

Agreement Between

**The University of
Massachusetts, Amherst**

and

**Professional Staff Union /
Massachusetts Teachers
Association / NEA
Unit B (Non-Exempt Supervisory Unit)**

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Preamble

This Agreement entered into by the University of Massachusetts, Amherst, hereinafter referred to as the Employer, and the Professional Staff Union/Massachusetts Teachers Association/NEA, hereinafter referred to as the Union, will set forth procedures for the equitable resolution of grievances, the terms of employment with respect to wages and working conditions, and means by which the parties may consult periodically on mutually perceived problems and has as its purpose the promotion of harmonious relations between the Employer and the Union. All parties are committed to the creation and maintenance of a work environment where employees and supervisors treat each other with dignity, respect, and civility.

Definitions

1. **Board** – The term “Board” shall mean the Board of Trustees of the University of Massachusetts.
2. **Chief Executive Officer (CEO)** – The term “Chief Executive Officer,” hereinafter in this Agreement as “CEO,” shall mean the Chancellor of the University of Massachusetts at Amherst, or his/her designee.
3. **Chief Executive Officer Designee** – shall be the Employee/Labor Relations Administrator or his/her designee.
4. **Day** – Except as is otherwise provided in this Agreement, the term “day” shall mean a calendar day inclusive of any Saturday, Sunday, skeleton day, or holiday.
5. **Domestic Partner** – A person of the same sex with whom the unit member has a committed relationship, which involves a personal and economic bond.
6. **Employer** – The term “Employer” shall mean the University of Massachusetts Amherst.
7. **Immediate Supervisor** – The term “Immediate Supervisor” shall mean the immediate work supervisor, designated by the CEO or designee, who may or may not be a unit member.
8. **Institutional Personnel Officer** – shall be Manager of Total Compensation / Assistant Vice Chancellor for Human Resources or designee.
9. **Seniority** – Except as is otherwise provided in this Agreement, the term “seniority” shall be defined as a length of continuous full-time equivalent service as a full-time or regular part-time employee, regardless of source of funds, since the last date of hire by the University.
10. **Tour of Duty** – The term “Tour of Duty” shall mean that period of time regularly assigned to an employee as his/her regular daily work period.
11. **Union** – The term “Union” shall mean Professional Staff Union Non-Exempt Supervisors Unit B/MTA/NEA.
12. **Workweek** – The term “Workweek” shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.

Article 1

Recognition

Section 1.1

The Employer/University Administration agrees to voluntarily recognize, after posting as required by law and regulation, the Union as the exclusive representative for purposes of bargaining for all matters pertaining to wages, hours, standards of productivity and performance and other terms or conditions of employment for full-time and regular part-time non-exempt supervisory bargaining unit members employed at the University of Massachusetts, Amherst Campus.

The unit includes the following working job titles:

<u>Job Title</u>	<u>Grade</u>
Assistant Manager	15
Assistant Food Manager	15
Chief Planner & Estimator	18
Control System Specialist	16
Custodial Area Supervisor	16
Farm Superintendent	16
Head Baker	13
Head of Grounds Service Section	16
Institutional Maintenance Foreman	18
Institutional Security Officer III	13
Maintenance Working Foreman	14
Motor Equipment Mechanic IV	16
Parking Control Officer III	12
Storekeeper III	13
Supervisor of Janitors	14

Supervisor of Accom. Services	12
Technical Assistant III (Educ.)	15
Technical Specialist II	16

Job grades are listed as reference, and are subject to bargaining and other changes as appropriate and agreed to by both parties.

The unit shall exclude all professionals, faculty members, librarians I-V, all other non-exempt employees, all managerial employees, all exempt employees employed in a confidential capacity, all casual and temporary employees and all other employees. Also, excluded shall be persons in included titles who prior to January 1, 1999 occupied those titles and were covered by a Collective Bargaining Agreement.

Section 1.2

In the event of the creation of new personnel classification(s), the Employer shall notify the Union within sixty (60) calendar days of the creation of the new personnel classification(s) and the Employer shall inform the Union of the Employer's determination of the inclusion or exclusion of the position(s) in/from the bargaining unit. If the Union disagrees with the Employer's determination, the disagreement shall be submitted by the Union to the Massachusetts Labor Relations Commission within one hundred eighty (180) calendar days of the notification by the Employer of the new classification(s) for resolution of the matter.

Section 1.3

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

Article 2

Union Rights

Section 2.1 Union Representatives

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

Section 2.2 Union Stewards and Grievances

Union stewards shall have reasonable time off without loss of wages, benefits, or privileges for the investigation and processing of grievances and arbitrations. Union stewards shall provide as much notice as feasible under the circumstances for the use of such time. Grievants shall be permitted to have time off without loss of wages, benefits, and other privileges for processing their grievances through the contractual grievance procedure. Witnesses called by the Union to testify at a Step 3 hearing or in an arbitration proceeding (Step 4) may be granted time off without loss of wages, benefits, and other privileges. Requests for time off shall not be unreasonably denied. Adequate notice shall be given for such "released time" as provided above.

Section 2.3 Union Business

In order to enable the Union to better discharge its duties and responsibilities as the exclusive bargaining agent, the Employer shall grant release time without loss of wages, benefits, or other privileges to bargaining unit members with the following conditions:

- A. Release time must be requested by the President of the Amherst chapter, by the grievance secretary of the Amherst chapter, or by the chief officer of the Union, or by the field representative or other official of the Union. Requests must indicate the names of the employee(s), the date and times requested, and the purpose for which the time will be used.
- B. Requests for release time will require the prior approval of the employee's supervisor. Requests for release time must be made five (5) days in advance. Such requests shall not be unreasonably denied.
- C. The Union will seek to minimize the use of release time requested and used and understands that all release time requests are subject to approval by their supervisors.

Section 2.4 Union Provision of Steward List

The Union will furnish the Employer with a list of Union officers and stewards on an annual basis with updates as needed.

Section 2.5 Use of Premises

The Union shall be permitted to use such facilities of the Employer for the transaction of Union business as have been used in the past for such purposes.

Section 2.6 Campus Mail

The Union shall be permitted the continued right to utilize the intra-campus mail system for official Union communication, including the use of electronic mail.

Section 2.7 Bulletin Boards

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

Section 2.8 Employer Provision of Information

- A. The Employer shall furnish the Union with the following information:
1. Upon execution of this Agreement and on every April 1 and every October 1, a list of all bargaining unit members, with their classification titles, rates of pay, department or program, and/or grant or contract;
 2. On a monthly basis, a list of all new employees in the bargaining unit, their date of employment and classification, and with the department in which they work;
 3. On a monthly basis, a list of all bargaining unit members who have been terminated;
 4. A list of bargaining unit employees who withdrew check-off authorizations within two (2) months of such withdrawal;
 5. On a monthly basis, a list of all bargaining unit employees who are off payroll for any reason the week of deduction;
 6. On a bi-annual basis, a copy of that portion of the EEO-6 Form that covers bargaining unit members.
- B. In accordance with applicable state statutes, but limited to matters reasonably related to the exclusive representative status of the Union, the Employer shall make available to the Union, upon its written request and within a reasonable time thereafter, official statistics, information, records, budget data, and financial data necessary for negotiations and/or the implementation of this Agreement. Such information shall be provided if it is kept or can be compiled from existing records without significant effort.
- C. Since the home addresses, personal email addresses, and personal telephone numbers of members of the bargaining unit are exempt from the public

disclosure requirements of the Public Records Laws, G.L. c. 4, 7(26)(o), in response to any such requests, the Employer shall not disclose to any person, business, organization or other entity other than as explicitly authorized in that sub-section of the law. If the Employer receives a request for the personal contact information of bargaining unit members from any third party, the Employer will refuse to turn over this information and will provide the union with notice of the request within five (5) days.

Article 3

Non-Discrimination

Section 3.1 Affirmative Action

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

Section 3.2 Non-Discrimination

The Employer and the Union agree that there shall be no discrimination or reprisals of any kind, subtle or overt, against any bargaining unit member because of his/her membership or non-membership in the Union or participation or non-participation in Union activities.

Section 3.3 Non-Discrimination

The Employer/University Administration and the Union agree not to discriminate, in any way in violation of applicable law, against bargaining unit members covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, marital status, political belief or affiliation, membership or non-membership in any organization, veteran status, sexual orientation, or mental or physical handicap. The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, religion, creed, color, national origin, sex, age, veteran status, sexual orientation, or mental or physical handicap.

Section 3.4 Sexual Harassment

The Employer and the Union recognize and agree that no bargaining unit member shall be subjected to sexual harassment. The parties further take the position that sexual harassment is an illegal practice, which should not be condoned. The Employer and the Union agree that sexual harassment is a serious matter which, if substantiated, demands severe punishment up to and including termination consistent with Article 21.

Article 4

Union Security

Section 4.1

The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each bargaining unit member.

Section 4.2

A bargaining unit member may consent, in writing, to the authorization of the deduction of Union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the bargaining unit member. Electronic forms with electronic signatures shall be accepted by the Employer/University Administration. A bargaining unit member may withdraw his/her Union dues check-off authorization by giving at least sixty (60) calendar day's notice in writing to the Division of Human Resources and the treasurer of the Union. The Employer/University Administration shall forward any such notice to the Union President within five (5) days of receipt.

Section 4.3

The Employer shall deduct dues from the pay of bargaining unit members who request such deduction in accordance with this Article and transmit such funds to the treasurer of the Union together with a list of those whose dues are transmitted within thirty (30) calendar days after the last day of the month in which the deduction is made, provided that the Employer is satisfied by such evidence as it may require that the treasurer of the Union has given a bond, in a form approved by the Employer, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer.

Section 4.4

In the event of an administrative error in the authorized deduction of Union dues from a bargaining unit member's wages, the parties shall meet to attempt to correct the error in an expeditious manner. This provision is not subject to the Grievance and Arbitration Procedure contained herein.

Section 4.5

The treasurer of the Union shall submit and certify to the Employer the amount of Union dues, upon signing of the collective bargaining agreement, and shall notify the Employer, in writing, of any changes in that amount at least thirty (30) calendar days in advance of the effective date of the change.

Section 4.6

The Union will indemnify and hold the Employer harmless from any and all claims, demands, liability, costs, or damages arising from or related to this Article.

Section 4.7

An employee may consent, in writing, to the authorization of the deduction of a political education fund fee from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing. The Employer shall deduct such political education fund fee from the pay of the employees who request such deduction and shall transmit deductions monthly to the treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

Article 5

Agency Service Fee

This Article has been deleted.

Article 6

Management Rights

Section 6.1

The Union and the Employer agree that the provisions of this Agreement shall be limited to those conditions of employment covered by this Agreement. The parties agree further that, aside from the limitations set forth in this Agreement, the University is not constrained in the management of its operations, including but not limited to the determination of the standards of service to be provided and standards of productivity and performance of its employees; the right to determine the size and composition of the work force; to determine educational and work standards; to decide the location and number of its offices, administrative buildings, residence halls, facilities, and physical plant; to determine the quantity and type of equipment to be used in its operation; the speed of such equipment and the manning requirements of such equipment or any job; to determine the content of job classification; to promulgate reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote, and discharge employees; to contract out work; to control and determine the state of products which may be used by employees; to restructure and combine jobs or to organize work teams or groups as it determines the operational needs of the organization warrant; to determine the time for work, staffing pattern, and work area; to determine the method and place of performing work including the right to determine that the University's work force shall not perform certain work; to transfer employees from one administrative area to another; to schedule work, shifts, and work breaks; to determine the method of performing work including the introduction of improved methods and facilities; to determine whether such work shall be performed by bargaining unit employees or others; to fix standards of quality and quantity for work to be done; to determine whether any part of the whole of its operations shall continue to operate; to establish, to change, or abolish any service; to maintain order and efficiency in its facilities and operations; to determine the duties of employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees; to promote employees; to upgrade, allocate, reallocate, or classify employees; to determine the starting and quitting time; to require overtime; and all other rights and prerogatives including those exercised unilaterally in the past, subject to such regulations and restrictions governing the exercise of these rights as expressly provided in this Agreement, statute or law. Any management right set out in this Article shall be subject to the Grievance and Arbitration provisions herein. Notwithstanding management's right to manage its operations, all other articles of this Agreement are subject to the grievance and arbitration provisions herein except as specifically excluded.

Article 7

Workweek And Work Schedule

Section 7.1 Definitions

- A. Work Assignment – The work assigned to bargaining unit members by their supervisor.
- B. Shift – The hours of work of an employee. A second shift commences at 1:00 PM or after and ends no later than 2:00 AM. A third shift commences at 9:00 PM or after and normally ends no later than 9:00 AM, except those shifts beginning at 3:00 AM or 4:00 AM, particularly in the bakeshop shall be considered third shifts.
- C. Work Location - The major work areas of the departments and employees covered by this Agreement.
- D. The following areas shall constitute work locations for employees covered by this agreement.
 - 1. Physical Plant
 - a. Alterations Dept.
 - b. Building Maintenance Dept.
 - c. Grounds Management Dept. (includes Landscape Mgmt.& Custodial Srvs.)
 - d. Utilities and Engineering Dept.
 - 2. Residential Life
 - 3. Auxiliary Services
 - a. Bakery
 - b. Campus Center
 - c. Dining Services
 - d. Snack Bars and Munchies
 - 4. Transportation Services Dept.
 - a. Parking Services
 - b. Transit Services

5. University Police Department

6. University Health Services

a. Campus Distribution Services

In other areas, each division is a work location. New work locations may be created during the term of this agreement upon thirty (30) days' notice to the Union subject to impact bargaining if requested.

