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# AGREEMENT

**Between**

**THE BOARD OF TRUSTEES OF**
**THE UNIVERSITY OF MASSACHUSETTS DARTMOUTH**

**And**

**THE INTERNATIONAL BROTHERHOOD OF POLICE**
**OFFICERS LOCAL (399) DARTMOUTH**

**7/1/2024 – 6/30/2027**

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# PREAMBLE

This agreement entered into by the University of Massachusetts, hereinafter referred to as the Employer, and the Union will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems.

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# ARTICLE 1
# RECOGNITION

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

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

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

The Employer agrees to apply applicable provisions of this Agreement to those employees who receive all contractual benefits, whose funding source is derived from grants or other non-state appropriated funds and who perform the functions of those positions covered by this Agreement to the extent that the terms of their respective grants or non-state appropriated funding source and the level of funding thereunder so allow, as determined by the Chief Executive Officer of the campus or his/her designee.

The bargaining unit consists of the following positions:

Crime Prevention Officer
Detective
Dispatcher II
University Police Officer
University Sergeant
University Lieutenant

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## ARTICLE 2
## RULES AND REGULATIONS

The parties agree that this Agreement in all respects supplants and replaces all particular provisions of the following General Laws of the Commonwealth of Massachusetts and Rules and Regulations thereto and any future rules and regulations promulgated thereunder namely: the Second Paragraph .3 of Section Twenty-Eight of Chapter Seven (Red Book); Section Twenty-Four A; Paragraphs (4) and (5) (Gray Book), formerly paragraphs 5 and 6 of Section Forty-Five; paragraphs (1), (4) and (10) of Section Forty-Six, and Section Fifty-Three of Chapter Thirty; Sections Thirty to Forty-Two, inclusive, of Chapter One Hundred and Forty-Nine.

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# ARTICLE 3
# UNION SECURITY

**Section 1.Dues Checkoff**

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

**Section 2.**

An employee may consent, in writing, to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the appointing authority and shall bear the signature of the employee. An employee may withdraw his/her Union dues checkoff authorization by giving at least sixty (60) days' notice in writing to the Human Resources Office and the Secretary/Treasurer of the Union.

**Section 3.**

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

**Section 4.**

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

**Section 5.**

Upon written request by the Union, the appointing authority will increase the payroll deduction for Union dues/agency fees from the wages of applicable employees and transmit such funds in accordance with departmental policy to the Treasurer of the Union.

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**Section 6**.

It is specifically agreed that the appointing authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees it will indemnify and hold the appointing authority harmless from any claims, actions or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the appointing authority. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the dues or agency service fee. In such litigation, the appointing authority shall have no obligation to defend the termination.

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# ARTICLE 4
# AGENCY SERVICE FEE

**Section 1.**

Each employee who elects not to join or maintain membership in the Union may consent to pay an agency service fee to the Union in an amount that is established by the Union to cover costs associated with collective bargaining and enforcement of the terms of the contract. The Union may require a non-member employee to pay the reasonable costs and fees, including arbitrator fees and related attorney fees, for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member employee's request.

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# ARTICLE 5
# UNION BUSINESS

**Section 1. Union Representation**

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

**Section 2. Grievance Processing**

Except as hereinafter provided, Union business shall be conducted by Union stewards and
officials on off-duty hours.

Union stewards and officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure, except that for class action grievances no more than three (3) grievants shall be granted such leave. Requests for such time off shall be made in advance and shall not be unreasonably denied. No steward or other representative of the Union shall at any time use his/her Union position as an excuse not to carry out his/her own duties or to interfere with the work of any otheremployee.

The Union will furnish the Employer with a list of Union stewards and their jurisdictions.

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

A. Leave of absence without loss of wages, benefits or other privileges may be granted to elected delegates of the Union to attend conventions of the State, Regional and Parent Organization. Such leave will require the prior approval of the Chief Executive Officer or his/her designee. Persons delegated as alternate delegates shall not be granted paid leaves of absence to attend such conventions.

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

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

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

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

Leaves of absence without loss of benefits or other privileges (not including wages) may be granted to Union Officers and stewards to attend executive board meetings and other Union meetings. Such leave will require the prior approval of the Chief Executive Officer.

**Section 5. Attendance at Hearings**

Representatives and officers of the Union may be granted leave of absence without loss of wages, benefits or other privileges to attend hearings before the Legislature and State agencies concerning matters of importance to the Union and the Employer. Such leave will require prior approval of the Chief Executive Officer.

Witnesses called by the Union to testify at a Step 4 hearing or in an arbitration proceeding (Step 5) may be granted time off without loss of benefits or other privileges (not including wages).

All leave granted under this section shall require prior approval of the Chief Executive Officer.

**Section 6. Union Use of Premises**

A. The Union shall be permitted to use the same or similar facilities of the Employer (ie- files, storage) for the transaction of Union business during working hours which have been used in the past for such purpose, and to have reasonable use of the Employer's facilities during off duty hours for Union meetings subject to appropriate compensation if required by law.

This section shall not be interpreted to grant an employee the right to carry on Union business during his/her own working hours, not granted elsewhere in the agreement.

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**Section 7. Bulletin Boards**

The Union may post notices on designated bulletin boards or an adequate part thereof in places and locations where notices usually are posted by the appointing authority for employees to read. All notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. These notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof.

**Section 8. Employer Provision of Information**

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

A. Every three months a list of all new employees in the bargaining unit, date of employment and classification.
B. Every six months a list of all employees who have been terminated.
C. A list of all employees who withdraw checkoff authorizations within two months of such withdrawal.
D. A list of employees in each bargaining unit, including title and last date of hire. Such lists shall be updated each six months. Where the Employer has been providing the above information to the Union at more frequent time intervals, the information shall continue to be furnished at such intervals.

**Section 9. Orientation**

Where the Institution provides an orientation program for new employees, one-half hour shall be allotted to the Union and to the new employees during which time a Union representative may discuss the Union with the employees.

**Section 10. Union Business**

The Employer agrees to allow the Union one-half hour per year for the membership to attend a meeting to discuss Union business.

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# ARTICLE 6
# NON-DISCRIMINATION AND AFFIRMATIVE ACTION

**Section 1.**

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, **ancestry** color, national origin, sex, **gender identity, criminal record (inquiries), age, disability, mental illness, retaliation, sexual harassment, active military personnel, marital status, genetic information or membership in any other legally protected class. In addition, employers have an affirmative responsibility to provide a parental leave as required by applicable law.**

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

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# ARTICLE 7

# WORK WEEK AND WORK SCHEDULES

**Section 1. Scheduled Hours. Workweek. Workday**

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be forty hours per week including meal periods.

B. The work schedules, both starting times and quitting times, of employees shall be posted on a bulletin board at each work location or otherwise made available to employees and Union stewards.

C. When the Employer desires to change the regular work schedule of an employee the Employer shall give the affected employee at least seven (7) days written notice of such change, except in cases of emergency involving the protection of the property of the Institution or involving the health and safety of the University community. Provisions of this section shall not be used to violate any other article or section of the contract.

D. Effective February 15, 1999, the work week for all Bargaining Unit Members shall consist four (4) consecutive days of consecutive hours with two (2) consecutive days off, with the exception of the swing shift sergeant, and swing shift dispatcher who shall maintain a four and two schedule, although the hours may vary from day to day.

E. Employees wishing to swap their days off in a given week may do so by mutual written or electronic agreement of the employees involved with the written consent of their supervisor and provided there in no additional cost to the University and neither employee is working more than sixteen (16) hours in a 24-hour period without a consecutive eight (8) hour break. The Chief, in consultation with the Union, shall establish procedures and/or forms to implement the provisions of this subsection E. Any decision of the supervisor on a proposed shift swap under this section shall not be subject to the grievance and arbitration provisions of this Agreement.

Certain positions within the Bargaining Unit may be designated as Administrative positions, which may require a five and two work schedule. Personnel given such designation shall be compensated with compensatory time off to equalize the total number of days worked. These positions may be scheduled by the Department, subject to the following limitations.

1. One Crime Prevention position shall have a Monday through Friday schedule.
2. Administrative positions created or refilled (with the exception of #1. above) after

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the execution date of this agreement shall be scheduled so that officers have consecutive days off, at least one weekend day off and shall have a consistent daily schedule (I.E. days, evenings, nights): however, the parties may mutually agree to vary this schedule.

3. If Lieutenants within the department are assigned to a five and two schedule, which will also include two consecutive days off, one off which will be a weekend day, their schedule may be changed no more than twelve (12) times during a calendar year, except by mutual agreement. The change could include a change in five and two schedule, which will include two consecutive days off, one of which will be a weekend day, to a four and two schedule but will be on an established shift.

These movements will be for reasons, which, in management's judgment are necessary and required for the public safety. These movements will not be made in a capricious manner.

This language shall remain in force and effect until the expiration of the current Agreement and may be extended by mutual agreement of the parties.

The implementation of a four and two work schedule shall have no effect on the weekly salary of an employee or on vacation and holiday time accrual.

**Section 2. Overtime**

A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of forty hours per week or eight hours per day; provided, however, that an employee whose regular workday is more than eight hours shall be compensated at the rate of time and one-half of his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.

B. Compensatory time off in lieu of pay for overtime work may be granted to any employee at the request of the employee. Such compensatory time shall be at time and one half for each hour worked. The appointing authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond his/her normally scheduled workday. This paragraph shall not apply to employees who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the Employer to participate in an approved voluntary

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flexible hours program that has been duly authorized by the Chief Executive Officer or his/her designee. No employee may maintain more than 480 hours of compensatory time. Any employee with a compensatory time balance greater than 480 hours shall only be eligible for overtime pay for any overtime worked. Employees with 480 hours of compensatory time shall not receive compensatory time in lieu of pay until such time as their compensatory time balance goes below 480 hours as of the date of ratification of this agreement, any compensatory hours over 480 hours shall be paid to the employee in the first full pay period of July 2026.

