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AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF MASSACHUSETTS

AND

THE UNIVERSITY STAFF ASSOCIATION/MASSACHUSETTS TEACHERS ASSOCIATION/NEA

July 1, 2020, through June 30, 2023

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PREAMBLE

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

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DEFINITIONS

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

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ARTICLE 1
RECOGNITION

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

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

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

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

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

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

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ARTICLE 2
SCOPE OF AGREEMENT

The parties agree that this Agreement, in all respects, supplants all particular provisions of the following General Laws of the Commonwealth of Massachusetts and the Rules and Regulations thereto and any future rules and regulations promulgated there under namely: the second paragraph of section twenty-eight (28) of chapter seven (7) (Red Book); section twenty-four A (24A); paragraphs four (4) and five (5) (Gray Book), formerly paragraphs five (5) and six (6) of section forty-five (45); paragraphs one (1), four (4), and ten (10) of section forty-six (46), and section fifty-three (53) of chapter thirty (30); section thirty (30) to forty-two (42), inclusive, of chapter one hundred forty-nine (149).

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

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

Any prior agreements covering employees covered by this Agreement shall be terminated and have no effect upon the effective date of this Agreement and shall be superseded by this Agreement.

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ARTICLE 3
MANAGEMENT RIGHTS

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

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

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ARTICLE 4
ASSOCIATION SECURITY

Dues Check Off

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

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SECTION 5.

The appointing authority shall deduct dues or an agency fee from the pay of employees who request such deduction, in accordance with this Article, and transmit such funds monthly in accordance with departmental policy as of July I, 1977, to the Association treasurer together with a list of employees whose dues or agency service fees are transmitted and the amounts thereof. The appointing authority may require that the treasurer of the Association has given to the Association a bond in a form approved by the appointing authority for the faithful performance of their duties, in a sum and with such surety or securities as are satisfactory to the appointing authority.

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ARTICLE 5
AGENCY SERVICE FEE

SECTION 1.
Each employee who elects not to join or maintain membership in the Association shall be required to pay, as a condition of employment, beginning thirty (30) days following the commencement of employment, an agency service fee to the Association in an amount that is equal to the amount required to become and remain a member in good standing.

SECTION 2.
This Article shall not become operative until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

SECTION 3.
The Association shall reimburse the appointing authority for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Association for not paying the agency service fee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency service fee. In such litigation, the appointing authority shall have no obligation to defend the termination.

SECTION 4.
Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the appointing authority to pay such agency service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the agency service fee in accordance with this Article, the only remedy shall be the termination of the employment of such employee, if the employee continues to refuse to pay or authorize payment of the required agency service fee after having sufficient time to do so.

SECTION 5.
It is specifically agreed that the appointing authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the preceding Association Security Article, and the Association hereby agrees it will indemnify and hold the appointing authority harmless from any claims, actions, or proceedings by an employee arising from the termination of an employee hereunder or from deductions made by the appointing authority.

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ARTICLE 6
ASSOCIATION BUSINESS

SECTION 1. ASSOCIATION REPRESENTATION

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

SECTION 2. ASSOCIATION STEWARDS

A. Association stewards shall conduct Association business in a manner which will not be disruptive of University operations and which will not interfere with the assignment and direction of employees or with the discharge of any such employee's duties. Except as is hereinafter provided, Association business shall be conducted by Association stewards on off-duty hours and no steward shall be paid by the Board for the performance of such business.
B. Association stewards shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Requests for such time off shall be made in advance and shall not be unreasonably denied. Upon the prior approval of the Chief Executive Officer of the Campus (CEO) or designee, an Association officer or representative may be substituted for an Association steward in situations where the designated steward is unable to conduct the investigation.
C. The Association will continue to furnish the appointing authority with a list of Association stewards and their jurisdictions. The Association shall forthwith delineate the jurisdiction of Association stewards so that there shall be no more than one (1) steward for each district.
D. Witnesses called by the Association to testify at an arbitration proceeding (Step 5) shall not be entitled to paid leave but may be granted unpaid leave to attend such proceedings without loss of benefits or other privileges.
E. Grievants shall be permitted to have time off without loss of pay for processing their grievances through the contractual grievance procedure; except for class action grievances no more than three (3) grievants shall be granted such leave.

SECTION 3. ASSOCIATION RELEASED TIME

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

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SECTION 4. ASSOCIATION LEAVE OF ABSENCE

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

SECTION 5. ATTENDANCE AT GRIEVANCE MEETINGS

Association stewards and Association officers may be granted released time to attend formal grievance meetings.

- First Step- the grievant and the appropriate steward from the grievant's district and location.
- Second Step- the above, plus a member of the Association Grievance Committee - no more than two (2) representatives in total.
- Third Step - the above, plus the Association President or other officer - no more than three (3) representatives in total.
- Fourth Step- the grievant, association representatives, member of the grievance committee, and others invited by the association and a management committee including representatives of the department and the Labor Relations Office.
- Arbitration - the same as Step Three grievance meeting.

SECTION 6. ATTENDANCE AT HEARINGS

Designated Association officials may be granted leave of absence without loss of wages, benefits, or other privileges to attend hearings before the legislature and state agencies concerning matters of importance to the Association and the Employer. Such leave will require the prior approval of the CEO.

SECTION 7. ASSOCIATION USE OF PREMISES

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

SECTION 8. COMMUNICATION

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

B. The Association shall have the right to communicate with bargaining unit members through the use of the University campus mail and email systems and using such member's University addresses and email addresses, so long as such utilization does not interfere with member's regular job duties and is done in accordance with University policies regarding mail and email in effect at time of ratification.

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C. Members of the bargaining unit shall have access to the University Staff Association web site from each work location in which employees have internet or other web access provided and shall have the right to contact the Association office during lunch and rest breaks so long as doing so does not interfere unreasonably with member's regular job duties.
D. In work areas where employees do not yet have ready access to computers, the following shall apply:
    a. Supervisors will make every effort to give employees access to a computer and printer to check and print their pay advice and access work email and the University and Association websites during breaks and lunch periods. All reasonable efforts will be made to accommodate requests for such access. Both parties recognize that the request can be accommodated on paid time.
    b. Departments will take steps where feasible to locate computers near break and lunch rooms to make employee access easier.
    c. If an employee is working in a location where they take their breaks and lunches on site and have no access to a computer, the supervisor will identify a time at the start or end of the shift when they will have access for the above purposes.

SECTION 9. CONVENTIONS

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

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

SECTION 10. EMPLOYER PROVISION OF INFORMATION

A. Within thirty (30) days after final approval of this Agreement, and on a monthly basis thereafter, throughout the period of this Agreement, the appointing authority will provide the following information by computer listing:
    1. All employees in the unit, with their University ID, home addresses, and telephone numbers as appears on University records.
    2. All employees in the unit, with their campus locations, campus mailing address, and campus email address.
    3. All employees in the unit with their job title, labor unit, grade and step, biweekly pay, and seniority status.
    4. All employees new to the unit with their campus locations and job title.
    5. All employees who have left the unit within the month.
    6. The dues/agency fee withholding status for all employees in the unit with the amount withheld.
    7. All CC/03 employees with their campus location, job begin dates, job end dates, current date of hire, hourly rate, and average hours worked per week.
B. The following information shall be provided every six (6) months:
    1. All employees in the bargaining unit, by title and the name and title of their supervisor.
    2. All employees holding bargaining unit titles excluded from the USA/MTA bargaining unit, pursuant to G.L.C. 150E, with their title and campus location.
C. On or before March 1 of every year, the appointing authority shall provide a salary list for all UMass Amherst employees.

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D. Prior to supplying the home address, personal email address and home telephone number of an employees in the bargaining unit to a requestor in accord with the Massachusetts Public Information Law G. L. Chapter 6, Section 7, the University shall inform the Association as soon as feasible and provide such information about the request and requestor as it shall possess.

SECTION 11. NEW UNIT MEMBER INFORMATION SESSIONS

Effective upon the execution of this agreement, where the Association provides a general information session for members new to the bargaining unit since the last session was held, such bargaining unit members shall be granted up to one (1) hour of release time to attend. Association representatives shall be granted release time to present the general information sessions, during which time an Association representative may discuss the Association with the employee without the presence of non-bargaining unit employees. To facilitate scheduling of this time, the Employer shall make every effort to provide the Association with notification of hire/entrance into the bargaining unit within one (1) business day of the employee being hired/entering the bargaining unit. Requests for release time will not be unreasonably denied.

SECTION 12. VOTE PAYROLL LANGUAGE

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

SECTION 13. INFORMATION ON THE BOARD OF TRUSTEES

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

SECTION 14. REQUEST FOR INFORMATION

The Association recognizes that requests for information made on behalf of members or the bargaining unit can require substantial time, effort, and cost to the University in collecting information for a response. For information sought by the Association from the employer, not described in Sections 10 and 13 of this article, it is understood that the employer may respond to the Association that the request is excessive, burdensome, or otherwise impractical to respond, provided that such response is made within ten (10) working days of receiving the request in the Labor Relations Office. If the employer does respond so, the information request shall be considered to be in abeyance and no action regarding it shall be taken by either party until a joint labor-management meeting, described in this provision, is held. As soon as possible, a labor-management meeting will be held to discuss the request for information, including alternative approaches to the provision of information and the relevancy and need for such information. If the parties do not mutually agree upon a method for responding to the information request, the employer shall then have ten (10) working days to determine if it will provide the information or decline to provide it; though the Association recognizes that, in respect to some requests, the actual time needed to assemble and transmit

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may be longer and reasonable periods of time for such activity shall be allowed.

SECTION 15. PRESIDENT'S RELEASE TIME

The Association and the University agree that the 3/10s of 1% referenced in Article 30 section 5 of this contract shall be expended to provide funds to allow the President of the University Staff Association to be released from their duties and funds provided so that a replacement employee may be provided for the Department from which they are released. This shall occur under the following terms and conditions:

1. Such release time shall be granted for the term of the President and shall be renewed at each election for that office. This agreement is solely to provide release time for the President of the University Staff Association or someone taking their place if they are unable to serve during their term of appointment.
2. Release under this provision shall be after the signing of this agreement and not applying to the current incumbent in the office of President of the Association subject to sixty (60) days prior notice to the Department in which the person for whom release is being sought works.
3. The released employee shall be paid from University funds and shall be subject to all charges, regulations and conditions applied to such funds including but not limited to payment of the applicable fringe benefit rate.
4. The University shall not be required to provide funds in excess of those provided in Article 20 section 5.
5. In instances in which it is not possible to have the President begin release time sixty (60) days after their election because of the nature of their position, responsibilities, and role, additional transition time up to one hundred and twenty (120) days may be arranged either full or part time.
6. If an employee who has been on release time under this provision is going to end their term as President and seeks to return to a University position the following provisions shall apply:
   i) An employee shall be provided time to be trained in any new technologies or systems for a period not to exceed ninety (90) days prior to returning to work.
   ii) Whenever possible the employee who has been on release time under this provision shall return to an open available position in the title and grade they held when they began release time or in a title at the same grade in which they can perform the functions of the position following the training period.
   iii) If after ninety (90) days following the election of a new President, and the incumbent President has not found employment they shall displace the person holding the position they formerly held provided it has not been eliminated or otherwise made unavailable for filling.
7. This agreement may be canceled by notice given by either party to this contract given in writing within the ninety (90) days of the end of the President's term. If this agreement is cancelled, the parties shall meet to bargain over the spending of the funds being used for this purpose.
8. Should the release time president leave office prior to the end of their regular term as contemplated under subsection 6, above, or need to take an extended leave during their term, the parties shall meet as soon as practicable to work towards the timely replacement of the release time president with the vice president not in conflict with the Union's constitution, and, if necessary, the placement of the outgoing president, including possible layoff.

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

SECTION 1.
The Employer and the Association agree not to discriminate, in any way in violation of applicable law or University policy, against employees covered by the Agreement on account of race, religion, creed, color, national origin, sex, age, veteran status, sexual orientation, marital status, mental or physical disability, political belief or affiliation, or membership or non-membership in any organization.

SECTION 2.
The Association and the Employer agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, religion, creed, color, age, sex, national origin, or mental or physical disability, specific positive and aggressive measures must be taken to redress the effects of past discrimination. to eliminate present and future discrimination, and to ensure equal opportunity in the area of hiring, upgrading, promotion, transfer, recruitment, layoff, termination, rate of compensation, and in-service or apprenticeship training programs. Therefore, the parties acknowledge the need for positive and aggressive affirmative action. To accomplish these goals, certain positions may be designated as affirmative action target positions in accordance with the Employer's Affirmative Action Plan filed with the U.S. Department of Labor. The President of the Association shall be informed of such targeted positions simultaneously with the Division of Human Resources.

SECTION 3.
No employee shall participate directly in any decision or recommendation relating to appointment, promotion. retention, or other condition of employment at the University of any parent, child, spouse, sibling, parent-in-law, sibling-in-law, child-in-law, or stepchild of such employee, or supervise the performance of any such person except under such circumstances as the CEO may determine as warranting waiver of this prohibition in the best interests of the University.

SECTION 4.
The Employer and the Association acknowledge that sexual harassment is a form of unlawful sex discrimination, and the parties mutually agree that no unit employee should be subjected to such harassment. The term sexual harassment, as used here, is conduct such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which constitutes sexual harassment when:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

SECTION 5.
Any charges of discrimination in violation of this Article shall be subject to the Campus

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Affirmative Action Grievance Procedure, and applicable State and Federal Laws under which the Association may represent the employee. Such charges shall not be subject to the contractual grievance and arbitration procedures.

SECTION 6.

A. RESPECTFUL WORKPLACE

The University and Association agree that mutual respect between and among managers, employees, co-workers and supervisors is integral to the efficient conduct of the University's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior and sexual harassment, are unacceptable and will not be tolerated.

Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager or supervisor as soon as possible, but no later than ninety (90) days from the occurrence of the incident(s). In the event the employee(s) concerns are not addressed at the Departmental level, whether informally or through the grievance procedure, within a reasonable period of time, the employee or the union may file a grievance at Step 3 of the grievance procedure as set forth in Article 27. If the Association, requests a hearing at Step 3, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article 27. No employee shall be subject to retaliation for filing a complaint, giving a statement, or otherwise participating in the administration of this process.

B. PRINCIPLES OF EMPLOYEE CONDUCT UNIVERSITY OF MASSACHUSETTS

The parties agree that the principles of employee conduct listed below apply to all University employees and should guide the conduct of employees and their supervisors in their work and serve as a basis for creating a civil and respectful work environment.

Institutions of higher education are entrusted with great resources and commensurably great responsibilities. They must meet their mission of research, teaching, and service in ways that truly enrich the society that supports them and truly serve the students, parents, and alumni who in joining the university community become life-long members of the extended university learning family. College and university leaders play a key role in assuring that high standards of ethical practice attend to the delivery of services to their various constituents and to the custody and use by all their faculty, staff and students of the resources entrusted to them. The University of Massachusetts embraces the values expressed in these Principles of Employee Conduct and expects their observance by all its employees.

- University employees are entrusted with public resources and are expected to understand their responsibilities with respect to conflicts of interest and to behave in ways consistent both with law and with University policy.
- University employees are expected to be competent and to strive to advance competence both in themselves and in others.
- The conduct of University employees is expected to be characterized by integrity and dignity, and they should expect and encourage such conduct by others.
- University employees are expected to be honest and conduct themselves in ways that accord respect to themselves and others.
- University employees are expected to accept full responsibility for their actions and to strive to serve others and accord fair and just treatment to all.
- University employees are expected to conduct themselves in ways that foster forthright expression of opinion and tolerance for the view of others.
- University employees are expected to be aware of and understand those institutional objectives and policies relevant to their job responsibilities, be capable of appropriately interpreting them within and beyond the institution, and

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contribute constructively to their ongoing evaluation and reformulation. The University is responsible for communicating to University employees the content of these Principles of Employee Conduct and for ensuring that the standards of conduct contained herein are met.

The University expects to provide its employees:

- a work environment that is professional and supportive;
- a clear sense of the duties of their job, the procedures for performance review. and access to relevant University policies and procedures;
- within the scope of each employee's assigned areas of authority and responsibility, the duty to exercise appropriate judgment and initiative in performing duties;
- the right to seek appropriate review of matters that violate the ethical principles contained in these Principles.

