Systems Manager
Housing Rehab Specialist/Lead Paint Abatement Program
Identity & Access Mgmt Specialist Info Systems/Procurement Rprt Mgr IT Infrastructure Project Mgr
IMPACT Project Manager, Center for Teaching and Learning
Information Manager/Foundation Office
Information Resource Manager
Information Systems Manager
Information Systems Manager/Financials
Information Systems Manager/Student Records
Information Systems Support Specialist
Institutional Research Analyst
Instructional Designer
Instructional Designer/ePortfolio Specialist
Instructional Development Designer
Instructional Development Support Specialist
Instructional Technologist
Instructional Technology Coordinator
Instructional Technology Coordinator/Project Manager
Instructional Technology Manager
Instructional Technology Support Specialist

Intake Worker/Relocation Specialist
Interim Assistant Vice Chancellor/Director Advanced Technology and Manufacturing Center
Interim Executive Director of University Extension
International Admissions Liaison
International Graduate Admissions Liaison
Internet Development Manager/Emergent Technologies
Internet Development Manager/Systems
Internet Development Manager/Webmaster
Internet Systems Developer
Intramural Sports Coordinator
IT Access Management Specialist
IT Access Management Technician
IT Development Manager
IT Identity and Access Coordinator
IT Lab and Classroom Technical Manager
IT Procurement Coordinator
IT Service Center Manager
IT Service Center Technician
IT Telecommunications Coordinator
Labor Extension Specialist
Lead Instructional Designer
Lead IT Identity and Access Coordinator
Lead Paint Program Specialist
Leadership Coordinator
Leadership Gifts Officer
Legal Placement and Recruitment Coordinator
Liaison Associate
Major Gifts Officer
Management Consultant, Small Business Development Center
Management Specialist, Small Business Development Center
Manager of Disbursements w/Analytical Reporting
Manager of Grant Accounting Manager of Pre-Award Services
Manager of Pre-Award Administration
Manager of the Campus Store
Managing Editor
Marketing Business Analyst
Mechanical & Manufacturing Process Engineer Mental Health Counselor
Network Engineer
Network Systems Specialist
Network/Telecommunications Specialist
Networking Manager

Newswriter
Nurse Practitioner
Nursing Clinical Coordinator
Nursing Clinical Leader
Occupancy Manager
One Card Coordinator
Online Support Coordinator
Online Technologies Administrator/Instructional Technologist
Operations and Scheduling Manager
Operations and Services Manager
Operations Manager for Housing/Residential Life
Operations Manager, Campus Center
Operations Manager/Facilities
Outreach Counselor, Academic Resource Center
PCE Admissions Coordinator
PCE Assistant Director Online Operations
PCE Marketing Director
PeopleSoft Project Manager
PeopleSoft/Financial Coordinator
Phonathon Coordinator
Planning and Development Specialist
Portal Administrator/Project Manager
Post Award Grants Manager
Pre-Award and Sub-Recipient Manager
Preschool Teacher
Principal Research Analyst for Programs and Assessment
Production Editor
Professional Development Coordinator
Program Associate
Program Coordinator
Program Coordinator for College Now
Program Manager: Diversity Nursing Scholars Program
Program/Retention Counselor/Alternative Admissions
Project Coordinator, Labor Education
Project Leader
Project Manager for Research & Partnering
Project Manager for Research, Partnering & Facilities
Project Manager/SIMCALC
Prospect Researcher Psychologist
Prospect Strategy Analyst
Prospect Strategy Associate

Psychotherapist
Public Affairs Specialist
Recruiting Coordinator/Head Coach of a Sport
Regional Admissions Counselor
Research Development Manager
Research Management Coordinator
Resident Director
Resident Engineer
Residential Technical Support Specialist
Safety Manager
Senior Admissions Counselor
Senior Advancement Officer
Senior Applications Engineer
Senior Budget Analyst
Senior Coordinator for New Student Transfer
Senior Graphic Designer
Senior Institutional Research Analyst
Senior IT Project/Change Leader
Senior IT Service Center Technician
Senior Management Counselor, Small Business Development Center
Senior Management Specialist, Small Business Development Center
Senior Outreach Coordinator, Institutional Advancement
Senior Outreach Coordinator/Coordinator of Special Events
Senior Philanthropic Officer
Senior Program Specialist
Senior Programmer Analyst
Senior Programmer/CMAST
Senior Project Leader – CITS
Senior Resident Engineer
Senior Software Designer, SIMCALC
Senior Software Developer, SIMCALC
Senior Software Specialist
Senior Strategic Technology Procurement Sourcing Manager
Senior Systems Developer/Project Leader
Senior Systems Specialist
Senior Technical and Training Specialist
Senior Technical Coordinator
Senior Technical Support Specialist
Senior Telecommunications Analyst
Senior Web Writer-Editor
Senior Writer

Service Center Technician
SMAST Computer Systems Administrator
SMAST Scientific System Administrator
Software Systems Specialist
Space Planner
Space Planning and Project Manager
Space Planning Manager
Special Assistant for Administration/Fiscal Services (Manager of Disbursements)
Special Assistant to Associate Provost, CITS
Specialist, Lead Paint Program
Staff Assistant Campus Services Operations
Staff Assistant Conference and Events Planning Office
Staff Assistant for Athletics (Game Management & Work Study Coordinator)
Staff Assistant for Athletics (Marketing and Fundraising)
Staff Assistant for General Accounting Services
Staff Assistant to Dean, CVPA
Staff Assistant, Academic Affairs
Staff Assistant, Admissions
Staff Assistant, Campus Store
Staff Assistant, Career Services
Staff Assistant, Career Services and Diversity
Staff Assistant, Center for Portuguese Studies
Staff Assistant, CITS
Staff Assistant, DCE
Staff Assistant, Financial Aid
Staff Assistant, HR, Training/Projects
Staff Assistant, Library Development
Staff Assistant, Multicultural
Staff Assistant, NRAC
Staff Assistant, Photographics Videotape Specialist
Staff Assistant, Public Safety
Staff Assistant, University Records
Staff Associate Institutional Research
Staff Associate to Budget Director
Staff Associate, Administration for Development & Research, CVPA
Staff Associate, Arts Outreach & Development
Staff Associate, Athletics
Staff Associate, Continuing Education
Staff Associate, Graduate Academic Resources & Legal Writing Center
Staff Associate, Graduate Events Coordinator
Staff Associate, Housing

Staff Associate, Internet Development
Staff Associate, Library Development Staff Associate, Purchasing
Staff Associate, Registrar's Office Staff Associate, SIMCALC
Staff Associate, Small Business Development Center Staff Nurse
Star Store Campus Coordinator
Startup and Industry Liaison
Strategic Procurement Sourcing Manager
Strategy Director for Assessment and Evaluation
Student Employee Manager
Student Loan Manager
Student Support Advisor
Student Support Coordinator
Student Transition and Achievement Resource Center Coordinator
Support Services Manager
System Access and Security Manager
Systems Administrator-Learning Systems and Security
Systems Analyst
Systems and Data Integration Analyst
Systems Change Management Coordinator
Teacher/Director – Children's Center for Learning
Technical Coordinator
Technical Services Coordinator
Technical Services/Production Manager
Technical Specialist
Technical Support Specialist
Technical Writer/Communications Specialist/SMAST
Technology Coordinator/Adult Basic Education Instructor
Transportation Manager
UMass Law Clinical Programs Coordinator
Undergraduate Academic Advisor
Undergraduate Academic Advisor for Online Programs
Undergraduate Academic Advisor for Retention Support
Undergraduate Program Coordinator
University Extension Student Support Advisor
University Extension/Online Program Coordinator
University Extension/Online Program Coordinator/Budget Manager
University Police Captain
Upward Bound Academic Advisor
Upward Bound Counselor
User Support Specialist
Visual Image Coordinator

Visual Production Specialist
Web Development/Marketing Specialist
Web System/Development Specialist
Website Administrator/SMASST
Women's Health Nurse
Workplace Education Coordinator
Writer/Editor
Writer/Editor, CVPA
Writing and Reading Center Specialist

1. In the event that new administrative bargaining unit positions are created or any other modifications are made, the Faculty Federation and Educational Services Unit shall be notified and consulted within thirty (30) days prior to the posting or change becoming effective. Such positions shall become part of the bargaining unit upon execution of a memorandum of understanding between the Board of Trustees or its designee and the Faculty Federation.
2. In the event that new or vacant administration positions are created, the administration shall send to the union chairperson a copy of the position(s) job description no less than ten (10) working days prior to the posting or filling of the position.

B. Definitions

1. The term "Administrator" shall be defined to include the UMass Dartmouth Chancellor and other principal administrative officers of the University; such designation is not to include individuals and positions as defined under Section A of Article I. Individuals who hold the title of "Associate Chancellor", "Assistant Chancellor", "Assistant Vice Chancellor", "Associate Vice Chancellor", and "Vice Chancellor" shall be considered to be non-unit employees and excluded from membership in the bargaining unit. References to the central administration of the University of Massachusetts shall be made specifically.

The administration shall be responsible for the management of the University of Massachusetts Dartmouth.

2. The term "Campus" refers to any single educational facility or academic location of the University of Massachusetts Dartmouth.
3. The phrase "Divisional Head" as used in this agreement means the Vice Chancellor for Administrative and Fiscal Services, or the Vice Chancellor for Student Affairs, or the Provost and Vice Chancellor for Academic Affairs, Vice Chancellor, Library Services, Information Resources, and Technology, Vice Chancellor for Institutional Advancement or the UMass Dartmouth Chancellor or his/her Designee.
4. The phrase "Educational Services Person" as used in this agreement means a member or

members of the bargaining unit as defined in A above.

5. The term "Federation Representative" as used in this agreement means any officially designated representative of the Faculty Federation.
6. It is mutually agreed that the term "Service" referred to in this agreement shall be defined as service at the University of Massachusetts Dartmouth.
7. The term "Employer" refers to the Board of Trustees of the University of Massachusetts.
8. The term "Trustees" refers to the Board of Trustees for the University of Massachusetts.
9. The term "University" refers collectively to all educational facilities or academic locations of the University of Massachusetts Dartmouth.
10. The term "Seniority" referred to in this agreement shall mean University-wide seniority as determined by the initial date of hire at the University of Massachusetts Dartmouth.
11. The term "Domestic Partner" refers to a person of the same sex as a unit member who lives with such unit member in a committed relationship that involves personal and economic bonds. Specific processes and requirements for certification as a domestic partner shall be determined by the University.
12. The term "Core Project Team Member" or a "Core Subject Matter Expert" is an individual who accepts an additional temporary assignment to the project which includes consistent travel to off campus locations and various duties and responsibilities associated with the design and implementation of a new system wide administrative computing system. Various working titles may be assigned to either members of the Core Project Team or Core Subject Matter Expert for the sole purpose of identification of work responsibilities.

ARTICLE II

UMASS DARTMOUTH EDUCATIONAL SERVICES UNIT – TRUSTEES RELATIONS

A. Fair Practices

As the exclusive collective bargaining agent, the Educational Services Unit will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, disability, national origin, gender, veteran's status, sexual orientation, age, or marital status. The Educational Services Unit will represent equally all persons without regard to membership, participation in or activities in any employee organization.

The Parties to the Agreement mutually agree to continue their policy, as provided by federal and state law, of not discriminating against any person on the basis of race, creed, color, disability, national origin, gender, veteran's status, sexual orientation, age, marital status, and any other groups that may be designated "protected" by law or participation in or association with the activities of any employee organization. The University/Administration and the Union agree that all forms of discrimination and sexual harassment are illegal practices which will not be condoned in the work place.

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 Article XI. However, in the event the Union or an employee files a complaint before EEOC, MCAD, or DLR and a grievance has been filed on the same matter, said grievance will be put in abeyance pending outcome of the complaint. If the Employer prevails in the above forum(s), the grievance shall be processed accordingly. If the Union or the employee prevails, the grievance shall be deemed withdrawn.