C. At times for which an employee is on full pay status such as sick leave, vacation, holidays, paid education leave, and paid Union leave shall be considered time worked for the purpose of calculating overtime compensation.

D. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.

E. The appointing authority shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.

F. Overtime shall be distributed as equitably and impartially as practicable among persons in each work location who ordinarily perform such related work in the normal course of their workweek.

G. The provisions of this Section shall not apply to employees on full travel status.

H. In instances where no employee can be found to perform institutional overtime work, the appointing authority may assign such work to the lease senior employee who, in the judgment of the appointing authority, is capable of carrying out the required duties.

I. Annually, in the last pay period of the calendar year, employees may cash in compensatory time up to ten (10) days.

**Section 3. Regular Meal Periods**

A meal period shall be schedules as close to the middle of the shift as possible considering the needs of the institution and the needs of the employees.

**Section 4. Rest Periods**

Employees shall be granted two fifteen-minute rest periods per work day of at least 7.5 hours, but separate from the meal period.

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**Section 5. Call Back Pay**

Effective on the date of signing of this Agreement, an employee who has left his/her place of employment after completing work on his/her regular shift and is called back to work prior to the commencement of his/her next scheduled shift shall receive a minimum of four hours pay at his/her regular hourly overtime rate. This Section shall not apply to an employee who is called in to start his/her shift early and who continues to work that shift.

**Section 6. Court Time**

Any member of the bargaining unit who, while off duty, is required by the appointing authority to appear as a witness for the Commonwealth in a criminal case, in District, Juvenile or Superior courts, or License and Police Commissions, show cause hearings and civil cases arising out of such criminal cases, and University Judicial Hearings, shall be paid at a rate of time and one-half. The unit member will be paid a minimum of four (4) hours at the time and one-half rate.

**Section 7. Shift Differential**

A. Employees rendering service on a second shift, as hereinafter defined, shall receive a shift differential of 75 cents per hour for each hour worked; employees serving on the third shift shall receive a differential of $1.50 per hour for each hour worked, and employees serving on a weekend shift shall receive 1.00 per hour for each hour worked, in addition to any other compensation to which they may be entitled.

B. For the purpose of this Section only, a first shift shall commence at 8:00 A.M. through 4:00 P.M.; a second shift shall be one that commences at 4:00 P.M. through midnight; a third shift shall be one that commences at midnight through 8:00 A.M and a weekend shift shall be one that commences at 4:00 p.m. Friday through 8 a.m Monday.

C. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second, third and/or weekend shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second, or third shift, will receive an hourly differential pursuant to paragraph A of this section and any applicable weekend hourly differential pursuant to paragraph A.

D. For employees who are required to work a second, third or weekend shift as governed

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by paragraph C of this section, overtime shall be compensated at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

E. For the purpose of computing overtime pay of employees covered by this Section the procedure to be followed shall be:

Step 1: Compute salary due the employee as if all hours worked were at the straight time rate;

Step 2: Add the appropriate shift/weekend differential(s) to the amount specified in Step 1

Step 3: Divide this sum by the total number of hours worked in that week;

Step 4: Divide this quotient by two. The rate arrived at in Step 4 will apply not only to overtime service and the total compensation due the employee is determined by multiplying the number of overtime hours by the rate. The product when added to the amount shown after step 2 above equals the total compensation due for the week.

**Section 8. Third Party Details**

A. Where practicable, detail opportunities shall be posted at least one (1) week (168 hours) in advance of the detail. Unit members shall be required to sign up for such detail at least four (4) days (96 hours) in advance of such detail. In instances where the Department Head or his/her designee has less than one week's advance notice of the detail, the Department Head/designee shall post the detail upon receipt of notice and unit members shall respond to the notice by the time specified in the detail notice sent out by the Department Head or his/her designee or via short notice notification by the on-duty supervisor. It is the responsibility of unit members to check the available postings and sign up for those they are interested in receiving. Assignments or the awarding of details shall be made on the basis of the number of OT hours worked, the last date worked and, in cases of a tie, seniority. If no officer(s), volunteer to work the detail, the University may award such detail to law enforcement personnel of other municipal, county or state law enforcement agencies, retired University police officers who have maintained all required police certifications, or other departmental intermittent police officers should they ever be appointed.

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B. Employees who work paid details shall be compensated at the overtime rate of time and a half (1 1/2). There shall be a minimum of four (4) hours pay for each such paid detail. Any detail lasting more than four (4) hours shall have a minimum of eight (8) hours pay at overtime rates.

C. The University shall require a detail requestor to provide notice to the University's Police Chief of cancellation of a detail cancellation of at least four (4) hours prior to the time the detail is scheduled to begin. If the requester of the detail fails to notify the University's Police Chief or designee within the above specified limit, any officer assigned to that detail shall be entitled to four (4) hours pay at the overtime rate.

D. The Department Head shall have the authority/ability to designate nine (9) separate 'Major Events" during the year (July1 through June 30), such as Commencement, Move-in day (s), Homecoming or other significant campus events during which vacation time may be restricted and/or mandatory overtime may be required. The Department Head will notify the Union forthwith of such Major Events, but not less than three (3) weeks before the event date(s). In such cases, unit members shall sign up for said events no less than ten (10) days before the event date(s) in order to plan for adequate coverage for the event. When details are not adequately staffed on a voluntary basis, the University may award such detail to law enforcement personnel of other municipal, county or state law enforcement agencies and/or retired University police officers who have maintained all required police certifications or should they ever be appointed, other departmental intermittent police officers. If an insufficient number of outside or retired University law enforcement personnel do not agree to work the detail, an employee(s) may be forced to work the detail on the basis of inverse seniority.

E. Unless otherwise agreed to by the Department Head or his/her designee or because of an emergency, employees assigned to a paid detail shall be dedicated to such detail until its completion.

**Section 9. Roll Call/Shift Briefing**

Bargaining unit members will be required to report to duty fifteen minutes prior to the commencement of their assigned shift. Bargaining Unit members shall be compensated at a rate of time and one-half his/her regular rate of pay. Members

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who do not appear for Roll Call Duty at the appointed time shall be subject to the Disciplinary Action defined in Article 28 of this agreement.

**Section 10. Shift Bidding**

The Union and Department Head shall establish an annual shift bid procedure which will take effect on the first Sunday in August of each year. Bargaining unit members will be allowed to bid on shift preference and days off based on classification seniority. Upon mutual agreement of both the Union and the Department Head, biannual shift bidding procedures may be implemented during specific times established during the course of this agreement.

If a vacancy exists for a patrol position, it may be filled on a temporary basis for a maximum of thirty (30) days. At the expiration of 30 days, the position shall be subject to the shift bid process.

**Section 11. Detail Tracking**

The parties acknowledge and agree that the University shall implement a new electronic Detail Tracking Software system for determining lists for details and overtime associated with such details. The parties agree that the formal implementation of the use of the Detail Tracking Software system for other personnel-related matters shall be subject to any impact bargaining obligations imposed by law. Notwithstanding the above, the parties may continue to use and experiment with other uses of the Detail Tracking Software on a voluntary basis in order to determine if other features of the Detail Tracking software are useful to the operations of the police department.

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# ARTICLE 8
# LEAVE

**Section 1. Sick Leave**

(a) A full-time employee shall accumulate sick leave with pay credits at the rate of one day for each full payroll month of employment for a total of 12 days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits. Those employees hired on or after July 1, 2014 shall have a maximum sick leave accrual of a hundred and twenty (120) days. Sick days earned in excess of the maximum shall be forfeited and shall not be rolled over into any other form of paid leave.

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

(c)Sick leave shall be granted, at the discretion of the appointing authority, to an employee only under the following conditions:

(1) when an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury and upon four (4) hours notification to his/her supervisor whenever possible.

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

(3) when the spouse, child, foster child, step-child, parent, step-parent, brother, sister, grandparent, grandchild, of either an employee or his/her spouse, or a domestic partner of the employee is ill, the employee may use sick leave credits up to a maximum of sixty (60) days per fiscal year. A full-time employee shall not accrue sick leave credit for any hour in which he/she was on leave without pay or absent without pay.

(d) Whenever the Chief Executive Officer (CEO) or his/her designee has reason to believe that sick leave is being abused or whenever an employee has been absent on account of sickness in excess of four (4) consecutive days, the CEO and/or Human Resources may require the employee to present a physician's statement indicating the medical reason for any absence on account of sickness. All physician statements should be submitted directly to the Office of Human Resources. Failure of an employee to present such statement seven (7) working days after a request therefore has been made by the CEO or designee, may, at the desertion of the CEO or designee, result in the absence being treated as absence without pay.

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(e) The appointing authority may require that an employee, wishing to return to work after an absence of more than 4 consecutive working days because of illness or injury, be examined by a physician designated by the appointing authority and/or by a physician of the employee's choosing. If the appointing authority requires the employee to be examined by its designated physician, the appointing authority shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to his/her regularly assigned duties.

(f) Sick leave must be charged against unused sick leave credits in units of one half (1/2) hour or full hours, but in no event may the sick leave credits used to be less than the actual time off.

(g) Any employee having no sick leave credits, who is absent due to illness, may be placed, unless otherwise notified by the employee, on personal leave, or, if no personal leave credits, then on vacation leave. Such leave shall be charged on the same basis as provided in subsection (6).

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

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

(i) A regular part-time employee shall not accrue sick leave credit for any hour in which he/she was on leave without pay or absent without pay in the same proportion that his/her service bears to one day of service of a full-time employee.