SECTION 7. ANTI-BIAS TRAINING

The parties recognize that promoting racial and cultural diversity within the University community is consistent with its mission as an institution of higher learning. In order to encourage awareness and to promote an environment free from discrimination, all employees will participate in mandatory training designed to educate the University community regarding anti-bias (as well as implicit bias or unconscious bias). New hires will be required to complete the training as part of their standard introduction to the University. Employees active at the time of this Agreement will be given 120 days to complete the training. Thereafter, all active employees will be expected to complete refresher training, the frequency of which to be discussed jointly by the parties.

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ARTICLE 8
WORKWEEK AND WORK SCHEDULES

SECTION 1. SCHEDULED HOURS, WORKWEEK, WORKDAY

A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week excluding meal periods.

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

C. When the appointing authority desires to change the work schedule and/or workweek of an employee, a discussion shall be held with the affected employee prior to the issuance of a written notice. Such written notice shall be given to the affected employee at least ten (10) working days in advance of the date of such contemplated change. If requested by the affected employee written reasons for the change shall be provided within seven (7) calendar days of the request. Any such request must be made prior to the effective date of the schedule change. In no event shall such request for written reasons operate to forestall the effective date of the scheduled change. In cases of emergency involving the protection of the property of the appointing authority or involving the health and safety of those persons whose care and/or custody have been entrusted to the appointing authority, such discussion and/or written notice shall not be required unless such emergency continues to exist for more than five (5) working days. After that time, written reasons for the change in the work schedule and/or workweek will be provided to the affected employee in the most practicable manner.

D. To the extent practicable, the normal workweek shall consist of five (5) consecutive days. Monday through Friday, with the regular hours of work each day to be consecutive except for meal periods. Similarly, to the extent practicable, employees in continuous operations shall receive two (2) consecutive days off in each seven (7) day period. This subsection would not apply to employees in authorized flexible hours' program.

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

SECTION 2. OVERTIME

A. An employee shall be compensated at the rate of time and one-half their regular rate of pay for authorized overtime work performed in excess of forty (40) hours per week.

B. An employee shall be compensated at their regular rate for authorized overtime work performed up to forty (40) hours per week that is in excess of their regular workweek.

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C. An employee shall be compensated at the rate of time and one-half their regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours in their regular workday except that an employee whose regular workday is more than eight (8) hours shall be compensated at the rate of time and one-half their regular hourly rate of pay for authorized overtime work performed in excess of their regular workday. The appointing authority shall not, for the purpose of avoiding the payment of overtime, curtail the scheduled hours of an employee during the remainder of a workweek in which the employee has previously worked hours beyond their normally scheduled workday. This paragraph shall not apply to employees, who, because of the nature of the duties of their positions, work an irregular workday, nor shall it apply to employees who have been permitted by the appointing authority to participate in an approved voluntary flexible hours program, that has been duly authorized by the appointing authority and by the Assistant Vice Chancellor for Human Resources or their designee.
D. Compensatory time off in lieu of overtime compensation may be authorized by the CEO or designee only upon request of the employee. Compensatory time off shall be computed at the same rate as overtime compensation. An employee may not accrue more than two hundred and forty (240) hours of compensatory time off in lieu of overtime pay. Employees who have accrued the maximum amount shall be paid the hourly rate authorized for overtime work. Upon termination or prior to termination, an employee shall be paid for all unused compensatory time at the employee's final regular rate of pay.
E. With the exception of paid sick leave, all time for which an employee is on paid leave status shall be considered time worked for the purpose of calculating overtime compensation. If sick leave is taken in a week of mandatory overtime, an employee may substitute three (3) days per year of alternate time (vacation, holiday, compensatory, or personal) and up to two (2) days per year of sick time (with medical evidence provided). This provision shall take effect on January 1, 2016. The parties shall meet in the meantime to further bargain over the implementation of this language on that date, including with regards to such matters as past practice, mandatory overtime, and substituting time. However, this will not be implemented until the Labor/Management Committee develops guidelines.
F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
G. The appointing authority shall make every effort to send out checks for overtime no later than the second payroll period following the payroll period of the overtime worked.
H. Overtime shall be distributed as equitably and impartially as practicable among qualified persons in each work location.
I. The provisions of this section shall not apply to employees on full travel status.
J. Supervisors planning to require mandatory overtime shall, whenever practical, give at least five (5) working days' notice of requiring mandatory overtime. Volunteers among those employees working or among all employees who perform this task shall be sought prior to requiring mandatory overtime. If no one volunteers, mandatory overtime may be required from those employees working or among all employees who perform this task in inverse order of seniority. Mandatory overtime shall be assigned on a rotating basis by inverse seniority.

SECTION 3. REGULAR MEAL PERIODS

A meal period shall be scheduled as close to the middle of the shift as possible,

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considering the needs of the appointing authority and the needs of the employee.

SECTION 4. REST PERIODS

Rest periods of fifteen (15) minutes shall be given to employees in each one-half tour of duty. Employees may leave their places of employment during the above-mentioned time periods.

SECTION 5. CALL BACK PAY

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

An employee who is required to work on a "holiday" pursuant to Article 12, in order to perform payroll functions or any other limited function, shall be paid pursuant to this subsection.

SECTION 6. STAND BY DUTY

A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate of twenty-five dollars ($25.00) for such stand-by period.
B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty, and shall be nine (9) hours in duration for stand-by duty for any Saturday, Sunday or holiday.
C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. If any employee assigned to standby duty is not available to report to duty when called, no stand-by pay shall be paid to the employee for the period.
D. Stand-by duty shall not exceed seventy-two (72) continuous hours for any employee.

SECTION 7. SHIFT DIFFERENTIAL

A. The shift differential shall be thirty-seven dollars and fifty cents ($37.50) per week for full-time employees rendering service on a second or third shift, as hereinafter defined.
B. For the purpose of this section only, a second shift shall be one that commences at 1:00 p.m. or after and ends no later than 2:00 a.m. and a third shift shall be one that commences at 9:00 p.m. or after and ends no later than 9:00 a.m.
C. The above shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees, who are required to work a second or third shift or any portion thereof on an overtime basis, replacing a worker who normally works such second or third shift, will receive a differential pursuant to paragraph A of this section.
D. For employees who are required to work a second or third shift, as governed by paragraph C of this section, overtime shall be compensated at the regular salary rate and the shift differential for the number of hours in excess of thirty seven and one-half (37.5) but fewer than forty (40) hours per week worked on such second or third shift, and at the rate of time and one-half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.

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E. Part-time employees shall be eligible to receive a shift differential when their shift begins on or after 6:00 p.m. and ends no later than 9:00 a.m.

SECTION 8.

A. Auxiliary Services and Housing Services will implement Kronos, an electronic attendance system. Kronos shall be used only to monitor time and attendance. Current policies and procedures surrounding attendance and pay will remain constant.
B. Members of the bargaining unit in Auxiliary Services shall be required to use the Kronos System provided the non-unit employees in USA titles shall also be required to use the Kronos System in the same manner. Individuals employed in Auxiliary Services in CC/03 positions, who perform work analogous to that performed by USA/MTA titles, shall also be required to use the Kronos System in the same manner. The Kronos System shall not be implemented in Auxiliary Services until such time as the Association has been given notice that the Kronos System will be implemented, such notice not to be given prior to September 1, 2001, and the Association shall be given ninety (90) days to impact bargain the implementation and usage procedures. Said ninety (90) days may be extended by mutual agreement of the parties.
C. Should a University Department or Division, other than Auxiliary Services or Housing, or should the University as a whole purchase Kronos or another like system whose use is likely to impact unit members, the Association shall be given a ninety (90) day notice to bargain such impact.
D. Unit members, except those in Auxiliary Services, shall not be required to swipe under the Kronos system unless all employees in a Department are required to do so. For unit members required to swipe a Kronos card, not less than two replacements perfiscal year shall be provided without cost for lost or destroyed cards.

SECTION 9. WEEKEND DIFFERENTIAL

Employees shall be paid a weekend differential of one dollar ($1.00) for each hour worked, in addition to their regular salary, for any shift worked between 12:01 am Saturday and 11:59 pm Sunday.

SECTION 10. ESSENTIAL PERSONNEL

A. In the event that classes and other activities are cancelled by the Employer, only personnel designated as essential or otherwise required to work will be required to work.
B. Within (90) days of the signing of this agreement, the University shall provide the Association with a list of bargaining unit members deemed essential. The determination of which Employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein. The University shall provide an updated list by October 15th of each year.
C. Unit members, deemed essential, shall be compensated two-and-a-half (2.5) times the regular salary rate for all hours worked up to a maximum of eight (8) hours during their regularly scheduled shifts and one half (1/2) hour thereafter or before. All other time worked shall be compensated at their applicable overtime rate.

SECTION 11. SNOW REMOVAL

Members of the bargaining unit, who perform snow removal services for the University, shall be compensated consistent with the AFSCME unit members performing snow removal services.

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ARTICLE 9
LEAVE

SECTION 1. SICK LEAVE

A. A full-time employee shall accumulate sick leave with pay credits at the rate of one (1) day for each full payroll month of employment for a total of twelve (12) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.

B. A regular part-time employee shall accumulate sick leave credits in the same proportion that their 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 their duties because they are incapacitated by personal illness or injury;
2. When the spouse, child, parent, or sibling of either an employee, their spouse, or the bargaining unit member's grandparent or grandchild, or a relative living in the immediate household of an employee, is seriously ill, the employee may utilize sick leave credits up to a maximum of sixty (60) days per calendar year except in cases of demonstrated medical emergency or life threatening/terminal illness, the sixty (60) day maximum may be waived by the CEO or designee;
3. When through exposure to contagious disease, the presence of the employee at their work location would jeopardize the health of others;
4. To keep appointments with health care professionals. In such instances, the normal requirement will be at least five (5) working days advanced notice. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional; or
5. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, and up to a maximum of ten (10) days of accrued sick leave in a calendar year for necessary preparations and/or legal proceedings related to foster care of DCF children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. Except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption and foster care related purposes.

D. A full-time employee shall not accrue sick leave credits for any month in which they were on leave without pay or absent without pay for a total of more than one (1) day.

E.

1. Whenever the Appointing Authority has reason to believe that sick leave is being abused, the Appointing Authority may require satisfactory medical evidence from the employee. This request shall be reduced to writing and shall cite specific reasons for the request. When medical evidence is requested, such request shall be made as promptly as possible. To the extent practicable, the employee shall receive prior notice that the Appointing Authority believes the employee is abusing sick leave and may be required to produce medical evidence for future use of sick time.
2. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor or Dentist that they have personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee was unable to perform the duties of the job due to specific illness or injury on the days in question and the prognosis

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

3. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider as mentioned above and shall list an address and telephone number. Failure to produce such evidence within seven (7) days of its request may result at the discretion of the Appointing Authority, in denial of sick leave for the period of absence.
4. Any inappropriate use of sick leave shall be recorded as unauthorized leave without pay and may result in discipline.

F. The Appointing Authority may require that an employee, wishing to return to work after an absence of more than five (5) consecutive working days because of illness or injury, be examined by a physician designated by the appointing authority and/or by a physician of the employee's choosing. If the appointing authority requires the employee to be examined by their designated physician, the appointing authority shall assume the cost of such examination. The results of such examination(s) must attest to the fitness of such employee to return to their regularly assigned duties.
G. In no event may the sick leave credits used be less than the actual time off.
H. Any employee having no sick leave credits, who is absent due to illness, may, unless otherwise notified by the employee, be placed on personal leave, or if no personal leave credits then on vacation.
I. An employee, who is reinstated or re-employed after an absence of less than three (3) years, shall be credited with their sick leave credits at the termination of their prior employment. An employee, who is reinstated or re-employed after a period of three (3) years or more, shall receive prior sick leave credits, if approved by the appointing authority, where such absence was caused by:
    1. Illness of said employee;
    2. Dismissal through no fault or delinquency attributable solely to said employee; or
    3. Injury while in the employment of the Employer in the line of duty and for which said employee would be entitled to receive Workers' Compensation benefits.
J. A regular part-time employee shall not accrue sick leave credits for any month in which they were on leave without pay or absent without pay in the same proportion that their service bears to one (1) day of service of a full-time employee.
K. Notification of absences under this Article must be given to the designated representative of the appointing authority prior to the beginning of the scheduled tour of duty and if the department head requires, at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the appointing authority, be applied to absence without pay. Where the department head requires a half-hour notice, each unit member will be duly informed of the person to be notified or the telephone number to be called. This notification period may be waived in extraordinary circumstances beyond the control of the employee.
L. No employee shall be entitled to a leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee (including any sick leave bank provisions).
M. Employees, whose service with the Employer is terminated, shall not be entitled to

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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. The estate of a bargaining unit member, who dies after filing for retirement, shall be paid twenty percent (20%) of the value of their unused accrued sick leave at the time of death. Any employee, upon retiring, may donate up to ten (10) days to the sick leave bank.

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

O. An employee, who while in the performance of their duty, receives bodily injuries resulting from acts of violence and who as a result of such injury would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30. Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which they would be entitled under said Chapter 152 and their regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.

P. The University may require a bargaining unit member to report to a health care provider, named by the employer, in the following circumstances:
   1. If the employer determines there is a reasonable basis on which to seek a health care provider's judgment as to the employee's current medical fitness for work:
   2. If there is an issue about the employee's ability to perform some or all of the functions of the job they are employed in and the employer reasonably needs a medical examination to determine if the employee can perform that function or what reasonable accommodation must be made.
   3. An employee, reporting for such examination, shall cooperate with the health care provider conducting the exam and provide needed medical records to enable the examiner to review the condition at issue. All such examinations shall be held under the following conditions:
      a. The employee shall receive written notice of the proposed examination at least five (5) days in advance of their report time, except in those cases where there is significant and imminent risk of harm to the employee or their fellow employees, a shorter notice period may be used. Such notice shall state the reason the Employer is requesting the examination and the health records the employee should try to bring with them. The Association shall be informed, in writing, when such notice is sent, including the name of the employee being notified.
      b. The actual time going to and from and participating in the exam shall be paid at the employee's applicable rate for those hours. All costs associated with said examination shall be paid by the University.
   4. The manager or administrator responsible for directing the MBU and the Contract Administrator (the Labor Relations Administrator as of July 1, 2001) have approved the directive in writing.
   5. This provision shall not apply to an employee returning from a leave, occasioned by a Worker's Compensation injury, nor shall it apply to employees who are believed by the employer to be abusing sick leave. This provision shall not apply in cases of Family Medical Leave Act leave. In the case of the Americans with Disabilities Act (ADA), this provision will not be used in relation to determination of coverage by the ADA but an employer seeking to determine reasonable accommodations and requiring medical data for such consideration may use it.

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However, where those statutes provide for medical examination, certification or review, this paragraph shall not be construed to limit the employer's right to such examination.

6. Effective January 1, 2019, or sixty days after the President of the University signs the agreement whichever is later the Assistant Vice Chancellor for Administration and Finance for Human Resources shall designate an employee of Central Human Resources who shall be the sole recipient of all written reports made by health care providers named by the employer pursuant to this section. These reports shall be maintained as confidential documents by this person. The determination regarding fitness for work and any recommendations made by the outside health care provider regarding steps which might be taken to improve the work environment for the employee will be shared with the department. Employees Central Human Resources specifically assisting the Department in addressing matters involving the employee referred under this section may have access to the reports but not provided copies and all information except the determination regarding fitness for work and any recommendations made by the outside health care provider regarding steps which might be taken to improve the work environment for the employee shall be held as confidential and not shared with other employees including managers and supervisors. Employees shall be furnished a copy of the report though the employer may exclude any information regarding interviews conducted by an outside evaluator of employees of the University or others such as students associated with the University. An employee undergoing such an outside evaluation may have medical information and diagnosis done by their own health care providers presented to the evaluator for consideration in preparation of the evaluation.