B. Individual Contracts

Rights and benefits of Educational Services Units members set forth in this agreement shall be incorporated into and made part of any individual contract of employment with the Trustees. In the event of conflict between the terms of an individual contract of employment and the terms of this agreement, the latter shall be controlling. This agreement shall be referred to in employment contracts issued to Educational Services Unit members. Educational Services persons may request a change in their yearly contract duration. The request shall be filed with the division head, who will review and prepare a written recommendation to be submitted to the Chancellor.

B.1 Full-time, benefited, permanent employees of the Lead Paint Abatement Program employed prior to August 1, 2001, shall be governed by all provisions of the contract.

Full-time, benefited, permanent employees of the Lead Paint Abatement Program employed after September 1, 2001 shall be governed by all provisions of the contract with the exception of the following items that shall constitute an individual contract:

1. The precise dates and length of employment.
2. The condition, if any, of contract renewal or continuation.
3. Rate of compensation.

C. Continuing Consultation

The Trustees and the Educational Services Unit, recognizing the importance of frequent communications in maintaining good relationships, agree that UMass Dartmouth administration and ESU officers shall schedule regular meetings with the Vice Chancellor of Administrative and Fiscal Services or designee. These meetings shall not be for the purpose of negotiating with respect to wages and hours or conditions of employment or for discussing specific grievances, but shall be for the purpose of discussing and resolving mutual problems affecting the overall relationships between the parties to this agreement.

D. Bulletin Boards

The Educational Services Unit shall be permitted to post official Educational Services Unit notices on designated University bulletin boards. The Chair of the ESU shall be provided, annually, a list of the designated University bulletin boards.

E. Distribution of Materials

The Educational Services Unit shall have the right to distribute Educational Services Unit related materials to members of the bargaining unit and other professional employees.

F. Federation Meetings

On twenty-four (24) hours' notice to the appropriate authority, the Faculty Federation Educational Services Unit shall have the right to schedule a federation meeting during normal operation hours in the buildings of the campus. After a federation meeting has been scheduled, no other meetings involving faculty members and Educational Services Unit members shall be scheduled at the same time.

G. Information

The trustees shall make available to the Educational Services Unit upon its written request and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the negotiation and implementation of this agreement. It is understood that this shall not require the trustees to compile information and statistics in the form requested unless already compiled in that form or to supply any information that is confidential.

H. Trustee Meetings

1. The chairperson of the Educational Services Unit will be supplied a copy of the agenda

and all of the relevant documents at the same time copies are supplied to the Trustees in advance of each regular or special meeting of the Trustees and the unit will be notified on any action taken by the Board of Trustees in matters relating to appointments, re-appointments, assignments, promotions, additions to staff, salary adjustments, title changes, transfers, and reorganization plans.

2. All items relating to the terms of the agreement between the Trustees and the Educational Services Unit shall be placed on the agenda of the Board of Trustees to be discussed at a specified time determined by the Trustees with notification to the Educational Services Unit.

I. Educational Services Unit Representation

Any members of the unit representing members of the unit on any committees or other such bodies established by the Trustees or any agent thereof, which involve matters or conditions of employment, shall be selected by a procedure administered by the Educational Services Unit. No members of the bargaining unit desiring to be a candidate shall be excluded from consideration in such a selection.

J. Labor Management Committee

1. The Labor Management Committee will be made up of three (3) ESU members appointed by the Chairperson and three (3) members representing the administration appointed by the Chancellor.
2. In the event that merit moneys are available, the Labor Management Committee shall recommend to the Chancellor a process for distributing such moneys.

K. Administrative Computing and Payroll Systems

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

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

Given the current level of understanding of these proposals, the Union accepts them in principle providing that they become standard across the University, and can be demonstrated that such procedures are in keeping with the laws of the Commonwealth.

The University and the Union will establish a special Labor Management Committee made up of an equal number of ESU representatives and management representatives. This

committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the systems.

L. Conflict with Board of Trustee Policies

In the event of a conflict between the terms of this Agreement and any Board of Trustee Policy, the terms of this Agreement shall prevail.

ARTICLE III

FEDERATION ACTIVITIES

A. Release Time for Meetings

When administration and representatives of the Educational Services Unit meet to discuss items in this agreement, said representatives (not to exceed seven) attending such a meeting shall suffer no loss of pay. However, meetings shall be scheduled in such a manner as to minimize the loss of normal working hours. All members of the Educational Services Unit shall be provided release time to attend Educational Services Unit meetings.

B. Limits on Educational Services Unit Activities

Except as specifically provided in this agreement no members of the bargaining unit shall engage in federation activities during the time they are scheduled for University duties.

C. Educational Services Unit Chairperson

The Chairperson of the ESU shall receive release time to properly execute his or her responsibilities to represent the Federation in the administration of the collective bargaining agreement.

ARTICLE IV

GOVERNANCE

- A. There shall be a continuation of the policy of including members of this bargaining unit on search and screen committees and other relevant committees whose deliberations will affect Educational Services Unit employees.
- B. The Chairperson of the Educational Services Unit, or designee, shall be appointed to the Budget Review Board.
- C. The following committees shall include at least one (1) member of the Educational Services Unit selected by the chairperson of the unit:

Building and Grounds
Committee for Women
University Parking Committee

- D. The Affirmative Action Committee shall include at least two (2) members of the Educational Services Unit selected by the chairperson of the unit.

ARTICLE V

APPOINTMENT & REAPPOINTMENT

A. Initial Appointments and Re-appointments

1. Initial appointments may be for a term of one, two, or three years, but shall be for a minimum period of one year. However, an employee may be terminated at any time during the first year of employment without recourse to Article XI, Grievance Procedure and with no further expectation of salary beyond the termination date. A unit member shall have at least quarterly performance reviews by the supervisor during the first year of employment.
2. Temporary appointments may be made to cover vacancies caused by leaves of absence or emergency situations. Consultation with the union as to the nature of the temporary appointment shall be made no less than ten (10) working days prior to the temporary appointment. Copies of all temporary appointment documentation shall be provided to the union. The parties recognize that an unforeseen and rare circumstance may arise which may cause the consultation with the union to be less than ten (10) working days. In this instance the administration shall consult with the union within five (5) working days. The duration of such temporary appointments shall be no longer than one year. Extensions beyond this time shall be agreed to by the administration and the Educational Services Unit. Any ESU position filled by an interim or acting appointment must remain within the bargaining unit.
3. There shall be consultation between the divisional head and the department head when positions are being filled.
4. Initial appointments shall be at or above the minimum salary for the group.
5. Notice of non-reappointment shall be given according to the following: The last day to notify of non-reappointment to a third year of service is 90 days prior to the end of the second year of service; *provided* that, the Administration may, prior to 90 days prior to the end of the second year of service, conduct a special performance appraisal, using the process contained in Article V(E), and if, following that special performance appraisal, the Administration determines that the employee's performance is less than satisfactory (i.e. "unsatisfactory" or "marginal"), the Administration may, at its option, extend the probation period to a third year, and shall thereafter be required to notify such employee of any non-reappointment to a fourth year of service 180 days prior to the end of the third year of service.

The provisions of this Article shall not be subject to the grievance procedure contained in Article XI.

6. A copy of the current union contract shall be sent to the new appointee together with

the offer of appointment. A copy of each ESU bargaining unit member's appointment letter shall be sent to the Educational Services Unit Chairperson.

7. If an ESU member is appointed to an interim or acting position that is not currently within the ESU recognition clause, ESU seniority shall be preserved and the ESU member shall be returned to the formerly held seniority and bargaining unit position or to a similar bargaining unit position mutually agreed upon by the administration and the member. The ESU will be notified and consulted at least ten (10) days prior to the change becoming effective. No other bargaining unit rights or privileges shall apply during the period of the interim or acting appointment.

B. Disciplinary Action/Dismissal

Bargaining unit members shall not be disciplined or discharged except for just cause, as defined below. The parties agree that corrective and disciplinary action, when imposed, shall, to the extent possible, be implemented in progressive stages from minor to severe. The purpose of progressive discipline is to correct behavior which is not acceptable within the department or the University. The parties agree that, in some occasions, there are certain serious circumstances where acts or omissions by a member of the bargaining unit have resulted, or will result, in serious harm to the institution, or members of the campus community. On those occasions severe actions may be imposed in the first instance.

In the event of the discharge of a unit member, the University Administration shall notify the unit Chairperson within two (2) working days of such notification being sent to the member.

Prior to the member's being removed from service for just cause, he or she shall have the right to a hearing before the UMass Dartmouth Chancellor or designee, at which time the member may have counsel of his/her choice and the right to present witnesses on his/her behalf. The member shall be given at least ten (10) days prior notice of the hearing date.

After three (3) years of continuous service, a member of the bargaining unit can be removed from service only through just cause.

B.1. Change of Appointment – External Appointments

Individual external appointments after October 1, 1998 to the following bargaining unit positions: Director of Admissions, Director of Athletics, Director of Financial Aid, Director of Housing and Residential Life, Director of Public Safety, and Director of University Records, may be removed from these positions based on an annual evaluation at less than meritorious performance as deemed by the Chancellor. If the individual has completed at least three (3) years of service in the position, removal shall constitute placement of the member to an associate or assistant director's position within the bargaining unit with a salary rate of no lower

than the mid-point of the category for which the associate or assistant is in. Decisions in these cases shall not be subject to Arbitration or to the provisions of Article XI.

B.2. Change of Appointment – Internal Appointments

Individual internal appointments after October 1, 1998 to the following bargaining unit positions: Director of Admissions, Director of Athletics, Director of Financial Aid, Director of Housing and Residential Life, Director of Public Safety, and Director of University Records, may be removed from these positions based on an annual evaluation at less than meritorious performance as deemed by the Chancellor. The member being removed shall be returned to their formerly held seniority and bargaining unit position or similar bargaining unit position with salary rate increments that became effective during the time period that they held one of the above Director positions. Decisions in these cases shall not be subject to Arbitration or to the provisions of Article XI.

In both B.1 and B.2 above, incumbents as of October 1, 1998 shall be subject to all of the above terms and conditions except that they shall maintain their present salary rate.

C. New and Vacant Positions

1. When filling a vacancy for a new or existing position, the notice shall be posted on designated University bulletin boards for ten (10) working days and a similar notice shall be published in the University news publication and a copy of all notices shall be given to the Chairperson of the ESU or designee. The notice shall contain the requirements, duties, minimum category starting salary, qualifications, responsibilities and other pertinent information relevant to the position. It is understood that vacant positions shall stay within the Educational Services Unit.

Notices for vacant or new positions within the bargaining unit may be simultaneously advertised on campus as well as externally. All applications for a position shall be divided into two (2) subgroups: subgroup A- all applicants internal to the bargaining unit, and subgroup B- all applicants external to the bargaining unit. The Office of Human Resources shall send all applications from subgroup A to the search and screen committee established to review them. The applications from subgroup B shall not be sent to the search and screen committee until the committee has completed its review, which may include interviews, and determines that no sufficiently qualified candidate exists in subgroup A.

Prior to sending the applications from subgroup A, this internal pool must be deemed to have met Affirmative Action guidelines by the EEO/Diversity/Outreach Office. If the internal pool does not meet Affirmative Action guidelines, then it shall be supplemented by the external pool until the combined pool does meet these guidelines.

The applications from subgroup B shall be held in Human Resources until they are called for in accordance with this section and shall not be released without the signature approval of the Director of Human Resources or designee and the Chairperson of the Educational Services Unit or designee.

2. New and vacant positions within the bargaining unit, with the exception of those listed in 2.A below, shall be filled by promotion within the bargaining unit unless there is sufficient reason for an exception to this rule. Where an exception to the rule takes place, the University agrees to furnish the Educational Services Unit chairperson, upon request, the reason for the exception in writing.
- 2.A. The following unit positions are not subject to Article C.2: Director of Admissions, Director of Athletics, Director of Career Services, Director of Counseling Center, Director of Financial Aid, Director of Housing and Residential Life, Director of Public Safety, Director of Student Health Services, Director of University Records, and Dean of Students.

Educational Services Unit members who meet the minimum qualifications for any of the positions in 2.A. shall be guaranteed an interview by the search committee established to recommend finalists for the position.

Members who are not promoted to positions in 2.A. shall, upon request, receive a letter from the Office of Human Resources on behalf of the search and screen committee detailing the factors which led to the committee's decision not to promote the member. Such factors may include but are not limited to education, training, professional experience, or such other factors as the committee considered in arriving at its decision.