(j) Notification of absences under this Article must be given to the designated representative of the appointing authority at least one hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay. In extraordinary circumstances beyond the control of the employee, the above notification

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period may be waived.

(k) No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee (including any sick leave bank provisions).

(I) Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefit.

(m) Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

(n) A University Police Officer, who, while in the performance of his/her duty receives bodily injury(s) resulting from activities that are related to the accomplishment of police functions and who as a result of such injuries would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days. Determination of eligibility shall be at the sole discretion of the Director of Public Safety. The standard of whether an injury occurs in the line of duty is greater than that required for Workers Compensation eligibility. Not only must the injury have occurred in the performance of a UPO's duty, but the particular duty must be established as uniquely related to police functions.

If the Director of Public Safety rules that an employee is ineligible, the UPO may appeal the decision within three (3) business days (Monday through Friday, exclusive of weekends and holidays) to an expedited appeals board consisting of one person from the UPO's IBPO unit, the Director of Human Resources or designee, and the Vice Chancellor of Student Affairs or designee. This appeals board shall convene a hearing and issue a decision within ten (10) days of the filing of the request by the officer.

The decision of the appeals board may be appealed within 21 calendar days by the employee to the Chancellor or designee. A decision shall be rendered within 30 calendar days of receipt of the appeal and shall be final.

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

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

In order to exercise this option an employee must cash in all sick days that are earned and accrued during the previous twelve (12) months in excess of 6 days. The decision to cash in sick time must be made by the employee by May 1 of each year for that fiscal year. Sick days cashed in shall be deducted from the employee's sick leave balance. This provision shall take effect on July 1, 1998.

**Section 2. Paid Personal Leave**

In the first full bi-weekly payroll period of the new calendar year, full-time employees will be credited annually with eight (8) paid personal leave days which may be taken during the following twelve (12) months at a time or times requested by the employee and approved by his /her appointing authority which approval shall not be unreasonably denied. Any paid personal leave not taken by the last bi-weekly payroll period that contains December 31 of a calendar year will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal leave may be available in units of thirty minutes and may be used in conjunction with vacation leave.

Full-time employees hired after January 1 of any year will be credited upon employment with paid personal leave days in accordance with the following schedule:

| Date of Hire | Personal Leave Days Credited |
|---|---|
| January 1 to March 31 | 8 paid leave days |
| April 1 to June 30 | 6 paid leave days |
| July 1 to September 30 | 4 paid leave days |
| October 1 to December 31 | 2 paid leave days |

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**Section 3. Bereavement Leave**

Upon evidence satisfactory to the appointing authority of the death of a spouse, child, foster child, step child, person for whom the employee is legal guardian, domestic partner, parent, step parent, brother, sister, grandparent or grandchild of an employee, or parent of a spouse, an employee shall be entitled to leave without loss of pay for a maximum of four (4) working days, one day of which need not be taken consecutively if taken for the loss of a spouse, child, step child, foster child or parent In addition, a maximum of two (2) consecutive working days shall be available for use by an employee in case of the death of his/her spouse's brother, sister, grandparent, great-grandparent or grandchild.
For the loss of a person deemed to have been of significance to the employee, one (1) day may be taken.

**Section 4. Voting Leave**

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

**Sections 5. Civic Duty Leave**

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employees.

B. An employee who receives jury fees for jury service, upon presentation of the appropriate court certificate of service, shall either:
   (1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
   (2) remit to the appointing authority the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including the expenses reimbursed for travel, meals, rooms, or incidentals.

D. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the federal government shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this Section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the federal government or any private employer and who is summoned on a matter arising from that employment.

E. All fees for court service except jury fees paid for service rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court service

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performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.

F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

G. No court leave shall be granted when the employee is the defendant or is engaged in personal litigation, unless such litigation arises out of the proper and legitimate performance of his/her assigned responsibilities.

**Section 6. Military Leave**

A. An employee shall be entitled during the time of his/her service in the armed forces of the Commonwealth, under Section 38, 40, 41, 42 or 60 of C.33 of the General Laws, to receive pay therefore, without loss of his/her ordinary remuneration as an employee.

B. An employee shall be entitled, during his/her annual tour of duty not exceeding thirty-four days in any state fiscal year as a member of a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his/her ordinary remuneration as an employee under Section 59 of C.33 General Laws as amended.

C. An employee who is a member of a reserve component of the armed forces of the United States and who is called for duty other than the annual tour of duty of not exceeding thirty-four days in any state fiscal year days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.

D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her, service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service shall except as otherwise provided by Chapter 708 of the Acts of 1941, as amended, be deemed to be or to have been on military leave, and no such person shall be deemed to have resigned from the service of the Commonwealth or to have terminated such service until the expiration of two years from the termination of said military or naval service by him/her.

**Section 7. Child Birth and Maternity Leave**

A. A full-time female employee who has completed her probationary period, or if there is no such probationary period has been employed for at least three consecutive months, and who is absent from her employment with the Commonwealth for a period not exceeding eight weeks for the purpose of giving birth shall be granted a maternity leave without

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pay if her request for such leave is made to the appointing authority at least two weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of her maternity leave, she may use such leave credits for which she may be eligible under the sick leave or vacation provisions of this Agreement.

B. At the expiration of the maternity leave, the employee will be restored to her previous position or similar position with the same status, pay, and length of service credits as of the date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provision of this agreement to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave.

If, upon request of an employee, the appointing authority grants a leave beyond eight (8) weeks, such leave shall be considered a regular leave of absence without pay. The period of such unpaid leave shall not be included in any computation of contractual benefits, right, or advantages.

**Section 8. Parental Leave**

Upon written application to the appointing authority, including a statement of any reasons, any employee who has completed any applicable probation period and who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of his/her anticipated date of departure and who has given notice of his/her intention to return, may be granted parental or adoptive leave for a period not exceeding eight (8) weeks. Such leave shall be without pay for such period. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for, or to make arrangement for care of, a minor dependent child of the employee, whether or not the child is the natural, adopted or stepchild of such employee.

**Section 9. Education Leave**

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

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**Section 10. Unpaid Personal Leave**

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

**Section 11. Notice of Benefits**

The appointing authority shall semiannually inform each bargaining unit member of the number of available sick leave and vacation days accumulated.

**Section 12. Family and Medical Leave Act**

All bargaining unit members shall be eligible for the Family and Medical Leave Act in accordance with Federal Law.

The parties acknowledge and agree that the University will be implementing a third-party administrator for the administration of employee Federal Family and Medical Leave (FMLA) and Americans with Disabilities Act (ADA) requests for accommodation. To ensure that that the changes required by this system 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 may be necessary to achieve implementation. The University and the Union will establish a temporary one (1) year Joint Labor-Management Committee made up of an equal number of management and union representatives to act as the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the third-party administrator system.

**Section 13. Family Leave**

During family leave taken in conjunction with the birth, adoption, or placement of a child, an employee shall receive his/her salary for ten (10) days of said leave, at a time requested by the employee. The ten (10) days of paid family leave granted under this Section may be used on an intermittent basis over the twelve (12) months following the birth or adoption, except that this leave may not be charged in increments of less than one (1) day. In addition, if the employee has accrued sick leave, vacation leave, or personal leave credits available, the employee may use such credits for which he/she may otherwise be eligible under the sick leave, personal leave, or vacation leave provisions of this Agreement. Where an eligible full-time or part-time employee and his/her eligible spouse are both employees of the Commonwealth, they shall jointly be entitled to a combined total of not more than (10) days paid under the provisions of this Section.

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# ARTICLE 9
# VACATIONS

**Section 1.**

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

| Length of continuous full-time "creditable service"as of the end of each applicable month | Vacation Credit Accrued |
|---|---|
| less than 4.5 years | total of 10 days per year (earned pro-rated biweekly) |
| 4.5 years but less than 9.5 years | total of 15 days per year (earned pro-rated bi-weekly) |
| 9.5 years, but Less than 18.5 years. | total of 20 days per year (earned pro-rated biweekly) |
| 18.5 years, but less than 25 years | total of 26 days peryear (earned pro-rated biweekly) |
| 25 years or more | total of 28 days peryear (earned prorated biweekly) |

(b) For determining vacation status under this Article, "creditable service" only shall be used. All service beginning on the first working day of the first full month in the Institution where rendered, and all service thereafter becomes "creditable service" provided there has not been any break of three (3) years or more in such service as referred to in Section 12 of this Article. In computing an employee's vacation status all "creditable service" from the first working day in the Institution up to the end of each full month of service rendered shall constitute the creditable service" which shall be used to establish vacation credit for such month. Anything in the foregoing to

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the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service", if any, which he/she had at the termination of the predecessor Agreement.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

**Section 7.**

The appointing authority shall grant vacation leave within twelve months after it is credited, unless in the appointing authority's opinion it is impossible or impracticable to do so because of work schedules or emergencies.

The maximum vacation accrual shall be two times the annual accrual rate of the unit. Vacation days earned in excess of the maximum, fifty (50) days, shall be forfeited and shall not be rolled over into sick leave, compensatory time, or any other form of paid leave.

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**Section 8.**

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

**Section 9.**

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

**Section 10.**

Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made in an amount equal to the vacation leave which had accrued prior to the employee's death but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefore.

**Section 11.**

An employee who is eligible for vacation under these rules, whose services are terminated for any other reason other than dismissal for cause, shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowance had already been made therefore. An employee who is dismissed for cause shall be entitled to payment for any accrued but unused vacation leave up to a maximum of twelve (12) months accrual calculated on the basis of the monthly rate applicable to the employee on the date of dismissal.