SECTION 2. PAID PERSONAL LEAVE

On the first day of the first payroll period that falls entirely within January of each year, full-time employees will be credited annually with six (6) paid personal leave days, which may be taken during the following twelve (12) months at a time or times requested by the employee. Employees may use available accrued personnel time from the prior year between January 1 of each year and the first day of the first payroll period that falls entirely within January of each year. Prior to or during the final payroll period of the preceding year, the University shall provide each member with a calendar of when the personal days shall accrue and when they will expire. Personal Leave used for non-emergency reasons shall be requested in advance and approved by the employee's appointing authority. If personal leave is requested for emergencies (including illness), the employee shall notify their appointing authority as soon as possible. Any paid personal leave not taken by the last payroll day (always the last Saturday) of the payroll month of December will be forfeited by the employee. Personal leave days for regular part-time employees will be granted on a pro-rata basis. When a part-time employee becomes a full-time employee, they shall be awarded additional paid personal leave consistent with the schedule below. Personal leave may be used in conjunction with vacation leave. Full-time employees, hired after the first payroll day of the payroll month of January of any year, shall be credited upon employment with paid personal leave days in accordance with the following schedule:

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

[1]*The first day of the first payroll period that falls entirely within January.*

SECTION 3. BEREAVEMENT LEAVE

Upon evidence satisfactory to the appointing authority of the death of a spouse, child, parent, brother, sister, step-child, step-parent, step-brother, step-sister, grandparent, or grandchild of an employee; or parent (including step-parent, step-child) of spouse; domestic partner; or person living in the immediate household, an employee shall be entitled to leave without loss of pay for a maximum of five (5) consecutive working days. In the event of the death of an employee's son-in-law, daughter-in-law or of the spouse's child, brother, sister, grandparent, or grandchild a maximum of three (3) consecutive working days shall be available for use by an employee. In the event of the death of an employee's aunt/uncle, an employee shall be entitled to one (1) day use of leave.

In the event that the internment of or memorial service for any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer any of the days to a later date within one (1) year. Supervisors shall make every effort to approve use of leave to allow employees to attend the internment or memorial services described above. Such request shall be made at the time of notification to the CEO of the death of one (1) of the above-named relatives and may be granted at the discretion of the CEO but not unreasonably denied.

SECTION 4. VOTING LEAVE

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

SECTION 5. CIVIC DUTY LEAVE

A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.
B. An employee, who receives jury fees for jury service, upon presentation of the appropriate court certificate of service shall either: (1) retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed their regular rate of compensation for the period involved; or (2) remit to the appointing authority the jury fees if less than their 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 their 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

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employ of the federal government or any private employer and who is summoned on a matter arising from that employment.

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

SECTION 6. MILITARY LEAVE

A. An employee shall be entitled during the time of their service in the armed forces of the Commonwealth, under section 38, 40, 41, 42, or 60 of chapter 33 of the General Laws, to receive pay, therefore, without loss of their ordinary remuneration as an employee.
B. An employee shall be entitled, during their annual tour of duty not exceeding seventeen (17) working days as a member of a reserve component of the armed forces of the United States, to receive pay, therefore, without loss of their ordinary remuneration as an employee under section 59 of chapter 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 not exceeding seventeen (17) working days, shall be subject to the provisions of chapter 708 of the Acts of 1941 as amended, or of chapter 805 of the Acts of 1950 as amended, or chapter 671 of the Acts of 1966, and amendments thereto.
D. In accordance with chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered their resignation or otherwise terminated their service for the purpose of serving in the military or naval forces of the United States who does serve, 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 (2) years from the termination of said military or naval service by them.

SECTION 7. MATERNITY AND ADOPTIVE LEAVE

A. A full-time or regular part-time employee who has completed the probationary period and who is absent from their employment with the University for a period not exceeding eight (8) weeks for the purpose of giving birth, or adoption of a child, shall be granted a maternity leave without pay, if the request for such leave is made to the CEO at least two (2) weeks in advance of the anticipated date of departure. If an employee has accrued sick leave or vacation credits at the commencement of the maternity or adoptive leave, the employee may use such leave credits for which they may be eligible for under the sick leave or vacation provisions of this Agreement.
B. At the expiration of the maternity or adoptive leave, the employee will be restored to their previous position or similar position with the same status, pay, and length of service credit as of the date of their leave. If during the period of the leave, employees

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in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to employees of equal length of service in the same or similar position in the department.

C. Notwithstanding any other provision of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which they were eligible for at the time of the leave. Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the CEO. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave, or compensatory time to cover this period of absence. The period of unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages. Not later than two (2) weeks prior to the expiration of the eight (8) week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the CEO, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.

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

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

SECTION 8. PARENTAL LEAVE

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

SECTION 9. FAMILY LEAVE

A. Upon written application to the CEO, including a statement of any reasons, any employee who has completed their probationary period or if there is no probationary period who has been employed at least three (3) consecutive months and who has given at least two (2) weeks prior notice of their anticipated date of departure and who has given notice of their intention to return may be granted family leave for a period not exceeding ten (10) weeks. Such leave shall be without pay or benefits for such period. The CEO may, in their discretion, assign an employee to back fill for an

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employee who is on family leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit their application for such unpaid leave shall be limited to the need to care for, or to make arrangements for the care of, the employee's spouse, parent, grandparent, grandchild, domestic partner, or relative living in the same household.

B. Ten (10) days of family leave may be taken in not less than one (1) day increments. However, such leave requires the prior approval of the CEO.
C. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of their family leave, that employee may use such leave credits for which they are eligible under the sick, personal, or vacation leave provisions of this Article.
D. Between periods of family leave where an employee returns to the payroll for a period of less than two (2) weeks, when a holiday falls during that time, no holiday pay or compensatory time shall be granted for such holiday.

SECTION 10. EDUCATION LEAVE

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

SECTION 11. UNPAID PERSONAL LEAVE

Unpaid personal leave, other than hereinbefore specified, may be granted by the appointing authority upon the written request of an employee at least 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 term of such leave.

SECTION 12. THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

SECTION 13. TRANSITIONAL WORK ASSIGNMENTS

Consistent with any and all medical limitations identified for an employee, the University may require an employee, who experiences injury or illness that results in loss of time from work, to accept a transitional work assignment. Transitional assignments are meant to support employee recovery, protect employee income, reduce workers' compensation and paid sick leave costs, and shall not prevent the filling of vacant unit positions. Transitional duty shall be limited to a specific time period and shall not be permanent or long-term. The employee shall be paid their normal pre-injury or pre-illness salary or the higher salary if the transitional work assignment is of a higher grade, for the duration of the transitional duty period. No member of the USA/MTA bargaining unit shall be assigned transitional duty which falls outside the scope of bargaining unit work. However, it is understood that within the limitations described in this provision, employees from other units on transitional work assignment may be assigned work which falls wholly or partially within the USA/MTA bargaining unit's scope.

In collaboration with an occupational health professional, transitional positions will be identified to ensure that the recovering employee has the knowledge, skills, and abilities to succeed in the duties and so that the work can be accomplished safely. An employee will

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work in a temporary transitional position until they have the necessary capacity to perform their normal position, or until the transitional job is terminated.

SECTION 14. VOLUNTARY SERVICE

Bargaining unit members, who have been employed for at least six (6) months and have applied for and received approval from their direct supervisors, shall be eligible to provide approved voluntary services. on site, in communities within the Commonwealth, during approved working hours, for a maximum of up to one (1) day (7.5 or 8 hours) per month, and without loss of salary or benefits, in order to assist in the improvement of our state. Part-time employees are eligible to participate in the program on a pro-rated basis, (i.e., the maximum number of volunteer hours allowed per month are pro-rated in accordance with the number of hours that the employee works per month).

SECTION 15. ORGAN DONATION LEAVE

Bargaining unit members may take a leave of absence of not more than thirty (30) days in a calendar year to serve as an organ donor, without loss of or reduction in pay, without loss of leave to which they are otherwise entitled and without loss of credit for time or service. All leaves granted under this Section shall be done in accordance with Chapter 149. Section 33E of the Massachusetts General Laws. Bargaining unit members may take a leave of absence of not more than five (5) days in a calendar year to serve as a bone marrow donor, without loss of or reduction in pay, without loss of leave to which they are otherwise entitled and without loss of credit for time or service.

SECTION 16. BLOOD DONATION LEAVE

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

SECTION 17. EMPLOYEE LEAVE FOR VICTIMS OF ABUSE

The employer must provide up to fifteen (15) working days of paid leave without loss of leave to which the employee is otherwise entitled and without loss of credit for time or service, to allow the employee to seek or obtain aid for themselves or a family member as a victim of domestic violence, sexual assault, stalking or kidnapping, including but not limited to: medical attention, counseling, victim services or legal assistance; secure housing: obtain a protective order from a court; appear in court or before a grand jury; meet with a district attorney or other law enforcement official; or attend child custody proceedings or address other issues directly related to the abusive behavior against the employee or family member of the employee. All leaves granted under this Section shall be done in accordance with Chapter 149, Section 52E of the Massachusetts General Laws. Human Resources may require documentation as provided in applicable regulation and guidance supplied by officials of the Commonwealth regarding implementation of this statute.

SECTION 18. INCLEMENT WEATHER

When the campus closes due to inclement weather or other unanticipated or emergency reasons employees who do not report when the campus reopens shall be required to use accrued time for the hours between when the campus reopens and the end of their regular work shift. Essential employees who do not report shall report accrued time for their full work day. Employees taking previously scheduled accrued time off shall be charged for their full regular work shift.

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ARTICLE 10
SICK LEAVE BANK

STATEMENT OF PURPOSE - The Sick Leave Bank (hereinafter referred to as the SLB) is intended to be used for short-term and non-work related disabilities, where the employee has a reasonable expectation of returning to consistently perform the job from which they became disabled. It is not intended as a substitute for, supplement to, other income sources (e.g., long-term disability).

ESTABLISHMENT - Upon the execution of this Agreement, every new member of the bargaining unit shall be members of the Sick Leave Bank upon the commencement of their employment. Benefits and contributions under this Article shall be pro-rated for part-time employees. New bargaining unit members shall not be able to access the USA Sick Leave Bank until they have completed the probationary period in Article 17A, § 1.

OPEN ENROLLMENT - Unit members who did not join the SLB prior to execution of this Agreement, may join the SLB during Open Enrollment. Open Enrollment is held during the month of October. During an open enrollment period, a unit member has the right to:

JOIN: become a member by assigning one (1) or more full days of their sick leave accumulation to the Bank, provided however, that on the date of making such assignment the employee must have at least three (3) days of sick leave. No one shall be able to access the Sick Leave Bank until ninety (90) days after enrolling.

MAINTAIN MEMBERSHIP - Sick Leave Bank members must donate one (1) full sick day each year which shall be deducted at the rate of 1/26th of a day per pay period for each of the twenty-six (26) pay periods. Members with at least fourteen (14) days of sick leave may voluntarily donate additional time to the Bank in one (1) day increments so long as the member maintains at least ten (10) days of sick leave. A regular part-time employee shall donate sick leave in the same proportion that their part-time service bears to full-time service.

APPLICATION - The Sick Leave Bank shall be administered by a joint labor-management committee with equal representation between unit members appointed by the Association and the administration. A Sick Leave Bank member may apply to draw from the Bank by submitting a completed Sick Leave Bank Application, signed by a physician, stating the nature of the employee's illness or disability and its anticipated duration.

If a majority vote by the Sick Leave Bank Committee approves an application, a member may draw upon the Bank after the exhaustion of the member's sick leave and all but ten (10) days of accrued leave other than sick leave [thus allowing the member to retain ten (10) days of total leave from personal, compensatory, and/or vacation time]. The Sick Leave Bank Committee shall determine the period of time the member may draw from the Bank. After an employee has drawn from the Bank for the approved period of time, not to exceed ninety (90) days, their case shall be reviewed by the Sick Leave Bank Committee upon reapplication by the employee. The Sick Leave Bank Committee may, by majority affirmative vote, authorize the employee to continue drawing from the Bank. Any employee drawing on the Sick Leave Bank may at any time be disqualified from continuing to draw on the Bank by majority vote of the Sick Leave Bank Committee.

Any vacation leave, sick leave, and personal leave, which accrues to an employee during

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a period in which they are drawing on the Sick Leave Bank, shall be credited to the Bank.

Employees retiring from the University shall be permitted to contribute any remaining days of sick leave to the sick leave bank at their date of retirement before any payment for unused sick leave is processed.

It is further agreed that bank members may apply for leave required to care for a child, parent, or sibling of either a bargaining unit member or their spouse; the bargaining unit member's spouse, grandchild or grandparent; or a relative living in the immediate household of a bargaining unit member in the event that close relative is suffering a serious health condition, or for additional leave under Article 9, Section 7. In both cases, the SLB shall allow for an initial grant of up to two (2) weeks.

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ARTICLE 11
VACATIONS

SECTION 1.

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

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

B. For determining vacation status under this Article, "seniority" 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 "seniority" provided there has not been any break of three (3) years or more in such service as referred to in Section 11 of this Article. In computing an employee's vacation status, all "seniority" from the first working day in the institution up to the end of each full month of service rendered shall constitute the "seniority" which shall be used to establish vacation credit for such month. Anything in the foregoing to the contrary notwithstanding, an employee shall, on the effective date of this Agreement, be deemed to have that "creditable service." if any, which they 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 their 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 "seniority."

SECTION 5.

A regular part-time employee, who is absent without pay and/or on leave without pay for

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that number of hours that their 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 "seniority."

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

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

SECTION 10.

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

SECTION 11.

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

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

SECTION 12.

An employee, who is granted a leave of absence to enter service in the armed forces of the

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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 their entry into such service in said armed forces which had not been used prior to military leave, provided that no monetary or other allowance has already been made therefore.

SECTION 13.

An employee who is reinstated after military leave, as referred to in Section 12, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which they return, provided, that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage, nor absence due to military leave, shall in any way affect vacation credits accrued by such an employee in any full month of employment after they return from military service.

SECTION 14.

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

SECTION 15.

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

SECTION 16.

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

SECTION 17.

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

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ARTICLE 12
HOLIDAYS

SECTION 1.

The following days shall be holidays for employees:

New Year's Day*
Martin Luther King Day
Presidents' Day
Patriots' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous People's Day (to be observed on the Columbus Day state holiday)
Veterans' Day
Thanksgiving Day
Christmas Day

**See Section 7*

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

An employee, who is on unauthorized leave without pay for any portion of their scheduled workday, immediately preceding or immediately following a holiday, or is on authorized leave without pay for the entire workday, immediately preceding and immediately following the holiday, shall not receive holiday pay or a compensatory day off for that holiday. Denial of authorization for such leave shall not be arbitrary or capricious.

SECTION 6.

A unit member, scheduled to work on a holiday and who fails to report as scheduled, shall be recorded as absent without pay unless the unit member properly notified the appointing authority, and if required by a department head at least one-half (1/2) hour prior to the beginning of the scheduled tour of duty, and indicated as a reason for such absence a reason

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that, pursuant to the terms of this Agreement, warrants the granting of a paid leave of absence for such day; provided, however, that when sickness is the reason for such absence, the unit member may be required to produce evidence in the form of a doctor's certificate within the next succeeding seven (7) day period. An employee, who is granted sick leave for a holiday on which they are scheduled to work, shall not receive holiday pay or a compensatory day off for that holiday. Where the department head requires a half-hour notice, each unit member will be duly informed of the person to be notified or the telephone number to be called. This notification period may be waived in extraordinary circumstances beyond the control of the employee.

SECTION 7.

Bargaining unit members ought to not be required to work on the two (2) work days prior to New Year's Day, and they shall be deemed holidays. Anyone required to work these days shall be compensated in accordance with Article 12, §3.

It is understood that the parties will work toward closing for the other two (2) days between December 25 and January 1. If this is not accomplished by the end of this contract, these dates may be the subject of bargaining in a successor agreement. Departments will be encouraged to allow members wishing to use accrued time for the remainder of the week to approve said requests.

SECTION 8.

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

SECTION 9.

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

SECTION 10.

Employees who work on New Year's Day, Independence Day, Labor Day, Thanksgiving Day or Christmas shall receive a shift differential of eighty cents (80¢) per hour worked.

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ARTICLE 13
EMPLOYEE EXPENSES

SECTION 1. TRAVEL

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

SECTION 2.

Employees who work three (3) or more hours of authorized overtime, exclusive of meal times, in addition to their regular hours of employment or employees who work three (3) 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, consistent with the amounts in the current 'red book.'