3. All applications shall be in writing and shall set forth the basis on which the applicant solicits consideration.
4. Any interim external appointment to a bargaining unit position shall pay an agency fee for the period of appointment.
5. The Administration, with the concurrence of the AA/EEO officer, shall have the right to promote a bargaining unit member to a higher graded position within his/her current Department without having to comply with the posting and search requirements listed in items one (1) through four (4) above, in accordance with the following stipulations:
 - a. The Department Head with the approval of the Division Head will issue a "Notice of Intent to Promote". Such notice will include a copy of the description of the position into which the unit member would be promoted. The Department Head will consult with Human Resources to develop the position description and notice. The Notice shall be communicated electronically to each departmental ESU personnel with a response deadline of a minimum of five (5)

days from issuance of the Notice. Copy of the Notice will also be sent to the Division Head, Human Resources, and the ESU Chairperson.

- b. The Notice would direct interested department unit members to submit a written request for consideration for the position, detailing how her/his background and experiences correspond with the posted qualifications, requirements, and duties of the position for which the promotional opportunity is posted. Written requests must be submitted to the Department Head by the close of business on the due date.
- c. No search and screening committee would be required.
- d. The Department Head must grant consideration to all departmental unit members who duly request such consideration.
- e. The Department Head must demonstrate, in writing how each candidate's background and experiences correspond to or deviate from the posted qualifications, requirements, and duties and must demonstrate in writing that the selected candidate is the most qualified.
- f. Following the selection decision, the Department Head will submit all supporting documentation to the Division Head, who will then forward the decision to EEO and Human Resources for approval.
- g. An ESU member who duly submitted a written request for consideration and was not promoted under this provision may request a meeting with the Department Head to discuss the reasons why she or he was not selected for the promotion. Such meetings will be granted by the Department Head who will also provide written documentation to the member detailing the factors which led to the Department Head's decision not to promote the member. Such factors may include but not be limited to education, training, professional experience or other such factors the Department Head may have considered in making the decision.

D. Educational Services Classification

1. Position Classification and Salary Administration Program

It is agreed that the current position evaluation system shall be subject to change using the following procedures:

- 1. A committee shall be established with three representatives of the administration appointed by the Chancellor and three members appointed the Chairperson of the ESU.
- 2. The committee shall meet on a regular basis, review priorities, set a timetable, and develop an RFP for a vendor/consultant to review the existing Position

Classification System and Manual, conduct a comprehensive evaluation of the Position Classification and Salary Administration Program, and develop recommendations for revisions.

3. The committee shall, in accordance with University regulations, send out the RFP to potential bidders, review the responses, and conduct interviews with respondents.
4. The committee shall recommend a list of consultants, to the Chancellor, who, after consultation with the Union Chairperson, shall have the final decision on the actual hiring of any consultant in accordance with this Memorandum.
5. If a consultant is selected in accordance with this Memorandum, the committee shall meet with the consultant and work with them in an advisory capacity.
6. After completion of the study, the consultant shall make a presentation to the committee, outlining their findings and recommendations.
7. The consultant shall consider any feedback and recommendations made by the committee prior to issuing a final report to the Chancellor.
8. This study shall include a review of the compensation program for the position of Residence Director, and degree compensation for all unit positions.
9. The Chancellor shall review the report made by the consultant and make a decision on behalf of the administration to accept and implement the recommendations, in part or in whole. The administration shall not implement the recommendations, in part or in whole, unless a written agreement is reached with the union. If a joint agreement cannot be reached, the parties shall enter into further negotiations on this topic.

The following policies apply to all ESU positions.

2. Position Evaluation

All unit positions are evaluated by the Classification Committee. The Classification Committee's purpose is to review existing or new ESU positions and place the positions appropriately within the unit category system. The Classification Committee shall be comprised of two (2) unit members selected by the chairperson and two (2) non-unit members from the office of Human Resources and one (1) supervisor unit or non-unit from the Department/Division, as needed, to provide specific details related to position(s) being classified. Each position is evaluated in terms of specific elements and the extent to which each element is present in the position. The Committee shall meet monthly. The elements considered in evaluating professional positions are:

- I. BASIC KNOWLEDGE
- II. EXPERIENCE
- III. JUDGMENT AND INITIATIVE
- IV. INDEPENDENT ACTION
- V. ACCOUNTABILITY
- VI. INTERRELATIONSHIPS
- VII. MANUAL SKILLS
- VIII. PHYSICAL ENVIRONMENT

- IX. PHYSICAL EFFORT
- X. OCCUPATIONAL RISKS
- XI. SUPERVISORY RESPONSIBILITY - A
- XII. SUPERVISORY RESPONSIBILITY - B

3. Reclassification/Salary Adjustment/Working Title Change

ESU members and/or their supervisors may request reclassification, salary adjustment, and/or title change if they believe that there has been a change in the member's duties, an evolution of the position's responsibilities, or some other factor that had a substantial impact on the position.

4. Procedure

- a) The ESU member and/or supervisor requesting Title, Salary or Category change shall fill out the current ESU Reclassification Form and submit the form (Appendix A) along with appropriate documentation to their immediate supervisor and chairperson of ESU. At a minimum, appropriate documentation must include the former and new job descriptions.
- b) The immediate supervisor shall forward the request to the Division Head, along with his/her comments, within five (5) working days.
- c) If the request has been filed by an ESU member, the Division Head will forward the request, along with his/her comments, to the Director of Human Resources within five (5) working days. If the request has been filed by the supervisor, the Division Head will forward the request to the Director of Human Resources within five (5) working days only if the Division Head approves the request. If the Division Head denies the request, the process will end here.
- d) The Director of Human Resources shall forward the request to the Classification Committee for re-classification which shall be submitted to Human Resources Department within 15 days of receipt. The Director of Human Resources or the Human Resource Compensation Specialist will review the request and the results from the Classification Committee and make a determination of appropriate changes. Any determination of changes in Title, Salary, or Category must be justified and documented relative to classification ranges, similar existing positions, standard practice, and/or equity. The Human Resource Director or Compensation Specialist shall make his/her determination within thirty (30) days. Said determinations shall be forwarded in writing to the Division Head, the requestor, the ESU Chairperson, and the ESU member.
- e) Salary adjustments made under the process described in Section 3 shall not exceed 20% of the employee's current salary.

5. Appeals

Any ESU member may appeal the decision of the Director of Human Resource or Human Resource Compensation Specialist to the Appeals Committee. The Appeals Committee shall consist of two (2) unit members selected by the Chairperson (no member can be a supervisor or co-worker of the member making the request) and two (2) non-unit members selected by the Chancellor (no non-unit member shall be the supervisor or Division Head of the member making the request.) The chair of the committee shall rotate between the unit and non-unit members per request and shall be responsible for formal communications.

Within five (5) working days after receipt of the Human Resource decision in the process outlined in 3, the ESU member must request that Human Resource forward all documents, including the decision document, to the Appeals Committee. The Appeals Committee will review said documents and make a recommendation to the Chancellor within fifteen (15) working days for final decision. The Chancellor's decision shall be rendered within ten (10) working days.

E. Annual Evaluation of Bargaining Unit Members

1. The parties agree that the evaluation instrument and instructions as contained in Appendix B, incorporated herein as part hereof shall be the sole exclusive instrument and instructions used for the annual evaluation of unit members.

The Evaluation Process:

1. Annually, the supervisor will evaluate each bargaining unit member in the month of November.
2. The evaluation shall be recorded in writing. Prior to preparation of a final draft, the evaluator shall meet with the unit member to discuss the evaluation. Each unit member shall receive a complete copy of the final evaluation and shall sign the evaluation to indicate receipt and review. The signature shall not indicate agreement or disagreement with the content.
3. The unit member shall have the right to respond in writing to the evaluation and to have these comments attached to the official file copy of the evaluation.
4. The evaluation will be based on the University's and department's mission, goals, and annual objectives and on an annual plan of goals and objectives arrived at between the department head and each individual employee. Department heads will ensure that the evaluation process is of a constructive nature and that it will aid the bargaining unit member in correcting any deficiencies. Furthermore, the evaluation should provide opportunity for discussion of evolution in job duties or expectations. Should merit money be available, the evaluation will be taken into consideration in determining the award of merit increases.

5. Department heads who report directly to non-unit supervisors will be evaluated by them using the same process.
6. The evaluation will be forwarded to the division head or designee by the supervisor upon completion of the evaluation for signature. Results will be maintained in confidence between the bargaining unit member, the department head, the division head and/or designee, if any, and become a part of the employee's personnel file.

Goals and Objectives:

New employees to the Educational Services Unit shall also have section II. B. waived for their first year of service.

Transfers:

Bargaining unit members who are transferred shall have their annual evaluation conducted by the supervisor with whom they spent the majority of the year. When a transfer occurs which results in an equal time period of supervision, the most recent supervisor shall conduct the annual evaluation.

Appeals:

Bargaining unit members may appeal their overall rating by submitting in writing to the Division Head evidence that supports their contention. The appeal must be sent within ten (10) working days from the time that the bargaining unit member receives his/her annual evaluation. The Division Head shall render a final decision on the appeal within ten (10) working days of receiving the appeal.

Training:

Supervisors, regardless of bargaining unit status, shall attend a training program conducted by the Office of Human Resources prior to conducting any evaluation process. The Chair of the ESU or designee shall be in attendance at the training program.

F. Personnel File

The Office of Human Resources shall maintain the official personnel file for each member of the bargaining unit.

The bargaining unit member may schedule an appointment at a mutually convenient time during regular business hours to view the personnel file and may have a copy of any material contained in the personnel file.

Should the bargaining unit member object to any material contained in the personnel file, the bargaining unit member may insert a signed and dated written personal statement into the personnel file.

It shall be the responsibility of each bargaining unit member to immediately inform the

University Office of Human Resources of any change in name, address, telephone number, marital status, dependents, or beneficiary.

ARTICLE VI

SALARY AND FRINGE BENEFITS

A. Cost Items and Appropriation by General Court

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.
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.
3. The Trustees 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.
4. All moneys which are designated in the budget (AA account) for the salaries of the members of the bargaining unit shall be allocated solely for such salaries. Provided, however, where the law allows, the administration of the University may temporarily and for cause use a position in the bargaining unit as designated on the AA account for other duties after consultation with representatives of the Educational Services Unit.
5. For the purposes of the hiring schedule, a listing of the categorized positions is maintained in the Office of Human Resources.
6. Salary Adjustments

Definitions

- (a) The terms, "state tax revenues," budgeted revenues" and "budgetary funds" shall have the meanings assigned to those terms in M.G.L., Ch. 29, sec. 1.
- (b) For the purposes of this section, "tax revenues" shall mean, for any given fiscal year, state tax revenues that count as budgeted revenues in the budgetary funds, as reported by the Commissioner of Revenue on a preliminary basis in July following the end of the fiscal year, subject to any final technical adjustments made prior to August 31. Tax revenues shall include taxes that are transferred to the Commonwealth's Pension Liability Fund, the Massachusetts Bay Transportation Authority State and Local Contribution Fund, the School Modernization and Reconstruction Trust Fund and the Workforce Training Fund.

- Effective first full pay period in July 2017: 1.0% base rate salary increase based on a "satisfactory" performance rating for members who were on the payroll as of July 1, 2016.
- Effective first full pay period in July 2017: If fiscal year 2018 tax revenues, as defined in paragraphs (a) and (b), above, equal or exceed \$27,072 billion, 1.0% base rate salary increase based on a "satisfactory" performance rating for members who were on the payroll as of July 1, 2016.
- Effective first full pay period in July 2018: 2.0% base rate salary increase based on a "satisfactory" performance rating for members who were on the payroll as of July 1, 2017.
- Effective first full pay period in July 2019: 2.0% base rate salary increase based on a "satisfactory" performance rating for members who were on the payroll as of July 1, 2018.

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 paid period during which such salary increase is implemented; or b) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay; *provided* that, for any member of the bargaining unit who was on the payroll on or after January 1, 2018, for the salary increases effective in July 2017, the provisions contained in this paragraph shall be suspended.