E. Transfer - A movement of an employee between work locations.

Section 7.2 Assignment

Management has the right to assign work to those employees who report to each work location. Employees who wish a new or different assignment shall notify their supervisor annually of such interest. Consideration shall be given to such requests in making assignment. In unusual circumstances and emergencies, employees may have work assigned in other work locations, without notice.

Section 7.3 Shift Choice

Whenever the Employer determines that a change in the number on a shift is needed or a vacancy arises on a shift due to transfer or promotion, shift choice shall be awarded in order of seniority with first preference for the shift going to the senior employee within the work location. No employee shall be involuntarily moved between shifts except for cause and with twelve (12) working days notice except in cases of emergency and otherwise in accordance with section 5 herein. These same provisions shall apply to changes in days off.

Section 7.4 Voluntary Transfer

Employees may apply for voluntary transfer in the same title outside their work location. Employees wishing to transfer to another work location may apply on a form provided by the Employer. The employee shall deliver that form to the department head of the work location. Such forms shall be retained to the end of the calendar year following their delivery. Applications for transfer shall be considered prior to the posting of vacancies. Applications for voluntary transfers shall be considered in order of campus seniority. Where practicable, the employee with greater seniority shall be assigned to the position. Campus seniority shall be subject to bypass for just cause and reasons for denial, if requested, shall be given in writing.

Section 7.5 Involuntary Transfer

A. In an involuntary transfer, made to adjust the number of employees on shifts or due to changes in workload, volunteers will be sought first. If there are no volunteers, such transfers shall be made in reverse order of seniority and otherwise in accordance with section 6.B.1. Employees who are involuntarily transferred in this way shall file a voluntary transfer form with the department head in order to

preserve their right of return to their original location in priority over others regardless of seniority.

- B. Where the operational or personnel needs are best served in management's determination by the transfer of a specific employee from one work location to another within a department such transfer may be made for cause.

Section 7.6 Scheduled Hours, Workweek, Workday

- A. Except as otherwise specified in this Agreement, the regular hours of work for full-time employees shall be forty (40) hours per week including meal periods as has been established for that job title at the particular job location.
- B. When the Chancellor desires to change the regular work schedule of an employee, the affected employee shall receive at least twelve (12) working day's written notice of such contemplated change, except in cases of emergency involving the protection of the property of the Employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the Employer. The work schedule of an employee shall not be changed to avoid the payment of overtime of five (5) days or less. Where practicable, assignments in shift, days off, or work location with no change in job title and no change in grade, shall be filled by qualified volunteers in order of seniority. If there are no volunteers, assignments shall be made in inverse order of seniority with the affected employee having priority to return to the original shift, days off, or work location.
- C. Each employee shall be required to record his attendance in accordance with procedures, which may be established in writing from time to time by the Chancellor. Thirty (30) days prior to any change in the existing method of recording attendance, the Chancellor will notify the Union of such change and will meet and confer with the Union to discuss such change.
- D. Employees wishing to swap their days off in a given week may do so by mutual agreement of the employees involved with the consent of their supervisor and the approval of the Institutional Personnel Officer or designee.
- E. In the event an employee reports to his/her place of work at his/her regularly scheduled time, he/she shall not be sent home if his/her tour of duty was rescheduled without a twenty (24) hour notice; he/she shall be allowed to work the regularly scheduled tour of duty.

Section 7.7 Overtime

- A. An employee shall be compensated at the rate of time and one-half his/her regular rate of pay for authorized overtime work performed in excess of eight (8) hours per day or forty (40) hours per week of actual work, excluding paid sick and family sick leave.

- B. An employee whose regular work week is less than forty (40) hours shall be compensated at his/her regular rate for up to forty (40) hours of actual work, excluding paid sick and family sick leave per week that is in excess of his/her regular workweek.
- C. An employee shall be compensated at the rate of time and one-half his/her regular hourly rate of pay for authorized overtime work performed in excess of eight (8) hours of actual work excluding paid sick leave and family sick leave in his/her 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 his/her regular hourly rate of pay for authorized overtime work performed in excess of his/her regular workday.
- D. The Chancellor shall not, for the purpose of avoiding overtime, curtail or modify the scheduled hours of an employee during the remainder of the workweek in which the employee has previously worked hours beyond his/her normally scheduled workday.
- E. With the exception of paid sick and family sick time, all time for which an employee is on paid leave status shall be considered actual time worked for the purpose of calculating overtime. 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 (with medical evidence provided per Article 8, Section 1, Subsection F, items 1-4). (See Appendix B)
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 matter as mandatory overtime and substituting time.
- F. There shall be no duplication or pyramiding of the premium pay for overtime work provided for in this Agreement.
- G. Overtime shall be distributed as equitably and impartially as practicable among employees in each department who ordinarily perform such work in the normal course of their workweek. Department heads and Union representatives in each department shall work out procedures for implementing this policy of distributing overtime work. The Chancellor shall approve such policies.
- H. The Chancellor shall make every effort to send out checks for overtime work no later than the first payroll period following the payroll period of the overtime work, but in no event later than the second payroll period thereafter.
- I. Overtime worked by members of the bargaining unit shall be posted or made available on a monthly basis.
- J. An employee may not refuse to perform compulsory overtime except for reasons acceptable to the Chancellor when the Chancellor determines that the work must be

performed on an overtime period or involves the protection of persons or property of the Employer. In these cases, the Chancellor will order in an employee to perform such work in the order of inverse seniority. Failure on the part of an employee to work an overtime assignment as described above without such reason shall be wrongful and may result in the imposition of disciplinary measures.

- K. The provisions of this section shall not apply to employees on full travel status.
- L. For each three and one-half (3 ½) hours of overtime an employee shall be entitled to a one-half (½) hour paid time or meal break.

Section 7.8 Regular Meals

A meal period shall be scheduled as close to the middle of the shift as possible considering the needs of the Employer and the needs of the employee. Such meal break shall be taken at a location which permits the bargaining unit member to return promptly to the work site and shall not exceed thirty (30) minutes in length. Such meal breaks will normally be taken on campus, unless a bargaining unit member receives permission to leave.

Section 7.9 Rest Periods

Rest period of a maximum of fifteen (15) minutes shall be given to employees in each one-half (1/2) tour of duty. Rest breaks shall be taken at a location permitting a supervisor to return promptly to the worksite.

Section 7.10 Call-Back

An employee who has left his/her place of employment after having completed work on his/her regular tour of duty and is called back to work prior to the commencement of his/her next scheduled tour of duty shall receive a minimum of four (4) hours pay at his/her regular hourly overtime rate. This section shall not apply to any employee who reports to work prior to the start of his shift and continues to work through the beginning of his/her shift.

Section 7.11 Stand By

- A. An employee who is ordered by the department head to be available on a stand-by basis to report to duty when necessary shall be reimbursed at a rate of not less than thirty (\$30.00) dollars for such stand-by period.
- B. The stand-by period shall be fifteen (15) hours in duration for any night stand-by duty and shall be nine (9) hours in duration for any daytime stand-by.
- C. Stand-by duty shall mean that a department head has ordered any employee to be immediately available for duty upon receipt of a message to report to work. An employee placed on stand-by by his supervisor shall make arrangements to receive messages directing their return to work.

Section 7.12

- A. In the event that classes and other activities are cancelled due to adverse weather or hazardous conditions (those which adversely affect the health and safety of employees in the university environment) only personnel designated as essential will be required to work.
- B. The University shall provide by November 1 of each year, a list of employees considered essential in a weather emergency or during hazardous conditions. Such notice shall be provided by Human Resources to the Union and to employees deemed essential.
- C. Any employee who is not at work due to authorized vacation, sick or personal leave will not be granted excused time for the delayed opening, early closing, or cancellation in place of vacation, sick, or personal leave.
- D. Effective ninety (90) days after the contract is ratified, 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 the 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.

Section 7.13

An employee who receives a call at home from the assignment desk (its successor in function), a superior, or office charged with calling employees to perform unscheduled emergency or otherwise necessary tasks and can, through use of a home computer or the home telephone, resolve the situation without reporting to the work site shall receive a Fifteen (\$15.00) Dollar payment for each occurrence dealt with whether requiring one or more calls and provided such response involves conducting substantive work.

Section 7.14 Shift and Holiday Differential

- A. Employees of the Commonwealth rendering service on a second or third shift as defined in Section 1.B. shall receive a shift differential of seventy-five (75¢) cents per hour for each hour worked.
- B. The above hourly shift differential shall be paid in addition to regular salary for eligible employees when their entire workday is on a second or third shift. Eligible employees who are required to work a second or third shift or any portion thereof on an overtime basis will receive an hourly differential pursuant to paragraph A of this section.
- C. Bakers who are regularly scheduled to work between 4:00 a.m.-12:00 noon, shall be eligible for shift differential.

- D. For employees who are required to work a second or third shift as governed by paragraph B of this section, overtime shall be compensated at the rate of time and one half of the regular salary rate and the shift differential for the number of hours in excess of forty (40) hours per week worked on such second or third shift.
- E. Employees shall be paid a weekend differential of fifty cents (50¢) for each hour worked, in addition to their regular salary, for the first shift worked between 12:01 AM Saturday and 11:59 PM Sunday.
- F. Employees rendering service on New Year's Day, Thanksgiving Day, Independence Day, Labor Day or Christmas Day shall receive a holiday differential of fifty cents (50¢) per hour for each hour worked between the hours of 11:00 p.m. on the holiday eve and 11:00 p.m. on the holiday.

Section 7.15 Administrative Computing and Payroll Systems

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 Union agrees to accept the University'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 Union will establish a special Labor-Management Committee made up of an equal number of Union 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. Nothing in this article is meant to waive any other provision in this Agreement.

Section 7.16 Weekend Differential

Employees rendering service on a weekend shift, as hereinafter defined, shall receive a weekend differential of seventy five cents (75¢) per hour for each hour worked. For the purposes of this section, a weekend shift shall be defined as a shift that commences on or after 11:00 p.m. on Friday and concludes on or before 12:01 am on Monday.

Section 7.17 Emergency Closure

Employees working as essential employees during times of emergency closure shall receive straight time pay for all hours work plus a straight time payment in lieu of compensatory time for all hours worked while the University is closed due to an emergency. The period of time which is announced as the period of closing shall be the period during which employees receive this compensation.

If the campus is closed until midnight and then re-closed again the next morning, the University will be considered closed for the entire night.

Article 8

Leave

Section 8.1 Sick Leave

- A. A full-time employee shall accumulate sick leave with pay credits at the rate of one day for each full payroll month of employment for a total of twelve (12) days per year. An employee on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- B. A regular part-time employee shall accumulate sick leave credits in the same proportion that his/her part-time service bears to full-time service.
- C. Sick leave shall be granted at the discretion of the Chancellor and shall not be unreasonably denied to an employee only under the following circumstances:
 - 1. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
 - 2. When the spouse, domestic partner, child, parent, or sibling of either a bargaining unit member or his/her spouse or domestic partner, or the bargaining unit member's grandparent or grandchild, or a relative living in the immediate household of a bargaining unit member spouse, domestic partner, child, parent, sibling grandchild, or grandparent of either an employee or his/her spouse or domestic partner, or a relative living in the immediate household of an employee is ill, the employee may utilize sick leave credits to care for such person;
 - 3. When through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others and to keep appointments with health care professionals. In such instances, the normal requirement of advance notice will be at least five (5) working days.
 - 4. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury;
- D. A full-time employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absence without pay for a total of more than one (1) day.
- E. During the first ten (10) workdays of maternity or adoptive leave the employee shall receive his/her regular weekly salary. When eligible full time or part time employees and his/her 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 the provisions of this Article. In addition, up to ten (10) days of accumulated sick leave may be used for pre-adoption and pre-foster care or foster care related activities including placement of a foster child in an employee's home or appearance in court regarding a foster child.

- F. Where the Employer has reason to believe that sick leave is being abused; the Employer 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 Employer believes he/she is abusing sick leave and that he/she may be required to produce medical evidence for future use of sick leave.
1. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant, Nurse Practitioner, Chiropractor, or Dentist that he/she has personally examined the employee and shall contain the general nature of the illness or injury, a statement that the employee was unable to perform his/her duties due to the specific illness or injury on the days in question; and the prognosis for 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 medical personnel mentioned above indicating that the person in question has been determined to be seriously ill and needing care on the days in question.
 2. 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.
 3. If an employee's physician identifies an illness or injury as being confidential and the Employer challenges that determination, the issue shall be submitted to the Medical Director of the University Health Service. The employee's physician shall submit to the Medical Director a description of the illness or injury, which the Medical Director shall review and determine if it is appropriately confidential. The Medical Director will notify the supervisor and employee only of the determination of whether the claim of confidentiality is appropriate and destroy the medical note. The determination of the Medical Director shall not be subject to grievance and arbitration under this Agreement.
 4. Any inappropriate use of sick leave may be recorded as unauthorized leave without pay and may result in discipline.