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ARTICLE 14
EMPLOYEE COMPENSATION

SECTION 1. SALARY RATE INCREASE

A. Subject to the eligibility requirements contained in paragraph (G) below, effective the first full pay period in July 2020, each bargaining unit member shall receive a base rate increase of two percent (2%).
B. Subject to the eligibility requirements contained in paragraph (G) below, effective the first full pay period in July 2021, each bargaining unit member shall receive a base rate increase of two percent (2%).
C. Subject to the eligibility requirements contained in paragraph (G) below, effective the first full pay period in July 2022, each bargaining unit member shall receive a base rate increase of two percent (2%).
D. One-Time Additional Payment: In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, employees on the payroll on the date of execution of this Agreement, including any furlough or other authorized leave of absence, on the date on which the General Court authorizes the cost items contained in this agreement and during the pay period during which the payment described in this paragraph is implemented, shall be paid the greater of: 1) one thousand dollars ($1,000); or 2) the equivalent of one and one-half percent (1.5%) of their annual base salary (*e.g.* not including overtime, additional compensation, or other additions) calculated as of the last day of the pay period immediately preceding the date of execution of this Agreement. This means the base salary after any retroactive base salary adjustments. All payment amounts regardless of calculation method shall be prorated for less than full time and less than 52-week employees.
E. Additional Salary Adjustment concerning Paid Family and Medical Leave Deductions: Notwithstanding the provisions contained in paragraphs A-C above, in consideration for the mutual promises contained in the attached Memorandum of Agreement, employees who are otherwise eligible for the annual salary adjustment effective on the first day of the first full pay period in July 2020, shall receive an additional one-half of one percent (0.5%)—not compounded—for a total of two and one-half percent (2.5%) inclusive of the annual salary adjusted listed in paragraph A.
F. If, during the life of the agreement, the University reaches an agreement with any other union that provides additional compensation to members of that union for work that was performed during the pandemic period, then the parties agree to re-open this Agreement for the purpose of bargaining over whether members of the bargaining unit should receive a similar benefit.
G. To be eligible for any adjustment increases contained in paragraphs A, B, C, and E, an employee must be on the payroll, including on authorized leaves of absences, on the effective date of such compensation increases; and either (a) on the payroll, including on authorized leaves of absences, during the pay period during which such increase is implemented; or (b) retired, deceased, or laid off after the effective date of such compensation increase. Employees who leave the University voluntarily or are discharged for cause after the effective date of the compensation increase are not eligible for any increase or any retroactive pay.

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SECTION 2. STEP RATE INCREASES AND PROMOTIONS

A. (1) An employee shall advance under the terms of this Agreement to the next higher step in their job group until the maximum salary rate is reached, unless the employee is denied. Employees shall progress from one step to the next higher rate after each fifty-two (52) weeks of seniority in a step commencing from the first day of the payroll period immediately following their anniversary date or promotion date as determined within this article. In the event an employee is denied a step rate increase, they 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 during the regularly scheduled workweeks for an employee is not seniority within a given step for the purpose of step rate increases.
(2) Employees with thirty-five (35) week positions shall progress from one step to the next step effective the first day of the payroll period immediately following their anniversary or promotion date as determined within this article if they have completed their previous thirty-five (35) weeks of responsibility during the year since their last step progression.

B. Whenever an Employee receives a promotion, as defined in Article 17, except an Employee who has accepted a demotion as the result of a layoff, the employee shall be placed on the same step in the new salary grade as they held in the lower salary grade. Employees who received a promotion from July 1, 2008, through July 5, 2009, shall be prospectively placed at the appropriate step consistent with this language.

C. A unit employee, who is appointed to a position in a lower salary grade, shall be placed in a step-in grade within their new job grade based upon the unit employee's seniority.

SECTION 3. GENERAL PROVISIONS

A. Salary rates of full-time employees are set forth in Appendix F of this Agreement and are attached hereto and hereby made part of this Article.

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

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

SECTION 4. REGULAR PART-TIME EMPLOYEES

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

SECTION 5. SALARY ADJUSTMENTS FOR EMPLOYEES ENTERING FROM OTHER STATE BARGAINING UNITS

A. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, in the grade level of the position which they are being hired into, shall be placed at the first step-in-grade up to the maximum of the grade, which at least equals the rate of compensation received immediately prior to their entry into the bargaining unit.

B. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of

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Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by the Division of Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a lower grade level than the position which they are being hired into, shall be placed at a step-in-grade in accordance with the provisions of Section 2 of this Article.

C. An employee entering a position within the bargaining unit covered by this Agreement, without a break in service from a position in another Commonwealth of Massachusetts public employer, in a bargaining unit not covered by this Agreement, from a position determined by Division Human Resources to be of a type with similar duties and responsibilities to the positions in this unit, which are at a higher grade level than the position which they are being hired into, shall be placed at a step-in-grade within their new job grade based upon the employee's years of service in the equivalent new job grade or higher job grade, provided that in no event shall the employee be placed in a step-in-grade which results in the employee receiving a salary rate equal to or greater than the average salary received by the employee for the preceding six (6) months.

SECTION 6.

The Division of Human Resources may create a recruitment range if the entry-level salary for a particular position or class of positions is insufficient to permit recruitment and/ or retention of employees in those positions and the rate normally paid is not competitive in the appropriate labor market. The Labor Relations Department shall notify the Association of the University's intent to establish any recruitment range and, if requested, the parties shall meet to bargain the issue. The decision to create a recruitment range and the placement of employees within the range shall not be subject to Article 27 of this Agreement. When implementing a recruitment range, the Division of Human Resources will consider the experience and training of existing employees at the time of hire and adjust salaries accordingly.

SECTION 7.

Effective July 1, 2018, and expiring June 30, 2020, employees shall receive lump sum payment as described below in the first payroll of December of each fiscal year under the following terms.

a) Service for the purposes of this provision shall mean benefited service in the bargaining unit.

b) An employee who prior to November 1 of a fiscal year achieves the service described below shall receive in the year they complete that level of service the payment described below:

Service	***Payment***
15 years	$150.00
20 years	$200.00
25 years	$250.00
30 years	$300.00
35 years	$350.00
40 years	$400.00

c) For the payment made in the first payroll period of December 2018 only, all employees who have achieved the length of service described above shall receive

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the applicable bonus payment.

SECTION 8. SALARY ADJUSTMENTS FOR EMPLOYEES ENTERING FROM ANOTHER CAMPUS BARGAINING UNIT

An employee entering a position within the bargaining unit covered by this Agreement, and:

- without a break in service;
- from an on-campus position determined by the University to be a type with similar duties and responsibilities to the position in this unit; and
- in the grade level of the position which they are being hired into

shall be placed at the first step-in-grade up to the maximum of the grade, which is closest to (but not higher than) the rate of compensation received immediately prior to their entry into the bargaining unit.

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ARTICLE 15
COST ITEMS AND APPROPRIATION BY THEGENERAL COURT

SECTION 1.
The cost items contained in this Agreement are specifically subject to additional, complete and identifiable appropriation by the General Court and shall not become effective unless the appropriation necessary to fully fund such cost items has been enacted in accordance with Massachusetts General Laws, Chapter 150E, Section 7 and allocated by the Governor to the Trustees of the University of Massachusetts in which case the cost items shall be effective on the effective date provided in this Agreement.

SECTION 2.
All employees shall receive the benefit of the cost items of this Agreement in the cases where those cost items are effective for state-funded employees. In the case of institute, grant, or contract employees, support funds must be available in the specific institute, grant or contract budget for the fiscal year in which payment must be made.

SECTION 3.
The Trustees of the University of Massachusetts shall make a request for the funding of this Agreement as required by Massachusetts General Laws, Chapter 150E, Section 7. In the event the additional specific, complete, and identifiable funding in each year of this Agreement is not fully provided, the remaining cost items shall be returned to the parties for further bargaining.

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ARTICLE 16
HEALTH AND WELFARE

SECTION 1. GROUP HEALTH INSURANCE CONTRIBUTIONS

A. The Commonwealth shall be responsible for paying only that percentage of the monthly premium rate for the Group Health Insurance Plan (further noted in this article as "Plan") that is established by the Commonwealth's Group Insurance Commission and/or enacted by the legislature; each employee shall be required to pay the remaining percentage of the premium rate for the type of coverage that is provided for the employee and their eligible dependent(s) under the Plan.

B. An employee, in a non-pay status or on leave without pay for any reason, shall be required to pay the percentage of the premium rate for the type of coverage that is provided for the employee and their eligible dependent(s) under the Plan as is determined by the Commonwealth's Group Insurance Commission.

SECTION 2. HEALTH AND WELFARE PLAN

A. Creation of Trust Agreement.
The parties have agreed to establish a Health and Welfare Fund under an Agreement and Declaration of Trust drafted by the Employer and executed by the Association and the Employer. Such Agreement and Declaration of Trust (hereinafter referred to as the "trust agreement") provides for a Board of Trustees composed of an equal number of representatives of the Employer and the Association. The Board of Trustees of the Health and Welfare Fund shall determine in their discretion and within the terms of this Agreement and the Agreement and Declaration of Trust such health and welfare benefits to be extended by the Health and Welfare Fund to employees and/or their dependent(s).

B. Health and Welfare Contribution
For the period from the first week in June 2014 until December 30, 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent in the bargaining unit a total of fifteen dollars ($15.00) per calendar week to the Health & Welfare Fund.

Effective the first pay period in January 2015, an additional fifty cents (50¢) per calendar week per full time employee equivalent, for a total of fifteen dollars and fifty cents ($15.50) shall be paid to the Health & Welfare Fund.

Effective the first week in January 2016, an additional fifty cents fifty cents (50¢) per calendar week per full time employee equivalent, for a total of sixteen dollars ($16.00) shall be paid to the Health & Welfare Fund.

Effective the first week in January 2017, an additional fifty cents (50¢) per calendar week per full time employee equivalent, for a total of sixteen dollars and fifty cents ($16.50) shall be paid to the Health & Welfare Fund.

C. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administering expenses of the fund. The amount of contributions for each year shall be based upon the number of full-time equivalent employees as of the last payroll period in the month of October; however, non-state-funded employees may be surveyed quarterly. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

D. Non-Grievability. No dispute over a claim for any benefits extended by this Health

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and Welfare Fund shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Association.

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

SECTION 3. DEPENDENT CARE ASSISTANCE PLAN

A. The Employer agrees to enable Association members, who so elect to participate in any Dependent Care Assistance Plan which complies with the requirement for federal tax deductibility and is generally made available to employees of the Commonwealth.

B. Non-Grievability. No dispute over a claim for any benefits extended by this plan shall be subject to the grievance procedure established in any collective bargaining agreement between the Employer and the Association.

C. Liability. It is expressly agreed and understood that neither the Employer nor the Association accept, nor is the Employer or the Association to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any benefit extended by the Plan.

D. Labor Management Committee. A special committee. comprised of two (2) members designated by the Association and two (2) members designated by the Employer, shall be established to discuss the applicability of federal and state pre-tax legislation to employees and to recommend implementation of any relevant plans to the Assistant Vice Chancellor of the Division of Human Resources. Said committee shall meet no later than thirty (30) days from the execution of this agreement.

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ARTICLE 17
VACANCIES AND PROMOTIONS

SECTION 1.

A. The appointing authority is recognized as the sole authority to appoint an applicant to a vacant position. When the appointing authority determines that a vacancy is to be filled, it will be made public on a website designated for that purpose and through which applications shall be submitted. The appointing authority will not be obligated to consider an application for a position from an employee who has not submitted their application by the date on which the posting states it will close.
B. For the purpose of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment.

SECTION 2.

Vacant positions in the bargaining unit will be posted as internal campus job postings on the University's on-line applicant tracking system for a minimum of seven (7) business days before being posted for external (off-campus) applicants. Applications submitted online by internal (on-campus) applicants and received during the internal campus job posting period by the hiring department will be considered prior to interviewing any external applicants for the position. Internal applicant may also submit a written application form for such internal campus job postings under procedures of the Employment Office. Such written application forms will be mailed to the department and/or hiring authority for the position through campus mail. Hiring departments will not be required to hold internal campus job posting if the written application form is received after the seven (7) business day internal posting period.

SECTION 3.

In filling vacancies, campus seniority will govern where, upon review by the appointing authority, the ability, experience, training, and education of the applicants are equal. In the event the appointing authority fills a vacancy by appointing a non-bargaining unit applicant and such appointment results in bypassing the campus seniority of a bargaining unit applicant, then the reasons for bypassing the bargaining unit employee's seniority, if requested, shall be given in writing to the employee and/or the Association.

Only a senior bargaining unit member, who has been bypassed, and/or the Association, shall have the right to request such information. Under these circumstances, the appointing authority's determination may be grieved and processed through arbitration. In the event arbitration is invoked hereunder, the arbitrator's authority shall be limited to reviewing, consistent with the criteria set forth herein, the appointing authority's determination that the qualifications of the successful and unsuccessful candidates are not equal. A unit member or the Association may grieve their non-selection for a position only to Step 4 of the grievance process if such position was awarded to another unit member.

SECTION 4.

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

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SECTION 5. TRIAL PERIOD

A. An employee, who is appointed to a different position, shall serve a two (2) month trial period from the effective date of the appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months of continuous employment from the most recent date of hire.
B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the CEO, said employee shall revert back to their former position. This matter may be a proper subject for the Grievance procedure.
C. If the employee is not satisfied with the new position, they may elect to return to the former position within thirty (30) days from the effective date of the said new appointment.
D. All appointments made, related to this section, shall be temporary or provisional appointments at least until the completion of the trial period. All vacancies, resulting from an employee's appointment, pursuant to this section, shall be filled temporarily or provisionally at least until the appointed employee has completed their trial period. The employer shall notify all employees of this provisional appointment trial period.
E. During the two (2) month trial period, there will be no changes made to the employee's previous job description so that if it is necessary for their return to said department, their original position will be available. Also during this two (2) month trial period, it is strongly encouraged that the supervisor will conduct a thirty (30) day evaluation to help the employee with their decision on returning to the previous position.

SECTION 6.

The step anniversary date shall only change when an employee is promoted into a higher graded position per this Article and shall be the appointment date on which they occupy the position. There shall be no change to a step date for an employee occupying a higher graded position through a temporary promotion or out-of-title work, per Article 19, Out of Title Work, or a grade increase through a reclassification per Article 20, Classification or Reclassification.

SECTION 7.

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

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

SECTION 8.

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

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temporary appointment that becomes permanent. For all other positions, they shall be considered “on campus” applicants for two (2) years from their date of layoff.

SECTION 9.

The University shall designate and advertise a specific website at which all applications for employment and job vacancies shall be listed and to which applications shall be submitted. Bargaining unit employees who cannot use computers or have no access to computers shall be provided a location at which they may use a computer to search job vacancies and make applications.

SECTION 10.

Every month the employer shall provide the Association with a list of the name, requisition or posting bid number of employees hired into vacancies as described in this Article. This list shall include the bargaining unit of each employee hired.

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ARTICLE 17A
SENIORITY - PROBATIONARY EMPLOYEES

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

Seniority shall be defined as service in a benefited position from the most recent date of continuous hire at the University.

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ARTICLE 17B
PERMANENT, INVOLUNTARY TRANSFERS

A. No employee, who is employed on the central campus of the University of Massachusetts at Amherst, shall be involuntarily transferred, on a permanent basis, to a work site that is more than fifteen (15) miles from Amherst.
B. No employee, who is employed at a work site away from the central campus of the University of Massachusetts at Amherst, shall be involuntarily transferred, on a permanent basis, to a work site that is more than fifteen (15) miles from their current work site, unless the employee's entire office is relocated.
C. When a permanent, involuntary transfer results in changing an employee's permanent work site, the employee shall be given thirty (30) calendar days advance, written notice of such transfer. If the transfer is made because of a change in work load, assignments shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority. Such transfers shall not be made in an arbitrary or capricious manner.

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ARTICLE 17C
TEMPORARY TRANSFERS

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

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ARTICLE 17D
WORK AREA, SHIFT PREFERENCE

The appointing authority may change an employee's workweek schedule, shift, and location as deemed necessary by the appointing authority. Unless the need for changing an employee's workweek schedule, shift, or location is of an emergency nature, the appointing authority shall give the employee twenty-one (21) calendar days written notice of such change. Notwithstanding the forgoing in work locations and for employees whose schedules change at regular intervals during the year, seven (7) calendar days· notice of such change shall be required. Whenever an Employee requests a change of workweek schedule or shift, approval of such request shall not be unreasonably withheld if a vacancy exists in the classification on a workweek schedule or shift other than that which they are then working, provided the employee has sufficient classification seniority and, in the judgment of the appointing authority, is able to adequately perform the duties of the vacancy.