Effective July 1, 2018, newly hired or promoted members of the bargaining shall receive the following minimum salary for the appropriate category:

ESU HIRE-IN/PROMOTIONAL SALARY RANGES			
LEVEL	MIN	MID	POINTS
10	36,040	44,906	149-160
11	39,632	49,541	161-172
12	43,690	54,610	173-184
13	47,860	59,826	185-196
14	52,496	65,621	197-208
15	56,783	70,979	209-220
16	61,130	76,414	221-232
17	65,764	82,208	233-244
18	70,401	88,002	245-256
19	75,327	94,156	257-268

NOTE: The above minimum salaries shall be applied to any member of the bargaining unit who: 1) was on the payroll on or after January 1, 2016; and 2) has not received a performance appraisal that is less than satisfactory.

Effective July 1, 2019, newly hired or promoted members of the bargaining shall receive the following minimum salary for the appropriate category:

ESU HIRE-IN/PROMOTIONAL SALARY RANGES			
LEVEL	MIN	MID	POINTS
10	37,842	47,151	149-160
11	41,614	52,018	161-172
12	45,875	57,341	173-184
13	50,253	62,817	185-196
14	55,121	68,902	197-208
15	59,622	74,528	209-220
16	64,187	80,235	221-232
17	69,052	86,318	233-244
18	73,921	92,402	245-256
19	79,093	98,864	257-268

All current salary items in the current contract, such as base rate increases, step increases on the base, and/or increases to the minima shall occur. All salary adjustments shall be applied first, then increased to minimum salary for the category if applicable.

7. Service Adjustment - Length of Service

Upon ratification of this contract each member of the bargaining unit, upon completion of twenty-five (25) years or thirty-five (35) of service with the University of Massachusetts

Dartmouth, shall receive a salary increase of five percent (5%) of his or her salary effective on the anniversary date of initial hire.

8. Service Adjustment - Retirement

If a member of the bargaining unit, aged fifty-five (55) or older, has served the University for twenty (20) years or more and has filed with the Chancellor in writing, prior to September 1 of the last year of service, an intent to retire at the end of the coming year and the intent to retire has been accepted by the Chancellor, the Chancellor shall increase the individual's salary by \$4,000.00.

If the individual rescinds the intention to retire more than six (6) months prior to the effective date of the retirement any increase shall be forfeited and paid back. If the member rescinds less than six (6) months from the effective date any increase shall be forfeited and paid back, and the member may be transferred to a vacant or new position at the Dartmouth campus. If a member is transferred under this provision to a lower rated position the member shall retain their current salary.

9. Workload

The parties recognize that work schedules for ESU members may vary widely within the standard payroll period, and certain individual bargaining unit members have schedules, consistent with departmental needs and goals, that require them to provide services as part of their duties at night or on weekends. In addition, ESU members, as professionals, on occasion have to devote additional time to the completion of their work.

Unless as mutually agreed to by the employee and the department head, the regular schedules of ESU members shall include two consecutive days off.

10. Discretionary Administrative Leave

If a supervisor requires an ESU member, in writing, to work for a specific period of time in circumstances other than those described in #9 above, the supervisor shall also specify in writing that the unit member shall receive Discretionary Administrative Leave, to be taken at a mutually agreed upon time.

Use of Discretionary Administrative Leave shall be scheduled by mutual agreement between the ESU member and the supervisor. Leave accumulated under this article shall be taken no later than 365 days after accrual.

a. On-Call

Members of the bargaining unit, assigned in writing to a formal on-call status,* shall receive one day of Discretionary Administrative Leave for every week (7 consecutive days) assigned on-call status, or, for assignments of less than one week, one hour for every sixteen (16) hours assigned on-call status. Members shall not serve consecutive weeks unless there is a bona fide emergency.

Pilot Alternative, Compensated On-Call Systems

A functional unit may establish a pilot alternative, compensated on-call system in writing under the following conditions:

- Employees assigned to a pilot alternative compensated on-call system are required to respond to the contact device (phone, cell phone, beeper, etc.) provided by the administration, for the specified period of time.
- A base salary increase, as calculated below, shall be applied to every employee who is assigned to a pilot alternative compensated on-call system, for such duration as the employee remains part of the alternative on-call system.
- The base rate increase described above shall be calculated as follows:

$$\text{Adjustment} = \text{Annual On-call Hours} \div 8 \div 40 \times \$750$$

- The provisions of VI(A)(10)(b) do not apply to employees who are assigned to a pilot, alternative compensated on-call system.

b. Call-Back

An ESU member 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 one (1) hour of Discretionary Administrative Leave for each hour worked. Supervisors shall take into consideration travel time to and from the member's place of employment.

An ESU member who is called back to work under this provision that does not require travel to and from his/her place of employment shall receive an hour of Discretionary Administrative Leave for each hour worked, subject to the approval of his/her supervisor. Leave accumulated under this article shall be taken no later than 365 days after accrual.

*Formal on-call status requires that the bargaining unit member respond to the contact device (phone, cell phone, beeper, etc.) provided by the administration, when such device is provided, for a specified period of time.

- c. There shall be a special labor management committee established, with an equal number of representatives appointed by the Union and appointed by the administration, for the purpose of monitoring and making recommendations to amend the Pilot Alternative, Compensated On-Call Systems; provided that unless mutually agreed, neither party shall be required to negotiate or re-negotiate the terms of the Pilot Alternative, Compensated On-Call Systems during the life of this agreement.

11. Team Leaders in Computing and Information Technology (CITS)

- (1) Team Leader additional duties shall normally have a term of no more than one year.
- (2) Appointments to the position shall be made by the Department Head in CITS and approved by the Division Head. A Team Leader may withdraw from the position at any time during the appointment period provided that sufficient notice has been given to his/her supervisor in writing.
- (3) The additional duties and responsibilities of a Team Leader are as follows:
 - *Coordinate task assignments within the team, making adjustments as necessary.
 - *Coordinate and facilitate communications within the team and with other areas.
 - *Manage customer relationships and coordinate customer support.
 - *Coordinate project and resource needs for the team.
 - *Prepare budget information.
 - *Function as a team member.
- (4) Team Leaders are eligible for additional compensation in accordance with Article VI.A.14.

12. The employer shall have the option to counter a written job offer.

13. Prior Contract

The parties agree that there is no outstanding obligation for moneys not previously disbursed for in- service or merit recognized bonuses, distinguished service awards or career training under any prior agreement.

14. Additional Compensation

Bargaining unit members accepting an interim appointment to a position at a higher level shall receive a salary adjustment of up to 20% in addition to their current salary or the minimum salary of the interim position, whichever is higher. Interim appointments under this article shall be up to one (1) year but may be extended to 16 months given an unusual circumstance.

Bargaining unit members assigned temporary additional duties that are beyond the scope of their normal duties or a substantial increase in their regular duties outside of normal working hours and in circumstances other than those described in Section 9, Workload, shall receive a monthly stipend up to a maximum of 20% of their salary. These additional duties shall not be for more than a one year period, and shall be reviewed at the conclusion of the year. Duties described herein shall not be considered eligible for Discretionary Administrative Leave under Article VI.A, Section 11 of the Agreement.

Stipends may be applied to the base salary at the member's discretion if this practice is allowed elsewhere at the University of Massachusetts, Dartmouth, during the life of this Agreement.

15. Parking

The University agrees that the Chancellor shall constitute the University Parking Committee and the ESU representative to the Committee shall be determined in accordance with the parties' collective bargaining agreement.

It is further agreed that effective July 1, 2009 the following campus locations shall have sufficient designated parking spaces for Educational Services Unit members as follows:

- (a) eighteen (18) or sufficient designated parking spaces at the Tripp Athletic Center.
- (b) twenty-two (22) or sufficient designated parking spaces in parking Lot C (rear of Pine Dale Hall).
- (c) seven (7) or sufficient designated parking spaces adjacent to Elmwood Hall.
- (d) one (1) parking space designated to each Resident Director in proximity to their assigned apartment and one (1) additional parking decal, at no cost, shall be provided to a Resident Director's spouse or domestic partner.

If the University continues the parking fine appeals committee, the chairperson of the union shall appoint one (1) member to the committee.

Upon execution of the July 1, 2018 agreement, the parties will jointly with all other UMass Dartmouth campus unions, engage in good faith discussions on a paid parking system.

B. Benefits

- 1. The members of the bargaining unit shall continue to be covered by all the fringe benefits as provided by law.
- 2. The following are fringe benefits for members of the bargaining unit:
 - (a) Life Insurance

The trustees shall continue to cover all employees of the unit under the plan now in effect during the term of this agreement pursuant to the provisions of Massachusetts General Laws, Chapter 32A, Sections 5, 6, 8 and 10.

- (b) Group Insurance

The Commonwealth and each covered employee shall pay the monthly premium rate for the Group Insurance Plan in a percentage amount to be determined by the General Court for the type of coverage that is provided to such employee and his/her dependents under the plan.

(c) Worker's Compensation

The members of the bargaining unit shall be covered by provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152. A member who is entitled to any sick leave allowance may take such of his/her sick leave allowance as payment as, when added to the amount of any disability compensation provided by statute, will result in the payment of his/her full salary in accordance with the provisions of MGL Chapter 152, Section 69.

(d) Health Care Cost Containment

The parties recognize the escalating cost of group health insurance is a matter of mutual concern.

(e) Pre-Tax

Pre-tax treatment of group health insurance contributions shall continue for the duration of the contract.

(f) Annual Leave

Subject to the approval of the immediate non-unit supervisor or designee, the following leave shall be allowed:

(1) For employees hired on or before June 25, 1983:	DAYS
For service two years and under	20
For service after two years and under five years	22
For service after five years and under ten years	24
For service after ten years and under fifteen years	26
For service after fifteen years	28

Accruals shall be earned hourly.

(2) For employees hired after June 25, 1983:	DAYS
For service eight years and under	20
For service after eight years and under sixteen years	21
For service after sixteen years and under twenty-five years	23
For service after twenty-five years	28

Accruals shall be earned hourly.

Accruals shall be cumulative for a period of up to sixty-four (64) days and shall be payable to members or their survivor(s) upon termination of employment.

Effective June 30, 2020, unused leave over sixty-four (64) days will be forfeited. In addition, members will not accrue more than sixty-four (64) days.

(g) Sick Leave

Effective July 1, 1998 all members shall be entitled to fifteen (15) days sick leave per year. At the beginning of each fiscal year, three (3) days shall be contributed on behalf of each unit member to the sick leave bank. Accruals shall be earned monthly. There shall be no limit on accumulation. Up to ten (10) days sick leave may be used for illness of a family member. The Office of Human Resources shall maintain a register of the sick leave bank and the number of days accumulated in the bank.

After the exhaustion of personal sick leave accumulation and vacation leave accumulation, every member of the Sick Leave Bank shall draw upon the Sick Leave Bank. Each member of the sick leave bank may draw up to forty-five (45) working days. After the forty-five (45) working days have been exhausted, the member must reapply to the sick leave board which will be appointed by the Educational Services Unit Chairperson and one (1) administrator appointed by the Chancellor.

Members of the bargaining unit who wish to use accrued sick leave, must notify the immediate supervisor no later than the end of the scheduled shift, or in exceptional circumstances, as soon as practical. Repeated violations of this provision may result in loss of pay for the day.

Where the next level supervisor has substantial evidence to believe that sick leave is being abused, he/she may request the submission of satisfactory medical evidence from a qualified health care professional to the Office of Human Resources. Such requests shall be made within ten (10) working days of the suspected abuse or return of the bargaining unit member, whichever is later. Failure of a bargaining unit member to present such medical evidence within ten (10) working days after such a request has been made by the next level supervisor may, at the discretion of the next level supervisor, result in the absence being treated as absence without pay. The next level supervisor may at his/her discretion, grant the bargaining unit member reasonable time during the bargaining member's regular tour of duty, if necessary, to seek the proper medical evidence as requested. For consecutive days of sick leave, no such request for medical information shall be made prior to seven (7) consecutive work days.

All medical documentation shall be submitted directly to the Office of Human Resources who will maintain all documents as confidential and will notify supervisor of receipt of requested information.