**Section 12.**

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

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

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**Section 13.**

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

**Section 14.**

An employee who is reinstated after military leave, as referred to in Section 13 may be granted vacation allowance up to the equivalent to twelve months' accrual as of the date on which he/she returned or returns, provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to the military leave shall, in any way, affect vacation credits accrued by such an employee in any full month of employment after he/she returns from military services.

**Section 15.**

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

**Section 16.**

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

**Section 17.**

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

**Section 18.**

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

All vacation leave shall be requested and approved in advance.

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# ARTICLE 10
# HOLIDAYS

A Bargaining unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the administration at least four (4) hours prior to the beginning of the scheduled tour of duty and indicates, as a reason for such absence, a reason that, pursuant to the terms of this agreement warrants the granting of paid leave of absence for such day.

In extraordinary circumstances beyond the control of the employee, the above notification period may be waved. An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or compensatory day off for that holiday.

**Section 1.**

The following days shall be holidays for employees:

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

**Section 2.**

All holidays shall be observed on the Commonwealth's legal holiday unless an alternative day is designated by the appointing authority.

**Section 3.**

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

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**Section 4.**

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

**Section 5.**

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

In addition, an employee required to work on Thanksgiving, Christmas or New Year's Day shall receive an additional one and one-half (1.5) compensatory day off with pay or if a compensatory day cannot be granted by the appointing authority because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one and one-half (1.5) day at his/her regular rate of pay for the holiday worked.

**Section 6.**

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

**Section 7.**

A unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit-member properly notifies the administration at least **one (1) hour** prior to the beginning of the scheduled tour of duty and indicates, as a reason for such absence, a reason that, pursuant to the terms of this Agreement warrants the granting of paid leave of absence for such day.

In extraordinary circumstances beyond the control of the employee, the above notification period may be waived. An employee who is granted sick leave for a holiday on which he/she is scheduled to work shall not receive holiday pay or compensatory day off for that holiday.

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**Section 8.**

An employee not otherwise entitled to the Suffolk County holidays pursuant to Section 1 above, and who is scheduled to work on such a holiday, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five (5) or more days, shall be entitled to a day off with pay in lieu of each of the Suffolk County holidays. Such day off may be taken at a time designated by the employee and approved by the appointing authority, but usually within one hundred-twenty (120) days.

**Section 9.**

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. Whenever any holiday falls on a Saturday, such holiday shall be deemed to fall on the day preceding. Such holidays shall be granted in accordance with and subject to the foregoing provisions of this Article. However, if an employee is scheduled to work on such a Saturday or Sunday, that workday shall be deemed to be the holiday in accordance with the preceding Section 5. If such day off cannot be granted for reasons satisfactory to the appointing authority, such employee shall be given a day off in lieu thereof, or shall be paid compensatory therefore, in accordance with the provisions of the preceding Section 5. For purposes of calculating holiday pay under this Article, Christmas Day shall be deemed to fall on December 25, Independence Day on July 4, and New Year's Day on January 1.

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## ARTICLE 11
## EMPLOYEE EXPENSES

**Section 1.**

A. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed in accordance with the Board of Trustees Policy (T92-031) for mileage and meals.

B. An employee who travels from his/her home to a temporary assignment rather than to his/her regularly assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment or between his/her regularly assigned office and his/her temporary assignment, whichever is less.

C. Employees shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Chief Executive Officer, an employee's home may be designated as his/her regular office by his/her appointing authority for the purpose of allowed transportation expenses in cases where the employee has no regular office or other regular work location.

D. The University agrees to pay for, or to reimburse, the cost of licenses, such as LTC or EMT, required in the performance of the duties of sworn officers, excluding drivers' licenses.

**Section 2.**

A. An employee who is assigned to duty that requires him/her to be absent from his/her home for more than twenty-four hours shall be reimbursed for reasonable charges for lodging including reasonable tips and for meal expenses, including tips, not to exceed the following amounts:

| Meals | Maximum Allowance | Applicable |
|---|---|---|
| Breakfast | $5.00 | 3:01 a.m.-9:00 a.m. |
| Lunch | $10.00 | 9:01 a.m.-3:00 p.m. |
| Supper | $10.00 | 3:01 p.m.-9:00 p.m. |

B. On the first day of assignment to duty in excess of twenty-four hours, employees shall not be reimbursed for breakfast if such assignment commences after 6:00 a.m., for lunch if such assignment commences after 12:00 noon, or for supper if such assignment commences after 10:00 p.m.

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C. On the last day of assignment to duty in excess of twenty-four hours, employees shall not be reimbursed for breakfast if such assignment ends before 6:00 a.m., for lunch if such assignment ends before 12:00 noon, or for supper if such assignment ends before 6:00 p.m.

D. For travel of less than twenty-four hours commencing two hours or more before compensated time, employees shall be entitled to the above breakfast allowance. For travel of less than twenty-four hours ending two hours or more after compensated time employees shall be entitled to the above supper allowance. Employees are not entitled to the above lunch allowance for travel of less than twenty-four hours.

**Section 3.**

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

| | | | | |
|---|---|---|---|---|
| Breakfast | 3:01 a.m. | to | 9:00 a.m. | $5.00 |
| Lunch | 9:01-a.m. | to | 3:00 p.m. | $5.00 |
| Supper | 3:01 p.m. | to | 9:00 p.m. | $10.00 |
| Midnight Snack | 9:01 p.m. | to | 3:00 a.m. | $3.00 |

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# ARTICLE 12
# EMPLOYEE COMPENSATION

**Section 1. Annual Salary Rate Increases**

A. General Provisions

1. Effective the first day of the first full pay period following the date that the parties reach agreement on a successor collective bargaining agreement, but no sooner than January 12, 2025, employees who are eligible for the salary increase as described below shall receive an increase of three percent (3.0%) in salary rate.
2. Effective July 13, 2025, employees who are eligible for the salary increase as described below shall receive an increase of two percent (2.0%) in salary rate.
3. Effective January 11, 2026, employees who are eligible for the salary increase as described below shall receive an increase of two percent (2.0%) in salary rate.
4. Effective July 12, 2026, employees who are eligible for the salary increase as described below shall receive an increase of two percent (2.0%) in salary rate.
5. Effective January 10, 2027, employees who are eligible for the salary increase as described below shall receive an increase of two percent (2.0%) in salary rate.

B. Adjustment Pool

1. Effective on the first full pay period following the date that the parties reach agreement on a successor collective bargaining agreement but no sooner than January 2025, an Adjustment Pool equal to $200.00 per FTE in the bargaining unit, shall be established. (A pro-rata amount shall be factored into this pool for less than full time bargaining unit members, if any).
2. The number of employees in the bargaining unit will be based on the average monthly enrollment for FY 2024 as it is recorded in the University's HRIS system.
3. The parties understand and agree that the pool shall not be used to increase base salary rates or classification increases.
4. The parties agree to use the pool funds to increase the amount of the uniform allowance provided for in Article 37 by $187.50. The parties further agree to amend Article 37 to provide that the uniform allowance for each police officer shall now be $ $1,187.50 and $637.50 for dispatchers.

C. Eligibility Requirements

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

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**Section 2. Employees Hired, Reinstated or Re-Employed on or after June 29, 1986**

The salary rate for an employee hired, reinstated, or re-employed on or after June 29, 1986 shall be Step 1 for the job group of his/her position except in cases where an employee is hired at an approved salary rate above the usual hiringrate.

**Section 3. Step Rate Increases and Promotions**

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

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

B. Effective June 29, 1986, whenever an employee receives a promotion to a position as defined in Article 17, the employee's new salary rate shall be calculated as follows:

1. determine the employee's salary rate at his/her current job group;
2. add to this figure the "promotion factor" which is the difference between Step 1 and Step 2 of the higher group (the one to which he/she is being promoted);
3. compare the resultant sum to the rates for the higher job group into which the employee is promoted;
4. the employee's salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

The anniversary date for such an employee shall become the effective date of the promotion.

**Section 4. General Provisions**

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

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B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.

C. Employees shall be compensated on the basis of the salary rate for their official job classification.

**Section 5. Regular Part-Time Employees**

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

**Section 6. New Unit Employees From Units Not Covered By This Agreement**

A. An employee entering a position within a bargaining unit covered by this Agreement from a position in the same salary grade in a bargaining unit not covered by this Agreement shall be placed at the first step in a grade which at least equals the rate of compensation received immediately prior to his/her entry into the bargaining unit, provided that no employee shall be reduced in compensation by such entry into the bargaining unit.

B. Whenever an employee enters a position in a higher job grade from a position within a bargaining unit not covered by this Agreement, the employee's new salary rate shall be determined in the same manner as set forth in Section 3, paragraph "B".

C. An employee entering a position within a bargaining unit covered by this Agreement from a position in a higher salary grade in a bargaining unit not covered by this Agreement shall be placed at a step in grade within his/her new job grade based upon the employee's creditable years of service in the new job grade or higher job grade, provided that in no event shall the employee be placed in a step grade which results in the employee receiving a rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

**Section 7.**

The salary rate increases as provided in this Article shall apply only to those employed on the execution date of the Agreement. However, former bargaining unit members who died, retired or transferred out of the bargaining unit (but remained in the employ of the Employer during the period between July 6, 1997 and the execution date shall receive appropriate increases as provided in this Article for the period of employment in the bargaining unit).

**Section 8.**

When the campus declares an emergency closing during the third shift (midnight through 8:00 A.M.), compensatory time shall be granted to employees who have reported for that shift for the period from midnight through the actual time the emergency is declared.

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# ARTICLE 13
# GROUP HEALTH INSURANCE CONTRIBUTIONS

**Section 1.**

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

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# ARTICLE 14
# HEALTH AND WELFARE

**Section 1. Creation of Trust Agreement**

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

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

**Section 2. Funding**

- Effective the first pay period in January 2015 the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of $14.00 per calendar week.
- Effective the first pay period in January 2016 the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of $14.50 per calendar week.
- Effective the first pay period in January 2017 the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of $15.00 per calendar week.