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ARTICLE 17E
VOLUNTARY LATERAL TRANSFERS

SECTION 1. DEFINITIONS

A. Executive Area - as defined by the University organizational chart https://www.umass.edu/oir/sites/default/files/publications/organization/organization_chart.pdf
B. Minimally Qualified Employee - For the purposes of this Article, a "minimally qualified employee" is a Unit Member who:
    1. Possesses the minimum qualifications as described in the approved position description for which the transfer is sought, with the understanding that the need for reasonable training in a particular program or process shall not be automatically disqualifying;
    2. Has satisfactory performance reviews for up to the prior three years. If there is no review for a pertinent year worked, performance for that year shall be deemed satisfactory for voluntary lateral transfers;
    3. Has served twelve (12) or more full months in the present position transferring from, and;
    4. Has no open or pending disciplinary process.
C. Reasonable Accommodation Transfer-Eligible Employees – Unit members deemed eligible for a transfer to a comparable position based on medical or health necessity as determined by the parties under the guidelines of the Americans with Disabilities Act and other laws.
D. Voluntary Lateral Transfer – A voluntary lateral transfer shall mean a change by a minimally qualified employee from one position to another position in the same title and grade as the one then held by the member requesting the transfer.

SECTION 2.

A. Prior to posting a vacancy on the University's online applicant tracking system under Article 17, the hiring authority may open a vacancy to voluntary lateral transfers. The University will create an internal transfer link for the vacancy on its applicant tracking system open only to unit members who have been identified as seeking a voluntary transfer. The internal transfer link shall include the position description, location, and supervisor of the position.
B. The hiring authority or designee shall forward the link to the Association at usa@external.umass.edu and to the Association President. The Association will notify its members by disseminating the link. To qualify for a voluntary lateral transfer under this Article, eligible members may apply to the link beginning the Thursday immediately following its dissemination through the following Wednesday at 11:55 pm. This period shall be known as "the internal transfer link posting period."
C. An employee seeking a voluntary lateral transfer who applies within the internal transfer link posting period shall be given consideration and interviewed prior to other members as currently described in Article 17.
D. Applications by minimally qualified employees for voluntary lateral transfers shall be considered and reviewed in the following order: Those applicants who work within the pertinent Department or College, those who work within the same Executive area of the position, and those in other Executive areas. Whenever more than one minimally qualified employee is in the same area of preference, the position shall be

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offered to employees in campus seniority order.

SECTION 3.

The Association and/or an employee who has applied for a voluntary lateral transfer and is not selected shall be given the reason(s) for non-selection upon written request to the hiring authority made within thirty (30) days of the appointment. A unit member or the Association may grieve the non-selection for a position. If the position is awarded to another unit member, the grievance shall advance only to Step 4 of the grievance process.

SECTION 4.

Employees appointed through the voluntary lateral transfer process are subject to the Trial Period set forth in Article 17, Section 5.

SECTION 5.

The provisions of this Article shall not supersede the transfer process for Reasonable Accommodation transfer-eligible employees and shall not supersede the provisions for employees scheduled to be laid off or in layoff status as set forth in Article 22. Those employees shall be considered prior to employees seeking a voluntary lateral transfer.

SECTION 6.

By mutual agreement, the parties may modify the process in order to resolve workplace matters.

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ARTICLE 18
CONTRACTING OUT

When contracting out work, which will result in the layoff of employees, who perform the function that will be contracted out, is contemplated, but prior to its implementation, a Special Labor Management Committee will be established to advise the CEO on the contracting out of personnel services. The Committee shall consist of four (4) persons: two (2) designated by the Association and two (2) designated by the Assistant Vice Chancellor for Human Resources. Said Committee shall examine cost effectiveness, quality of work, impact on career development, availability of positions within the University for which any laid-off employee may be qualified and the availability of applicable training programs and make appropriate recommendations to the CEO.

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

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ARTICLE 19
OUT OF TITLE WORK

SECTION 1. WORK IN A LOWER CLASSIFICATION

A. When an Employee is assigned by their supervisor to perform the duties of a position classified in a grade lower than that in which the employee performs their duties, they will be compensated at their regular rate of pay as if performing their regular duties.
B. An Employee, who is assigned by their supervisor 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

An employee who is clearly directed by their supervisor to perform work in a higher classification shall receive pay at the step as determined by Article 14 from the start of the period for which such work is assigned. Prior to receiving such pay, the out of title Temporary Work Assignment Form signed by the direct supervisor and department head must be received in Human Resources. That form must contain a brief description of the work performed in a higher classification assigned to that employee. Only one employee shall receive such compensation for performing work in a higher classification formerly done by another bargaining unit employee. A job audit by the Personnel Administrator or designee shall be conducted only in cases where there is a dispute between the employee and supervisor and/or designee. Working out of title pay shall not be available for employees filling in for employees on scheduled vacation leave of less than three (3) weeks.

An Employee, who is assigned by their supervisor to perform overtime work in a higher classification, shall have overtime compensation computed at the same 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.

An employee performing work formerly done by an employee in another bargaining unit shall receive a stipend of fifteen ($15.00) dollars per day. Within ninety (90) days after funding of this agreement a joint labor-management committee consisting of three members appointed by each party to this agreement shall meet to discuss the creation of and implementation of a system for compensating USA employees performing out of title work in positions in other bargaining units. The committee shall also have authority to revise the Temporary Work Assignment Form.

An employee working out of grade shall not use that fact as a basis to pursue a reclassification appeal nor shall it serve as that employee's salary from which a promotion is determined under this agreement.

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ARTICLE 20
CLASSIFICATION AND RECLASSIFICATION

SECTION 1. CLASS SPECIFICATIONS

A. The appointing authority shall provide the Association with a copy of the class specification of each title covered by this contract for which such a specification exists.
B. Each Employee in the bargaining unit shall be permitted by the appointing authority to have access to examine their class specification.

SECTION 2. INDIVIDUAL APPEAL OF CLASSIFICATION

The parties agree that any appeal, pertaining to reclassification or reallocation, shall continue to be governed by the provisions of Section 49 of Chapter 30 of the Massachusetts General Laws and shall not be subject to the grievance and arbitration procedure herein. An employee, who seeks a reclassification may request an audit of the position on the form attached hereto (Appendix C).

The employee shall file said form with the Manager of Total Compensation or designee and shall forward a copy of same to the Association. The Manager of Total Compensation or designee or designee shall conduct a job audit within ninety (90) calendar days of receipt of the request. The Manager of Total Compensation or designee shall make a final determination within thirty (30) calendar days of the hearing whenever possible.

The decision of the Manager of Total Compensation or designee may be appealed within ten (10) calendar days to the Director of Human Resources or designee, who shall issue a decision within thirty (30) calendar days of receipt of the appeal but not more than sixty (60) days.

SECTION 3. TRUST-FUNDED POSITIONS

The parties agree that the procedure herein provided shall be the sole procedure for reclassification of "trust funded" positions and the grievance and arbitration procedures of Article 27 shall not apply. Within ten (10) working days of completion of the job audit, the Manager of Total Compensation or designee or designee shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Association may participate in the hearing.

SECTION 4. NOTICE TO THE ASSOCIATION

The University shall provide notice to the Association of any and all reclassifications filed by or on behalf of bargaining unit members and the ultimate disposition of any and all reclassifications.

SECTION 5. CAMPUS BARGAINING UNIT NEEDS AND ANOMALY CORRECTION POOL

Effective on the date on which this agreement is funded, there shall be a one-time salary and Campus Bargaining Unit Needs and Anomaly Correction Pool consisting of 3/10th of 1% of the total payroll as of July 8, 2007. As soon as possible after ratification of this contract the parties shall meet to bargain over guidelines for the expenditure of these funds.

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ARTICLE 21
CLASS REALLOCATIONS

SECTION 1.

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

SECTION 2.

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

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ARTICLE 22
LAYOFF AND RECALL

SECTION 1. DEFINITION OF LAYOFF

A. Layoff shall be defined as the reduction of the work force due to lack of work, lack of funds, or curtailment of programs. Layoff may result from departmental "reorganization," which shall mean the restructuring or redeployment of resources resulting from legitimate (demonstrated) economic and/or programmatic changes or needs resulting in the lack of work, lack of funds, or the cu1tailment of programs that are not and cannot be related to employee conduct or performance and shall not constitute discharge or termination for cause. The appointing authority agrees that no unit employee will be laid off in an arbitrary or capricious manner. Employees hired with a minimum commitment of thirty-five (35) weeks per year shall be laid off in accordance with their employment agreement. The terms of this Article shall not apply to employees paid from grant, contract, or institute funds. However, such employees shall receive a thirty (30) day notice of impending layoff unless a predetermined date for the end of employment has been established and shall be placed in the on-campus callback pool for two (2) years pursuant to Section G. The terms of this Article shall not apply to probationary employees.

B.

1. The appointing authority agrees that it will hold a layoff meeting with the Association to discuss the impact of pending layoffs and to explore alternatives for laid off employees. Upon notification to the Association, if a meeting is requested to discuss the situation, it shall be held as soon as possible. Layoffs shall be conducted by job classification on the basis of the employee's campus seniority, provided the employee retained has the ability to perform the job. In the event of a layoff within a job classification, probationary employees, within that job classification, shall be laid off first with regard to their individual periods of employment. Non-probationary employees shall be next for being laid off.
2. In the event that there are full and part-time employees within a job classification in a department or area and it is determined that the department must reduce a full-time position to a part-time position, it shall proceed as follows:
   a) If a more senior employee works part-time, the department may require the part-time employee to either accept a full-time schedule or be laid off.
   b) If the more senior employee elects to accept the full-time schedule, the department shall then lay off the least senior employee in the job classification.
   c) The department may also elect to reduce or restructure the full-time schedule of the least senior employee in the job classification, pursuant to subsection M of this Article.

C.

1. Employees who are on layoff shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off, provided the employee(s) recalled have the ability to perform the job.
2. Employees who would have been laid off, except that they exercised their options under Sections F and G, and accepted positions in lower graded classifications from the one they held before the layoffs, shall be recalled to available jobs in their classification in accordance with their campus seniority, in the reverse order from which they were laid off, provided the employee(s) recalled have the ability

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to perform the job. Said employees shall retain the right to be recalled for one (1) year from the date of their layoff.

3. An employee who has been laid off and identifies a position to which they are entitled to be recalled shall, within five (5) days of identifying such positions, notify the Division of Human Resources, who shall review the position and, if it meets the criteria set forth in this section, award the position to the laid off employee.

D. Layoff in excess of three (3) continuous months shall not be credited or accrued towards seniority for any purpose. Employees whose layoff result in their going "off payroll" may request the Division of Human Resources to retain accrued vacation credits, without paying out accrued vacation, for up to one hundred and twenty (120) days from the actual date of layoff. A laid off employee, who returns to employment, shall have their sick leave credits at the time of layoff, as well as personal leave credits, restored. However, if they are on layoff through the end of the calendar year, they shall be entitled to a personal day accrual that is the same as a newly hired employee on that date.

E. Employees to be laid off will be notified of such layoff in writing, as soon as practicable, but in no event less than thirty (30) calendar days prior to the layoff. The Association will be sent a list, from the appointing authority, of the employees being laid off at the same time as the written notices are given to the employees. The University will provide, within five (5) calendar days, the Form 30s and other information necessary for an employee scheduled to be laid off to make an informed decision on bumping options.

F. At the same time as the University notifies the Association of the layoff, the University shall compile the following information which shall be provided to the Association with said notice:

1. The name, state title, working title, salary grade or level and seniority date of the employee(s) facing layoff.
2. The names and seniority dates of all other employees in the organization who have the same title.
3. The names and bargaining unit affiliation of the employee(s) who will take over the work, and whether the work will be outsourced, or a CC/03 employee who will be hired to cover the task.
4. The reasons for the layoff; i.e. loss of grant funding, reorganization, cut in state funding, need to reallocate funds or other factors.
5. The proposed effective date of layoff.

G. In the event an employee is scheduled to be laid off. or is on layoff status, as set forth in Article 22, and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, provided the employee can perform the work, campus seniority shall prevail in permitting such an employee to fill such position. Any employee, in such category, shall have their name forwarded for any vacant position prior to Article 17 being applicable. An employee may refuse an interview offered in accord with this provision and continue to have their name forwarded. An employee, who is offered a position through this process and declines it, shall not continue to have their name forwarded. Should the University fail to inform an employee of their rights under this Article 22, Section G, within ten (10) days from the date of the notice of layoff, the employee's lay off date shall be extended one day for each day the University fails to meet its obligation.

H. If after forty-five (45) days of being referred to vacancies in accord with Article 22, Section G, an employee has not secured a position at the University they may choose

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one (1) of the following options. During this period of time the employee shall be designated to "unpaid leave of absence."

Option #1.

In the event a non-probationary employee is scheduled to be laid off, they may elect to receive a severance payment which shall constitute one (1) week of pay for each year of service to a maximum payout of thirty (30) weeks. An employee electing a severance payment shall not be entitled to use the processes described in Article 22.

Or

Option #2.

a) An employee scheduled to be laid off from a unit position shall first seek to bump one (1) of the three (3) least senior individuals in their current classification. If there is no position available or if the bump is denied, they may next seek to bump one (1) of the three (3) least senior employees in a lower graded position they have previously held on campus. If that position is unavailable or the bump is denied, they may seek to bump one (1) of the three (3) least senior employees in a position where the regular duties of the position are basically similar to the normal requirements of the employee's present position. An employee denied bumps three (3) times shall be deemed terminated.

b) (1) If the position of the least senior employee is a part-time position, the full- time employee to be laid off may elect to accept the part-time hours.

(2) A part-time employee whose position is to be eliminated, who elects to bump into the position of the least senior employee, must be willing and able to accept the hours of the position into which they seek to bump.

c) For purposes of this Article, the regular duties of a position are those listed on the Form 30 for that position, provided the duties described on the Form 30 do not exceed the level, tenor, and complexity of the state specification.

I. When an employee returns to employment with the University in the same title or an equivalently graded title, either through the subsection (G) of this Article or recall, the employee shall be placed at the same step in grade as they held at the time of layoff.

J. In the event of layoff, the Division of Human Resources shall make every reasonable effort to obtain preferential treatment during the layoff period for the affected employee(s) in enrolling them in training courses offered by the University.

K. Notwithstanding their position on the seniority list, Association stewards, in the event of a layoff, shall be offered the first open job in the bargaining unit, which they can perform in their specific district. Notwithstanding their position on the seniority list, eleven (11) Association officials, including the grievance officer, chief stewards and the most senior stewards shall continue to be employed at all times in the event of a layoff, provided they can perform the duties of any available bargaining unit positions.

L. Any grievance filed, pursuant to Article 22 concerning a layoff, may be filed at Step 3 and if unresolved at that step may be referred to arbitration under that agreement by the Association.

M. If the University determines that a total layoff could be avoided by reducing a position's percent of time or the number of weeks of guaranteed employment, the University shall offer such a position to the affected employee according to the terms and conditions as set forth below.

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1. An employee, who has received a layoff notice and whose position has been determined by the University to be possibly restructured by reducing the position's percent of time or the number of weeks of guaranteed employment, shall be notified of such possible restructuring at least thirty (30) calendar days prior to the implementation of the restructuring. Said employee's effective date of layoff shall not occur prior to the effective date of hire of the restructured position.
2. Notification to the employee of the possibility of a restructured position shall be in writing and copied to the Association. The notice shall include a proposed schedule, work hours, and the number of weeks of the restructured position. Said notification shall be a separate letter from the layoff notice.
3. Upon request, the University shall meet with the Association within ten (10) calendar days of receipt of notice for a consultation meeting on the proposed restructured position. Discussions between the department and the employee regarding the restructured position shall take place after the consultation meeting between the University and the Association.
4. The employee, given notice by the University of the proposed restructuring, shall be given released time to meet with the Association and the department to discuss the details of the restructured position. After such discussion with the employee, the department shall decide to either offer the employee the proposed restructuring as originally presented or to offer the employee a modified version. In either case, the offer to the employee of the restructured position shall be in writing and forwarded to the employee and the Association by the Labor Relations Office.
5. The employee shall have ten (10) calendar days from receipt of the department's written offer of the restructured position to inform the University that they accept or decline the restructured position.
6. The parties agree that an employee who has accepted the restructured position shall have Article 22, Section G rights for two (2) years from the effective date of layoff. Said employee shall waive any rights under Article 22, Section C.
7. The parties agree that should the restructured position be made a higher percentage of time or full-time and/or full year, there shall be no obligation to post that position if the employee accepts the restructured position. In that circumstance, said employee's time shall be increased accordingly.
8. If the employee does not accept the restructured position, said employee's layoff shall proceed in accordance with Article 22.
9. At the Association's request, a labor management meeting shall be held to re-examine an employee's restructured schedule in order to assess returning the employee's schedule to the status quo ante.
10. Any restructured position shall be a minimum of thirty-five (35) workweeks per year. No restructured position shall be less than 18.75 hours per week.