All medical information received shall be maintained as confidential information by the Division Head and returned to the member at the member's discretion upon review. If a dispute arises from the review of medical information, all information shall be transferred to the member's personnel file in Human Resources until settlement of the dispute.

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

(h) Payment for Accumulated Sick Leave

Upon retirement any member of the bargaining unit shall receive as payment for accumulated sick leave twenty percent (20%) of the total number of the accumulated sick days. This amount shall not be counted to calculate retirement benefits.

(i) Funeral Leave

Upon the death of the husband, wife, child, parent, spouse's parent, brother, sister, brother-in-law, sister-in-law, stepchild, grandchild, and grandparents of any member of the unit, or a person living the immediate household, funeral leave with full pay shall be granted for a period not to exceed five (5) days. The immediate supervisor and 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.

(j) Personal Leave

On the first Sunday in the first full pay period in January of each year, Educational Services Unit personnel will be credited with eight (8) personal leave days which may be taken through the end of December.

Members of the bargaining unit who wish to use personal leave, must notify the immediate supervisor no later than the end of the scheduled shift, or in exceptional circumstances, as soon as practical. Repeated violations of this provision may result in loss of pay for the day.

There shall be a special labor management committee established, with an equal number of representatives appointed by the union and appointed by the administration, for the purpose of developing appropriate requirements and practices for the use of personal leave.

All newly hired employees for the first calendar year of employment shall have their personal

leave pro-rated in the following manner:

<u>Date of Hire into Unit</u>	
Beginning of Calendar Year to March 30	8.0
April 1 to June 30	6.0
July 1 to September 30	4.0
October 1 to end of Calendar Year	2.0

(k) Professional Leave

After six (6) years or more of service to the University, a member of the bargaining unit is eligible for paid professional improvement leave, which addresses needs of the department, division, and University. This leave shall be recommended on the approval of the proposal submitted to the Professional Leave Committee.

The Professional Leave Committee shall be composed of six (6) members, three (3) individuals appointed annually by the Chairperson of the Educational Services Unit, and three (3) non-unit administrators appointed by the Chancellor of UMass Dartmouth.

The position of chairperson shall alternate annually between the University and the ESU.

The Professional Leave Committee shall recommend to the Chancellor proposals advancing professional competencies and service related to UMass Dartmouth's mission and priorities. The Chancellor will confer with the appropriate administrator about the feasibility of releasing the individual for the leave.

(l) Family Leave

It is understood that the provisions of the Family and Medical Leave Act of 1993 ("FMLA") apply to all eligible members of the bargaining unit and that when the collective bargaining agreement provides the same type of leave required under FMLA, any time spent by an employee on such contractual leave shall simultaneously be counted as an FMLA leave. Employees on FMLA leave may choose to use accrued vacation, personal, or sick leave credits and are entitled to apply for sick bank leave credits. Upon notice, employees may opt to use unpaid time.

If the leave benefits provided in the collective bargaining agreement are less than those available under the FMLA, the more generous provisions of the FMLA shall prevail.

If the leave benefits provided in the collective bargaining agreement are greater than required by FMLA, the relevant provisions of the agreement shall be honored, but the first twelve (12) weeks spent on such contractual leave shall, if applicable, be counted as FMLA leave.

Regular group health insurance coverage shall be maintained when a leave is granted in full accordance with Family Leave Policy or when the collective bargaining agreement specifically so requires.

Individuals who are on maternity leave and other forms of family leave in accordance with this section may be eligible for an extension of up to twelve (12) weeks, subject to the approval of their division head. Such extension must be requested in writing and shall require the approval of the employee's division head. The extension shall be unpaid, unless the employee has accrued vacation, personal, or sick leave credits available to cover any portion of this period of time. Individuals denied an extension by the division head may appeal to the Chancellor. Such appeals must be in writing to the Chancellor. A decision by the Chancellor is final.

Members who have been employed for at least 3 consecutive months, shall receive his/her regular salary for 10 days of said leave, at a time requested by the employee. These 10 days of paid leave may be used on an intermittent basis over the 12 months following the birth, adoption, or foster placement, except that the leave may not be charged in increments of less than one day.

Members of the bargaining unit shall be eligible to use sick day accruals for the purpose of FMLA.

(m) Tuition Credits

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.

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.

(n) 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).

(o) Travel Allowance

When a member of the bargaining unit is authorized to use a personal automobile for travel related to employment or is assigned to travel status, the individual shall be reimbursed for travel and meal expenses at the amount established in the Board of Trustees/University System Travel Policy.

(p) Leaves

(1) Military Leave Rules and Regulations

Any person in the service of the Commonwealth shall be entitled, during the time of his/her service in the armed forces of the Commonwealth, under Section thirty-eight, forty, forty one, forty-two or sixty of Chapter 33 of the General Laws, or during his/her annual tour of duty not exceeding seventeen days as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee or official of the Commonwealth, and shall also be entitled to the same leaves of absence or vacation with pay given to other 11e employees or officials (Section 59 of Chapter 33, G. L., as amended by Chapter 378 of the Acts of 1956).

Any person in the service of the Commonwealth 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 provision of Chapter 708 of the Acts of 1941, as amended, or of Chapter 805 of the Acts of 1950, and amendments thereto.

Any person who, on or after January first, nineteen hundred and forty shall have tendered his/her resignation from an office or position in the service of the Commonwealth, or otherwise terminated such service for the purpose of serving in the military or naval forces of the United States, and who does or did so serve or was or shall be rejected for such service, shall, except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from his/her office in the service of the Commonwealth or to have terminated such service, until the expiration of two years from the termination of said military or naval service by him/her.

Any officer or employee of the Commonwealth appointed by the Governor with the advice and consent of the council or any employee of the Commonwealth appointed by a commissioner of a department, a commission or board with the approval of the Governor and a council, or any officer or employee appointed by the General Court or either branch thereof who, on or after June 25, 1950, shall have tendered his/her resignation from an office or position in the service of the Commonwealth for the purpose of serving in the armed forces of the United States while engaged in hostilities under flag of the United Nations, or in state of war arising out of and as a result of such hostilities, and who so serves, shall, except as otherwise provided in Chapter 805 of the Acts of 1950, and amendments thereto, be deemed to be or to have been on leave of absence without pay and no such person shall be deemed to have resigned from his/her office or position in the service of the Commonwealth, or to have terminated such service, until the expiration of ninety days from the termination of said service with the said armed forces; provided, however, that such service shall not be construed to include service for more than four years unless such further period of service in excess of four years was involuntary service required by the government of the United States. This rule shall terminate on July 1, 1966[(Section 25 of Chapter 708 of the Acts of 1941, as amended by Chapter 544 of the Acts of 1962). Chapter 580 of the Acts of 1964].

Leave of absence with pay shall be granted to persons on the occasion of appearances before local draft boards or draft appeal board, or for physical examinations ordered by said boards.

A person who is rejected by the armed forces of the United States shall be granted leave of absence with pay from the time at which he/she is ordered to report to the draft board until the time of his/her rejection, in addition, for such period of time, not to exceed forty-eight hours, as may be required for travel in connection therewith.

(2) Court Leave

Persons who are called for Jury duty shall be granted court leave. Notice of service shall be filed with the department head upon receipt of summons. (Opinion of Attorney General dated December 2, 1938.)

If Jury fees received by a person amount to more than the person's regular rate of compensation, he/she may retain the excess of such fees and shall turn over the regular rate of compensation together with a court certificate of service to his appointing authority.

Expenses reimbursed by the court for travel, meals, room hire, etc., shall be retained by the person and shall not be considered part of the Jury fees.

Persons who are summoned to appear as witnesses on behalf of any town, city, county, state or the federal government shall be granted court leave; provided, however, if any person who is employed by the Commonwealth is summoned to appear as a witness because of the duties of an additional position whether on part-time or not with a city, town, county or federal government or otherwise, such person shall not be granted court leave with pay. Notice of service shall be filed with the department head upon receipt of summons. Witness fees and all other fees except jury fees received for services during office hours shall be paid to the Commonwealth. Whenever a person is called for jury duty or summoned to appear as witness and such jury duty or appearance occurs during his/her vacation, there will be no necessity to account for any fees received during such period.

Expenses reimbursed by the person from travel, meals, room hire, etc., shall be retained by the person and shall not be considered as part of the witness fees.

When a person has been granted court leave for jury or witness service, and is excused by proper court authority, he/she shall report back to his official place of duty whenever the interruption in jury or witness service will permit four or more consecutive hours of employment. Court leave shall affect no employment rights. Court leave shall not be granted when a person is the defendant or is engaged in personal litigation.

(3) Other Leave

To permit persons who are veterans to pay tribute at the funeral in Massachusetts of veteran

dead, department heads shall grant leave of absence with pay to veterans who are members of firing squads, color details, pall bearers, buglers, or escorts participating in such services.

Persons shall be entitled to leave of absence with pay for loss of time due to prophylactic inoculation required as a result of their employment. If such absence with pay exceeds one (1) week, the appointing authority shall immediately initiate a workmen's compensation claim and further payments because of such prophylactic inoculation shall cease.

Persons shall be entitled to leave of absence with pay for period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

Leave of absence with pay may be granted to persons who are delegates or alternates to state or national conventions of the following veterans' organizations: American Legion, AMVETS or World War II, Disabled American Veterans, Legion of Valor, Marine Corps League, Order of the Purple Heart, United Spanish War Veterans, Veterans of Foreign Wars, Reserve Officers Association of the United States, USA, Inc. Whenever such leave of absence with pay is granted to persons subject to this rule, such a leave of absence will not be charged to available vacation leave credits.

Leave of absence with pay may be granted to persons who are officers, delegates or alternates of employee organizations for the purpose of attending conventions or their organizations. If a person is granted permission to attend such a convention under this rule, the person shall be granted leave of absence with pay and said absence shall not be charged against available vacation leave credits.

Persons who are officers of employee organizations may be granted leave of absence with pay to attend hearings before state legislative committees or commissions and not more than ten executive board meetings per calendar year. Persons who are officers or members of employee organizations may be granted leave of absence with pay to attend conferences with department heads, boards or commissions in the interest of business pertinent to the membership of their organization and to the Commonwealth.

Leave of absence with pay, not to exceed two (2) hours, shall be granted to any person, if he/she makes application therefore, to permit him/her to vote in the voting precinct, ward or town in which such person is entitled to vote; provided that the hour of opening and the hour of closing of the polls at such voting place would preclude his/her working his/her regular hours of employment and his/her traveling to or from the polls.

(q) Holiday Schedule

The following days shall be holidays for employees:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans Day
Memorial Day	Thanksgiving Day
	Christmas Day

Mandatory Holiday Work

1. Members of the bargaining unit required to work on any holiday listed in Article VI.B.(q), with the exception of Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day, shall receive, at the request of the member, either two (2) days of pay at their regular rate of pay or one (1) day's pay at their regular rate of pay and one (1) day of compensatory time to be used in accordance with the contract.
2. Members of the bargaining unit required to work on any holiday listed in Article VI.B.(q), with the exception of Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day, shall receive written notification from their Division Head not less than ten (10) working days prior to the holiday assigned to work. The Division Head shall forward a copy of the notification to the Office of Human Resources. If circumstances arise wherein the Division Head is unable to meet the ten-day notice requirement, the bargaining unit member assigned to work on the holiday may, subject to the approval of the Chancellor, receive reasonable and appropriate additional compensation in addition to the compensation mandated in the preceding paragraph. The decision of the Chancellor shall not be grievable or precedent setting.
3. Members of the bargaining unit shall not be required to work on Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day, unless an emergency is declared by the Chancellor. Bargaining unit members required to work on one of the holidays named herein, due to a declaration of emergency by the Chancellor, shall receive three (3) days' pay at their regular rate of pay for the holiday worked.
 - 3(a) If, due to the nature of a bona fide emergency, (including but not limited to life/safety issues) the Chancellor is unable to make the necessary declaration, each member of the bargaining unit required to work on one of the holidays named herein shall, upon written verification of work by their immediate supervisor, receive three (3) days' pay at their regular rate of pay for the holiday worked. Written verification of work shall be forward to the Office of Human Resources by the immediate supervisor.
4. Given the nature of their regular duties and responsibilities, members of the bargaining unit in the job title Resident Director, who are required to work on Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day, shall, at their discretion, receive

as compensation either two (2) days of pay at their regular rate of pay or one (1) day's pay at their regular rate of pay and one (1) day of compensatory time to be used in accordance with the contract.