- G. The Chancellor may require that an employee be examined by a physician of the employee's choosing and at the employee's expense, following absence by reason of illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the employee's fitness to return to his/her regularly assigned duties. An employee absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the Chancellor with reasonable notice of his/her intent to return.
- H. The Chancellor may require that an employee be examined by a physician or other health care provider of the Employer's choosing and at the Employer's expense to determine the fitness of that employee to return to work from industrial accident leave or other health related leaves, to review the nature and extent of any claims of incapacity to perform job related tasks and to verify requests for use of sick leave when the Employer has reasonable grounds to believe such use is not acceptable.
- I. Any employee having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the employee, on personal leave; if no personal leave credits, then on vacation leave. If no sick leave credits or other accumulated leave credits are available, the employee shall be placed on an unpaid leave of absence.
- J. An employee who is reinstated or re-employed after an absence of less than three (3) years shall be credited with his/her sick leave credits at the termination of his/her prior employment. An employee who is reinstated or re-employed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the Chancellor, where such absence was caused by:
 1. Illness of said employee;
 2. Dismissal through no fault or delinquency attributable solely to said employee; or
 3. Injury while in the employment of the Employer in the line of duty and for which said employee would be entitled to receive Workers' Compensation benefits.
A person whose employment by the Commonwealth is uninterrupted shall retain all accrued sick leave credits. Sick leave earned in towns, cities, counties, districts, the federal government, etc. shall not be transferred to state service.
- K. A regular part-time employee shall not accrue sick leave credits for any payroll month in which he/she was on leave without pay or absence without pay in the same proportion that his/her service bears to one (1) day of service of a full-time employee.
- L. Notification of absences under this Article must be given to the designated representative of the Chancellor at least one hour prior to the beginning of the

scheduled tour of duty. If such notification is not made, such absence may, at the discretion of the Chancellor be applied to absence without pay. In circumstances beyond the control of the employee such notification shall be made as early as possible on the day of absence. Within ninety (90) days after execution of this Agreement, and upon any change in the method of reporting during the term of the Agreement, the Institutional Personnel Officer shall notify each employee of the method by which such employee shall report such absence.

- M. No employee shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such employee, excluding any extended Sick Leave provisions.
- N. Employees whose service with the Employer is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Employees who retire shall be paid twenty (20) percent of the value of their unused accrued sick leave at the time of their retirement. It is understood that any such payment will not change the employee's pension benefits.
- O. Sick leave credits earned by an employee following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.
- P. An employee who, while in the performance of his/her duty, receives bodily injuries resulting from acts of violence, and who, as a result of such injury, would be entitled to benefits under Chapter 152 of the General Laws, shall, if entitled under Chapter 30, Section 58 of the General Laws, be paid the difference between the weekly cash benefits to which he/she would be entitled under said Chapter 152 and his/her regular salary without such absence being charged against available sick leave credits, even if such absence may be for less than six (6) calendar days.
- Q. Sick Leave Bank.
Bargaining Unit members will continue to belong to the non-unit sick bank currently maintained by the University for non-unit employees. Such bank shall be administered as it currently is and membership on the Sick Leave Bank Committee shall continue to be determined as currently determined. The Employer may change the rules and regulations under which the bank operates with notice to the Union. The Union waives its right to bargain over such changes.
Ninety (90) days after the effective date of this agreement, bargaining unit members shall become part of the Sick Leave Bank created by the agreement between the University of Massachusetts and the Professional Staff Union/Massachusetts Teachers Association (Exempt Unit, PSU/MTA Unit A) and shall be subject to all the terms and conditions applicable to that Sick Leave Bank. When the members of this bargaining unit cease to be members of the Non-Unit Sick Leave Bank, no days will be transferred to the Bank created by the agreement between the PSU/MTA Unit A. The Employer shall not be obligated to and shall not contribute any days to the Sick Leave Bank created by the agreement between the Employer and PSU/MTA Unit A as a result of the change in bank membership for members of this unit. All members

of this unit on that date shall be members of the bank created by the agreement between the Employer and PSU/MTA Unit A. Members of this bargaining unit shall not be assessed days by the Sick Leave Bank Committee administering the Bank created by the agreement between the Employer and PSU/MTA Unit A, if that Bank must assess days because it falls below the contractually specified minimum days.

Pursuant to the Sick Leave Bank and Sick Leave Cash-In:

Employees who elect to join the Sick Leave Bank shall also be eligible, if they so choose, to cash in their annual unused sick leave credits, effective January 1, 2019 and each January 1 thereafter, up to a maximum of six (6) days at 50% of their value as outlined in the table below:

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

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

R. Extension of Sick Leave

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

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

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

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

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

Notwithstanding the above, in extraordinary circumstances, and in accordance with the terms and conditions governing the application and granting of leaves as such are set forth in section 8.1 of this Article, a unit member may be granted an additional fifteen (15) days of extension of sick leave during the twelve (12) month period commencing upon the granting of the first such extension. Such additional extension of sick leave may commence immediately upon the conclusion of an earlier extension of sick leave or may be granted at any time during the remainder of the applicable twelve (12) month annual period. A unit member need not serve a period of unpaid leave prior to being eligible for this fifteen (15) days additional extension of sick leave.

3. Understanding that the health and welfare of unit members is of mutual concern, the Chancellor, in evaluating a request, shall consider the following:
 - a. Cost: Consideration shall be given to the projected cost incurred to implement the request, including the temporary filling of the position, if necessary.
 - b. History of sick leave usage: Consideration shall be given to the previous use and/or abuse of leave benefits. Input must be sought from the employee's supervisor(s) and pertinent attendance or personnel records.
 - c. Length of request: The provision is not intended to provide for long term or permanent disabilities. There should be a reasonable expectation of return to full-time duties as evidenced by a physician's statement.
4. During the period of an extension of sick leave, an employee shall not be entitled to accrual of vacation or sick leave as provided for in Articles 8 and 9 of this Agreement.

When an employee is separated from the payroll because he/she has exhausted his/her sick leave, the Employer shall furnish the necessary

forms for requesting group insurance coverage on a current premium basis.

- S. There shall be created a joint-labor management committee with the authority to research, design and bargain one or more employer sponsored systems to replace the current sick-leave system for bargaining unit members. For the duration of the Agreement, there shall be a 120 day cap on the accrual sick leave for employees hired on or after January 1, 2015. If the committee fails to bargain a replacement, the current sick-leave system will continue without any accrual caps. This language shall not expire and shall continue through the duration of this successor Agreement.

Section 8.2 Paid Personal Leave

- A. On the first day of the first full payroll cycle of the new calendar year, full time employees will be credited annually with five (5) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the employee and approved by the Chancellor, provided that such request complies with prior existing contractual language. The employee will forfeit any paid personal leave not taken by the last day of the last full payroll period of a calendar year. Personal leave days for regular part-time employees will be granted on a pro-rata basis. Personal may be used in conjunction with vacation leave. Full-time employees hired into the bargaining unit from off-campus or from an un-benefited position on-campus on or after the beginning of each calendar year will be credited with personal leave days in accordance with the following schedule:

<u><i>Date of Hire Into Unit</i></u>	<u><i>Personal Leave Days Credited</i></u>
Beginning of Calendar Year to March 30	4
April 1 to June 30	3
July 1 to September 30	2
October 1 to End of Calendar Year	0

- B. An employee who is promoted or transferred into the bargaining unit from a benefited position on campus shall transfer with them the amount of personal days they had prior to the transfer and shall not receive any additional days for that calendar year.
- C. In the event a part-time employee moves to full-time status, he/she shall be credited with the amounts above based upon date of entry into full-time status minus the time already credited for that calendar year.

Section 8.3 Bereavement Leave

Upon evidence, satisfactory to the Chancellor, of the death of a spouse, domestic partner, child, parent, brother, sister, grandparent, or grandchild of an employee, or parent of spouse, 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 or daughter-in-law or of the spouse’s or domestic partner’s brother, sister, grandparent or grandchild, a maximum of three (3) consecutive working days shall be available for use by an employee.

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 one of the days to the later date. Such request shall be made at the time of

notification to the Chancellor of the death of one of the above-named relatives, and shall not be unreasonably denied.

Section 8.4 Voting Leave

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

Section 8.5 Civic Duty Leave

- A. Employees summoned for jury duty will be granted a leave of absence with pay for time lost from their regular work schedule while on said jury duty upon presentation of the appropriate summons to the department head by the employee.
- B. An employee who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:
 - 1. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
 - 2. Remit to the Employer the jury fees if less than his/her regular rate of compensation for the period involved.
- C. Jury fees, for the purpose of this Article, shall be the per diem rate paid for jury duty by the Court, not including the expenses reimbursed for travel, meals, rooms, or incidentals.
- D. An employee summoned as a witness in court on behalf of the Commonwealth, any town, city, or county of the Commonwealth (including on behalf of District Attorneys) or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her department head except that this section shall not apply to an employee who is also in the employ of any town, city, or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.
- E. All fees for court service, except jury fees paid for service, rendered during office hours must be paid to the Commonwealth. Any fees paid to an employee for court services performed during a vacation period may be retained by the employee. The employee shall retain expenses paid for travel, meals, rooms, etc.
- F. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court services will permit four (4) or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

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

Section 8.6 Military Leave

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

Section 8.7 Maternity and Adoptive Leave.

- A. A full-time employee who has completed the probationary period or, if there is no such probationary period, has been employed for at least three (3) consecutive months and who is absent from employment with the Employer for a period not exceeding eight weeks for the purpose of giving birth or adopting a child, shall be granted a maternity leave without pay if the request for such leave is made to the Chancellor 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 he/she may be eligible under the sick leave or vacation provisions of this Agreement.

- B. At the expiration of the maternity or adoptive leave, the employee will be restored to his/her previous position or similar position with the same status, pay, and length of service credit as of the date of his/her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights and benefits, if any, extended to employees of equal length of service in the same or similar position in the department.
- C. Notwithstanding any other provisions of this Agreement to the contrary, the maternity or adoptive leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which he/she was eligible at the time of his/her leave. Upon the expiration of a maternity or adoptive leave, an additional eight (8) weeks leave may be granted at the discretion of the Chancellor. The leave shall be unpaid unless the employee chooses to use any accrued vacation, personal leave, or compensatory time to cover this period of absence. The period of such unpaid leave shall not be included in any computation of contractual benefits, rights, or advantages. Not later than two (2) weeks prior to the expiration of the eight-week maternity or adoptive leave, an employee may request a return to work at reduced time. If approved by the Chancellor, said employee will accrue benefits in the same proportion that such part-time service bears to full-time service.
- D. An employee on maternity or adoptive leave may have his/her group health insurance benefits continued for the period of time the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premium he/she would have paid had such leave not been taken.
- E. During the first ten (10) workdays of maternity or adoptive leave the employee shall receive his/her regular weekly salary. When eligible full time or part time employees and his/her eligible spouse are both employees of the University, they shall each be entitled ten (10) days paid under the provisions of this Article. In addition, up to ten (10) days of accumulated sick leave may be used for pre-adoption and pre-foster care or foster care related activities including placement of a foster child in an employee's home or appearance in court regarding a foster child.

Section 8.8 Parental Leave

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

An employee who requests and is granted parental leave for the purpose of caring for the employee's minor dependent child under three (3) years of age, may have his/her group health insurance benefits continued for a period of ten (10) weeks while the employee is absent on such leave. The employee, while on leave, is required to pay the same monthly premiums as he/she would have paid had such leave not been taken.

Section 8.9 Family Leave

- A. Upon written application to the Chancellor, including a statement of any reasons, any employee who has completed his/her probationary period or, if there is no probationary period, who has been employed at least three (3) consecutive months, who has given at least two (2) weeks prior notice of his/her anticipated date of departure, and who has given notice of his/her intention to return, may be granted Family Leave for a period not exceeding twenty-six (26) weeks. Such leave shall be without pay or benefits for such period. The Chancellor may, at his/her discretion, assign an employee to back fill for an employee who is on Family Leave. Such assignment may not be subject to the grievance procedure. The purpose for which an employee may submit his/her application for such unpaid leave shall be limited to the need to care for or to make arrangements for the care of, the employee's spouse, domestic partner, parent, grandparent, grandchild, or relative living in the same household.
- B. If an employee has accrued sick leave, personal leave, or vacation leave credits at the commencement of his/her family leave, that employee may use such leave credits for which she/he may be eligible under the sick leave, personal leave, or vacation leave provisions of this Article.
- C. 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, except those employees who use accrued paid leave for such periods of family leave shall still accrue holiday pay.

Section 8.10 Unpaid Personal Leave.

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

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

Section 8.11

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

Section 8.12

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

Section 8.13

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

Section 8.14 Family and Medical Leave Act

The parties agree that they are governed by the provisions of the Family and Medical Leave Act and where those provisions are more generous than the contract, the Family and Medical Leave Act will prevail. Family and Medical Leave shall be included in and be coterminous with all leaves available under this Agreement and applicable University Policies which is taken for family and medical leave purposes.

Section 8.15 Volunteer leave

Bargaining unit members are allowed to participate in the Voluntary Service Leave program currently in existence for employees of the Commonwealth in accordance with the guidelines established for that program.

Section 8.16 Small Necessities Leave

When a leave purpose provided for in Chapter 149, Section 52D is also covered by leave provided herein such leave shall be coterminous.

Section 8.17

Upon request of the Union, submitted at least sixty (60) days in advance, a bargaining unit member may be granted a leave of absence without pay to perform full-time official duties on behalf of the Union. Such leave of absence shall be for a period of up to one year and may be extended for one or more additional periods of one year or less at the request of the Union. Advance approval of the supervisor is required for all such leaves of absence or extensions thereof.

Section 8.18 Transitional Work

An employee who experiences injury or illness that results in loss of time from work may request a transitional work assignment for up to ninety (90) calendar days performing any tasks within the University which need to be performed and can be performed within the restrictions medically determined for such employee. This management prerogative to

determine whether transitional work is available is not subject to grievance or arbitration. A grievance contesting the availability of transitional work assignment may be processed, but only through mediation, issues of the availability of transitional work are deemed by the parties substantively inarbitrable. An employee required to perform a transitional work assignment shall be compensated either at the rate of the position which they held immediately prior to their injury or at the compensation level of a position in the bargaining unit of the same grade as the position in which they have been assigned during this transitional period to work. Upon medical verification of ability to perform their normal duties an employee shall be returned to their regular position.