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ARTICLE 23
SENIORITY

SECTION 1. DEFINITION OF SENIORITY

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

SECTION 2 EXTENSION OF SENIORITY

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

SECTION 3 TERMINATION OF SENIORITY

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

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

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ARTICLE 24
TUITION REMISSION

SECTION 1. TUITION CREDITS AT UMASS CAMPUSES

Members of the bargaining unit shall receive tuition discounts in the form of tuition credits as described below; provided that, in the event of a conflict between this Article and current practice, current practice shall prevail.

I. INTRODUCTION.

As described below, the University offers tuition discounts in the form of Student Tuition Credits to University Employees and retirees, and the Spouses and Dependent Children of University Employees, retirees, and certain deceased University Employees.

These Standards implement Paragraph IV of the Policy on Tuition Waivers (T96- I 29) and codify and regularize certain practices and procedures, including those former waivers that had been collectively bargained. See, M.G.L. c. 75, § 1B (f).

These Standards apply to all members of the University community, except where any discount or other benefit contained in a collective bargaining agreement may be more favorable. See, M.G.L. c.150E, § 7(d).

Each campus and the President's Office is responsible for developing procedures to process requests for the Student Tuition Credits described in these Standards.

II. DEFINITIONS.

(1) ***Dependent Child*** refers to a child of a University Employee or their Spouse: 1) who meets the requirement of dependency as defined by the Internal Revenue Service (whether or not such University Employee or Spouse claimed such child as a dependent on the most recent tax return); or 2) for whom the University Employee or Spouse has financial responsibility, as demonstrated by a court decree, FAFSA, or other suitable evidence as may be required by the campus Human Resources Department; but in no event shall Dependent Child mean an individual over the age of twenty-five (25) as of the first day of the semester for which the Student Tuition Credit is to be applied, unless specifically approved in writing by the President or designee.

(2) ***Continuing Education*** refers to self-supporting, non-state-funded courses and programs as defined by a campus.

(3) ***Deceased University Employee*** refers to a person who died while a University Employee.

(4) ***Part-time*** refers to a regular schedule of at least one-half of the normal number of hours for the position (but less than full-time).

(5) ***Retired University Employee*** refers to a former University Employee who is retired and who meets the criteria for retirement under the rules of the State Board of Retirement.

(6) ***Spouse*** refers to an individual married to a University Employee.

(7) ***Student Charge*** refers to in-state and out-of-state tuition and fees that are charged to

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students for general attendance at the University; provided that, Student Charges shall not include any fee or other charge established by the University that is specific to a particular course, program or activity or any charges for room, board or student health insurance. See, M.G.L. c.75, § 1 B.

(8) ***Student Tuition Credit*** refers to a reduction in Student Charges for an eligible student. See, M.G.L. c.75, § 18 (a).

(9) ***University Employee*** refers to any faculty member or a classified or professional staff member who is paid through the University payroll system, regardless of source of funds, and who is eligible for state benefits through the Group Insurance Commission and the State Board of Retirement. This definition includes employees on sabbatical leave, professional improvement leave, authorized leave without pay, sick leave, or disability leave, but does not include employees who are no longer employed (whether or not they are collecting workers' compensation or disability insurance benefits).

III. GENERAL PROVISIONS

In the event that any provision in an applicable collective bargaining agreement or campus policy or practice offers benefits to a specific group of employees that exceed the benefits described in these Standards, such applicable provision, campus policy, or practice shall prevail. These Standards do not amend or alter the "System-wide Tuition Remission Policy for Higher Education Employees" administered by the Department of Higher Education.

A. The Student Tuition Credits described in these Standards apply to all courses and programs offered at any University of Massachusetts campus, except for the M.D. program at UMass Medical School, the JD program or other post JD programs which may be created at UMass Law School at UMass Dartmouth, and courses and programs identified by a campus as Continuing Education.
B. Student Charges applied to all University Employees. Spouses, and Dependent Children for tuition are based on the applicable in-state/resident tuition rates and any Student Tuition Credits are calculated based on and deducted from such applicable in-state/resident tuition rates.
C. University Employees, Spouses and Dependent Children receiving Student Tuition Credits are responsible for paying all other educational costs, including fees (application, laboratory. etc.), books, and supplies.
D. Admission into any course or program at the University is governed by campus admission policies. All University Employees. Spouses and Dependent Children must apply for and meet the applicable admissions criteria to enroll and must continue to meet and maintain all applicable program standards and requirements.
E. Admission to all courses and programs is on a space available basis. Each campus reserves the right to cancel any course or program at any time.
F. As all Student Tuition Credits are former tuition waivers (see, M.G.L. c. 75, § I B (f)), University Employees, Spouses and Dependent Children may not receive Student Tuition Credits based on these Standards and additional Student Tuition Credits that were also former waivers *(e.g.* the John and Abigail Adams Scholarship).
G. A University Employee may take one (1) course per semester (no more than four credits) during normal working hours; *provided that*, such University Employee's supervisor determines that the course is directly and immediately related to the University Employee's work. Release time may be granted with the approval of the

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campus Chief Human Resources Officer or designee. Otherwise, the University Employee must use accrued vacation, compensatory or personal leave or, if necessary, arrange with their supervisor to make up any lost work time.

IV. STUDENT TUITION CREDITS

A. University Employees
   1. Current/Active University Employees
      a) Full-time. A Full-time Current/Active University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program.
      b) Part-time. A Part-time Current/Active University Employee is eligible to receive a Student Tuition Credit of 100% of the applicable tuition in a covered course or program for up to seven (7) credits per semester.
   2. Retired University Employees
      A Retired (full- or part-time) University Employee is eligible to receive a Student Tuition Credit equal to 100% of the applicable tuition in a covered course or program for one (1) program of study, whether or not such Retired University Employee is enrolled in such program of study at the time of retirement.
   3. Terminated University Employees
      Except as provided in Section IV(A)(2), above, former University Employees are not eligible to receive Student Tuition Credits. However, a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

B. Spouses and Dependents of Current/Active University Employees
   1. Graduate Courses or Programs
      A Spouse or Dependent Child of a current/active University Employee is eligible to receive a Student Tuition Credit equal to 20% of the applicable tuition in a covered graduate course or program.
   2. Undergraduate Courses or Programs
      a) Current/Active University Employees with two (2) or more years of Full-Time Equivalent (FTE) University Service as of the first day of the semester for which the Student Tuition Credit is to be applied:
         A Spouse or Dependent Child of a current/active University Employee with two (2) or more years of Full-Time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition in a covered undergraduate course or program.
      b) Current/Active University Employees with less than two (2) years of Full-Time Equivalent (FTE) University Service as of the first day of the semester for which the Student Tuition Credit is to be applied:
         A Spouse or Dependent Child of a current/active University Employee with less than (2) years of Full-Time Equivalent (FTE) University Service is eligible to receive a Student Tuition Credit equal to 15% of the applicable tuition in a covered undergraduate course or program.

C. Spouses and Dependent Children of Deceased University Employees
   A Spouse or Dependent Child of a Deceased University Employee who had at least five (5) years of Full-time Equivalent (FTE) University service is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for one (1) undergraduate program of study, whether or not such Spouse or Dependent Child of such Deceased University Employee is enrolled at the time of such University Employee's death.

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D. Spouses and Dependent Children of Retired University Employees

A Spouse or Dependent Child of a Retired University Employee who has begun a program of study prior to the official retirement date is eligible to receive a Student Tuition Credit equal to 60% of the applicable tuition for the remainder of their program of study, provided that the program of study is continuous.

E. Spouses and Dependent Children of Terminated University Employees

A Spouse-or Dependent Child of a former University Employee is not eligible to receive Student Tuition Credits. However, a Spouse or Dependent Child of a University Employee who is terminated (for any reason) may complete the semester or course for which a Student Tuition Credit was previously applied.

STUDENT TUITION CREDIT

Current/Active University Employees[1]	
Graduate Courses or Programs	100%
Undergraduate Courses or Programs	100%
Retired University Employees[2]	100%
Spouses and Dependent Children of Current/Active University Employees	
Graduate Courses or Programs	20%
Undergraduate Courses or Programs	
University Employee w/ < 2 FTE Years of Service	15%
University Employee w/ > 2 FTE Years of Service	60%
Spouses and Dependent Children of Retired University Employees[3]	60%
Spouses and Dependent Children of Deceased University Employees4	60%

[1] Part-time University Employees are eligible for up to seven (7) credits per semester.
[2] One (1) program of study.
[3] One (1) program of study; undergraduate only
[4] With at least five (5) years of FTE University service; one (1) program of study: undergraduate only

NOTE: A terminated University Employee (or the Spouse or Dependent Child of a Terminated University Employee) may complete a semester or course for which a Student Tuition Credit was previously applied.

SECTION 2. TUITION DISCOUNTS FOR CONTINUING EDUCATION COURSES AT UMASS CAMPUSES

Members of the bargaining unit, their spouses, and dependent children shall receive tuition discounts in Continuing Education programs or courses equal to fifty percent (50%) of the tuition.

SECTION 3. REPORTING TUITION CREDIT USAGE AT UMASS CAMPUSES

The University is developing an operational report that will include the use of student tuition credits by UMass employees, spouses/domestic partners, and dependents, and upon request, will periodically (i.e. once per semester) share the results of that report with the union.

SECTION 4. TUITION REMISSION

Bargaining unit members, their spouses and dependent children will be eligible for tuition remission benefits, subject to the conditions and procedures set forth in the Board of Higher

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Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984), incorporated into this agreement as Appendix G.

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ARTICLE 24A
TRAINING AND CAREER LADDERS

SECTION 1.

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

SECTION 2.

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

SECTION 3. CAREER LADDER TRAINING FUND

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

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

The terms of this provision shall be effective only when there is an express agreement by the parties to provide the amount specified above or another amount which specifically describes the term of the contract for which the funds will be provided and such funds are specifically and identifiably requested of the legislature and such funds are appropriated or otherwise specifically provided. The parties agree and understand that no such funds have been requested, appropriated or otherwise provided since the contract covering the period July 1, 2007, to June 30, 2008, expired and no such funds are provided for in this collective bargaining agreement covering the period July 1, 2014, to June 30, 2017.

SECTION 4.

Any funds unused as of December 15, 2015, will be paid to the Union to be used as it determines provided that such uses are consistent with the purposes for which the Career Ladder Program was created and as described above.

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ARTICLE 25
HEALTH AND SAFETY PROCEDURES

SECTION 1.

The appointing authority shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated there under, that govern the conditions of health and safety in the place of work of its employees.

The appointing authority may promulgate and enforce any such rules and regulations as it may deem appropriate from time to time to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated thereunder.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

The appointing authority agrees to furnish uniforms and protective clothing to the employees covered by this Agreement, as provided for in the provisions of Administrative Notice B-24-2. 6/28/74. The appointing authority agrees to supply employees with lockable facilities as convenient as possible to their area. Said facilities should provide protection to

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property of the employees concerned. The appointing authority will make every effort to provide staff rooms for the use of employees to partake of meals in a clean and wholesome atmosphere. The appointing authority will encourage the inclusion of such staff rooms in buildings to be constructed or renovated.

SECTION 9.
An employee should report any condition which they believe to be injurious to their health to the administrative head of the work location.

SECTION 10.
A copy of the provisions of this Article shall be conspicuously posted in each work location.

SECTION 11.
Grievances, involving the interpretation or application of the provisions of this Article, may be processed through step four (4) mediation of the grievance procedure set forth in Article 27, but may not be subject to arbitration. However, any such grievance which remains unresolved following the Step 2 decision may be referred to the Director of the Department of Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to Step 3.

SECTION 12.
The official University Health and Safety Committee includes representatives of all campus constituencies, including the Association. The appointing authority agrees to continue to be responsive to the recommendations of this committee.

SECTION 13.
When an employee is separated from the payroll because he/she has exhausted their sick leave, the appointing authority shall furnish the necessary forms for requesting group insurance coverage on a current premium basis.

SECTION 14.
Where toxic or radioactive materials are in use and known to the appointing authority to be injurious to employees, such areas shall be identified and posted.

SECTION 15.
Areas found to contain friable asbestos-containing materials shall be posted and all reports of suspected areas of asbestos hazard shall be promptly investigated.

SECTION 16.
The appointing authority will give the highest priority to employees' health and safety in the purchase, maintenance, and use of Video Display Terminals (VDTs). Upon written request of the Association, the appointing authority will make available to the Association the published safety and health specifications which have been provided by the manufacturer or lesser for VDTs purchased or leased subsequent to the execution of this Agreement. The appointing authority will make appropriate corrections for any reported VDT focus and clarity of image problem(s). VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at their station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15)

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minute period may consist of an alternative job assignment or any break or lunch period otherwise authorized by this Agreement. Pregnant employees who work on VDT systems may request temporary re-assignment within their job description or a comparable position and be re-assigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the appointing authority or designee. This request must be in writing to the appointing authority with verification from the employee's physician.

SECTION 17.

Where credible evidence exists (as determined by the appropriate state agency or department) of a communicable disease (e.g., tuberculosis, hepatitis B, etc.), the employer shall forthwith make every reasonable effort to provide all employees coming into contact with the afflicted person(s) and/or environment, with appropriate training and advice.

Management will take necessary preventative action in accordance with existing medical practice when a person is suspected to have a communicable transmittable disease.

SECTION 18.

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

SECTION 19

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

SECTION 20. CLEAN UP TIME

A supervisor is responsible for providing reasonable clean up and wash up time within the normally scheduled work day or overtime period for employees working in jobs which are especially dirty or which require clean-up for reasons of safety or health.

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ARTICLE 26
DISCIPLINARY ACTION

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

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

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

SECTION 4.
In the event an employee or the Association on their behalf seeks redress of any claim which could be brought under the grievance and arbitration provisions of this Agreement in any other forum the Employer shall be relieved of any obligation to at any time process said claim through the grievance and arbitration procedure set forth in this Agreement.

SECTION 5.
Should the Association submit a grievance alleging a violation of section 1 to arbitration pursuant to Article 27, the arbitration shall be conducted on an expedited basis. An employee and/or the Association shall not have the right to grieve pursuant to this Article or Article 27, disciplinary action taken as a result of the employee engaging in a strike, work stoppage, and slowdown or withholding of services unless the Association alleges that the employee did not engage in such conduct.

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ARTICLE 27
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. INTRODUCTION

The parties recognize that G.L. c. 150E Section 8 provides a mechanism for arbitration of disputes between the parties to a collective bargaining agreement and further provides that the parties to an agreement may establish an independent grievance procedure culminating in final and binding arbitration. It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or an employee or group of employees and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution of all disputes involving the interpretation or application of this Agreement, unless such matters have been specifically excluded from these procedures. Further, each party hereby waives its right if any, and the rights of all those whom it represents, if any, to use any other procedure established by law to initiate binding arbitration of grievances. In the event the Association or an employee elects to pursue any matter covered by this Agreement in any other forum, the Employer shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to this Article or Article 26 herein.