5. ESU Members with Compressed Schedules

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 employees 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 employees 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.

The University will make the necessary adjustments to accruals of those unit members who are currently working a compressed schedule going back to the original date of their compressed schedule.

(r) Health and Welfare

(1) The Trust Agreement

The parties agree to continue the Health & Welfare Fund Agreement and Declaration of trust established under the prior collective bargaining contract. The Board of Trustees of the Health & Welfare Fund(s) shall determine in their discretion and within the terms of this agreement and the agreement and declaration of trust(s) such health and welfare benefits to be extended by the Health & Welfare Fund(s) to employees and/ to their dependents.

(2) Funding

- a. Effective the first pay period in January 2015, the University agrees to contribute on behalf of each full-time equivalent unit member \$14.50 per calendar week to the appropriate Health & Welfare Fund.
- b. Effective the first pay period in June 2016, the University agrees to contribute on behalf of each full-time equivalent unit member \$15.00 per calendar week to the appropriate Health & Welfare Fund.
- c. Effective the first pay period in June 2017, the University agrees to contribute on

behalf of each full-time equivalent unit member \$15.50 per calendar week to the appropriate Health & Welfare Fund.

(3) Non-Grievability

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

(4) Board of Trustees' Liability

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

ARTICLE VII

WORKING CONDITIONS

A. Full-time Service Requirements

Appointments to a position in this bargaining unit on a full-time basis obligates the appointee to render full-time service to the University unless otherwise specifically exempted by the Chancellor in writing.

B. Professional Responsibility

1. The exercise of legal and constitutional rights shall in no way jeopardize the Educational Services Unit member's position or rights.
2. It shall be the duty of the administration to provide safe, clean, wholesome surroundings in all places of employment coming under their jurisdiction. Employees of the University of Massachusetts Dartmouth shall report to their immediate supervisor any condition which they believe endangers their health or creates hazard in their employment. The immediate supervisor shall correct the condition complained of, if necessary, and within the supervisor's authority to do so, or if appropriate, shall report such complaint to the appropriate individual or next-level non-unit supervisor for correction by the proper authority.

C. Transfers/Change of Job Duties

1. Educational Services Unit members may be transferred from one division or department to another without loss of seniority or any other rights or prerequisites. Such transfers may not be made without consultation between the employee(s) and the Division Head. Written reasons for the transfer shall be furnished when requested by the employee(s). All transfers and job changes shall be reasonable and appropriate.
2. No change in job duties shall occur without previous consultation between the employee and his/her immediate supervisor and Division Head. Written reasons for changes in job duties shall be furnished when requested by the employees.

D. Contract Year

The contract year of employment shall begin on July 1 and end on June 30. Educational Services persons may request a change in their yearly contract duration. The request must be filed with the Division Head three (3) months in advance of the day of change of contract duration. The Division Head will review and prepare a written recommendation to be submitted to the Vice Chancellor of Administration and Fiscal Services. The Vice Chancellor of Administration and Fiscal Services will review and submit his/her recommendation to the Chancellor. The Chancellor shall make his/her recommendation to the Board of Trustees. The decision by the Board of Trustees shall be submitted to the applicant within ninety (90)

days of the date of application.

If the change in contract duration is approved, the Educational Services Unit member must notify the Vice Chancellor of Administration and Fiscal Services by March 15, annually, of his/her intention to continue this arrangement. If no notification is made, the individual reverts to his/her original twelve (12) month contract.

E. Teaching Assignments

1. Members of the Education Services Unit may teach in the University Extension program subject to meeting all the contractual appointment provisions for such an activity as long as it does not conflict with their full services commitment of their contract of employment.
2. Any member of the bargaining unit may request from the Chancellor exemption from full-time service to their specific job duties to teach in one of the daytime academic departments. Such requests shall go through the contractually delineated process of the UMass Dartmouth Faculty Federation/Trustees Agreement and shall be approved by the Chancellor of the University. The numbers of hours for such a teaching activity to be credited toward the reduction of the employee's full-time service requirements shall be determined by the Chancellor or his/her designee after consultation with the affected employee. In no instance shall the employee's salary compensation be reduced or increased.
3. Members of ESU may teach one course per semester in the various daytime academic departments, subject only to the limitations that follow:

Where an ESU bargaining unit member is offered such teaching assignments, in instances not covered by Article VII E items 1 and 2 of the University/ESU collective bargaining agreement, and where the ESU member is not seeking release time, the ESU member must receive the approval of his/her supervisor and the Provost, and must complete and obtain approval of a Statement of Non-Conflict form;

In each such instance, the ESU member, the supervisor, and the Provost must agree to a flex-time arrangement whereby the ESU member would agree to work additional hours to make up, on a pro rata basis and as necessary, any time spent on the teaching assignment during the regular work day;

If the ESU bargaining unit member accepts such a teaching assignment, he/she will be paid for such assignment at the regular contractual rate for "Visiting Lecturers" as set out in the Faculty Federation collective bargaining agreement at Article XV;

Payment for the teaching assignment shall be in the form of a stipend for additional work, and shall be in addition to the ESU member's regular salary.

F. Agency Fee

Persons covered by this agreement who are not Federation members shall be required, as a condition of employment, within thirty (30) days to pay to the Federation an agency service fee proportionately commensurate with the cost of collective bargaining and contract administration. The amount of the fee shall be no more or no less than the Federation dues.

G. Flex-Time

Members of the bargaining unit may be permitted to work a flexible work schedule provided said flexible schedule constitutes full-time employment. Any member so desiring to work a flexible schedule shall make said request in writing to his/her department head; the department head shall forward the request, with his/her recommendation, to the Division Head. The Division Head must consider the request within ten (10) working days. Said request may be approved, disapproved, modified, or include time limitations at the discretion of the Division Head. The Division Head's decision is final and non-grievable. The details of any such flexible work schedule shall be submitted by the Division Head to the Office of Human Resources for recordkeeping purposes.

H. Weather Conditions

When the campus is closed due to inclement weather conditions, members of the bargaining unit who are required to work shall receive compensation in time equal to the actual amount of time worked or, at the member's discretion, pay at the member's regular rate. Members who receive compensation in time shall have one hundred and twenty (120) calendar days to use this time; unused time shall be forfeited at the end of one hundred and twenty (120) calendar days. Members of the bargaining unit, who are required to work and are unable to report, due to the weather, shall not be penalized by loss of time.

I. Incorporation of Temporary, Non-Benefited Professional Positions

Part-time employees may be incorporated into the bargaining unit and subject to the provisions in this section when completing eighteen months of continuous service. If incorporation does not occur at the eighteen month, the part-time position shall be eliminated.

Part-time employees working under contracts that require a two (2) or three (3) month break in service for the purpose of calculation shall be eligible for unit membership and the provisions listed below. Seasonal employees (i.e. part-time coaches) and part-time long term medical leave replacements shall be excluded from these provisions.

I.1 PART-TIME PROFESSIONAL STAFF

1. Part -time professional staff positions within the bargaining unit shall work a minimum of 18 $\frac{3}{4}$ hours per week on a regular basis.

2. Part-time professional staff positions shall be subject to Articles I, II, III, IV, V.
3. Salary Schedule

The salary schedule for part-time staff positions shall be prorated after evaluation and placement of the position description within the unit category system by the Classification Committee, Article V. Section D.

4. Benefits

The members of the bargaining unit shall continue to be covered by all the fringe benefits provided by law.

Part-time professional staff members shall be eligible for benefits as provided in Article VI (Salary and Fringe Benefits), Article VIA (Life Insurance), Article VIA (Group Insurance), Article VIA (Worker's Compensation), Annuities, Article VI (Funeral Leave), Article VIA (Other Leaves), Article VIA (Sick Leave Bank), Article VIA (Health and Welfare) to the extent permitted by Massachusetts law and/or the Massachusetts Group Insurance Commission.

5. Tuition Remission

All part-time professional staff members shall be eligible for system wide tuition remission benefits to the extent such are provided pursuant to the Higher Education Coordinating Council System Wide Tuition Remission Policy for Higher Education Employees and eligible for fee remission under Article VI B.

6. Sick Leave

All part-time professional staff members shall be entitled to prorated sick leave. There shall be no limit on accumulation.

7. Annual Leave

All part-time professional staff members shall be entitled to prorated annual leave subject to the same limitations as full-time bargaining unit members.

8. Grievance

All part-time professional staff members shall have all the benefits of the grievance procedure as outlined in the current agreement.

9. Working Conditions

Working conditions shall be the same as itemized in Article VII.

10. Retrenchment

All part-time staff members shall have no contractual rights under retrenchment. In the event of retrenchment, the University shall (1) discontinue part-time appointments and (2) shall not reduce the unit's full-time positions until all part-time positions have been reduced.

J. Off-Site Work Locations

1. Bargaining unit members who accept assignment to temporary duties as defined below in paragraphs a, b and c as a result of the University of Massachusetts system-wide implementation of new financial, human resources, and student administrative systems shall be eligible for the following additional compensation:
 - a) An employee defined as a member of a core project team for the system-wide implementation project shall have a stipend prorated on the basis of \$10,000 per year added to his/her base salary for the duration of the temporary assignment. Employees defined and assigned duties as core project team members have a temporary assignment that is full-time to the implementation project and are expected to work at the system wide implementation project work location, where designated, four (4) days per week for the duration of the temporary assignment. Upon completion of the temporary assignment, the employee's base salary will be reduced by the \$10,000 stipend.
 - b) An employee defined as a member of the core project team for the system-wide implementation project shall have a stipend prorated on the basis of \$7,500 per year added to his/her base salary for the duration of the temporary assignment. Employees defined and assigned duties as core project team members have a temporary assignment that is full-time to the implementation project and are expected to work at the systemwide implementation project work location, where designated, three (3) days per week for the duration of the temporary assignment. Upon completion of the temporary assignment, the employee's base salary will be reduced by the \$7,500 stipend.
 - c) An employee defined as a core subject matter expert for the system-wide implementation project shall have a stipend prorated on the basis of \$5,000 per year added to his/her base salary for the duration of the temporary assignment. Employees defined and assigned duties as core subject matter experts have a temporary assignment that is halftime (50%) to the implementation project and are expected to work at the system-wide implementation project work location, where designated, two (2) days per week for the duration of the temporary assignment. Upon completion of the temporary assignment, the employee's base salary will be reduced by the \$5,000 stipend.

- d) Should an employee who has agreed to accept an assignment described in this agreement decide they wish to be reassigned to their regular duties they will notify their supervisor to examine the situation and if they still wish to return to their regular duties the supervisor shall identify in consultation with the employee a reasonable date on which they will return. It is recognized by the parties that employees covered in this agreement may move between statuses described in sections a, b, and c of this agreement and their compensation shall be adjusted whenever the number of days or their status is modified on an ongoing basis.
2. Bargaining unit members who accept assignment to temporary duties as defined in paragraphs a, b, and c shall not suffer loss of vacation time due to the temporary assignments.
3. The parties agree that the hiring to temporary assignments of non-unit individuals to union positions shall follow the current collective bargaining agreement unless the temporary assignment is for less than three (3) months. The University agrees to consult with the Union prior to hiring to temporary assignments for less than three (3) months.

K. Essential Staff

When the campus is closed due to emergencies declared by the Chancellor or the Governor or due to inclement weather conditions, the following bargaining unit positions shall generally be deemed essential staff and required to work during such emergency situations: Campus Center Operations Manager, Director of Athletics, Fitness Center Supervisor, Fitness Center Assistant, Fitness Center Assistant Supervisor, Public Safety Director, Director of Housing, Associate Director of Housing, Resident Directors.

Compensation for these essential staff required to work when the campus is closed due to inclement weather conditions is set forth in Article VII H.