Section 8.19 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 he/she is 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.

Article 9 Vacations

Section 9.1

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

<u><i>Length of Continuous Full-Time Creditable Service</i></u>	<u><i>Vacation Leave Accrued</i></u>
Less than fifty-four (54) months (Less than 4 ½ years)	5/6 day per month (total of 10 days per yr.)
Fifty-four (54) months, but less than one hundred fourteen (114) months (4 ½ - 9 ½ years)	1 ¼ days per month (total of 15 days per yr.)
One hundred fourteen (114) months, but less than two hundred thirty-four (234) months (9 ½ - 19 ½ years)	1 ⅔ days per month (total of 20 days per yr.)
Two hundred thirty-four (234) months or more (19 ½ or more years)	2 1/12 days per month (total of 25 days per yr.)

- B. For determining vacation status under this Article, “creditable service” shall be used. All service beginning on the first working day of the first full payroll month, and all service thereafter becomes “creditable service” provided there has not been any break of three (3) years or more in such service as referred to in section 9.12 of this Article. In computing an employee’s vacation status, all “creditable service” from the first working day up to the end of each full payroll month of service rendered shall constitute the “creditable service” which shall be used to establish vacation credits for such month.

Section 9.2

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

Section 9.3

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

Section 9.4

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

Section 9.5

A regular part-time employee who is absent without pay and/or on leave without pay for that number of hours that his/her service bears to the service of a full-time employee as described in section 9.4, shall not accrue vacation leave for such month. Such month shall not be deemed to be "creditable service."

Section 9.6

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

Section 9.7

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

When vacation requests are submitted less than forty-five (45) calendar days in advance such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of receipt of such request.

An employee wishing to exercise his/her seniority for vacation preference must apply in writing not more than sixty (60) calendar days nor less than forty-five (45) calendar days in advance of the first day requested. An employee wishing to file such a request earlier than sixty (60) days prior to the first day requested, may do so, but preference will be determined on the forty-fifth (45th) day in advance of the first day requested. The Chancellor shall respond in writing, indicating whether he/she can reasonably schedule such a vacation, at least thirty (30) calendar days in advance of the first day requested.

When vacation requests are submitted less than forty-five (45) calendar days in advance, such requests shall be processed in the order in which they are received without regard to seniority. Responses shall be given to unit members in writing within seven (7) calendar days of receipt of such request.

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

A bargaining unit member who has available unused vacation leave and who because of this provision would lose such vacation shall have such vacation as might be lost converted to sick leave credit on the last day of the reporting month in which it would be lost if not used.

Section 9.8

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 9.9

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

Section 9.10

Upon the death of an employee who is eligible for vacation under this Agreement payment shall be made in an amount equal to the vacation leave which had been accrued prior to the employee's death, but which had not been used by the employee up to the time of his/her separation from payroll, provided that no monetary or other allowance has already been made therefore. The Chancellor shall authorize payment of such compensation upon the establishment of a valid claim therefore, in the following order of precedence:

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

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

Section 9.11

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

Section 9.12

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

- a. Illness of the employee.
- b. Dismissal through no fault or delinquency attributable solely to the employee.

- c. Injury while in the service of the Commonwealth in the line of his/her duties and for which the employee would be entitled to receive Workers' Compensation benefits.

Section 9.13

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

Section 9.14

An employee who is reinstated after military leave, as referred to in section 9.13, may be granted vacation allowance up to the equivalent of twelve (12) months' accrual as of the date on which he/she returned or returns, provided that prior to such military leave, vacation had not been used or compensation paid in lieu thereof for the same year. Neither the above usage nor absence due to military leave shall in any way affect vacation credits accrued by such employee in any full payroll month of employment after he/she returns from military service.

Section 9.15

Vacation leave shall accrue to an employee while on leave with pay status or on industrial accident leave, excluding employees on extended sick leave in accordance with Article 9.

Section 9.16

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

Section 9.17

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

Section 9.18 Vacation Buy-out

Employees with at least three (3) years of service as of June 1 of each year of this Agreement shall be eligible to receive as a cash payment an amount equal to up to one

week of the individual's accrued vacation leave, provided that the following conditions are met:

1. Documentation of one of the following scenarios must exist, and may consist of supervisor's acknowledgement in writing, copies of an email exchange between the employee and supervisor, or similar substantiation, and;
2. The employee must have requested vacation and been denied by the Supervisor. The employee must further request and have been denied a reschedule of the vacation within 30 days of the original date proposed;
3. Or, the supervisor has failed to respond to a request for vacation leave within 30 days and later denied the request;
4. Or, the supervisor has approved a request for vacation leave and later revoked that approval.

The decision to cash in vacation leave in accordance with this provision must be made by June 1. Vacation days cashed in shall be deducted from the employee's vacation leave balance. Payment shall be made no later than the last pay period in July. Payments made under this provision shall not be included on base salary for any purposes, including the calculation of retirement benefits or subsequent salary increases.

Section 9.19 Labor-Management Committee

There shall be created a joint-labor management committee with the authority to research, design and bargain one or more employer sponsored systems to replace the current vacation-leave system for bargaining unit members. For the duration of this Agreement, the current vacation-leave terms will remain unchanged. If the committee fails to bargain a replacement system, the current vacation leave system will continue without accrual caps. This language shall not expire and shall continue through the duration of this successor Agreement.

Article 10

Holidays

Section 10.1

The following days shall be holidays for employees:

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

Section 10.2

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

Section 10.3

When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five (5) or more days, s/he shall receive pay for one (1) day at his/her regular rate of pay. This language is applicable exclusively to the Physical Plant. At the sole discretion of the manager/supervisor the employee may receive one (1) compensatory day off with pay within two hundred seventy days (270) days following the holiday, to be taken at a time approved by the manager/supervisor. At the Physical Plant, the decision to grant a compensatory day shall not be grievable.

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

Section 10.4

An employee required to work (his/her regular shift), shall be compensated at the rate of two (2) times his/her rate of pay. This language is applicable exclusively to the Physical Plant. At the sole discretion of the manager/supervisor, the employee may receive pay for one (1) day at his/her regular rate and one (1) compensatory day off with pay within one hundred twenty (270) days following the holiday, to be taken at a time approved by the manager/supervisor. At the Physical Plant, the decision to grant a compensatory day shall not be grievable.

Section 10.5

In addition to the holidays listed in Section 10.1, bargaining unit members shall not be required to work on the immediate two (2) work days preceding the day on which the New Year's Day holiday is celebrated. Employees assigned to work shall be given alternate day(s) off. Use of such time shall conform with the existing requirements in the collective bargaining agreement. These days shall be considered holidays to be paid HCT exclusively.

Section 10.6

Whenever any holiday falls on a Sunday, such holiday shall be deemed to fall on the day following. 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 10.4.

Section 10.7

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

Section 10.8

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

Section 10.9

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

Article 11

Employee Expenses

Section 11.1 Travel

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

Article 12

Health And Welfare

Section 12.1 Group Health Insurance Contributions

- A. Unit members shall continue to be covered under the State's Group Health and Accident Insurance Plan pursuant to the provisions of chapter 32A of the General Laws as amended or as such plan may be made available under applicable law of the Commonwealth.
- B. If applicable law is amended to permit domestic partners as defined herein to receive health insurance benefits the Employer will, as soon as feasible, make them available on the same basis as spouses receive such benefits.

Section 12.2 Health and Welfare Plan

A. Creation of Trust Agreement

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

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

B. Funding

Effective the first pay period in January 2014, the University agrees to contribute, on behalf of each full-time-equivalent unit member, an additional fifty cents (50¢) per full-time employee, for a total of Fourteen Dollars Fifty Cents (\$14.50) per calendar week to the appropriate Health & Welfare Fund. Effective the first pay period in June 2014, the University agrees to contribute, on behalf of each full-time-equivalent unit member, an additional fifty cents (50¢) per full-time employee, for a total of Fifteen Dollars (\$15.00) per calendar week to the appropriate Health & Welfare Fund.

Should the Health and Welfare Trust Fund covering employees in this unit for eighteen (18) months during the life of this agreement operate from its reserves or other funds not provided by the Commonwealth a Dependent Care Assistance Program providing reimbursement for up to Five Hundred (\$500.00) Dollars of approved Dependent Care expenses and comporting with applicable rules and standards for such programs, the Employer will, in the beginning of the next fiscal year, contribute on behalf of each full-time employee equivalent in the bargaining unit an additional amount of one dollar (\$1.00) per calendar week to a Health and Welfare Trust Fund.

The amount of contributions for each year shall be based on the number of full-time-equivalent employees in the bargaining unit as of the October payroll period during such fiscal year; or as of the last payroll period in the month of October for those on a weekly payroll; however, provided that for non-state-funded bargaining unit members at the University, the number of full-time-equivalent employees in the bargaining unit may be surveyed quarterly. 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 administration expenses of the fund. The Employer shall make the contributions in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

C. Non-Grievability

No dispute over a claim for any benefits extended by any Health and Welfare Fund shall be subject to the grievance and arbitration procedure established in Article 22.

D. Employer's Liability

It is expressly agreed and understood that the Employer does not accept, nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any bargaining unit member 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 12.2 subsection B above.

Article 13

Promotions And Filling Of Vacancies

Section 13.1 Posting of Vacancies

- 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. Bargaining unit employees who cannot use computers shall be provided a location at which they may use a computer to search job vacancies and make applications.

- B. The notice of vacancy shall include the following:
 - 1. Job title
 - 2. Grade and/or salary range
 - 3. Application closing date
 - 4. Department of Personnel Administration job specifications or location where such description can be obtained.
 - 5. If grant funded, the termination date, source of funding and length of funding, if known.
 - 6. Hours and days of work (shifts).
 - 7. Notice of any written or practical test that may be required.

- C. All notices of vacancies at the University shall be posted in at least one (1) conspicuous place and other places customarily used for such purposes.

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

Section 13.2 Selection

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 five (5) business days before being posted for external (off-campus) applicants. Applications submitted on-line by internal (on-campus) applicants and received during the internal

campus job postings by the hiring department will be considered prior to interviewing any external applicants for the position.

Internal applicants may also submit a written application 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 postings if the written application form is received after the five (5) business day internal posting period.

Section 13.3 Criteria

- A. For the purposes 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. Any employee who applies for a lateral transfer shall be subject to the same criteria and shall not be disadvantaged in comparison to/with employees seeking a promotion. A demotion shall be defined as an appointment to a position of a lower job grade. Upon written request from an employee, his/her test results will be provided within five (5) days of the request.
- B. The following criteria shall be used by the Hiring Authority in selecting a candidate to fill a vacancy. Each of the criteria will be applied to all candidates for a vacant position.
 - 1. Ability to perform the requirements of the position.
 - 2. Work history and performance.
 - 3. Experience in related work.
 - 4. Education and/or training related to the position
- C. If, in the judgment of the Hiring Authority, there are two or more candidates who are approximately equally best qualified, then among such candidates, preference shall be granted to the employee in the bargaining unit who has the most seniority at the University.

Section 13.4 Trial Period

- A. An employee who is promoted, or laterally appointed shall serve a six (6) month trial period from the effective date of such promotion, or lateral appointment. (Evaluations of the employee's work performance shall normally take place after three (3) months and after five (5) months).
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the Supervisor, said employee shall revert back to his or her former position. Following management's decision to return an individual to his/her former position, the employee may request, in writing, to discuss the reason(s) for this action. This discussion will take place at the level

the decision was made.

If the employee is not satisfied with the reason(s) given for his/her return, he/she may file a grievance at the next higher level of the grievance procedure; however, provided that there shall be at least one formal grievance hearing held at a campus level.

- C. If the employee is not satisfied with the new position, he/she may elect to return to his/her former position within sixty (60) days after said new appointment.
- D. All appointments made pursuant to this section shall be temporary or provisional appointments at least until the completion of the trial period or the completion of the grievance procedure. All vacancies resulting from an employee's appointment pursuant to this section shall be filled temporarily or provisionally at least until the appointed employee has completed his/her trial period or the completion of the grievance procedure.
An employee who has been promoted pursuant to this Article and whose promotion is overturned by the grievance procedure shall not be terminated, but shall return to his/her former position.

Section 13.5

At the employee's written request, on the attached form (by-pass form), s/he will be entitled to attend a meeting with management to discuss the reasons for non-selection. At the employee's option, he/she may be accompanied by a representative designated by the Union. If the employee is not satisfied with the reason(s) for non-selection; s/he may file a grievance at the next higher level of the grievance procedure; provided however, provided that there shall be at least one formal grievance hearing held at a campus level. Late notice shall not preclude the filing of a grievance for non-selection.

Section 13.6 Extension of Seniority

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

Section 13.7 Reduction in Grade

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

Section 13.8

Bargaining unit members may be required to attend and to successfully complete a course of instruction designed to provide employees with the basic introductory skills of supervision.

Measurement standards for course evaluation shall be determined by the instructor and conveyed to participants at the beginning of the course. The evaluation of the

employee by the trainer shall be evidence of the employee's qualification in the supervisory area. The decision to enroll the employee in a supervisory training program is not grievable.

Section 13.9

The Employer shall provide the Union with a list of the names, requisition numbers and bargaining unit vs non bargaining unit status of employees hired into vacancies described in this provision. This report shall happen approximately monthly.