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

**Section 3. Non-Grievability**

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

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**Section 4. Employer's Liability**

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

**Section 5. Domestic Partner**

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

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# ARTICLE 15
# TUITION REMISSION, TUITION WAIVER AND FEE WAIVER POLICY

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

**Section 1. Tuition Remission**

A. Full-Time Employees

1. Eligibility

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

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

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

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

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

2. Applicability.

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

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

b. For enrollment in any non-State-supported course or program offered through continuing education, including any community service course or program at any Community College, State College, or University, fifty percent (50%) tuition remission shall apply.

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

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3. Limitations

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

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

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

   d. Tuition remission benefits are non-transferable.

4. Certification Process

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

   a. Apply for, and be admitted to, the desired course/program.

   b. Complete a "Certificate of Eligibility for System-wide Tuition Remission" (Appendix E) and have it signed by his/her Department Head or Supervisor and by a Human Resources Officer of the college or university at which he/she is employed. If the tuition remission is to be used by the employee's spouse or dependent child, the name and relationship of this individual should be indicated on the certificate. The certificate should be completed as far in advance of the date of enrollment as possible.

   c. Submit the completed Certificate of Eligibility with his/her tuition bill to the college or university at which he/she plans to enroll. The employee (or his/her spouse or dependent children) must remit payment at the same time for costs not covered by tuition remission.

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

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5. Continuation of Existing Benefits

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

6. Interpretation of this Policy

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

B. Part-time Employees

1. Eligibility

   a. All part-time employees who are members of a collective bargaining unit, who are paid from the 01 or 02 Subsidiary Account, and who have completed at least six months of full-time equivalent service as of the date of enrollment, shall be eligible for system-wide tuition remission benefits. No other part-time employees shall be eligible for system-wide tuition remission.

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

2. Applicability

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

   a. For enrollment in any State-supported course or program at the undergraduate or graduate level at any Community College, State College, or University, excluding the M.D. program at the University of Massachusetts Medical School, fifty percent (50%) remission shall apply.

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

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

In all-other respects, the provisions of the Regent's System-wide Tuition Remission Policy shall be applicable to eligible part-time employees.

**Section 2. University Tuition Waiver**

Employees, Spouses, Domestic Partners and Dependent Children

1. Eligibility

a. All professional and classified employees of the University are eligible for tuition waivers. Professional and classified employees of the University shall be defined as those individuals who are state or trust-funded employees receiving University benefits and salary through the regular University of Massachusetts payroll.

b. Employees on sabbatical leave, professional staff leave or leave of absence without pay are employees and should be considered eligible. Employees on disability or sick leave are employees and should be considered eligible. Any individual who has ceased employment and is on insurance-covered disability should not be considered eligible. Retirees are not eligible.

c. A spouse, domestic partner, and/or dependent children of full-time employees shall be eligible for tuition waivers, except that no employee's dependent child beyond the age of twenty-five (25) shall be eligible for tuition remission benefits; provided, however, that the President of the University may, in exceptional circumstances and for good reason, waive this age requirement for individual students who, although beyond the age of twenty-five (25), nonetheless meet the tests of dependency established by the Internal Revenue Service. Further, tuition remission benefits shall be of no application to any student enrolled at the University of Massachusetts Medical School in courses leading to the M.D. Degree. A full-time employee shall be considered any individual who is a forty-three week contract employee.

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An employee's length of service should not affect the eligibility of his or her spouse, domestic partner or dependent children, with the following exceptions:

d. If an employee leaves the employment of the University while a spouse, domestic partner or child is enrolled in a program of study, the spouse, domestic partner or child may complete the semester course already begun. At the end of the semester his/her eligibility ceases.

e. If an employee who has completed at least five years of full-time service (or equivalent, as determined by the campus), dies, his/her spouse, domestic partner or dependent child shall remain eligible for the program of study or degree program in which they are enrolled, and any spouse, domestic partner or dependent child nor currently enrolled in a program of study or degree program at the University shall be eligible for one such program of study or degree program. This five-year length of service requirement does not apply to full-time faculty members or librarians except for those in rank of lecturer or instructor.

f. In the case of a spouse, domestic partner or dependent child of an employee of the University who retires, such spouse, domestic partner or dependent child who has begun a program of study prior to the official retirement date may complete his/her program providing the program of study is continuous.

The benefits herein apply only to employees who are specified and are non-transferable.

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

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guidelines for all students. Fee waivers shall be for eligible employees only, and do not include Continuing Education programs, in accordance with campus policy.

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

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

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

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6. Implementation of Tuition Waiver Policy

   The Chancellor of each campus, who will retain the authority for implementing this policy and for the ongoing collection of adequate data concerning distribution of tuition waivers, may delegate this authority to the Vice Chancellor for Academic Affairs. In addition, the Office of the President shall assume lead responsibility for establishing a timetable for policy implementation.

**Fee Waiver Policy**

This plan, which is effective Fall 2015 semester, covers all full and part-time undergraduate students. The current policy regarding tuition and fee waivers remains in effect through the Spring 2015 semester.

Spouses and dependents of full-time benefited employees are eligible for a waiver in the semester following the completion of two years of full-time equivalent benefited service at any of the UMass Campuses or UMass System Office.

Spouses and dependents of part-time benefited employees are eligible for a waiver in the semester following the completion of four years of part-time equivalent benefited service at any of the UMass Campuses or UMass System Office. Part-time shall be defined as a regular schedule of half-time the normal number of hours for that position. Individuals must be eligible for benefits under the terms of a collective bargaining agreement or personnel policies.

Spouses and dependents enrolled as full-time or part-time students shall be eligible to have a maximum of fifty percent (50%) of curriculum/operating fees waived.

This benefit is available to the dependents and spouses of current full and part time benefited UMass employees only. Dependents and spouses of benefitted employees on unpaid leave (other than Military Leave, Workers' Compensation and FMLA) are not eligible for this benefit.

This benefit is in effect only for the period of time in which the employee is employed by the University. Should the employee resign, or is laid off, or otherwise separated from his/her position, the waiver shall be extended only through the semester in which the separation occurred. However, the spouse and dependent children of retired or deceased employees may retain eligibility under the below described conditions:

- If an eligible employee retires while a dependent child or spouse is enrolled in an undergraduate program of study or undergraduate degree program, the spouse or child may complete such program with the waiver, provided the enrollment is continuous.
- If an eligible employee who has completed at least five (5) years of full-time equivalent service dies, the surviving spouse and dependent

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children shall be eligible to enter and/or complete one (1) full undergraduate program of study or undergraduate degree program with the waiver.

A "dependent child" shall mean any natural, adopted or step child who is claimed as a dependent on the eligible employee's Federal Tax Return for the tax year immediately preceding enrollment. In addition, dependents must be under the age of 26 to be considered and remain eligible for this benefit and meet the IRS standards of dependency.

The applicable fees for which this waiver applies are the Curriculum/Operating fees.

The parties also agree that, if during the term of this agreement, the Commonwealth and the University agree to a tuition retention plan, the University will extend the current value of this provision through the term of the agreement. The current value of this benefit includes the full cost of in-state tuition and 50% of the in-state operating/curriculum fees as of August 31, 2015.

The parties also agree that the current practice of adhering to the 2008-2009 fee waiver amount shall end with the Spring 2015 semester.

**For Continuing Education**

**Applicability**

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

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

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

Limitations

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

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

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

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# ARTICLE 16
# SENIORITY

**Section 1. Definitions**

a. Campus Seniority. The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, as computed from last date of hire or rehire by the campus.

b. Classification Seniority. The length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, in a specific job classification covered by this Agreement, as computed from the last date of hire or rehire into that job classification on the campus.

**Section 2. Computation of Seniority**

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

**Section 3. Seniority for Days Off and Shift Assignments**

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

**Section 4. Termination of Seniority**

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

(a) Discharge for cause, resignation or retirement.

(b) Acceptance of a settlement for total and permanent disability.

(c) Absence from work for fourteen (14) days without valid reasons and without proper and timely notification to the appointing authority, except where excused therefrom by the appointing authority.

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# ARTICLE 17
# PROMOTIONS AND FILLING OF VACANCIES

**Section 1. Posting of Vacancies**

A. A vacancy in a position subject to this Agreement, when available to be filled as determined by the appointing authority, shall be posted electronically on the University of Massachusetts Dartmouth website for not less than seven (7) calendar days.

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

1. Job Title
2. Grade and/or Salary Range
3. Application Closing Date and Time
4. A description of the duties and the minimum qualifications and the location(s) where such description can be obtained.

C. Everyone seeking to be considered for any such vacant position shall submit an electronic application in accordance with the procedures and within the time limit prescribed in such notice. The pool of candidates for such vacant position shall include every employee and every other person who shall have applied for such position in accordance with the terms of such notice.

**Section 2. Filling of Vacancies – Dispatchers and Police Officers**

A. The hiring of dispatchers shall be in accordance with Article 17 Section 1. The following criteria shall be used by the employer in selecting a candidate to fill such a vacancy:

1. Ability to perform the requirements of the position
2. Higher education beyond a high school diploma or substitution of tow years of military experience and training related to the vacant position.
3. Experience in related work
4. Work history and job performance

B. The filling of vacancies for Police Officers at the University of Massachusetts Dartmouth shall be from a pool of candidates that have successfully passed the Police Entrance Exam with a score of no lower than 70. Beginning January 1, 2024, all candidates for police

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positions shall be required to have a high school diploma or GED, except however that any Bargaining Unit member employed by the Department of Public Safety prior to January 1, 2008 and/or any Veteran (regardless of hiring date) shall be exempt from any college education requirement when being considered for promotion. Vacancies shall be filled within the bargaining unit unless there is sufficient reason for exception. Such pool shall be maintained for two years, or until the pool is exhausted, whichever occurs first.