Those essential staff required to work during such emergencies (other than inclement weather conditions) shall, at a minimum, receive compensation in time equal to the actual amount of time worked, but management expressly acknowledges its contractual obligation to consult and negotiate with the union concerning the issue of possible additional compensation.

Management expressly reserves the right to add or delete bargaining unit positions to this list of essential staff in instances of such emergencies or inclement weather conditions. In all such emergency situations, management will take all necessary steps to insure that any facility required to remain open will be adequately staffed in terms of efficient operation and a safe working environment.

L. Resident Directors

- (1) Effective July 1, 2006, Resident Directors shall receive at least the minimum salary for the category that their position resides in per Article VI.

- (2) Resident Directors shall receive a student meal plan for a twelve (12) month period beginning September 1st through August 31st of each calendar year. Resident Directors shall select one option from the student meal plan options. The meal plan will allow Resident Directors to participate in any option commensurate with the student meal plans.
- (3) Resident Directors shall be assigned to a thirty (30) hour work schedule during the periods from December 26, 2014, through January 14, 2015. During these periods each Resident Director shall be awarded seven and one-half (7.5) hours of On Call/Call Back. This leave shall not change the employee's schedule for payroll purposes, or their accruals or charges to sick or vacation balances. On Call/Call Back under this Agreement shall not be banked, shall not be accounted for in any manner upon termination. Resident Director work schedules during the above periods and throughout the year shall be assigned by the Department based upon operational needs as determined by the Director of Housing and Residential Life/designee.
- (4) Resident Directors shall be assigned to a thirty (30) hour work schedule during the periods from My 31, 2014 through July 24, 2015. During these periods each Resident Director shall be awarded seven and one-half (7.5) hours of On Call/Callback each week. This leave shall not change the employee's schedule for payroll purposes, or their accruals or charges to sick or vacation balances. On Call/Callback under this Agreement shall not be banked, shall not be accounted for in any manner upon termination. Resident Director work schedules during the above periods and throughout the year shall be assigned by the Department based upon operational needs as determined by the Director of Housing and Residential Life/designee.

ARTICLE VIII

COMPENSATION FOR UNIVERSITY EXTENSION ACTIVITIES

- A. Compensation for University Extension activities is defined as pay for performance of work requested by the Division of Professional and University Extension. Said request must be for work performed beyond the normal work schedule of the individual involved and have prior approval of the appropriate Division Head.
- B. Such work shall be compensated at double-time rate. Minimum compensation shall be one-half (1/2) day.

$$\text{Daily Rate} = \frac{(\text{Current Annual Salary} \div 5)}{52} \times 2$$

ARTICLE IX

WELLNESS PROGRAM

The University and the Educational Services Unit, recognizing that the health of an employee greatly affects the quantity and quality of work, jointly encourages unit members to take advantage of any existing programs and facilities that will help to maintain his/her mental and physical well-being. To this end, unit members will be given release time whenever possible to participate, with the approval of the appropriate administrator.

In addition, the University will seek to have the Health Office, Counseling Center, Athletic Department, and other relevant offices plan programs aimed at serving the University employees.

ARTICLE X

RETRENCHMENT AND AFFIRMATIVE ACTION

- A. This retrenchment and affirmative action provision of the agreement between the parties constitutes the sole contractual provision covering such matters.
- B. Whenever an exigency indicates a reduction in the number of educational services unit positions, other than through retirement or voluntary resignation, the Board of Trustees or its designee shall give notice thereof to the President of the Faculty Federation and Chairperson of the Educational Services Unit. Within fourteen (14) days of such notice, a committee composed of three (3) administrators appointed by the Chancellor of the University and three (3) Educational Services Unit members appointed by the President of the Faculty Federation, in consultation with the Chairperson of the Educational Services Unit, shall meet and confer concerning the possible retrenchments.
- C. No member of the bargaining unit shall be released unless all reasonable efforts to reassign that member to an equivalent or similar position within the University have been exerted.
- D. All bargaining unit members first employed by the University after June 30, 1986 whose positions are funded by sources external to the University (i.e. other than regular state-funded employees and/or auxiliary services employees and/or Division of Professional and University Extension employees) shall, upon fiscal exigency caused by the elimination/reduction of the external funding, have no further contractual rights under this agreement. Further, all bargaining unit members in externally funded positions first recognized in the bargaining unit after June 30, 1989 shall, upon fiscal exigency caused by the elimination/reduction of the external funding, have no further contractual rights under this agreement.
- E. Retrenchment shall be by seniority within the Educational Services Unit bargaining unit, subject to the conditions stated below, and provided all bargaining unit members retained pursuant to the article are qualified for the position into which they are placed; provided further, the six members of the Educational Services Unit executive committee shall not be affected by this paragraph. There shall be one (1) seniority list for members of the bargaining unit, made up of all persons who are members of the bargaining unit ranked by seniority from most seniority to least seniority.

In the event of retrenchment, retrenchment shall begin with the least seniority to the most seniority.

Whenever during the term of this agreement it shall be necessary to fill positions that are vacant in the bargaining unit due to retrenchment pursuant to this article, the most senior member, in terms of University service, shall be re-appointed. Any such member so re-appointed, provided such member is qualified for the position involved, shall retain all the rights and privileges that he/she had accrued during his/her previous employment.

ARTICLE XI

GRIEVANCE PROCEDURES

A. Objectives

It is the declared objective of the Educational Services Unit and the Trustees to encourage the prompt and informal resolution of complaints of members of the bargaining unit as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

B. Definition

A grievance shall mean a complaint by a member of the bargaining unit that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of the agreement, or of any of the established policies of the Board of Trustees referred to in this Agreement; *provided* that, in the event that the Administration relies on any Board of Trustee Policy that is not referred to in this Agreement (see, Article II(L)) to support any decision that impacts the terms or conditions of employment of any member of the bargaining unit, a grievance shall also mean a complaint by a member of the bargaining unit that there has been as to him/her a violation, misinterpretation or inequitable application of any such Board of Trustee Policy.

C. General Procedures

1. The Educational Services Unit shall represent every member of the bargaining unit at various levels of the grievance procedure.

When a member of the bargaining unit chooses to handle his/her own grievance case, he/she does so at his/her own peril.

2. If any member of the bargaining unit shall present any grievance without representation by the Educational Services Unit, the disposition of the grievance shall be consistent with the provisions of this agreement, and shall not be deemed to change or otherwise modify the terms and conditions of the agreement or create a precedent unless the Trustees and the Educational Services Unit shall otherwise agree in writing.
3. If a grievance involves a decision by a divisional head, or authorized administrator, the grievance may be filed with and heard in the first instance at the next higher level.

D. Grievance Steps

Level One

1. When a grievance arises, the grievance must be filed within ten (10) working days from the day of the event upon which the grievance is based or from the date when the member had or would have had knowledge of the event if he/she had not been grossly negligent.

2. A member of the bargaining unit with a grievance shall file it in writing with the Educational Services Unit grievance committee, specifying the act or condition and the grounds upon which the grievance is based. From this time forward, the Educational Services Unit grievance committee shall be available to act in an advocacy role at the Educational Services Unit member's request.
3. In addition to the above, the grievant shall in writing transmit a copy of the alleged grievance specifying the act or condition and the grounds upon which the grievance is based to the divisional head within ten (10) working days from the date of the filing of the alleged grievance in (2) above.
4. The divisional head/designee shall meet with the grievant within ten (10) working days to hear the grievance. The divisional head/designee shall communicate his decision in writing and deliver such decision within ten (10) working days to the aggrieved member and to any Educational Services Unit representative who participated in Level One.
5. If the grievant is satisfied with the decision rendered at this level (or any subsequent level) the administrator who made decision shall notify, in writing, the Chancellor of the University of the grievant's acceptance of the decision.

Level Two

If the grievance is not satisfactorily resolved through Level One, the member and/or the representative of the bargaining unit may appeal to the Chancellor within ten (10) working days after delivery of the decision of the authorized administrator. The appeal shall be in writing and shall state specifically the act or condition and the grounds on which the grievance is based and why the disposition of the grievance offered by the authorized administrator in Level Two is unsatisfactory. The Chancellor/designee shall meet with the grievant and the Educational Services Unit representative within ten (10) working days and confer on the appeal. The Chancellor/designee shall communicate the decision in writing to the aggrieved Educational Services Unit member and to any Federation representative who participated in Level One. Such decision shall be made not later than ten (10) working days after the conference with the Chancellor/designee.

Level Three

1. Within thirty (30) working days of the Chancellor's decision, the Faculty Federation ONLY may appeal the decision to the American Arbitration Association for arbitration.
2. The proceeding may be initiated by filing with the President and the American Arbitration Association a notice of arbitration. The arbitrator shall hold a hearing within thirty (30) days of his/her appointment. Five (5) days notice will be given to all parties of the time and place of hearing.
3. A panel of six (6) arbitrators will be selected by mutual agreement of the President and

the Faculty Federation as the exclusive source of arbitrators to hear grievances arising under this agreement.

In the event that mutual agreement is not reached in the selection of the six (6) arbitrators for the panel, arbitrators shall be selected for each individual case of arbitration according to normal American Arbitration Association procedures.

4. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the closing of the hearings, or if hearings have been waived or supplemented, then from the date of transmitting the final proofs and statements to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted.
5. (a) The decision of the arbitrator shall be final and binding on both parties and the grievant, and all will abide by it.

(b) Where acceptable to both parties to this agreement the American Arbitration Association's procedures for Expedited Arbitration will be utilized.
6. The arbitrator's fees and expenses will be shared equally by the parties.
7. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement.

Time Limits

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
2. The time limits specified in the grievance procedure may be extended in any specific instance by mutual written agreement.

E. Educational Services Unit Grievances

The Educational Services Unit has the right to initiate or appeal a grievance involving an alleged violation of this agreement. The grievance shall be initiated at the level at which it occurs, but in all other respects the grievance procedures above described shall apply to grievances filed by the Educational Services Unit except that written answers made by the authorized administrator, the President need be served only upon the Educational Services Unit.

ARTICLE XII

RATIFICATION OF AGREEMENTS

After a proposal has been mutually agreed upon by the negotiators representing the Board of Trustees and the Educational Services Unit, the chief negotiator for each party shall arrange for this mutually agreed upon proposal to be on the agenda of their respective organization's next regular scheduled meeting for action by the membership of that organization, or at an earlier meeting if conveniently possible.

ARTICLE XIII

RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Educational Services Unit agrees that it will not cause, condone, sanction or take part in any strike, walkout, slowdown, or work stoppage.

The Educational Services Unit and its members, individually and collectively, agree that if there is a violation of this clause, that is, participation or involvement in any such strike, walkout, slowdown, or stoppage, any or all employees violating this clause will, at the discretion of the Trustees, be subject to disciplinary action as allowed by any applicable provisions of state law.

ARTICLE XIV

MANAGEMENT RIGHTS

Nothing in this agreement shall derogate from or impair any power, right or duty heretofore possessed by the Trustees or by the Administration except where such right, power or duty is specifically limited by this contract.

Educational Services Unit and the Trustees agree that each has exercised its rights to bargain for provisions in this contract, and that the present contract constitutes a complete agreement on all matters. However, with respect to those matters which are directly related to any of the provisions of the agreement, the Trustees agree that they will make changes only after consultation and negotiations with the Educational Services Unit.

ARTICLE XV

PROVISION FOR RELATED ISSUES

The Educational Services Unit and the Trustees agree that each has exercised its rights to bargain for provisions in this contract, and that the present contract constitutes a complete agreement on all matters. However, with respect to those matters which are directly related to any of the provisions of the agreement, the Trustees agree that they will make changes only after consultation and negotiations with the Educational Services Unit.

ARTICLE XVI

SAVINGS PROVISION

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVII

DURATION

The provisions of this agreement shall be effective from July 1, 2017 and will to remain in full force through June 30, 2020 and shall be automatically renewed from year to year unless by March 1 prior to the expiration date either party notifies the other in writing by registered or certified mail, return receipt requested, of its desire to terminate this agreement. Until impasse in the renegotiation of this contract, the provisions contained herein shall remain in effect until a successor agreement is in effect.