Article 14

Layoff And Recall

Section 14.1

- A. In the event of a reduction of personnel, the parties shall endeavor to maintain as near as possible the same percentage of minority and female employees as existed immediately prior thereto, where under-utilization or under representation exists. Subject to this understanding, those employees having least seniority within classification would be considered first for release.
- B. Notice to Union
In the event the Employer becomes aware of an impending reduction in the work force it shall, when practical, notify the Union fifteen (15) working days prior to the layoff.
- C. Meeting with Union
Within three (3) working days of management notice to the Union of an impending layoff, the Employer shall meet with the Union and discuss the impact of the layoff on the affected employee(s).
This discussion shall include, but shall not be limited to the following:
 - 1. Availability of similar positions within the University.
 - 2. Availability of training or retraining programs which may be applicable to the affected employees.
 - 3. In reviewing these placement possibilities, every effort will be made to seek matches of worker skills and qualifications with available comparable positions.
- D. Notice to Employee
 - 1. If the Employer determines, after the above consultation period, that a layoff is still necessary, the Employer shall submit to the Union a final list of employees being laid off; the departments involved; the number of affected positions; and the duration of the layoff. The Employer shall also notify affected bargaining unit members that they have been targeted for layoff and shall give the date of layoff.
 - 2. The Employer shall provide a thirty (30) calendar day notice before bargaining unit members are laid off. Except in extreme financial circumstances, the following notices shall be given:

<u>Years of Service</u>	<u>Calendar Days</u>
2 years but less	60 days
5 years or more	90 days

The written notice of layoff shall advise the bargaining unit member

of the date of layoff and shall contain either the date of resumption of employment or a statement that the layoff is indefinite in duration. The notice shall also state that the layoff is not related to the bargaining unit member's performance. A letter to that effect shall be provided to the bargaining unit member.

3. Once notice is given, the Employer and the affected bargaining unit member by mutual agreement may abbreviate the length of the previously given notice period by agreeing to a lump sum payment of fifty (50) percent of the bargaining unit member's weekly salary for each week that the previously given notice is shortened.

Section 14.2

A. Selection for Layoff

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

B. Layoff

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

C. Bumping

In the event an employee is scheduled to be laid off, the employee may bump into a position held by the least senior employee at the University and in the bargaining unit in an equal or lower-graded provided the bumping employee is, in the judgment of the employer, qualified and able to perform the responsibility of the position after a brief familiarization period. An employee who has twenty (20) or more years of seniority shall not be susceptible to bumping notwithstanding the seniority of the employee facing layoff.

D. Appeal Procedure

Bargaining unit members who have been laid off and are aggrieved by the refusal of the employer to permit a bump may appeal that denial as follows:

- Within five (5) working days of the receipt of notice of layoff to the bargaining unit member or of the incident giving rise to the appeal, the bargaining unit member may file a written appeal specifying the reasons for

the appeal. This appeal shall be filed with the Campus Contract Administrator for the Tripartite Appeals Panel, with a copy to the Union.

- The Tripartite Appeals Panel shall be comprised of: one member appointed by the Union; one member appointed by the Employer; and one independent hearing officer/arbitrator.
- A hearing will be held on the appeal and forwarded to the Tripartite Appeals Panel. The bargaining unit member appealing may attend to present his/her case with witnesses and Union representation. Representatives of the Employer may attend to present the Employer's position. The Tripartite Appeals Panel will issue its decision on the appeal no later than five (5) calendar days following the conclusion of the hearing unless an extension of time is requested.
- The Tripartite Appeals Panel's ruling on the appeal shall be final and binding. The Tripartite Appeals Panel may not review the decision to curtail or to eliminate services and/or positions. The Employer retains the exclusive right to determine the need for a layoff, the effective date of the layoff (subject to the express conditions of this agreement), the programs to be affected, the positions to be reduced, and the bargaining unit members to be laid off.
- Appeals Procedure. The issue of Employer determination that the bargaining unit member is not qualified to fill the position in the executive area is the only issue that is appealable. The Tripartite Appeals Panel may not substitute its judgment for that of the Employer; the Tripartite Appeals Panel shall decide only whether the Employer was arbitrary or capricious in making its determination that the unit member was not qualified.

Section 14.3 Recall

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

Section 14.4 Seniority

- A. As used in this Article, seniority shall mean all continuous service since the last date of hire at the campus.
- B. In computing seniority as defined in this Article, any break in service or any time off the payroll in excess of twenty-eight (28) consecutive days shall be excluded from total seniority except approved military, maternity, industrial accident leave, and a layoff of up to three (3) months.
- C. This Article shall not apply to employees paid from institute, grant, or contract funds. Such employees shall retain their seniority for three (3) months after their termination for the purpose of applying for vacant positions.
- D. Continuity of service shall not be affected by periods of authorized leave and seniority shall continue to accrue during such periods of authorized leave. Continuity of service shall not be deemed broken during an individual's period of recall, but seniority shall not accrue during the layoff period.

Section 14.5

Notwithstanding their position on the seniority list, in the event of a layoff three (3) officers designated by the Union shall continue to be employed at all times, provided they can perform the duties of any available positions.

Section 14.6

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

Section 14.7

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

Section 14.8

The Employer shall investigate the possibility of identifying appropriate work for certain employees who are in a temporary lay-off status. Such work may or may not be within the job specifications of the employees concerned.

Section 14.9

This Agreement does not prohibit the Union and the Employer, with the affected employee's consent, from agreeing to a severance payment for an employee facing layoff. If such a severance payment is agreed to, the employee receiving such payment shall have no bumping rights.

Section 14.10 Laid Off Employees

Laid-off employees shall be considered on-campus employees for two (2) years following the effective date of their layoff. Laid-off employees shall have access to on-campus training opportunities to the same extent as current employees for two (2) years after the effective date of their layoff.

Section 14.11 Laid off Employees, Eligibility for Vacancies

In the event an employee is scheduled to be laid off or is on layoff status as set forth in Article 14.3.A and there exists a vacant position in the bargaining unit which has been certified for filling in an equal or lower-graded classification, campus seniority shall prevail in permitting such an employee to fill such position, provided the employee can perform the work. Any employee in such category shall have their name forwarded for any vacant position prior to Article 13 being applicable.

Section 14.12 Cost Saving Options

If there are one or more layoffs within the Unit, the Employer and Union will meet as expeditiously as possible to examine payroll cost saving options which will permit retention of some or all of the employees identified for layoff.

Article 15

Out Of Title Work

Section 15.1 Work in a Lower Classification

- A. When an employee is assigned by his/her supervisor to perform the duties of a position classified in a grade lower than that in which the employee performs his/her duties, he/she will be compensated at his/her regular rate of pay as if performing his/her regular duties.
- B. An employee who is assigned by his/her supervisor to perform overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.
- C. It is the right of the Employer to assign members of the bargaining unit such tasks and duties as may be needed to meet the operational needs of the University and its subdivisions.

Section 15.2 Work in a Higher Classification

- A. Any employee, who is clearly directed by his supervisor to perform work in a higher classification, shall receive pay in the higher classification for all such work performed for eight (8) hours or more at the step determined by the established method of calculating step placement for promotions.
- B. Except, however, in those cases in which the assignment is to another position within the unit and is determined by the supervisor as not likely exceed fifteen (15) working days the employee shall receive ten (\$10.00) per day for such service. If such service exceeds fifteen (15) working days or is likely to exceed fifteen days the employee shall receive the daily rate or rate obtained by the established method for determining promotions whichever is higher for that period of time and the promotional rate for any days exceeding the fifteen (15) day period.
- C. In cases of work in a "professional" or exempt position, the rate for that position shall be obtained by calculating the hourly rate from the minimum salary for the salary administration plan level of the employee whose position is being temporarily occupied.
- D. Whenever any employee is assigned to any vacant higher rated position, he/she shall complete and transmit to his/her supervisor the appropriate form for such actions. The supervisor shall thereupon complete the applicable portion of the form and transmit the same to the Chancellor, who shall thereupon determine whether the work assignment is or is not out of title work.
- E. An employee, who is assigned by his/her supervisor to perform overtime work in a higher classification, shall have overtime compensation computed at the first

step rate of the higher classification, unless the employee's regular rate of compensation is higher, in which case the overtime compensation shall be computed at the employee's regular rate of compensation.

Article 16

Classification And Reclassification

Section 16.1 Class Specifications

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

Section 16.2 Individual Appeal of Classification

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

Section 16.3 Appeal of Classification of "Trust Funded" Position

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

- 1. An employee in a "trust funded" position who seeks a reclassification of that position may request an audit of the position on the form attached hereto.
- 2. The employee shall file said form with the Manager of Total Compensation and shall forward a copy of it to the Union.
- 3. The Manager of Total Compensation or designee shall conduct a job audit within ninety (90) calendar days of receipt of the request.
- 4. Within ten (10) working days of completion of the job audit, the Manager of Total Compensation or designee(s) shall hold a hearing. In the case of a request for an individual reclassification, the hearing officer shall not be in the supervisory chain of the employee seeking the reclassification. The Union may participate in the hearing if the employee so requests.
- 5. The Manager of Total Compensation shall make a final determination within thirty (30) calendar days of the hearing.

6. The decision of the Manager of Total Compensation may be appealed within ten (10) calendar days to the Chancellor or designee who shall issue a decision within thirty (30) calendar days of receipt of the appeal.
7. When such reclassification request is granted, the monies necessary to fund such reclassification shall be budgeted for the following fiscal year, and if funds are available such reclassification shall be effective at the beginning of the payroll week following the date of the appeal to the Manager of Total Compensation.
8. The parties agree that the procedure herein provided shall be the sole procedure for reclassification and reallocation of "trust funded" positions and the grievance and arbitration procedures of Article 29 shall not apply.

Article 17

Class Reallocations

Section 17.1

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

Section 17.2

The Employer and the Union agree that the procedure provided in Section 17.1 shall be the sole procedure for class reallocation for all classes covered by this Agreement and no other class reallocations shall be granted.

Section 17.3

The Employer agrees to meet with the Union during the first year of this Agreement to discuss job titles, specifications, and upgrading of positions covered by the Agreement.

Article 18

Tuition Remission And Waiver

Section 18.1

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* (T96-129) and codify and regularizes 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 his or her 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. □
- . (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). However, for the purpose of this article 43-week employees are considered 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 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, § 1B. □
- . (8) **Student Tuition Credit** refers to a reduction in Student Charges for an eligible student. *See*, M.G.L. c.75, § 1B (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 or any advanced law degree program 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, § 1B (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. It is required that the employee arrange to make up an equal amount of work time except in the case where there is a direct and

immediate relationship between the course and the employee's work. In such case, a request may be made for "release" rather than "make-up" time. This request must be approved by the employee's supervisor and the campus Human Resources Office. Otherwise, the University Employee must use accrued vacation, compensatory or personal leave or, if necessary, arrange with his or her 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.

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	
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 Employees ⁴	60%

¹Part-time University Employees are eligible for up to seven (7) credits per semester. ²One (1) program of study. ³One (1) program of study; undergraduate only
⁴With 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 18.2 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 18.3 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 18.4 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 Education *System-wide Tuition Remission Policy for Higher Education Employees* (May 21, 1984), incorporated into this agreement as Appendix D.

Article 19

Professional Development

- A. The Employer and the Union recognize the importance of training programs, the development of career ladders, equitable employment opportunity structures, and seek to establish a process for generating such program recommendations and their implementation.
- B. Toward these ends, the Employer and the Union agree to establish a Training and Career Ladders Committee consisting of three (3) persons appointed by the Union and three (3) persons appointed by the Employer. Such committee shall function continuously throughout the life of this Agreement. The committee shall meet within sixty (60) days to draw up rules and regulations. The committee shall determine the content and priority of training and/or retraining programs and the criteria for selection of participants.

C. Career Ladder Training Fund

The Employer agrees to contribute thirty five (\$35.00) per fiscal year, effective July 1, 2007, 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. Such funds may be utilized for unit members to pay for individual educational and training programs in order to improve working skills and knowledge beyond the normal requirements for the position presently held by such employee. Trust funded employees shall be fully eligible for participation in all training programs. Should the budgetary situation on the Amherst campus improve to the point where it may be feasible for the campus to augment the above referenced funds, the contract may be reopened by notice of one party to the other for discussion of that issue only.

A program must be given advance approval and certified by the Career Ladder Training Committee. Such 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. In addition to the programs above, a bargaining unit member may request reimbursement from or expenditure of such funds for any educational or training purpose including, but not limited to, travel, supplies, and equipment. The Employer will hold title to any materials and equipment purchased in whole or in part with such funds. All requests must indicate the specific purpose for the expenditure and no payment shall be made without all documentation required by University policies and procedures. Preference in such training will be given to programs which benefit the University's implementation of new administrative systems. Any funds not expended prior to January 1, 2001 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. A joint labor-management committee consisting of three members nominated by each party to this agreement shall be constituted to explore methods for gaining funds to augment this appropriation.

The parties agree that this provision in section C shall be suspended for the duration of this agreement and acknowledge that the University shall have no obligation to seek funding under this agreement for the purposes of this section.