C. The following criteria shall be used by the employer in selecting a candidate to fill a vacant position:

1. Ability to perform the requirements ofthe position
2. Education or substitution of 2 years military experience and training related to the vacant position.
3. Experience in related work
4. Work history and job performance

D. As a condition of employment and/or continued employment as a police officer, an employee shall complete and successfully obtain a their certification as a police officer as required or determined by the Municipal Police Training Committee and/or Massachusetts Peace Officers Standards and Training Commission or any successor agency or entity and must maintain their certification issued by the Massachusetts Peace Officer Standards and Training Commission or any successor agency or entity. Any employee who loses or cannot obtain the required certification shall not be employed in any capacity that is precluded by law. Any employee whose certification is suspended through no fault of their own shall be placed on administrative leave with pay until such time as a final determination is made on the suspension of the employee's certification. Any employee whose certification is suspended as a result of a criminal charge or a disciplinary violation shall be placed on administrative leave without pay until such time as a final determination is made on the suspension of the employee's certification.

E. Each new employee shall at the time of employment, be required to enter into a written agreement to remain in his/her position of Police officer at the University for a period of not less than three (3) years (excluding unpaid leave of absence) following successful completion of the Police Academy training and certification by the Massachusetts Municipal Police Training Committee (MPTC) or successor, unless excused from his/her obligation by the University. If an employee elects to leave their employment with the University within three (3) years of graduation from the MPTC Training Academy, they shall reimburse the University for all expenses incurred by

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the University during their training in the amount of Fifteen Thousand ($15,000.00) Dollars.

F. A Bargaining unit member shall be included on all hiring committees. Said member shall be designated by the Union.

**Section 3. Filling of Vacancies of Supervisory Police Officers – Sergeants and/or Lieutenants**

A. The filling of vacancies of Supervisory Police Officers, (Sergeant or Lieutenant) shall be from a pool of qualified candidates who have successfully passed the required Sergeant/Lieutenant exam. Once the Department Head has been made aware of the test results, copies of test scores shall be sent directly to individual officers by the testing company. The Department Head may post test scores for all passing grades. Anyone hired into any of the aforementioned positions after January 1, 2008 shall be required to have a

Bachelor's Degree or a combination of an Associate's Degree and two (2) years military experience to be considered for promotion to Sergeant or Lieutenant. Except, however, any Bargaining Unit member employed by the Department of Public Safety prior to January 1, 2008 shall be exempt from any college education or military experience requirement when being considered for promotion. The pool of candidates shall be maintained for two (2) years, or until the pool is exhausted, whichever occurs first.

B. From the pool of candidates who have successfully passed the required exam, the appointing authority shall promote/appoint a candidate from the rank of Police Officer to Police Sergeant, or Police Sergeant to Police Lieutenant, subject to the following requirements:

1. Such candidate shall have been employed in the lower title for at least three (3) years preceding the promotion, exclusive of such time in attendance at the required Police Academy, or any leaves of absence.
2. Such candidate shall demonstrate that he/she has the qualifications and abilities as set forth in the position description.
3. Vacancies for promotion shall be filled from within the Bargaining Unit unless there is sufficient reason for exception.
4. Where qualification of applicants for posted Bargaining Unit vacancies are substantially equal, seniority shall be the deciding factor.

C. The following criteria shall be used by the Employer in selecting a candidate to fill the vacant positions of Sergeant or Lieutenant:

1. 50% - Exam score
2. 10% - Education and training related to the position
3. 10% - Work history, performance and experience
4. 30% - Evaluation Board interview

The Evaluation Board will consist of the following:

Director of Public Safety/Designee,

One (1) external Police Officer at the rank of the vacancy or higher,

One (1) member of the faculty selected by the Provost,

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One (1) Bargaining Unit member selected by the union, and
One (1) Student selected by the Director of Public Safety
Said board will evaluate candidates based on above listed criteria.

The external police officer and student shall be selected from a list established by the Director of Public Safety. The Union shall have three (3) peremptory challenges to the selection of each. The external police officer shall be from a Massachusetts Municipal Police Department, or member of University of Massachusetts Law Enforcement Agency, or the Massachusetts State Police. The external police officer and student shall serve on a rotating basis as new vacancies occur.

**Section 4. Probationary Period for Promoted Employees**

A. An employee who has been promoted/appointed shall be on probation for a period not to exceed six (6) months. When any position requires that an employee successfully complete a formal training program, time spent in said training program shall not count toward the probationary period.

B. If the employee's work performance in the new position is not satisfactory to the appointing authority during this probationary period; said employee shall revert back to his/her former position or, in the case of a newly-hired employee, be terminated.

C. If the promoted employee is not satisfied with the new position, he/she may elect to return to the former position within ninety (90) days after saidpromotion.

D. All promotions/appointment made pursuant to this Article shall be temporary or provisional appointments at least until the completion of the probationary period. All vacancies resulting from an employee's promotion pursuant to this Article, shall be temporary or provisionally at least until the promoted employee has completed his/her probationary period.

E. The probationary period may be extended by mutual written agreement between the Department Head and the Union.

**Section 5. Grievability**

Provisions of the foregoing Sections 1, 2 and 3 shall be subject to the grievance procedures set forth in Article 29.

**Section 6. Veteran Defined**

For the purpose of this Article (17), military experience will be applied only to those who hold the title of "veteran", as defined by the state of Massachusetts.

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# ARTICLE 18
# OUT OF TITLE WORK

**Section 1. Work in a Lower Classification**

a. When an employee is assigned by the appointing authority to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her rate of pay as if performing his/her regular duties.

b. An employee who is assigned by the administration to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

**Section 2. Work in a Higher Classification**

a. An employee who is assigned by the appointing authority to a vacant position in a higher grade for more than ten (10) days in any thirty (30) day period shall receive the salary rate at the first step of the higher classification from the first day of the appointment. Whenever an employee is assigned to any vacant higher rated position he/she shall no later than the tenth working day of his/her performing the higher' rated position's duties, complete and transmit to his/her supervisor the form attached as APPENDIX C. The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the Chief Executive Officer or designee who shall thereupon determine whether the work assignment is or is not out of title work. However, if such assigned employee's regular rate of compensation is higher, the compensation shall be computed at the step of the higher classification which is closest to the employee's regular compensation and provides at least one promotion factor of the higher classification over the employee's regular rate of compensation.

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

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# ARTICLE 19
# CLASSIFICATION AND RECLASSIFICATION

**Section 1. Class Specifications**

(a) The appointing authority shall provide the Union with a copy of the class specifications of each title covered by this contract for which such a specification exists.

(b) Each employee in the bargaining unit shall be permitted by the appointing authority to have access to examine his/her class specification.

**Section 2. Individual Appeal of Classification**

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

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# ARTICLE 20
# CLASS REALLOCATION

**Section 1.**

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

**Section 2.**

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

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# ARTICLE 21
# LAYOFF AND RECALL

**Section 1. Layoff**

A. Subject to the provisions of Article 6, in the event of a reduction of personnel, those employees having least seniority within classification would be first considered for release.

B. As soon as feasible after the appointing authority becomes aware of an impending reduction in the work force and prior to notifying any employees who may be affected, the appointing authority shall notify the Union of such impending reduction. Thereafter, the appointing authority shall meet with the Union to discuss the impact of the layoff on the affected employees, including the availability of similar vacant positions within the same appointing authority and including the availability of any training program which may be applicable to the employees.

C. In the event an employee is scheduled to be laid off and there exists a position in an equal or lower- graded classification on campus, the duties of which the employee has the ability to immediately perform, unit seniority shall prevail in permitting such an employee to bump the least senior individual in such classification in the bargaining unit.

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

**Section 2. Recall**

A. The appointing authority shall maintain a recall roster from which laid off employees will be recalled to available positions within their classification in accordance with unit seniority and subject to their ability to perform the work.

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B. A laid off employee will remain on the recall roster for two years, provided that an employee who is offered recall to a position in the same job grade as the position from which he/she was laid off and who fails to accept such offer within five days from the date on which he/she received or should have received such notice, shall be removed from the recall list and his/her recall rights and seniority shall terminate at that time.

C. An employee who is recalled shall have that seniority which he/she had at the time of layoff.

D. An employee who is recalled shall retain that step which he/she had at the time of layoff.

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# ARTICLE 22
# PROBATIONARY EMPLOYEES

**Section 1.**

New employees hired into the bargaining unit shall be considered as probationary employees for the first **twelve (12)** months of their employment; provided, however, that whenever any such employee shall, without break *in* service, have performed, on a part-time basis, the job whose specifications are the same as those of the position being so filled, such part-time service shall be credited toward fulfillment of the probationary requirement in such pro-rated amount as such part-time service bears to full-time service.

**Section 2.**

The **twelve (12)** month probationary period for new employees will commence on the first full day of employment upon successful completion of the Training Academy Program.

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

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

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**Section 7.**

The purpose of the probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted for more than thirty (30) consecutive working days, the probationary period shall be extended to compensate for that absence. The employee will be notified of this extension and the reasons for it.

**Section 8.**

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

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# ARTICLE 23
# PERSONNEL FILES

**Section 1.**

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

**Section 2.**

The personnel file shall be one of the sources on which the administration bases decisions affecting the employment status of the employee and other decisions relating thereto. The personnel file shall include copies of official personnel correspondence with the employee. An employee shall receive a copy of any adverse material placed in his/her file and shall have the right to file a statement in response to any such material placed in his/her file. Any adverse material in an employee's file shall be removed after three (3) years upon written request of the employee; provided, however, that the appointing authority may, upon written request from an employee, remove any documentation of verbal warnings from the file after a period of two years, if there have been no further disciplinary actions taken against the employee.