SECTION 2. DEFINITIONS

A. Conciliation Period – "Conciliation Period" shall mean the period of time for an informal grievance process, the rights of which may be exercised by the Grievant or Association to request a meeting of any Grievance – The period ends 10 days after said meeting, with the possibility of extension upon mutual agreement of the parties. The parties may also re-open the conciliation period at any time of the grievance process upon mutual consent of both parties.
B. "Grievance" shall mean an allegation by the grievant(s) or the Association that an express provision of this Agreement has been breached in its application to them. A formal grievance shall state all the known facts material to the alleged breach on which the grievance is based, including the date when such breach is alleged to have occurred and the specific contractual provisions alleged to have been breached, and shall set forth the remedy requested.
C. Grievant – "Grievant" shall mean an employee, a group of employees, or the Association on behalf of the employee(s), as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.
D. Day - Except as otherwise provided in this Article, "day" shall mean a working day, exclusive of any Saturday. Sunday, or any of the holidays enumerated in Article 12 of this Agreement or duly authorized skeleton days.
E. Immediate Supervisor - the term "Immediate Supervisor" for the purpose of this Article shall mean the first line work supervisor designated by the CEO.
F. Intermediate Supervisor - The term "Intermediate Supervisor" for the purpose of this Article shall mean the intermediate work supervisor designated by the CEO.

SECTION 3. PROCEDURES FOR FILING A GRIEVANCE

To initiate a formal grievance, a grievant shall file, in writing (either electronic or on paper) on the Official Grievance Form attached hereto as Appendix E, a grievance at the appropriate level. A grievance may be filed at the level at which the action or inaction being grieved occurred. If the hearing officer at the level at which the grievance is filed finds that the grievance has been filed at the wrong level, it will be returned to the grievant(s) without

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prejudice for filing at an appropriate level. No such notice may be filed more than thirty (30) days from the date of the occurrence of the event or the date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. Upon mutual agreement of both parties, the parties may enter a conciliation period at any point in the grievance process, tolling all procedural timelines.

A. **Step 1: Informal – Immediate Supervisor and/or Human Resources Representative -** A grievant may institute the grievance procedure of this Article by notifying their immediate supervisor and/or the appropriate Human Resources representative that a grievance exists. The parties, which may include a union representative, shall meet as soon thereafter as practicable, whether remotely or in-person, to try to resolve the matter informally during the conciliation period. Any resolution shall be consistent with the contract and without precedent to any future matters between the University and the Association. A grievant may initiate the formal grievance process if resolution cannot be reached.
B. **Step 2: Intermediate Supervisor** – If the grievant elects to proceed to this Step, then within ten (10) days after the receipt of the Step 1 decision, the grievant shall file a grievance with the intermediate supervisor and provide a copy to the immediate supervisor. The intermediate supervisor shall, within five (5) days of receipt of the grievance, arrange to meet with the grievant to resolve the dispute and shall respond in writing within ten (10) working days from the date of the meeting.
C. **Step 3: Chief Executive Officer of the Campus or designee (hereinafter in this Article "CEO")** – If the grievant elects to proceed to appeal a Step 2 decision, then within ten (10) days of receipt of the Step 2 decision, they shall send a notice of this intent to the CEO and a copy of the notice to the intermediate supervisor who, upon receipt of said notice, shall forward the grievance record to the CEO. The CEO shall, within five (5) days of receipt of the grievance, arrange to meet with the grievant for a review of the grievance and shall respond in writing within ten (10) days of the date of the meeting.
D. **Step 4: The President of the University of Massachusetts or designee (Hereinafter in this Article "the President")** - If the grievant elects to proceed to this Step, then within ten (10) days of receipt of the Step 3 decision, they shall file a notice of this intent with the President and a copy of such notice with the CEO. The CEO shall forward, forthwith, a complete copy of the grievance record to the President. Within thirty (30) days of receipt of the notice required to initiate this step or of a brief, if the Association elects to so submit, the President shall review said grievance and issue a written decision. A brief must be submitted within ten (10) working days of the notice of appeal.

   Mediation. The parties may agree, as an alternate to step 4, to refer the matter to Grievance Mediation. A grievance mediator may be requested from the Commonwealth of Massachusetts Division of Labor Relations or the parties may agree on the choice of a neutral mediator. If after sixty (60) days the grievance is not settled, the Association may proceed to step 5 Arbitration. The costs of mediation shall be shared equally by the parties. All statements, documents, communications, and correspondence made during or concerning grievance mediation shall not be admissible at Arbitration. The parties understand the purpose of the prior sentence is to facilitate communications during mediation and not to prevent the introduction of otherwise admissible evidence at arbitration
E. **Step 5: Arbitration**
   Initiation of Arbitration: Within fifteen (15) working days of receipt of the step 4

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decision arbitration of a grievance may be initiated subject to and in accordance with the following provisions:

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

   Whenever the Association shall initiate arbitration of a grievance, the resolution of which has been previously sought by a member or members of the Association, then such member or members shall join in or shall be deemed to have joined in, as a party to said proceeding and shall be bound in all respects by the decision of the arbitrator to the same extent as the Employer and the Association.
2. The Association may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable prior steps of the grievance procedure, except as is otherwise provided in Article 26 hereof.
3. The Association shall initiate arbitration by giving written notice to the President and the CEO within the said fifteen (15) days that it intends to submit a grievance to arbitration.
4. The Association and the Employer and/or the appointing authority shall select an arbitrator from the following panel of arbitrators: Gary Altman, Timothy Buckalew, Richard Boulanger, Roberta Golick, and Joan Dolan. The arbitrators shall be used alternately. If the next in line cannot be available in a reasonable period of time, the next shall be selected.
5. The arbitrator shall convene a hearing on the issue presented by the Association giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days· notice to the parties of the scheduled hearing date.
6. The parties shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including their jurisdiction to inquire into any issue presented by the grievance and their authority to render an award, shall be governed solely by the provisions of this Article.

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

1. Whether the Association and an employee or group of employees sought resolution of the grievance through the applicable steps of this Article; such employee or group of employees has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;
2. Whether the complaint alleges an express breach of the contract;
3. Whether the arbitrator has jurisdiction to arbitrate;
4. Whether an express provision of this Agreement has been violated in its application to the grievant.

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

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

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

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arbitration.

SECTION 4. ASSOCIATION REPRESENTATION

Any member of the unit may initiate and pursue a grievance through the first four (4) steps of the grievance procedure without intervention by any agent of the exclusive representative, provided that the exclusive representative shall be afforded the opportunity to be present at any conference held and that any adjustment made shall not be inconsistent with the terms of this Agreement. Any employee may request that the Association represent them at any step of the grievance procedure. No other representation shall be permitted. The Association shall notify the immediate supervisor, the department head, the CEO, and the Chancellor, as the case may require, of the name and address of such Association representative at the time they are authorized to represent the grievant.

SECTION 5. WAIVER, ADMISSION AND TERMINATION

A. **Waiver** - Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any such failure to comply with any of the provisions of this Article, time shall be deemed to be of the essence and any failure of the grievant to comply with any of the time limits prescribed herein shall be deemed to be such failure to comply with the provisions of this Article; however, provided that the time limits prescribed herein may be extended in any specific instance by mutual written agreement of the parties. Failure of the Employer/University Administration to respond to any grievance, within the specified time limits of this Article, shall mean that the grievant(s) or the Association may take the grievance to the next level of the grievance procedure.

B. **Admission** - The resolution of a grievance by the immediate supervisor, intermediate supervisor, the department head, the CEO, the Chancellor, or any of their designees. as the case may be, shall not be deemed to be an admission by the Employer that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justifiable according to any applicable provisions of the laws of the Commonwealth.

C. **Termination** - If any party to this Agreement or any employee shall initiate any proceeding relating to a grievance in any administrative or judicial forum, or pursuant to any administrative procedure adopted from time to time by the Board of Trustees, while a proceeding relating to such grievance is pending under any provision of Section 3 of this Article, such Section 3 proceeding shall terminate as of the date of the initiation of such other proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.

D. **Grounds of Appeal** - The Employer and the Association shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150E, Section 8, and Chapter 150C, Sections 10, 11, and 12 of the General Laws.

SECTION 6. COLLATERAL CONSEQUENCES OF A GRIEVANCE

The fact that a grievance is alleged by a member of the bargaining unit, regardless of the ultimate disposition thereof, shall not be recorded in the official personnel file of such member; nor shall such fact be used in the making of any recommendation for the job placement of such member; nor shall such member or any other member or members who participate in any way in the grievance procedure be subjected to any action by the appointing authority whether disciplinary or otherwise, for having processed such grievance; however

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provided that nothing herein contained shall derogate or be deemed to derogate from the right of the appointing authority to take any action that might be authorized or required to be taken to give effect to the resolution of any grievance.

SECTION 7. APPLICATION

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

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ARTICLE 28
PERSONNEL RECORDS

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

An employee who wishes to have adverse material removed from their university personnel file may make a written request for such removal to the Labor Relations Administrator. In making a decision as to whether material will be removed, the Administrator shall consider the time which has elapsed since the material was placed in the employee's file, the employment record of that employee prior to and after the material was placed in the file, and the importance of the material to maintaining necessary information about an employee's University service. In the case of material that is more than two (2) years old, the decision of the Administrator shall be subject to review through the grievance arbitration procedure as to whether the decision not to remove material was arbitrary and capricious.

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ARTICLE 29
EMPLOYEE EVALUATION

SECTION 1.

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

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

SECTION 2.

A performance evaluation of all bargaining unit employees in a department (or major business unit, MBU) shall be completed annually during a sixty (60) day period selected by the Employer. This period should be made known to employees by the department head in writing at least thirty (30) days prior to the period; with exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of probationary service and within one (1) month prior to the completion of the probationary period. Employees that transferred into the department or MBU within three (3) months prior to the commencement of the evaluation cycle shall not be evaluated. For any bargaining unit position in which an employee's immediate supervisor is not a University employee, the employee's evaluation shall be independently reviewed by the employee's University-employed intermediate supervisor. Such evaluation will be recorded in writing on the form attached hereto, as Appendix A, and shall be made on the basis of the following criteria:

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

In an unusual case, where a department/MBU can demonstrate that an unforeseeable and significant circumstance has arisen that make it impossible for evaluations to be completed within the established sixty (60) day period, the department may be granted up to an additional thirty (30) days to complete all evaluations. If a supervisor requests an extension, in the limited circumstances described above, the University shall inform the Association and, if requested, a meeting will be held to review the need for such extension. This schedule for performing annual performance reviews shall be effective on January 1, 2006.

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SECTION 3.

A. To the extent possible, an employee who may be nearing a “Fails to Meet Expectations” rating shall be counseled by their supervisor at least three (3) months in advance of the final stage of the evaluation as to the specific areas that must be improved and what they must do to attain a “Meets Expectations” rating.
B. Each employee shall receive a written copy of their evaluation and shall be entitled to discuss the evaluation with their immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.
C. Upon receipt of a “Fails to Meet Expectations” evaluation, the employee shall receive a remedial plan on how to reach a “Meets Expectations” rating.

   The re-evaluation period shall be up to one hundred eighty (180) days in length. An employee may request to have their re-evaluation done at any time during the re-evaluation period with thirty (30) days’ notice to the supervisor to determine if a "Meets Expectations" rating has been achieved. If an employee receives a “Meets Expectations” evaluation during the re-evaluation period, they shall be eligible for the denied step and/or denied salary increase effective the first full payroll week after the date of receiving the “Meets Expectations” review.
D. An employee’s rating during the re-evaluation process shall not retard their anniversary date for step purposes.

SECTION 4.

The Assistant Vice Chancellor for Human Resources shall receive all evaluations from the immediate supervisors and shall retain such evaluations together with any recommendations made on the basis of any such evaluation and any evidence or materials submitted in support of such evaluation in the respective personnel file of each employee. Upon receipt of an employee’s evaluation, the Assistant Vice Chancellor for Human Resources or designee shall determine whether a rating of “Exceeds Expectations,” “Meets Expectations,” or “Fails to Meet Expectations” shall apply.

SECTION 5.

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

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

The total number of points shall then be divided by the number of categories rated

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(exclude not applicable). The result shall be the employee's point average for salary purposes. A point average of 2.0 or higher shall indicate the employee "Meets Expectations."

SECTION 6.

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

SECTION 7.

An employee may not grieve the substance of their evaluation, except where such evaluation results in a negative action. A negative action shall include denial of a pay raise or a step increase. Thirty (30) days after the execution of this Agreement, the Labor/Management Committee will meet to discuss alternative ways to appeal a negative evaluation.

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

SECTION 8.

Notwithstanding any language in this agreement to the contrary employees in this bargaining unit paid at or above grade 15 may have included in their job descriptions and may be required to evaluate employees they supervise.

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ARTICLE 30
LABOR/MANAGEMENT COMMITTEE

There shall be established a Committee at the University to be known as the Labor/ Management Committee. Such Committee shall be comprised of six (6) members: three (3) representing the campus administration and three (3) representing the Association. Such representatives shall respectively be appointed by the Chief Executive Officer of the campus and the Association. In addition, the Chief Executive Officer of the campus shall designate the chairperson for the local campus administration and the Association shall designate the chairperson for the Association. The purpose of said committee shall be to discuss matters of mutual concern to the campus and the Association and discussions shall include professional training and career ladders and the impact on employees of technological changes in the workplace. The Labor-Management Committee shall meet within sixty (60) days of the execution of this Agreement and shall meet every month, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the Association. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled committee meetings. The Committee is not intended to serve as a forum to bargain the contract nor hear grievances. USA/MTA may from time-to-time request meetings with specific Vice Chancellors to address matters which are pertinent to their executive area and are an appropriate subject for labor-management discussions as defined above. Such requests will not be unreasonably refused.

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ARTICLE 31
NO STRIKES/NO LOCKOUT

SECTION 1.
Neither the Association nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown, or withholding of services by employees.

SECTION 2.
The Association shall exert its best effort to prevent any violation of Section 1 of this Article and if such action does occur to exert its best effort to terminate it.

SECTION 3.
The Employer agrees not to engage in the lock-out of unit employees.

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ARTICLE 32
PARKING AND TRANSPORTATION

SECTION 1.

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

SECTION 2.

Employees who drive University vehicles or operate University equipment that requires a driver's license, such as a forklift, shall immediately report to their supervisor any change in license status, which would impact their ability to operate the vehicles or equipment they use in the performance of their University responsibilities.

The University shall immediately notify the Association and a Labor-Management Meeting shall be convened as soon as practicable to discuss the consequences to the employee.

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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 there under, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect and the Employer agrees to reopen negotiations on said issue(s). The provisions of this Article notwithstanding, the parties may, by mutual agreement upon the request of one (1) or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 34.

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ARTICLE 34
DURATION

This Agreement shall be for the three (3) year period from July 1, 2020, through June 30, 2023, and terms contained herein shall become effective on the date of its execution by the parties, unless otherwise specified. At the written request of either party, Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached. Nothing herein shall derogate from the legal rights and duties of the respective parties relative to matters that impact mandatory subjects of collective bargaining.