D. Labor/Management Workplace Education Program

1. The Employer and the Union recognize that the development and enhancement of employee's basic skills is linked to customer service, employee advancement and employee retention. The existing Labor/Management Workforce Education Program (LMWEP) provides positive opportunities for employee development and advancement in such basic skills as writing, reading, math, English, communication, computer skills, diversity and leadership. Investment in employee growth and development as well as life long learning is a priority for the Union and the Employer.
2. PSU/MTA UNIT B bargaining members shall have access to the programs and courses of LMWEP, with details of access to specific courses and programs to be determined through the LMWEP Advisory Board.
3. Full release time may be granted for LMWEP classes and some special projects, with the advance approval of the supervisor. Such approval shall not be unreasonably denied.
4. There may be need to provide separate sections of some courses for members of Unit B given that the vast majority of participants in the program are supervised by Unit B members. The Employer agrees to consider providing funding necessary to provide a separate section of courses, which the LMWEP Advisory Board determines would function more effectively without a supervisor and an employee that he/she supervises in the same class.
5. Bargaining unit staff is eligible for leave for professional improvement in cases where it can be clearly demonstrated that such leave will result in specific benefit to the University. Such leave shall be available as a matter of privilege rather than as a right and shall be granted to an eligible staff member only in those cases where the following conditions have been met:
 - a. Such leave shall require prior approval of a specific proposal for professional improvement which outlines the benefits expected for both the University and staff member. This approval must be given

by the President for staff in the Office of the President and the Chancellors and the Dean of the Medical School for staff on their respective campuses.

- b. The professional non-academic staff member has completed six (6) years of equivalent full-time professional service at the University.
- c. Leave for professional improvement shall not exceed five and one-half (5 ½) months at full salary or eleven months at half salary, but leave may be for shorter periods at greater frequency as may mutually benefit the individual and the University.
- d. The leave for professional improvement will not result in a net salary cost increase to either the University or the department with which the staff member is associated.
- e. The University will consider payment of tuition and registration or similar costs attendant with such leave. Payment requires approval by the same official who approves the leave.
- f. Bargaining unit members who receive approval for professional improvement must return to their duties at the University for at least one (1) full year of service immediately following the expiration of the leave. Failure to comply will obligate the individual to return the salary received during the leave and any other fees paid by the University unless an exception is made by the Board of Trustees.
- g. In addition, an individual may be granted shorter-term professional leave after two (2) years of equivalent full-time service to the University. Such leave may be a varying duration not to exceed two (2) months within any two (2) year period and shall be at full pay. Such leave shall be approved by the President for staff in the Office of the President, and the Chancellors and the Dean of the Medical School for staff on their respective campuses. This approval shall be based on a proposal which clearly demonstrates the benefit to be gained by the University from the staff member's exposure to new ideas, skills, and practices. Exceptions to these requirements are possible only upon special justification made to the officer whose approval is required. Paragraphs d, e, and f above shall also apply to this shorter-term leave, except that six months service upon return instead of the one (1) year service of paragraph f shall be required.

Section 19.6 Educational Leave

Full-time unit members may, upon application and approval, be granted leave of absence with pay for educational purposes to attend conferences, seminars, briefing

sessions or functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability. The unit member shall not suffer any loss of seniority or benefits as a result of such leave.

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

The parties also agree that the application for professional improvement leave shall contain all information necessary for the Employer to make a decision whether to approve the request, including the necessity to take leave at an individual's home campus. Such requests shall not be unreasonably denied. Denial of any request under this policy shall be grievable only to the Vice Chancellor/Chancellor level.

Section 19.7 Fiscal Year 2008 Professional Development Funds

Effective thirty (30) days after the legislature appropriates funds for this contract for fiscal year 2007 only the Campus shall make available to the Training and Career Ladders Committee a sum of money equivalent to 0.5% of the state funded payroll of employees in this bargaining unit. These funds shall be expended not later than June 30, 2008. The parties understand this is a one time provision of funds and will not be included in subsequent collective bargaining agreements unless agreed to by the parties in those subsequent negotiations.

Article 20

Probationary Employees

Section 20.1

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

Section 20.2

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

Section 20.3

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

Section 20.4

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

Section 20.5

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

Section 20.6

During the probationary period, an employee may not transfer. Nothing contained in this section shall deny an employee the right to a promotion pursuant to Article 10.

Article 21

Disciplinary Action

Section 21.1

An employee, having successfully completed the required probationary period, shall not be discharged, suspended, or demoted for disciplinary reasons without just cause. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. However, in some serious circumstances, where acts of omissions of a bargaining unit member have resulted or will result in serious harm to the institution or members of the campus community, severe sanctions may be imposed in the first instance.

Section 21.2

The Union shall receive a concurrent notice of all disciplinary charges, hearings, and decisions.

Article 22

Grievance And Arbitration Procedure

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

Section 22.1 Definitions

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

Section 22.2

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

extended automatically to the next business day following that weekend or holiday. If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Union on behalf of the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request impartial arbitration under step 4.

- C. Any member of the unit may initiate and pursue a grievance through the steps of the grievance procedure without intervention by any agent of the exclusive representative provided however that the Union representative and/or steward, whichever is appropriate, shall be notified of grievances filed by an employee on his/her own behalf and shall be afforded the opportunity to be present at any step of the grievance procedure and that any adjustment made shall not be inconsistent with the terms of this Agreement.

Any employee may request that the Union represent him/her at any step of the grievance procedure. No other representation shall be permitted. The Union shall notify the immediate supervisor, the department head, the Chancellor and the Chancellor, as the case may require, of the name and the business address of such Union representative at the time he/she is so authorized to represent the grievant. Reasonable substitution of Union representation is not to be considered a breach of this notice requirement.

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

Section 22.3 Procedure for Filing of a Grievance

- A. Step 1: Informal - Immediate Supervisor and/or Department Head.
A grievant shall institute the grievance procedure of this Article by filing with his/her immediate supervisor and/or department head during the term of this Agreement a written notice that a grievance exists. Such notice need not be in the form of a grievance as defined above. Said notice need only state that the grievant seeks a resolution of a grievance. No such notice may be filed more than forty (40) days from the date of the occurrence of the event or the date on

which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. The immediate supervisor and/or department head shall meet or arrange to meet within five (5) days with the grievant and attempt to resolve the grievance. If within five (5) days after such meeting, the grievant and the immediate supervisor and/or department head have failed to agree upon a resolution of the grievance, the grievant may elect to proceed to the next level.

- B. Step 2: Intermediate Supervisor - Department Head and/or Personnel Officer
If the grievant elects to proceed to this step, within five (5) days after the expiration of the final time period provided for in step 1, he/she shall file a grievance with the department head, and/or the personnel officer or designee. The department head, and/or personnel officer or designee shall meet or arrange to meet with the grievant(s) within five (5) days to resolve the grievance (such arranged date not to delay the meeting more than fourteen (14) days) and shall respond in writing within ten (10) days from the date of the meeting.
- C. Step 3: Campus Labor Relations Administrator
If the grievant elects to proceed to this step, within seven (7) days of receipt of the step 2 decision, he/she shall send a notice of his/her appeal to the Chancellor. The Chancellor shall meet or arrange to meet within five (5) days with the grievant for review of the grievance (such arranged date not to delay the meeting more than fourteen (14) days). The grievant may request of the Chancellor the presence and participation of those individuals who have knowledge relevant to the grievance. If the Chancellor agrees, such individuals shall be authorized to attend the hearing. Such requests shall not be unreasonably denied. The Chancellor may render a written decision within ten (10) days of the date of the meeting. Although new violations may be identified at this level, no further issues or contract violations may be added subsequent to the close of the hearing at step 3. If within ten (10) days of a meeting at this level the matter is unresolved, the party bringing the grievance may advance the grievance to the next step in the grievance procedure.
- D. Step 4: Office of the President
Within five (5) days of receiving the step 3 decision, if the grievant elects to proceed to step 4 s/he shall deliver, in writing to the Director of Human Resources of the President's Office, his designee, or successor in authority in the Office of the President of the University of Massachusetts, a copy of the grievance together with a notice of appeal to the person described hereinabove. Within ten (10) days of receipt of this notice, a meeting shall be held between the grievant and his/ her union representatives, the campus administrator responsible for the department or division in which the grievant is employed, the campus labor relations administrator, and the designated person from the office of the Director of Human Resources for the Office of the President of the University of Massachusetts. If such meeting does not produce a resolution of the matter it shall be referred to the next step in the process.

E. Step 5: Mediation and Arbitration.

Within forty (40) days of the step 4 meeting, or the last date on which such meeting should have occurred, arbitration of a grievance may be initiated. Once the arbitration request has been made, if the parties agree, a mediation and conciliation process shall be used as a way to resolve the grievance. A grievance mediator shall be requested from the Massachusetts Board of Conciliation & Arbitration or the parties may agree on a neutral of their own choosing. If a resolution of any grievance is achieved through the mediation process, the terms of the resolution shall be reduced to writing and signed by both parties. If after sixty (60) days from the request for grievance mediation the matter is not settled, the matter shall be referred to Arbitration. All statements, documents, communications, and correspondence exchanged or made during or concerning grievance mediation shall not be admissible at Arbitration. In all mediation proceedings, mediator's fees and expenses shall be paid fifty (50%) percent by the Union and fifty (50%) percent by the Employer. The Union maintains the right to proceed to arbitration.

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

1. The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member(s) of the bargaining unit. The decision or award of the arbitrator shall be final and binding upon the Union, the grievant(s), and the Employer in accordance with the applicable provisions of state law.
2. The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all applicable steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Union. The Union shall give written notice to the University President and the Chancellor or designee that it intends to submit a grievance to arbitration.
3. The Union and the Employer shall select an arbitrator from the following panel: Gary Altman, Richard Boulanger, Diane Cochran, Richard Higgins, Sharon Henderson Ellis, Marcia Saylor, Roberta Golick, Ann Gosline, Michael Ryan and Gary Wooters. They shall be selected by rotating turns. If the arbitrator next in line is not available, the next available shall be selected.
4. The arbitrator shall convene a hearing giving due regard to the necessity of the parties for time to prepare and the availability of witnesses, if any. The arbitrator shall give at least ten (10) days notice to the parties prior to the scheduled hearing date.

The Union and Employer shall have the right to be represented by counsel at any hearing convened by the arbitrator pursuant to the provisions of this Article. All proceedings before the arbitrator, including

his/her jurisdiction to inquire into any issue presented by the complaint and his/her authority to render an award, shall be governed solely by the provisions of this Article.

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

a. Whether the Union and such employee or group of employees, where an employee or group of employees sought resolution of the grievance through the applicable steps of this Article, has complied with the procedures for initiating and pursuing a grievance as set forth in this Article;

b. Whether the complaint alleges an express breach of the contract;

c. Whether the arbitrator has jurisdiction to arbitrate; and

d. Whether an express provision of this Agreement has been violated in its application to the grievant. The arbitrator shall render a decision in writing, shall state the reasons therefore, and shall promptly provide copies of the decision to the parties to the arbitration proceeding.

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

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

A stenographic record may be made of an arbitration hearing, with the party desiring a copy paying the cost of such record. If both parties desire copies of the stenographic record, they shall share the cost equally. If a stenographic record is made of the arbitration hearing, a copy shall be given to the arbitrator.

Section 22.4

The following expedited arbitration process may be used to resolve grievances at the arbitration stage instead of the arbitration procedure described hereinabove:

A. Consistent with time limits described elsewhere in this Article, the Union may request a hearing before a tripartite panel to consist of one neutral, who should be a trained arbitrator mutually agreeable to the parties, one person designated by the Union, and one (1) person designated by the Employer. The tripartite session may be held following the conclusion of step three. While only the Union

may request expedited arbitration, nothing shall prohibit the Employer from suggesting that a particular case might be appropriate for this process.

- B. The Union's request for a tripartite hearing shall be sent to the campus labor relations administrator or designee on a form which also contains a waiver signed by the grievant which states that he/she understands the panel's decision is final and binding and that he/she waives any right to file for arbitration. The Employer shall review the Union's request for a tripartite hearing and shall notify the Union within twenty (20) days whether it agrees to the request.
- C. Termination cases shall be excluded from consideration under this process.
- D. Any materials which the parties may wish to submit for consideration by the tripartite panel must be submitted to each of the panel members no fewer than seven (7) days in advance of the hearing.
- E. At the hearing, the Union and the Employer may each make a presentation not to exceed thirty (30) minutes. Each party may then respond to the other's presentation for no more than ten (10) minutes. There shall be no formal rules of evidence. There shall be no cross examination, but either side may, through the neutral, ask questions they deem relevant and necessary in the decision-making process. There shall be no post-hearing briefs.
- F. The neutral may, prior to, during, or following a presentation, meet with the parties informally to discuss matters relevant to the grievance, including mediation and/or settlement recommendations. The neutral may not compel a settlement. At the hearing, both parties shall have a decision-making authority present in the event a settlement is proposed.
- G. The tripartite panel shall rule on the grievance by majority vote. Deliberations of the panel are limited to thirty (30) minutes per case. All decisions of the tripartite panel are final, binding, non-precedent setting, and may not be the subject of arbitration. The vote of each individual panel member may not be discussed or reported outside of the deliberation. The decision, which shall be a paragraph in length, will be mailed to the grievant, the Union, and the Employer the day following the hearing unless otherwise agreed to by the parties.
- H. Fees charged by the elected neutral shall be paid equally by the Union and the Employer.
- I. The Unit-wide Labor/Management Committee shall regularly review the program and make any minor modifications deemed necessary.

Section 22.5 Application

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

Section 22.6 Admission & Grounds of Appeal

- A. Admission - The resolution of a grievance by the immediate supervisor, the department head, the Chancellor, 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 justiciable according to any applicable provisions of the laws of the Commonwealth.

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

Section 22.7

In addition to its right to be present at all grievance steps, the Union shall receive a concurrent notice of all grievance hearings and decisions at step 2 and above.

Article 23

Personnel Files

Section 23.1

- A. An employee shall have the right to inspect his/her personnel file during regular business hours upon request and when necessary by appointment, and shall have a right to copy at his/her expense. The Union, or a representative thereof, shall have access to an employee's personnel file upon prior written authorization of such employee.
- B. There shall be only one (1) official personnel file for the employee.
- C. Unit members shall not be charged for "reasonable" copies of material within their personnel file.