**Section 3.**

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

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# ARTICLE 24
# EVALUATION OF EMPLOYEES

**Section 1.**

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

1. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances;
2. Serve as an important motivational tool and improve the quality of job performance;
3. Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communication;
4. Base personnel actions and taking disciplinary action on objective, accurate and fair performance appraisals;
5. Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be a continuous process.

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

**Section 2.**

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

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

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**Section 3.**

Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level who has been so assigned.

**Section 4.**

The Human Resources Office shall receive all evaluations from the Chief of Police and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation -and any evidence or materials submitted in support of such evaluation, in the respective personnel file on each employee.

**Section 5.**

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

**Section 6.**

The affected employee shall have the opportunity to see the completed performance evaluation form and will be given the opportunity to initial it, whether in agreement with its content or not.

**Section 7.**

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

**Section 8. Implementation of Performance Evaluation System**

Notwithstanding anything in this Agreement to the contrary including, but not limited to this Article 24, the University and Union agree that they will agree to and support the implementation of an electronic tool and system for the completion, tracking and management of employee evaluations as well as any related changes to business practices, procedures and functions to accommodate the electronic tool and system. The parties agree that the current evaluation form as set out in Appendix E shall not be changed and shall be converted into an electronic format in the new evaluation tool and system subject only to any adjustments needed to comply with system configuration constraints. The parties acknowledge and agree that they will establish a temporary one (1) year Joint Labor Management Committee made up of an equal number of management and union representatives to act as the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the use of the electronic evaluation tool and system.

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# ARTICLE 25
# SAFETY PROCEDURES

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

All work-related injuries shall be reported to the appropriate administrator immediately upon their occurrence in accordance with the procedures in effect at the Institution.
Grievances involving the interpretation or application of the provisions of this Article may be processed through Step 4 of the Grievances Procedures set forth in Article 29 of this Agreement but shall not be processed to Step 5 thereof.

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# ARTICLE 26
# LABOR/MANAGEMENT COMMITTEE

**Section 1.**

There shall be established a committee to be known as the Labor/Management Committee. Such Committee shall be comprised of four (4) members: two (2) representing the campus administration and two (2) representing the Local. Such representatives shall respectively be appointed by the Chancellor of the campus and the Local within sixty (60) days of the date of execution of this Agreement.

**Section 2.**

The purpose of said Committee shall be to discuss matters of mutual concern to the University and the Local. There shall be at least two (2) meetings per year, unless mutually agreed otherwise. The current practices on any issue discussed by the Committee shall remain in full force and effect until a Memorandum of Understanding has been executed by the parties. It is understood that said Committee will not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

This committee will also compile and review all current and active MOU's and incorporate them into the appropriate articles of the CBA. Where there is not a specific article to apply the MOU to, the committee will add it to the CBA as an addendum. The committee will require all existing MOU's to be presented from both parties represented in this agreement, or they will be considered to not be in effect. All future MOU's will contain language stating that they will expire with the expiration of the current contract or will be incorporated into the successor agreement. This process shall be completed in a timely manner, and not to exceed one (1) calendar year from the date of the execution of this agreement.

**Section 3. 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. In the extraordinary event that the Union alleges that an employee cannot comply with the electronic transfer of salary checks due to severe hardship such as inability to access a bank or financial institution during off hours, or there is no ATM available within a reasonable geographic distance from an employee's home, the Union shall request that the Human resources Department grant a Direct Deposit Exemption. The Human Resources Department will review the request and respond within thirty (30) days of receiving such request. Denials of Direct Deposit Exemption Requests shall not be subject to the contractual Grievance and Arbitration Procedure.

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# ARTICLE 27
# SICK LEAVE BANK

Upon the date of execution of this Agreement, a Sick Leave Bank may be established for each unit covered by this Agreement where such bank does not currently exist.

Every sick leave bank that exists at any institution prior to the effective date of this Agreement shall be deemed to have been established pursuant to the provisions of this Agreement, and any employee who is a member of any such bank on the effective date of this Agreement may remain a member thereof subject to the terms and conditions of this section.

During the term of this Agreement, an employee who is not a member of the Sick Leave Bank may become so by assigning to the Bank one (1) or more full days of his/her personal sick leave accumulation, during the annual thirty (30) day period established by the Union Management Committee for such purpose.

A member of the Sick Leave Bank shall be eligible to draw upon the Bank, for a maximum of sixty (60) days, after the exhaustion of the member's personal sick leave, vacation leave, personal leave accumulation as well as any compensatory days.

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

This local Union-Management committee will determine at what level the Sick Bank will be replenished. However, members can donate one or more full days each time it is required that the Bank be replenished.

Any member of the Bank wishing to remain a member thereof and who has exhausted his/her personal sick leave accumulation shall assign such additional full day or days as of the date on which such member is next entitled to personal sick leave.

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A member of the Sick Leave Bank shall begin drawing on the Bank only upon presentation of a medical certificate satisfactory to the Sick Leave Committee. Such medical certificate shall be signed by a physician and shall set forth the nature of the employee's illness or disability and its anticipated duration. A unanimous vote of the Sick Leave Bank Committee shall be required to authorize the employee to begin drawing on the Sick Leave Bank.

After an employee has drawn on the Bank for ten (10) working days, his/her case shall be reviewed by the Sick Leave Bank Committee which may, by unanimous affirmative vote, authorize the employee to continue drawing on the Bank. This process shall be repeated after each successive period often (10) working days. Notwithstanding the foregoing, any employee drawing on the Sick Leave Bank may at any time be disqualified from continuing to draw on the Bank by unanimous vote of the Sick Leave bank Committee.

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

Any provisions of this Article to the contrary notwithstanding, for those Sick Leave Banks in existence on the date of execution of this Agreement, the current Committee structure shall continue; provided, however, that at least one management representative shall be a member of each Committee. All decisions that the Committees are empowered to make pursuant to this Article shall be by majority vote.

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# ARTICLE 28
# DISCIPLINARY ACTION

**Section 1.**

The parties agree that the purpose of discipline in a labor-intensive enterprise is to insure, through corrective action, that the employees conduct themselves in a responsible manner. Progression from less severe to more severe corrective action is intended to bring about a change in behavior rather than simply to punish. Progressive disciplinary actions may include , but are not limited to, oral reprimand/warning, written reprimand/warning, suspension with pay, suspension without pa, demotion and discharge. Oral reprimands/warnings may be memorialized by an email or memorandum to the employee by their supervisor or manager. The parties further acknowledge that it is not possible to agree upon the full range of potential corrective actions which may -be taken by an employer or its representatives, particularly in a diverse statewide system of higher education. In some circumstances, actions or omissions which may have resulted or will result in harm to the institution, academic community or members thereof, may require imposition of severe sanctions in the first instance.

**Section 2.**

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

**Section 3.**

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

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

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**Section 4.**

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

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

**Section 5.**

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

**Section 6.**

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

**Section 7**

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

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# ARTICLE 29
# GRIEVANCE AND ARBITRATION

**Section 1. Introduction**

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

**Section 2. Definitions**

A. Grievance - A grievance shall mean any dispute concerning the application or interpretation of the terms of the collective bargaining agreement. It shall be a written statement on a Grievance Form setting forth all the known facts and/or material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy desired.

B. Grievant - Grievant shall mean an employee or group of employees, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

C. Day - Except as otherwise provided in this Article, "day" shall mean a calendar day, exclusive of any Saturday, Sunday, or any of the holidays enumerated in the Holiday Article of this Agreement.

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

A. Step 1. **Department Head**

The Union and/or the grievant shall institute the grievance procedure of this Article by filing with his/her immediate supervisor during the term of this Agreement a written grievance. Said

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

B. Step 2. Campus Chancellor or Designee

If the Union and/or the grievant elects to proceed to this Step, then within seven (7) working days of receipt of the Step 2 decision, or the expiration of the time period provided for in Step 1 above, the Union and/or grievant shall send a notice of this intent to the Campus Chancellor or designee (hereinafter in this Article "the Chancellor"). The Chancellor or designee shall meet or arrange to meet with the Union and/or grievant within ten (10) working days for review of the grievance and shall render a written opinion within twenty (20) working days from the conclusion of the Step 2 grievance hearing.

C. Step 3. University President

If the Union and/or the grievant elects to proceed to this Step, then within ten (10) working days of the receipt of the Step 2 decision, or the expiration of the time period provided for in Step **2** above, the Union and/or the grievant shall file a notice of this intent with the President of the University of Massachusetts or his/her designee (hereinafter in this Article called "President" and a copy of such notice with the Chancellor. The Chancellor shall forward, forthwith, a complete copy of the grievance record to the President. Within twenty-five (25) working days of receipt of the notice required to initiate this Step, the President shall review said grievance and issue a written decision.