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SIGNATURE PAGE

For the University Staff Association

DocuSigned by:
Mary Malinowski
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DocuSigned by:
Sheila Gilmour
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2/12/2024
DATE

For the Board of Trustees of the University of Massachusetts

DocuSigned by:
Brian Harrington
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DocuSigned by:
Cynthia Miller
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DocuSigned by:
Cecile Chapdelaine
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Candace Berrena
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Alexcia Gayle
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kevin kerwood
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John Dunlap
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Martin Meehan
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APPENDIX A

UNIVERSITY OF MASSACHUSETTS AMHERST PERFORMANCE EVALUATION
FOR CLASSIFIED EMPLOYEES

CONFIDENTIAL

Evaluation Status: Name _____ Grade _____

_____ 3 month probationary State Title _____

_____ 5 month probationary Working Title _____

_____ Annual _____ (Year) Department _____

Anniversary Date in UMass Amherst Service _____

___ Other _____ Anniversary Date in Working Title _____

DEFINITION FOR RATING TO BE APPLIED Merit Points 4 *SUPERIOR: Accomplished all goals or performed all tasks and excels in a substantial manner. 3 ABOVE STANDARD: Performs all tasks above departmental standards. 2 GOOD: Average Performance; meets departmental standards. 1 *FAIR: Below average performance but improving and potentially acceptable. 0 *UNSATISFACTORY: Many goals unrealized or many tasks not performed. NOT APPLICABLE: Not applicable to job. *Specific examples must be cited in the space provided for comments	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
QUALITY AND QUANTITY OF WORK:						
A. Demonstrates knowledge of job						
B. Amount of work accomplished						
C. Performs work with accuracy						
D. Work is neat and presentable						
E. Work is thorough						
F. Organizes work appropriately						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

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	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
WORK HABITS:						
A. Is regular in attendance at work						
B. Observes established working hours						
C. Completes work on time						
D. Demonstrates the ability to work without immediate supervisors						
E. Complies with departmental and University policies						
F. Complies with instructions, rules and regulations, including health and safety procedures						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
WORK ATTITUDES:						
A. Endeavors to improve work techniques						
B. Accepts new ideas and procedures						
C. Accepts constructive criticism and suggestion						
D. Accepts responsibility						
E. Exercises judgment						
F. Adapts to emergency situations						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

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	Superior	Above Standard	Good	Fair	Unsatisfactory	Not Applicable
RELATIONSHIPS WITH OTHERS:						
A. Works well with co-workers						
B. Works well with the public						
C. Cooperates with supervisors and other staff members						
D. Observes established channels of communication						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						
SUPERVISORY ABILITY (where applicable):						
A. Demonstrates leadership ability						
B. Makes timely decisions						
C. Is fair and impartial in relationship with subordinates						
D. Trains and instructs subordinates						
E. Maintains acceptable performance standards among employees						
SUPERVISOR'S COMMENTS:						
EMPLOYEE'S COMMENTS:						

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COMMENTS OF DEPARTMENTAL SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendation:

_____ Retention (probationary)

_____ Dismissal (probationary)

_____ No Action Required

_____ Other _____

_____
Signature and Title

_____
Date

COMMENTS OF EMPLOYEE:

_____
Date of Discussion with Supervisor

_____
Signature of Employee Being Evaluated (Does Not Imply Agreement or Disagreement with Evaluation)

COMMENTS OF INTERMEDIATE SUPERVISOR AND/OR INSTITUTIONAL PERSONNEL OFFICER WHO REVIEWED THIS EVALUATION:

For purposes of granting In-service Recognition/Merit Awards, the following shall be completed:

Exceeds Expectations Meets Expectations Fails to Meet Expectations

Recommendation:

_____ Retention (probationary)
_____ Dismissal (probationary)
_____ No Action Required
_____ Other _____
_____ Point Average for Merit Purposes

_____
Signature and Title

COMMENTS OF EMPLOYEE:

I have read the comments of my supervisor and intermediate supervisor.

_____
Signature of Employee

_____
Date

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APPENDIX B
TEMPORARY WORK ASSIGNMENT FORM

This form must be completed by an employee who has been assigned by their immediate supervisor to perform the duties of a higher rated position.

This form must be completed and submitted to your immediate supervisor no later than the tenth (10th) day of your performance of the higher rated position's duties.

_____
Name of Employee

_____ _____
Employee Number Title of Present Position

_____ _____
Title and Grade of Higher Rated Position Previous Incumbent Position

_____ _____
Effective Date of Assignment Estimated Duration of Assignment

_____
Reasons for Assignment

_____ _____
Signature of Employee Date of Signature

_____ _____
Name and Signature of Immediate Supervisor Date of Signature

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

Approval _____ Disapproval (Reasons) _____

_____
Name and Signature of Manager of Total Compensation

cc: Employee
Immediate Supervisor

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APPENDIX C
REQUEST TO APPEAL CLASSIFICATION OF TRUST- FUNDED POSITION

Manager of Total Compensation
Division of Human Resources
Whitmore Administration
University of Massachusetts

Dear Manager of Total Compensation:

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

I am requesting that my position be changed from:

Title: _____ to Title: _____

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

Sincerely yours,

_____
Name

_____
Department

_____
Home Address

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REQUEST TO APPEAL CLASSIFICATION OF TRUST-FUNDED POSITION

(PLEASE PRINT OR TYPE)

NAME _____

PRESENT NAME _____ GRADE _____

REQUESTED TITLE _____ GRADE _____

DEPARTMENT _____ UNIT _____

DATE OF HIRE IN CURRENT POSITION _____

IMMEDIATE SUPERVISOR'S NAME _____

IMMEDIATE SUPERVISOR'S TITLE _____

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

CHANGES IN DUTIES AND RESPONSIBILITIES SINCE ASSUMING CURRENT POSITION:

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

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APPENDIX D
MTA/USA BARGAINING UNIT TITLES

Title	***Grade***
Accommodations Clerk I, U of M	08
Accommodations Clerk II, U of M	10
Accommodations Services Night Manager, U of M	12
Accountant I	15
Accountant II	16
Accountant Ill	18
Administrative Assistant 1	15/16*
Assistant Manager U of M	15
Assistant to Farm Supt U of M	14
Audio Visual Equip Tech I	14
Audio Visual Equip Tech II	16
Bacteriologist I	17
Bacteriologist II	19
Bacteriologist III	21
Bookkeeper I	09
Bookkeeper II	12
Buyer I	15
Chemist I	18
Clerk I	06
Clerk II	08
Clerk III	11
Clerk IV	13
Clerk V	15
Design Illustrator	16
EDP Entry Operator I	07
EDP Entry Operator II	10
EDP Entry Operator III	12
EDP Programmer I	14
EDP Programmer II	16/17
EDP Programmer III	18/19
EDP Systems Analyst I	18
EDP Systems Analyst II	20
EDP Systems Analyst III	22
Electronic Computer Operator I	14
Electronic Computer Operator II	17
Electronics Technician I	14
Electronics Technician II	16
Extension Technician	08
Farm Superintendent, U of M	16
Games Manager, U of M	11
Graphic Arts Technician I	14
Housing Operations Assistant, U of M	13
Laboratory Assistant	07
Laboratory Technician I	14

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Librarian I	16
Library Assistant I	10
Library Assistant II	12
Library Assistant III	14
Mail Clerk II	11
Mail Clerk III	13
Medical Assistant	10
Medical Secretary, U of M	09
Nursing Assistant I	09
Nursing Assistant II	11
Nutrition Aide, U of M	09
Offset Duplicating Machine Operate I	11
Offset Duplicating Machine Operate II	13
Photo Technician I	11
Program Coordinator I	17
Receiving Teller I	13
Receiving Teller II	14
Reproduction Services Supervisor	17
Research Assistant	10
Research Associate	13
Sales Clerk I, U of M	06
Sales Clerk II, U of M	08
Sales Clerk III	10
Statistical Clerk I	10
Stenographer II	10
Supervisor of Accommodation Services, U of M	12
Technical Assistant I	11
Technical Assistant II	13
Technical Assistant III (Educ)	15
Technical Specialist I, U of M	14
Technical Specialist II, U of M	16
Telephone Operator I	07
Telephone Operator II	10
Typist I	07
Typist II	09
X-Ray Technician I	13

**** Incumbent as of 9/27/86 only***

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APPENDIX E

University of Massachusetts - University Staff Association/MTA/NEA

GRIEVANCE STEP ONE

Immediate Supervisor

Submit by Email

Grievance Form #1

Must be filed within 30 days of occurrence of grievance.

Date Filed

District #:

Year:

To: Immediate Supervisor:

Address:

Regarding Unit Employee

Last Name | First Name | MI | Title

Location/Work Area:

Date of Alleged Contract Violation

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

Specific Contract Provisions Alleged to be Violated:

Remedy Requested:

Union Representative of Record

Unit Employee Signature

Home Address

Telephone Number

cc: USA/MTA President
MTA Consultant
Grievance Officer
Chief Steward
Steward

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APPENDIX F
Memorandum of Agreement July 1, 1995 – June 30, 1998

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

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

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

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

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

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

For the University:	For the Association:
_____	_____
_____	_____
_____	_____
Date: _____	Date: _____

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APPENDIX G
MEMORANDUM OF UNDERSTANDING

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

1. The University and the Association agree that all employees will have their net salary checks electronically forwarded to an account or accounts selected by the employee.
2. In the extraordinary event that the Association alleges that an employee cannot comply with the agreement relative to transfer due to severe hardship such as inability to access a bank or financial institution during off hours or there is no ATM available within a reasonable geographic distance from an employees' work site or home, the Association shall petition the University Division of Human Resource for a Direct Deposit Special Exemption.
3. The University Division of Human Resource shall review the request for Direct Deposit Special Exemption and will notify the Association of its finding.
4. The parties agree that no other appeal may be commenced by the employee or the Association relative to the Direct Deposit Special Exemption and, further, that the terms of this Memorandum are not grievable and are not arbitrable.

For the University:

_____

_____

_____

Date: _____

For the Association:

_____

_____

_____

Date: _____

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SIDE LETTERS

Side Letter 1: Reopener Clause

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

Side Letter 2: Administrative Computing and Payroll System

The parties acknowledge that the Employer will be implementing new administrative computing and payroll systems. To ensure that the changes required by these systems are introduced and implemented in the most effective manner, the Association agrees to accept the Employer's implementation and changes to business practices, procedures, and functions as are necessary to achieve such implementation (e.g. the change from a weekly to biweekly payroll system). The Employer and the Association will establish a Special Labor Management Committee made up of an equal number of Association representatives and Employer representatives. This committee shall be the sole forum for the parties to discuss any issues of impact to the bargaining unit arising from the implementation of the systems. The parties will reopen negotiations subject prior to implementing any change which has the effect of reducing a unit member’s pay in any fiscal year.

Side Letter 3: Parking

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

Side Letter 4: Floating Holidays

The Association agrees that should the Amherst Campus adopt a campus wide policy of no longer awarding either Bunker Hill Day or Evacuation day or both days as floating holidays and replacing those floating holidays by either a new holiday on the day after Thanksgiving and/or a ½ day before Christmas and a ½ day before New Year's Day, such policy shall not be considered a violation of the USA/MTA Collective Bargaining Agreement nor will the Association seek to bargain over such implementation should it occur during the life of this Agreement. In no event, will either of the above referenced days be eliminated as floating holidays unless an equal amount of holiday time, as described above is, provided for employees.

Side Letter 5: Classification Study

The Employer and the Union agree to continue to take all necessary steps toward review and development of a classification plan for members of the University Staff Association. The joint labor-management committee, to be chaired by the Manager of Total Compensation, will be comprised of three (3) unit members selected by the Union and three (3) non-unit members selected by the University. Attendance at committee meetings will be on Employer-paid time. The committee will serve as the sole forum for issues and concerns

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identified by members in regards to the classification.

Side Letter 6: Job Essential Functions Review

During the life of this Agreement, the Association acknowledges and agrees that an essential functions review of unit positions may occur. The Association shall be given advance notice of such review and a joint labor-management team, created of three (3) members from each party to the agreement, serves as the sole form to refer issues and concerns raised by unit members about such review. The University agrees to meet all legal bargaining requirements as it is made aware of them and agrees it has such an obligation concerning this process.

Side Letter 7: Vacancies

During the life of this Agreement, if the Employer determines it can implement a system using either e-mail or web based processes to allow employees to efficiently indicate their desire to have their name forwarded to particular positions, they shall notify the Association. A meeting shall be scheduled within thirty (30) days of such notice. After such meeting, the process may be implemented and only the names of those showing interest shall be forwarded for consideration in job vacancies.

Side Letter 8: Retroactive Payments

The Employer will, within sixty (60) days of the President of the University signing this Collective Bargaining Agreement, make available a sum of ninety thousand ($90,000.00) dollars which shall be paid out in accord with this agreement. Moreover, it is understood that this payment resolves fully and completely SUP 4980-02 and any other related issues. All further funding of any payments related to wage reopener contained in the Collective Bargaining Agreement covering the term June 30, 1995, through June 30, 1998, shall be resolved through legislative appropriation only. These funds shall be divided as follows:

1. The sum of ninety thousand ($90.000) shall be divided by the number of full- time equivalent employees in the bargaining unit represented by the University Staff Association/Massachusetts Teachers Association at the end of the first payroll period following the date of the President of the University signing this Collective Bargaining Agreement.
2. At such time as any retroactive wage increase resulting from this Collective Bargaining Agreement are paid at or any time prior to that time, this fund shall be paid out prorated to all employees in the unit and on payroll on the date of payment, on the basis of what percentage of full time their service represents.
3. This payment shall be paid as a lump sum bonus subject only to tax withholdings to all persons on the payroll described above.

Side Letter 9: Cell Phone Policy

If a cell phone or other electronic communication device is offered to an employee to facilitate his or her job, but is not required as part of the job, then the employee will be given the ability to opt out of using the device, in addition to the campus option listed below. Employees, who are required to use a cell phone, shall have that requirement added to their job description. Employees may be required to use an alternative communications device such as a beeper, when departmental needs require that an employee be contacted immediately.

Amherst Campus: If an employee is required by their supervisor to use a cell phone or other electronic communication device as part of their job, they shall be allowed to choose one of the following:

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1. The employee may certify that the device will have personal use and the full value of the plan cost will be assessed as taxable income to the employee.
2. The employee may certify that the device will only be used for business purposes, in which case the value of the device will not be taxed.

Side Letter 10: Compress Salary Schedule

The Parties agree to engage in Labor Management discussions to develop a plan for compressing the salary schedule to seven (7) steps.

Side Letter 11: Discuss Drug and Alcohol Testing

During the life of this agreement, a multi-union committee (USA and PSU Unit B), will meet and discuss drug and alcohol testing language with a goal of reaching an agreement on such language for inclusion in the contract, taking effect July 1, 2014.

Side Letter 12: Presidential Grade

The Association president shall be paid at the rate equivalent to a grade 18 position as provided in this agreement inclusive of benefits. The provision shall take effect as of the first pay period in July 2014. Upon vacating the position and returning to the work force, the former President shall revert to their prior rate or the rate of the job they enter at that time except service credit shall be given for their period as President.

Side Letter 13: Sick and Vacation Leave Review

The parties agree that not more than ninety (90) days after funding of this agreement a joint labor-management committee shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system for employees in the bargaining unit. For the duration of the agreement, a 120-day cap shall be placed on the accrual of sick leave for employees hired on or after July 1, 2018. For the duration of the agreement, the current vacation-leave terms will remain unchanged. If the committee fails to reach mutual agreement on a replacement system, the sick-leave and vacation-leave systems contained in the contract covering July 1, 2012, to June 30, 2014, will continue without any additional accrual limits.

Side Letter 14: Employee Evaluation Review

The parties agree that not more than ninety (90) days after funding of this agreement a joint labor-management committee shall be formed with the authority to research, design, and bargain, and implement improvements to the Employee Evaluation form and process. If the committee fails to mutually agree to a replacement system, the 2012-2014 language shall remain in effect.

Side Letter 15: Sick Leave Bank Review

The parties agree that not more than ninety (90) days after funding of this agreement a joint labor-management committee shall be formed to review, revise and adopt by mutual agreement any changes in the sick leave bank that may be proposed by the sick leave bank committee members.

Side Letter 16: Job Titles

Within ninety (90) days of the signing of this contract by the President of the University or his designee the parties shall convene a labor-management committee consisting of up to 5 representatives from each party to the contract to discuss updating and adding titles to the list of titles contained in Appendix D of this agreement.

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Side Letter 17: Dues Deduction

Within ninety (90) days of the President of the University signing this agreement the parties shall convene a joint labor-management committee to explore the feasibility in implementing on line dues/agency service fee deduction authorization including e-signing.

Side Letter 18: Workplace Climate and Bullying

The employer and union shall work to eliminate workplace bullying between coworkers and employees and supervisors at the University through training and prevention. Bargaining unit members shall have access to an impartial Workplace Bullying Grievance Procedure as determined by the UMass Committee on Workplace Climate and Bullying (or its successor), which includes representatives from the USA and other campus unions.

Side Letter 19: Childcare

Within 90 days of the execution of this agreement, a labor-management committee shall be established to include all campus unions who wish to participate and relevant administrative officials, to investigate childcare options for staff, faculty, and students, and make formal recommendations to the parties.

Side Letter 20: Inclusive Language

A labor-management committee, consisting of equal numbers of administration and union representatives, shall convene within 60 calendar days of the execution of this agreement. The committee's tasks and authority shall be limited to identifying and revising the language of the contract in order to make the language inclusive of all gender identities and disabilities, replacing any other non-inclusive language, and developing a contract appendix which provides a guide to use of inclusive terms. The committee may not change any other aspects of the contract. The Committee shall have six months to reach agreement on any changes. Once an agreement is reached on revised language and the appendix, a revised contract will be issued.

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Schedule of Salary Rates, Effective July __, 2020

Schedule of Salary Rates Effective July 9, 2017

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Schedule of Salary Rates, Effective July __, 2021

Schedule of Salary Rates Effective July __, 2021

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Schedule of Salary Rates, Effective July __, 2022

Schedule of Salary Rates Effective July __, 2022