Section 23.2

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

Section 23.3

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

Section 23.4

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

Section 23.5

Upon request of the employee, negative material shall be removed from the employee's Personnel File unless the Contract Administrator determines it shall not be removed. 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, and the importance of the material to maintaining necessary information about an employee's University service. The decision of the Contract Administrator as to whether material will be removed from the file shall be issued in writing with reasons. In the case of material that is more than two years old, the decision of the Contract Administrator shall be subject to review through the grievance

arbitration procedure as to whether the decision to not remove material was unreasonable. The parties agree to use an expedited process with the Board of Conciliation and Arbitration for those decisions by the Administrator that are challenged by the Union in arbitration pursuant to this Section. The parties recognize that letters of suspensions are considered negative material under the terms of this Section.

Article 24

Evaluation Of Employees

Section 24.1

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

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

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

Section 24.2

Performance evaluation of an employee shall be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position with the exception of a probationary employee who shall be evaluated at completion of the first three (3) months of probationary service and within one month prior to the completion of the probationary period. Such evaluation will be recorded in writing on the form attached hereto, and shall be made on the basis of the following criteria:

- A. Quality and quantity of work;
- B. Work habits;

- C. Work attitudes;
- D. Working relationships with others;
- E. Supervisory ability (if employee supervises others).

Section 24.3

- A. To the extent practicable, an employee who may be nearing a "Does Not Meet Standards" rating shall be counseled by his/her supervisor at least three (3) months in advance of the final stage of the evaluation as to the specific areas that must be improved and what he/she must do to attain a "Meets Standards" rating.
- B. Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.
- C. Upon receipt of a "Does Not Meet Standards" evaluation, the employee shall receive a remedial plan on how to reach a "Meets Standards" rating.

Section 24.4 Section Evaluation Appeal Process

- A. If a "Does Not Meet Standards" rating is received, the employee will receive a ninety (90) day re-evaluation period.
- B. The re-evaluation period shall be ninety (90) days in length. An employee shall have his/her re-evaluation done at the end of the ninety (90) day period to determine if a "Meets Standards" rating has been achieved.
 - 1. If an employee receives a "Meets Standards" evaluation during the re-evaluation process, he/she shall be eligible for the denied step and/or salary increase effective from the date of receiving the "Meets Standards" rating.
 - 2. At the end of the re-evaluation period, an employee who continues to receive a "Does Not Meet Standards" rating shall be able to make a one-time appeal of the re-evaluation rating to the tripartite panel. This appeal must be filed at the President's level within ten (10) days of the re-evaluation. Such appeal may not be filed if the employee has already filed an appeal at the time of the original "Does Not Meet Standards" review.
- C. Whether or not an employee receives a "Does Not Meet Standards" rating during the re-evaluation process, his/her anniversary date for step purposes shall not be retarded.

Section 24.5

- A. An employee may not grieve the substance of his/her evaluation, except where such evaluation results in a negative action.
- B. Employees may grieve the evaluation procedure, as set out in the preceding sections of this Article, to step 4 of the grievance procedure.

Section 24.6

The implementation of section 24.3, sub-sections A and C, and section 24.4 of this article shall be subject to guidelines developed by a campus labor-management committee.

Section 24.7

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

Section 24.8

The Union and Employer will form a joint committee of three (3) representatives from each side to recommend a new evaluation form not later than July 1, 2000. Upon recommendation, the parties shall meet and determine if such form shall be put it use for evaluation of bargaining unit employees.

Section 24.9

Whenever pay increases are based on a satisfactory rating on an employee evaluation in cases where supervisors have not completed the appropriate evaluation, no member shall be denied an increase on that basis.

Article 25

Labor/Management Committee

There shall be established, a Committee to be known as the Labor/Management Committee. Such Committee shall be comprised of no more than six (6) members: three (3) representing the Employer and three (3) representing the local Union. Such representatives shall be appointed respectively by the Chancellor and the local Union. In addition, the Chancellor shall designate the chairperson for campus administration and the Union shall designate the chairperson for the Union. The purpose of said committee shall be to discuss matters of mutual concern to the campus and the Union.

There shall be four (4) meetings per year, unless mutually agreed otherwise, with the position of chairperson alternating between the campus administration and the local Union. Both parties may submit items for the agenda to the chairperson at least two (2) weeks in advance of any scheduled committee meetings. The agenda shall be distributed one (1) week in advance of any scheduled committee meetings. It is understood that said committee shall not discuss pending grievances and shall have no power to negotiate, alter, or amend the terms of this Agreement.

Article 26

No Strike/No Lockouts

Section 26.1

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

Section 26.2

The Union shall exert its best efforts to prevent any violation of section 26.1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

Section 26.3

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

Article 27

Cost Items And Appropriation By The General Court

Section 27.1

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

Section 27.2

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 27.3

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

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

Article 28

Health And Safety

Section 28.1

The Employer shall comply with any and every applicable statute, federal and state, and with any such rules and regulations as may be promulgated there under, that govern the conditions of health and safety in the place of work of its employees. The Employer may promulgate and enforce any such rules and regulations, as it may deem appropriate from time to time, to provide for the safety of its employees and to ensure compliance with any such statute or with the rules and regulations promulgated there under. Prior to the promulgation of any such rules and regulations by the Employer, the Chancellor shall consult with representatives of the Union regarding such rules and regulations and their enforcement; provided however, consultation shall not be required in respect of such rules and regulations in force at any campus on the date of this Agreement.

All work related injuries shall be reported to the appropriate administrator immediately upon their occurrence or when the employee has knowledge of such injuries in accordance with the procedures in effect at the University. When an employee is injured while at work, the Employer shall complete and process the standard form for Employer's First Report of Injury within two (2) days from the filing of said report with a copy to the employee.

Grievances involving the interpretation or application of the provisions of this Article not resolved at step 3 of the grievance procedures, set forth in Article 29 of this Agreement, may be referred to a three (3) member review committee within seven (7) days of receipt of the step 3 decision. Said committee shall be comprised of the Director of Environmental Health and Safety or equivalent, one Union-designated representative and one management-designated representative to review and make recommendations to the Chancellor. The committee shall meet within fifteen (15) working days of said referral and shall make recommendations within ten (10) working days of the meeting. Time limits may be extended by mutual agreement of the parties.

Supervisors covered by this Agreement are essential to the implementation and maintenance of an effective safety program. Supervisors are expected to exercise their independent judgment and authority in assuring that all safety standards, including those in this and other collective bargaining agreements, are honored. Supervisors should be aware of and enforce all applicable rules policies, regulations, and laws pertaining to safety at work. The provisions concerning safety in this Article are clearly understood not to be an exhaustive list of all safety practices and procedures which supervisor's should enforce.

Section 28.2

There shall be established a committee to be known as the Union/Management Safety Committee. Such committee shall be composed of six (6) members, three (3) representing the Employer and three (3) representing the Union. Such committee may

reduce their number by mutual agreement. The purpose of the committee shall be to promote a safe, clean, and wholesome environment; the development of safety programs and procedures; and shall focus attention on any injuries which have resulted; and would serve to alter or revise any such programs or procedures. There shall be at least four (4) meetings of the committee each year. Additional meetings shall be arranged at the request of either party.

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

Section 28.3

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

Section 28.4

1. Employees shall have a First Aid kit available in their work area.
2. No employee shall be required to lift unreasonable weights without adequate assistance.
3. No employee shall be required to operate defective equipment.
4. Where it is currently the practice, at least two employees shall be assigned when working underground, in tunnels, in crawl spaces, in hazardous areas where steam, sewage, electrical, or other systems exist, in trenches with a depth of five (5) or more feet, or when working more than ten (10) feet above the floor or the ground. For other institutions, appropriate precautions (i.e. additional staffing, close supervision, etc.) will be taken to ensure the safety of employees working in these hazardous areas.
5. The provisions of all applicable rules, standards, regulations, and codes promulgated under the provision of the General Laws shall apply to all apparatus, materials, equipment, and structures their installation, maintenance and operation within this University. The Employer and the Union shall endeavor to conform to such rules, standards, regulations, and codes.
6. Employees shall notify the appropriate office of the University (i.e. Labor Relations Department or the Physical Plant Division) prior to notifying any administrative agency of the Commonwealth of any condition or situation concerning work orders, or work performed requiring a license, a certificate of competency, certificate of registration, or a permit.

7. Employees shall not work in areas, known by management, where toxic or radioactive materials are present unless they are made aware of the hazards. All such hazards shall be posted and identified.
8. Employees needing transportation shall be transported in enclosed vehicles during cold and/or inclement weather to perform assigned duties.
9. Employees shall not be assigned excessive or unreasonable workloads.
10. All work shall be performed under safe and sanitary conditions; provided, however, the workforce may be used to correct an unsafe or unsanitary condition.
11. The Employer shall supply chemicals to eliminate nauseous odors.
12. Employees assigned to work exposed to unreasonable conditions of weather or extremities in temperature shall be allowed reasonable rest periods each hour.
13. An occupational health and safety program is available to employees for emergency care.
14. The Employer shall comply with the rules and regulations of the Commonwealth of Massachusetts which apply to the University. The Employer agrees to endeavor to arrange for transportation to a medical facility for any employee requiring medical treatment.
15. No employee shall be assigned to work in areas where heavy moving machinery, high voltage current, or nauseous gases are present unless he/she is accompanied by one or more other employees.
16. Except at locations where it is currently the practice of the custodial force to wash windows on the outside of buildings where it is necessary to use extension ladders, safety belts, boatswain chairs, staging, and power lifts, no member of the custodial force shall be required to perform such tasks using said equipment.
17. Any grievance which cites an alleged violation of this Article and which remains unresolved following the step 2 decision may be referred to the campus Department of Environmental Health and Safety for an evaluation and recommendation in writing prior to proceeding to step 3.
18. With all reasonable speed, areas found to contain friable asbestos containing materials shall be posted and all reports of suspected areas of asbestos hazard shall be promptly investigated.

Section 28.5

- A. In order to promote and establish a safe environment within the workplace the parties hereto agree that health and safety issues relative to VDT's shall be an appropriate item for discussion by the labor/management committee as established in Article 32.
- B. VDT operators shall not be required to perform continuous duties at the work screen for periods in excess of two (2) hours at a time. For each consecutive two (2) hour period worked at his/her station, the employee shall be entitled to be away from the screen for a contiguous period of fifteen (15) minutes. Such fifteen (15) minute period may consist of an alternative job assignment, any break, or lunch period otherwise authorized by this Agreement.
- C. The Chancellor/designee shall make reasonable efforts to reduce Repetitive Strain Injuries within the institution.
- D. Pregnant employees who work on VDT systems may request temporary reassignment within their job description or a comparable position and be reassigned within two weeks of notification for the duration of the pregnancy. Such work assignment shall be determined by the Chancellor. This request must be in writing to the Chancellor with verification from the employee's physician.

Section 28.6

Employees who are required to wear safety shoes by Management shall be supplied with such shoes. The safety shoes supplied shall comply with all applicable regulations. A joint labor-management committee shall be established consisting of three representatives of each party to assess which jobs require safety shoes. The decision of management as to who wears safety shoes shall be final and is not subject to the grievance and arbitration provision of this Agreement.

Section 28.7 Hearing Testing

The University agrees to provide base line hearing tests at no costs to unit members who have been identified by appropriate University health and safety officials and whose names are listed on the attached document over the course of the next year beginning with the funding of this Agreement by the state legislature. Once identified, the University will take the necessary steps to adequately protect the members and reduce the possibility of any further hearing loss. Subsequent to implementation, base line hearing tests will be conducted annually at no additional cost to the employee.

- The attached list represents current positions eligible for base line testing.
- Tests will be conducted by providers designated by the University.
- The University will not assume cost or liability for an employee(s) who elects to have baseline testing performed elsewhere or by providers not designated by the University.

All Institutional Maintenance Foremen whose primary duty is not clerical
All Head of Grounds
All Motor Equipment Mechanic IVs
Tech Specialist IIs in Utilities and Facilities Services

Article 29

Contracting Out

Prior to issuing any requests for bids or proposals for consultants or outside vendors which may involve layoffs of union employees or contracting out of bargaining unit work not currently contracted out, the Employer shall notify the Union. A Labor/Management Committee shall meet within five (5) working days at the Union's request to discuss alternatives to contracting out. When contracting out is contemplated which will result in a layoff, but prior to its implementation, there shall be established, at the campus level, a Special Labor/Management Committee. The committee shall consist of persons designated by the appropriate Union officials and persons designated by the Employer. Said committee's review may include, but is not limited to the cost effectiveness of one system compared to the other (PSU/MTA UNIT B Supervisory unit members vs. outside vendor); the quality of work and the impact on career development. Within a reasonable amount of time, if possible, the committee shall develop and recommend alternatives. The parties shall establish a Special Labor/Management Committee to address general areas of concern relating to the contracting out of services.

Article 30

Employee Compensation

COMPENSATION ADJUSTMENTS

Definitions:

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

Effective first full pay period in July 2017: 1.0% base rate salary rate increase for members who were on the payroll as July 1, 2017.

Effective first full pay period in July 2017: If fiscal year tax returns, as defined in paragraphs (a) and (b), above, equal or exceed \$27.072 billion, 1.0% base rate salary increase for members who were on the payroll as of July 1, 2017.

Effective first full pay period in July 2018: 2.0% base rate compensation increase for members who were on the payroll as of July 1, 2018.

Effective first full pay period in July 2019: 2.0% base rate compensation increase for members who were on the payroll as of July 1, 2019.