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D. Step 4. Arbitration

Within thirty (30) calendar days of receipt of the Step 3 decision, or the expiration of the time period provided for in Step 3 above, arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

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

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

**Section 4. Decision of the Arbitrator**

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

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**Section 5. Union Representation**

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

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

**Section 6. Waiver and Admission**

A. Waiver

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

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B. Admission

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

C. Grounds of Appeal

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

**Section 7. Collateral Consequences of a Grievances**

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate deposition thereof, shall not be recorded in the Official Human Resources File of such member, nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority whether disciplinary or otherwise, for having processed such grievance; provided, however, that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

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# ARTICLE 30
# MANAGEMENT RIGHTS

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

- the determination of the standards of service to be provided and standards of productivity and performance of its employees;
- the right to determine the size and composition of the work force;
- to determine educational and work standards;
- to decide the location and number of its offices, administrative buildings, dormitories, facilities, and physical plant;
- to determine the quantity and type of equipment to be used in its operation;
- the speed of such equipment and the manning requirements of such equipment or any job;
- to determine the content of job classification;
- to promulgate reasonable rules and regulations;
- to select supervisory and managerial employees;
- to discipline, demote and discharge employees;
- to contract out work;
- to control and determine the state of products which may be used by employees;
- to determine the time for work, staffing pattern and work area;
- to determine the method and place of performing work including the right to determine that the Institution's work force shall not perform certain work;
- to transfer employees from one administrative area to another;
- to schedule work shifts and work breaks;
- to determine the method of performing work including the introduction of improved methods and facilities;
- to determine whether such work shall be performed by bargaining unit employees or others;
- to fix standards of quality and quantity for work to be done;
- to determine whether any part or the whole of its operations shall continue to operate;
- to establish, to change, or abolish any service;
- to maintain order and efficiency in its facilities and operations;
- to determine the duties of employees;
- to hire, layoff, assign, transfer, retrench;
- to determine the qualifications of employees;
- to promote employees; to upgrade, allocate, reallocate, or reclassify employees;
- to determine the starting and quitting time; to require overtime,

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

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# ARTICLE 31
# SCOPE OF AGREEMENT

**Section 1.**

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

**Section 2.**

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

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

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# ARTICLE 32
# NO STRIKE/NO LOCKOUT

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

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# ARTICLE 33
# SAVINGS CLAUSE

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

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# ARTICLE 34
# COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

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# ARTICLE 35
# CONTRACTING OUT

Within a reasonable time prior to the appointing authority contracting out work which will result in the layoff of an employee who performs the function that is contracted out, the Union shall be notified and the appointing authority and the Union shall discuss the availability of similar positions within the appointing authority's jurisdiction for which the laid-of employee is determined to be qualified and the availability of any training programs which may be applicable to the employee. In reviewing these placement possibilities, every effort will be made to seek matches or work skills and qualifications with available, comparable positions.

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# ARTICLE 36
# PARKING

Proper parking facilities shall be available to the employees covered by this Agreement within reasonable proximity to their regular work locations.

The appointing authority shall endeavor to maintain adequate lighting in all of said parking areas.

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

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# ARTICLE 37
# UNIFORM AND EQUIPMENT ALLOWANCE

Effective July 1, 2024, a uniform allowance of $1,187.50 per fiscal year for officers and $637.50 per fiscal year for dispatchers will be paid. This payment is subject to all state and federal taxes. A list of allowable purchases shall be determined upon mutual agreement of the Union and the Department Head which list shall include, among other things, a department authorized polo shirt. Newly-hired personnel shall be furnished with all necessary equipment and uniforms upon hire.

Beginning July 1, 2007, a "Quartermaster" system shall be developed and implemented upon mutual agreement between the Union and the Department Head.

The Chief of Police shall appoint a Quartermaster(s) from the sworn ranks of the UMD Department of Public Safety. The Quartermaster(s) shall inspect all uniforms and equipment twice per year to ensure timely replacement. Employees must present all uniforms and equipment at quarterly inspections. Clothing deemed unserviceable by the Quartermaster shall be replaced by the employee at their expense to maintain multiples listed on the schedule. The employer will replace equipment that becomes worn or damaged beyond repair.

Body armor shall be furnished by the Department to all sworn personnel and shall be replaced at recommended intervals established by the manufacturer. Costs for body armor shall not be considered part of the annual uniform maintenance allowance.

Management agrees to provide police officers and dispatchers with all uniforms and equipment necessary upon initial hire or promotion as detailed in the attached schedule in multiples listed. Costs associated with change or additions to the uniform or equipment shall be borne by the Department. Special uniforms required for special assignments to bike patrol, ATV patrol, canine duty, etc., shall be provided in stated multiples.

All uniforms and issued equipment are the property of the University. Upon completion of special assignment, or separation from the Department, all uniforms and equipment are to be returned to the Quartermaster for re-issue or disposal.

Theft, loss or destruction of any equipment while not on duty is the responsibility of the officer. Items rendered unserviceable during the course of duty shall be repaired or replaced by management upon successful documentation.

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# ARTICLE 38
# DURATION

This Agreement shall be for the three (3) year period July 1, 2024 to June 30, 2027. The terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 2, 2027. This Agreement will remain in full force and effective until a new Agreement is executed or an impasse in negotiations is reached.

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# ARTICLE 39
# ESSENTIAL EMPLOYEES

All uniformed police, and dispatch personnel are considered essential and are expected to work as scheduled regardless of weather conditions. Any full or partial shift absence which results from inclement weather will be considered leave without pay. However, at the request of the employee, this time may be charged to accrued vacation, personal leave, or earned compensatory time and will be subject to approval by the Director of Public Safety. Sick leave may not be used for this purpose.

When it is determined that driving conditions are hazardous due to weather conditions, employees should assess the circumstances of their individual locations and make every reasonable effort to report for duty. If an employee determines that weather conditions are too severe to travel, they must notify the shift supervisor or shift-officer-in-charge and should be prepared to report for duty if conditions improve during shift.

An employee (essential or non-essential), who reports for duty when the University is closed due to snow or other emergencies will be paid at one and one-half (1.5) times their regular rate of pay and receive one (1) day compensatory time at their regular rate.

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**For the Union:**

Damon Gomes, President

**For the University:**

Michael J. Murray,
Director Labor Relations

John Souza,
University Chief of Police

Deborah Majewski,
Vice Chancellor of Human Resources

Martin Meehan
President, University of Massachusetts

Docusigned by:
John Dunlap
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8/21/2026 | 10:41:42 AM EDT

John Dunlap
Chief Human Resources Officer
University of Massachusetts

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MEMORANDUM OF UNDERSTANDING
Between
The University of Massachusetts Dartmouth
And
IBPO, Local 399, Dartmouth

Governing Provisions:

- Article 23, Section 2 of the current contract states in part that "The personnel file shall include copies of official personnel correspondence with the employee. An employee shall receive a copy of any adverse material placed in his/her file and shall have the right to file a statement in response to any such material placed in his/her file."
- M.G.L. Chapter 149, Section 52C defines what is to be included in the official personnel records and specifically references "any other documents relating to disciplinary action regarding the employee."

In resolution at the 3rd step of the grievance filed by the IBPO regarding "unauthorized" files maintained in the Public Safety Department, the undersigned parties agree to the following:

1. All communications between a supervisor and employee or between two supervisors about an employee, if such communication is of a disciplinary nature and/or has the potential for future disciplinary action, shall be placed in the employee's official personnel file in the Human Resources Department at such time as it is created.

2. Prior to placing any such document in the official personnel file, however, the Departmental Supervisor shall notify the employee that the document exists and that it will be forwarded to the personnel file, and shall further provide the employee with a copy of said document.

3. Departmental documents that shall not be forwarded to the Human Resources file shall include: departmental training files, complaint investigation files about an individual employee, handwritten notes made by a supervisor, letters of instruction or assignment.

4. Letters of commendation shall be placed in the personnel file should the employee specifically request that said letters be placed therein. Said request shall not be unreasonably denied.

Any documents of a disciplinary nature as defined above shall not be utilized for any purpose unless it has been included in the official personnel file in accordance with the procedure outlined above.

FOR THE UNION

Michael Bellini, Grievant

Moe Dore, IBPO Local 399

7-31-00
Date

FOR THE UNIVERSITY

Jean F. MacCormack, Chancellor

Sharon Skeels-Connors, Director of Human Resources

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UMass | Dartmouth

OFFICE OF HUMAN RESOURCES

VIA EMAIL

August 20, 2025

Lt. Damon Gomes
President
IBPO Local 399
c/o University of Massachusetts Dartmouth
285 Old Westport Road
No. Dartmouth, MA 02747

RE: Side Letter Agreement on Stipends for Certain Specialized Jobs

Dear Damon:

This side letter agreement shall memorialize an agreement between the University of Massachusetts Dartmouth as the Employer and IBPO Local 399 (Union) entered into by the parties in conjunction with the tentative agreement reached by the parties for a successor collective bargaining agreement for the period July 1, 2024 to June 30, 2027. In conjunction with the aforementioned 2024-2027 tentative agreement between the Parties, the Employer and the Union agree as follows:

1. An employee assigned a specialized job by the Police Chief in addition to the employee's regular police duties shall receive a $100.00 per month stipend effective the date of ratification of the parties' successor collective bargaining agreement. Employees holding more than one specialized job shall only receive one stipend per month. If holding one more than one specialized job, an employee shall receive the stipend with the highest amount. The following specialized jobs are eligible for the aforementioned stipend:

   Fleet Manager
   Armorer/Firearms Instructors
   Detective
   CPR/First Responder Trainer
   Grants
   Quartermaster
   Field Training Officer (3)
   Defensive Tactics Trainer
   Crime Prevention Officer

2. This Side Letter Memorandum of Agreement is contingent upon the ratification of the Agreement by the membership of the Union. In the event the Agreement and the terms of this Side Letter Memorandum of Agreement are not ratified by the membership of the Union and all pertinent

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BHE and state officials, then this Memorandum of Agreement shall be void and of no force and effect.

3. This Agreement shall remain in full force and effect until a successor collective bargaining agreement to the Agreement is executed by the Parties that revises, amends or abolishes the subject matter of this Side Letter Agreement or an impasse in negotiations on a successor agreement is reached.

As always, if you have any questions, please contact me.

Sincerely,

Michael J. Murray
Director of Labor Relations

Deborah Majewski
Vice Chancellor of Human Resources

MJM/m

FOR THE UNION
Assented to and Agreed:

Name: Damon Gomes
Title: President, IBPO Local 399