Except for the incremental cost items contained herein which must be approved by the Governor in accordance with Massachusetts General Laws, Chapter 150E, Section 7 (c), the parties hereby acknowledge that this Agreement shall be binding upon them and shall be effective in all other respects for the period beginning July 1, 2017 through June 30, 2020. Upon execution of this Agreement by the President of the University, the University of Massachusetts, Dartmouth, agrees to fund the campus based cost items contained therein, consistent with the applicable dates specified within the Agreement.

Signed this ____ day of August, 2019

For the Union:

For the University:

Michael Regan
Field Representative, AFT-MA, AFL-CIO

Martin T. Meehan
President
University of Massachusetts

James Mullins
ESU Chairperson

Mark Preble
Chief Human Resources Officer
University of Massachusetts

Angela M. Callahan
Vice Chancellor for Talent and Chief
Diversity Officer
University of Massachusetts Dartmouth

APPENDIX A

UNIVERSITY OF MASSACHUSETTS DARTMOUTH FACULTY FEDERTION
EDUCATIONAL SERVICES UNIT
REQUEST FOR RECLASSIFICATION/SALARY ADJUSTMENT/TITLE CHANGE FORM

NAME : _____

DEPARTMENT: _____ DIVISION: _____

CURRENT POSITION/TITLE: _____

CURRENT JOB CATEGORY: _____

TYPE OF CHANGE REQUESTED
(CHECK ALL THAT APPLY)

RECLASSIFICATION: _____
SALARY ADJUSTMENT: _____
TITLE CHANGE: _____

FROM: _____

TO: _____

REASON FOR REQUESTING CHANGE (ATTACH ADDITIONAL SHEETS IF NECESSARY)

ATTACHMENTS (PLEASE LIST)

- | | |
|---------------------------|----------|
| 1. JOB DESCRIPTION | 4. _____ |
| 2. FORMER JOB DESCRIPTION | 5. _____ |
| 3. _____ | 6. _____ |

(Signature of Requestor)

(Date)

SUPERVISOR COMMENTS:

VICE CHANCELLOR COMMENTS:

(VC Signature)

(Date)

Approved

Denied

HR Signature

{Rationale for approval or denial must be attached}

APPENDIX B
ANNUAL PERFORMANCE
REVIEW EVALUATION
for
EDUCATIONAL SERVICES UNIT (ESU)

I. ANNUAL REVIEW AND EVALUATION: for the period _____ to _____

Name _____

Title _____

Department _____

Anniversary Date in Campus Service _____

Date Appointed to Present Position _____

Supervisor's Name _____

Title _____

II. EVALUATION PROFILE:

A. Profile Categories

Outstanding—Performs with unusual distinction; may show special talent or ability.

Very Good—Reflects extra effort and produces results beyond expectations and requirements. If new to the job, learning progress exceeds expectations.

Satisfactory—Consistently meets standard expectations and requirements. If new to the job, learning progress equals expectations.

Marginal—Meets some job requirements and needs to improve in other functions.

Unsatisfactory—Overall performance fails to meet the basic job requirements. If the individual is to continue in the position, substantial and prompt improvement is necessary.

Not Applicable—The factor does not apply to this position.

B. Goals and Objectives (List those goals/objectives developed jointly by the Immediate Supervisors and Employee for the evaluation year; these must be compatible with the job description.)

C. Evaluation Factors (For each of the following elements, check the appropriate rating and give an example of each rating checked; outline any changes or direction needed.)

Judgment and Initiative:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Independent Action:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Accountability:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Interrelationships:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Communication:

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

Supervisory Responsibility (if applicable):

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

Comments:

III. OVERALL PERFORMANCE RATING

Evaluation Comments (*Must be completed by Supervisor*)

<input type="checkbox"/> Outstanding
<input type="checkbox"/> Very Good
<input type="checkbox"/> Satisfactory
<input type="checkbox"/> Marginal
<input type="checkbox"/> Unsatisfactory
<input type="checkbox"/> Not Applicable

IV. FUTURE ACTION

A. Goals and Objectives for Next Evaluation Period *(The employee and immediate supervisor should jointly develop goals and objectives for the next 12 month period of time. These can be modified as necessary throughout the year; if so, the modifications should be documented.)*

B. Professional Growth and Development *(The employee and immediate supervisor should use this section to identify actions that can be taken which would result in the employee's growth and development.)*

V. EMPLOYEE COMMENTS (This space is provided for the employee to make a statement provide information, and/or rebut the supervisor's evaluation. Use additional sheets as necessary.)

VI. SIGNATURES

Immediate Supervisor _____ Date _____

Employee* _____ Date _____

Department Head _____ Date _____

Division Head _____ Date _____

**The Employee's signature indicates only that the opportunity has been afforded for the Employee to read the above Evaluation Report and to discuss the report with the immediate supervisor. It does not indicate agreement or disagreement.*

VII. ATTACHMENTS

_____ Current Job Description

_____ New Duties Assigned (will be added to official job description in Human Resources)

_____ Other (Please list)

Copies: Supervisor
 Employee
 Division Head
 Human Resources

ANNUAL PERFORMANCE REVIEW EVALUATION
for
EDUCATIONAL SERVICES UNIT

INSTRUCTIONS

All ESU employees will receive a performance evaluation each year as conducted by their immediate supervisor. Said evaluation will be conducted annually during the month of November. The Human Resources Office will distribute the evaluation form to the appropriate supervisor approximately one month before the due date. Supervisors will be required to complete and return the evaluation form (with all the appropriate signatures) to the Human Resources Office no later than November 30th.

The objectives of the annual performance evaluation is four-fold:

1. To evaluate the employee's performance against the requirements specified in the job description and in accordance with any specific goals and objectives as established in the prior year.
2. To develop performance goals and objectives to be accomplished in the future year.
3. To review the employee's job description and note any changes.
4. To develop an action plan for the employee's future growth and development. (optional)

The Evaluation Form is merely the vehicle used to document the interaction between the employee and the immediate supervisor relative to the four above-mentioned objectives.

Completing the Form:

Section I. ANNUAL REVIEW AND EVALUATION

This information will be completed by the Human Resources Office.

Section II. EVALUATION PROFILE

A. Profile Categories

Definitions of each of the rating categories are provided in this section.

B. Goals and Objectives

List all goals and objectives as indicated in Section IV.A of the preceding year's evaluation, with any modifications that occurred throughout the year.

If this is the first evaluation, or the employee has not been in the position for at least one year, the supervisor and the employee should jointly develop a list of those activities which the employee had been responsible for over the applicable time frame.

In all cases, the goals and objectives must be compatible with the employee's job description. Additional to these goals and objectives, all employees are expected to adhere to all University and departmental policies and procedures as part of their overall performance.

C. Evaluation Factors

For each evaluation item, the immediate supervisor should check the category which best describes the employee's level of performance. Use the space to the right of the box to make appropriate comments supporting the rating. Both positive and negative comments may be included.

In all cases, the supervisor must provide an explanation.

Page 2 and 3 contain six separate elements against which the employee's performance will be measured. In order to best utilize these elements, consider the following information when determining the employee's rating in each of these elements. These should be used only as examples and guidelines in helping you define each of the elements. Not all statements may apply to each employee; consider only those statements that apply to the employee's specific job description.

Judgment and Initiative:

- Makes sound, logical, and timely decisions, considering all points of view
- Plans ahead for activities under his/her responsibility
- Initiates and sustains action toward defined goals
- Is able to cope with unanticipated events
- Assigns duties so as to maximize capabilities
- Is able and willing to take positive steps to counteract negative or disruptive behaviors
- Understands responsibilities as described in job description
- Utilizes resources effectively
- Functions with minimal supervision

Independent Action:

All above, plus:

- Approaches problem solving on a systematic basis
- Initiates development of procedures or methods leading to improved service to others
- Works with minimal guidance

Accountability:

- Understands all phases of office operations and assigned tasks
- Achieves goals/requirements/tasks as set forth in job description and/or by supervisor; stays with the job until complete in all details
- Accepts responsibility for acquiring skills in those specialties that his/her job requires

- Understands the University well enough to refer matters to the proper offices for effective action
- Demonstrates high quality of work in meeting job expectations
- Utilizes existing resources effectively
- Follows through on details
- Is reliable, dependable, and efficient

Interrelationships:

- Is skilled in participatory decision making
- Works well with co-workers
- Establishes rapport and is approachable for counsel
- Is a team player
- Demonstrates a customer service orientation in dealing with the public
- Works with supervisors, subordinates, peers — intra-inter departmental

Communication:

- Communicates in a timely and responsive manner
- Is decisive in conducting meetings or interviews
- Writes in a manner requiring minimum clarification
- Speaks in a manner requiring minimum clarification
- Shares important information willingly
- Is sensitive to the needs of others for information
- Is well organized and regularly prepared for effective communications

Supervisory Responsibility (if applicable):

- Delegates tasks effectively
- Encourages initiative and performance in subordinates
- Makes time to meet with employees
- Gives clear direction to subordinates
- Works with subordinates to provide growth and development opportunities

Section III. OVERALL PERFORMANCE RATING

The supervisor must provide the employee with an overall performance rating by checking the appropriate category in the box. In order for the process to be most useful, the supervisor must provide an explanation of each rating. In addition, comments should be provided on any relevant aspect of the employee's performance not covered in the Evaluation Profile.

Section IV. FUTURE ACTION (This section is not designed to be evaluative, but rather to document items to be worked on in the future.)

A. Goals and Objectives for Next Evaluation Period

The supervisor and the staff person should jointly develop a set of goals and objectives for the next 12-month period of time. It is on the basis of these goals and objectives that the employee's performance will be measured in the following year. These goals and objectives must be compatible with the employee's job description.

If the employee has been evaluated as "Marginal" or "Unsatisfactory", then the supervisor and employee must complete this section and provide an action plan which both agree to follow in order to bring his/her performance up to standards.

These goals and objectives can be modified as necessary through the year; however, it must be documented in writing, with copies to the employee, the supervisor, and the Human Resources Department.

B. Professional Growth and Development (Optional at the discretion of the employee)

If the employee is interested in acquiring new skills and knowledge in order to enhance his/her performance in this position and/or to prepare for advancement, the supervisor and the employee can identify certain actions which the employee can take to accomplish this (i.e. taking specified coursework, etc.). This section is primarily for career counseling purposes and does not necessarily represent a commitment on the part of the University to fund the activities listed herein nor does it represent a commitment by the employee being evaluated to follow through on any identified actions.

Section IV. EMPLOYEE COMMENTS

This space is provided for the employee to make a statement, provide information, and/or rebut the supervisor's evaluation.

Section VI. SIGNATURES

The supervisor preparing the evaluation must sign the form after discussing the contents with the employee and forward the completed evaluation to the next level supervisor.

The supervisor should personally present the form to the employee and allow sufficient time for the employee to read the contents and have a discussion with the supervisor. Upon completion of that meeting, the supervisor will ask for the employee's signature. The form will be presented to the employee for his/her signature. The employee's signature indicates only that the opportunity has been afforded for the employee to read the above Evaluation Rating and to discuss the information contained therein with the immediate supervisor. It does not indicate either agreement or disagreement.

Section VII ATTACHMENTS

Self-explanatory. Send copies as indicated.

For further information, please contact the Human Resources Office.

APPENDIX C
QUARTERLY REVIEW FORM
for
EDUCATIONAL SERVICE UNIT (ESU)

Employee:

Hire Date:

Title:

Supervisor:

Article V, Section A.1. of the collective bargaining agreement requires that "a unit member shall have at least quarterly performance reviews by the supervisor during the first year of employment."

The above-named individual has been an employee for at least one quarter. In order for your above-named employee to be eligible to receive **the next contractual salary** adjustment, as the supervisor, you must verify that a quarterly review was conducted and that the above-named employee was rated as satisfactory.

Please complete the form below and submit it to Human Resources.

Quarterly Performance Review

The above-named employee has performed their job duties within the most recent quarter period as rated below:

_____ Performed in a satisfactory manner.

_____ Performed in an unsatisfactory manner.

In the space below, briefly highlight the employee's strengths. Include goals and objectives established with the employee for periodic review. If the employee was rated unsatisfactory, please identify the areas of improvement.

Supervisor Signature: _____

Employee Signature: _____

Date: _____

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