To be eligible for any adjustment increases contained in this paragraph, an employee must be, including an authorized leaves of absences, on the effective date of such adjustment increases and either (a) on the payroll during the paid period

during which the such adjustment 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.

Section 30.2 Step Rate Increases and Promotions.

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

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

- B. An employee who is promoted, as defined in Article 13, shall move to the step in the new classification based on step for step. The anniversary date for such employees shall become the date of the promotion.
- C. An employee who is voluntarily or involuntarily appointed to a position in a lower salary grade, shall be placed on the appropriate biweekly step rate in the lower salary grade that is as close to but not equal to or greater than the employee/s biweekly step rate in their current position.

Section 30.3 General Provisions

- A. Salary rates of full-time employees are set forth in the Appendices to this Article which are attached hereto and hereby made a part of this Article.
- B. The salary rates set forth in said Appendices shall remain in effect during the term of this Agreement. Salary rates shall not be increased or decreased except in accordance with the provisions of this Article.
- C. Employees shall be compensated on the basis of the salary rate for their official job classification.

Section 30.4 Regular Part-Time Employees

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

Section 30.5 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 his/her 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 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 30.3 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 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 higher grade level than the position which they are being hired into, shall be placed at a step-in-grade within his/her new job grade based upon the employee's creditable years of service in the 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.

30.6 Eligibility

Bargaining unit members who were employed as such on the effective date of the salary increases provided under this Article but who retire, die, are laid off, were on an approved leave of absence, or transfer to another position at the University prior to the payment of such increases, shall be entitled to receive such increases through the date on which their service as a member of the unit terminated. Bargaining unit members whose service terminates for other reasons prior to the Governor's signing of the appropriation shall not be eligible for such increases. An employee who was active during the dates of the Agreement and terminated for cause shall be eligible for compensation if subsequently reinstated due to an Arbitrator's award.

Section 30.7

Effective July 8, 2007, an amount equal to 0.3% of state funded payroll as of July 7, 2007 was paid into the Special Campus Needs Pool on each campus; this fund continues to be renewable on an annual basis.

The remaining monies in each campus pool shall be used to address economic issues of the bargaining unit as agreed upon by both the Union and University Administration on each campus. The parties agree to meet by January 1, 2010 to determine a plan for the expenditure of the Pool for the contract years July 2009 - June 2012.

Article 31

Savings Clause

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

The provisions of this Article notwithstanding the parties may by mutual agreement, upon the request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date as provided in Article 32.

Article 32 Duration

This Agreement shall be for the three (3) year period from July 1, 2017 through June 30, 2020 and the terms and conditions of employment contained herein shall become effective on the date of its execution by the parties unless otherwise specified.

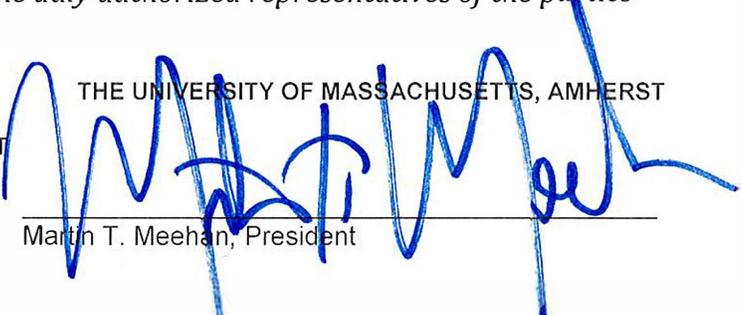
At the request of either Party, negotiations for a subsequent agreement will be commenced at a time agreed to by the Parties. This Agreement will remain in full force and effect until a new Agreement is executed or an impasse in negotiations is reached.

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

In witness of these terms and conditions the duly authorized representatives of the parties affix their signatures below:

FOR THE PROFESSIONAL STAFF UNION/ FOR
MASSACHUSETTS TEACHERS ASSOCIATION/
NEA UNIT B (NON-EXEMPT SUPERVISORY UNIT)

THE UNIVERSITY OF MASSACHUSETTS, AMHERST



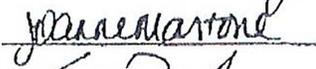
Martin T. Meehan, President



Brian Lynch



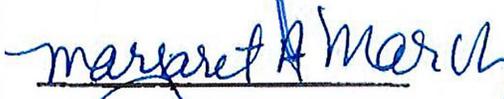
Dennis R. Bruffee



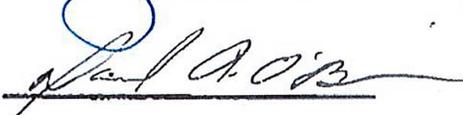
Margaret A. March



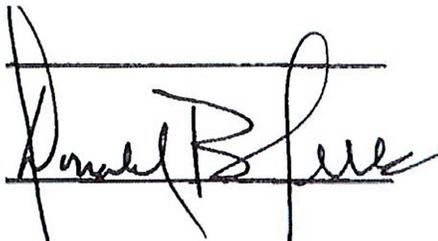
Paul A. O'Connell



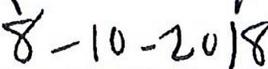
Paul A. O'Connell



Donald B. Lee



Donald B. Lee



8-10-2018

Side Letters And Agreements

SIDE AGREEMENT

Notwithstanding the recognition provisions of Article 3 herein the following individuals regardless of title are members of this Unit: John Rogoloweski.

SIDE LETTER A - PARKING

The Union accepts the multi-union agreement reached between the University and its several unions as to parking rates and waives any right to bargain over parking rates addressed in that agreement. This unit shall be included in any future multi-union bargaining over parking rates.

SIDE LETTER B - CELL PHONES

The parties mutually agree that the provision of cellular phones to employees required to travel to perform University related business is a desirable policy.

Within sixty (60) days of the execution of this Agreement, the members of this unit shall have access to those cellular phones provided through the Vice Chancelleries pursuant to the PSU/MTA UNIT B Agreement.

SIDE LETTER C - ESSENTIAL EMPLOYEE LIST

The Employer agrees to provide to the Union the list of employees designated as essential for weather and other emergency situations.

SIDE LETTER D - BLOOD BORNE PATHOGENS

The parties agree that employees whose occupations may place them at risk for exposure to blood-borne pathogens should receive education and information about treatment for such exposures. Any recommendation or policy which results from the review of this issue by the professional unit Campus Labor/Management committee shall be widely disseminated and all bargaining unit members of Unit B shall be informed of appropriate procedures and treatment and its availability in cases of exposure.

SIDE LETTER E - WELLNESS PROGRAM

If the process described in the PSU/MTA Unit B contract results in the establishment of a wellness program for departments represented in this bargaining unit, then the Labor/Management committee shall discuss its application to this unit.

SIDE LETTER F - AGREEMENTS PERTAINING TO CAMPUS SECURITY

The following provisions shall apply to Institutional Safety Officers who are members of this bargaining unit and employed in the Department of Public Safety:

1. Where uniforms are required, present practice regarding issuance, cleaning, maintenance, and replacement will continue.

Each officer will be allowed a sum of money annually to purchase uniforms, supplies, and equipment through the department's procurement system. Effective July 1, 1999, an allowance of five hundred dollars (\$500.00) will be provided.

2. Notwithstanding the provisions for premium pay for overtime work, employees may be required to attend daily roll call which shall commence fifteen minutes before the start of their regular shift. No overtime compensation shall be paid for roll call. However Unit B employees who are required to stand roll call shall receive forty dollars (\$40.00) roll call pay for each workweek. An employee who is late for roll call shall not receive roll call pay for that work day.
3. Should the Department of Public Safety change the uniforms worn by campus security, it shall continue the past practice in providing start-up uniforms and equipment for the new uniform.

SIDE LETTER G - ADA ESSENTIAL FUNCTIONS REVIEW

During the life of this agreement, the Union acknowledges and agrees that an ADA essential functions review of unit positions may occur. The Union 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 forum to refer issues and concerns raised by unit members about such review. The Employer 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 H - NOTIFICATION OF INTEREST IN JOBS

During the life of this agreement, if the University 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 Union. 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 I - PROMOTION FACTOR FOR TOP STEP

Effective July 1, 2006, change one and four one-hundredths (1.04) to one and one tenth (1.1). The employee's new salary rate shall be the first rate in the higher job group that at least equals the resultant sum.

SIDE LETTER J - PHYSICAL PLANT ESSENTIAL EMPLOYEES COMPENSATION ON EMERGENCY CLOSURE DAYS

Physical Plant employees designated as essential reporting to work during University closures due to inclement weather shall receive double time pay instead of compensatory time for all hours worked during such closure.

SIDE LETTER K - PROFESSIONAL DEVELOPMENT FUNDS

The Union and the Employer recognize that a supplemental appropriation may be assessed to provide funds for professional development which was formerly provided by appropriations, such as those provided for in the Career Training Fund authorized by Article 19 of this agreement. Should such appropriation be made, the parties will meet to discuss the distribution of such funds within any restrictions which may have been provided for such appropriation. The University shall have no obligation to provide funds for Career Training or other professional development under this contract, unless they are provided by supplemental appropriation. This shall be a non-published side letter.

SIDE LETTER L - CONSIDERATION OF ALTERNATIVE SALARY DETERMINATION SYSTEM

Within ninety (90) days of the President of the University signing this Agreement, a labor-management committee shall be established to consider and recommend to the parties for ratification alternative systems for determining salary such as replacing the step schedule with salary ranges.

SIDE LETTER M - SAFETY EQUIPMENT REVIEW COMMITTEE

During the life of this Agreement a Labor-Management Committee will be established consisting of three (3) bargaining unit employees and a management representative from Physical Plant, Housing and Dining Services to review the provision of safety equipment and to recommend more uniform practices.

SIDE LETTER N - MIDTERM NEGOTIATIONS AROUND DRIVER'S LICENSE

Upon completion of these negotiations, the parties agree to participate in midterm negotiations on the topic of employees' requirement to notify management concerning his or her ability to operate University or State vehicles, or to drive personal vehicles for University business. Such negotiations shall be completed no later than June 30, 2009.

SIDE LETTER O - REASONABLE SUSPICION DRUG & ALCOHOL TESTING

During the life of this agreement, a joint committee, consisting of three (3) members from each side, shall meet, discuss and, where necessary, bargain over Reasonable Suspicion Drug and Alcohol Testing language as referenced in the initial proposals with a goal of reaching an agreement on such language for inclusion in the contract, taking effect July 1, 2014.

In witness to the agreement reached on the terms and conditions of employment and memorialized in this agreement the duly authorized representatives of the parties' affix their signature below on this _____ day of _____, 2012.

SIDE LETTER P - REALLOCATION OF INSTITUTIONAL MAINTENANCE FOREMEN (IMFs)

Institutional Maintenance Foreman (IMFs) will be reallocated to Grade 18 effective July 1, 2015.

Appendix A

Guidelines For Sick Leave Bank

Statement of Purpose: The Sick Leave Bank was established under the provisions of the collective bargaining agreement (Article 20.2). It is intended to provide paid leave time to members who:

- Are absent from work due to a non-work related injury or illness where there is a reasonable expectation, based on medical documentation, of the member returning to the position held at the time a medical leave due to the illness or injury began. The Sick Leave Bank is not intended as a substitute for Long-Term Disability Insurance protection.
- Are absent from work due to parental leave or serious illness of a family household member.

All bargaining unit members covered by the PSU/MTA agreements are members of the Sick Leave Bank on their campus. Contributions of time to the bank is not necessary in order to become a member. However, if the total number of days in the Amherst bank falls below 1,000, or if the total number of days in the Boston bank falls below 500, each full-time employee shall donate seven and a half (7.5) hours of sick leave to the bank. A regular part-time employee shall donate sick leave in the same proportion that her/his part-time service bears to full-time service.

The decisions of the Board are final and binding and not subject to any campus grievance or appeal procedure. Under normal circumstances, the Sick Leave Bank Board on each campus meets as needed, to consider outstanding applications.

SECTION 1 FOR ILLNESS OF BARGAINING UNIT MEMBER

A. Eligibility

1. A member is eligible to apply for paid leave time from the bank upon their membership in the bargaining unit.
2. A member is eligible to apply for paid leave time from the Sick Leave Bank if there is a reasonable expectation, based on medical documentation, that the member will return to the position held at the time a medical leave due to the illness or injury began.
3. Before drawing days from the Sick Leave Bank, a member must use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this

section and the Board has approved his/her Sick Leave Bank application, he/she shall immediately be eligible to draw days from the Sick Leave Bank.

4. A member who is receiving income from Workers' Compensation benefits may not draw upon the Sick Leave Bank to supplement that compensation.
5. A member who is collecting regular (greater than the minimum) benefits from a Long Term Disability insurance (LTD) plan may not draw from the Sick Leave Bank to supplement those benefits.

A member may draw from the Sick Leave Bank to supplement Long Term Disability Insurance so long as they are not collecting regular (greater than the minimum LTDI) benefits.

B. Allowable Term

1. The initial award of time for a member granted paid leave time from the Sick Leave Bank due to his/her own illness or injury shall be no greater than 12 weeks.
2. Each extension of time granted an employee beyond the initial award may be no greater than 12 weeks.
3. A member granted part-time paid leave from the Sick Leave Bank is responsible for coordinating use of Sick Leave Bank paid leave time with his/her supervisor in order to meet both the demands of the medical condition and the needs of the department.
4. Paid leave time received from the Sick Leave Bank by a part-time PSU/MTA member shall be pro-rated based on the member's percentage of full-time effort.
5. Any vacation, sick or personal leave accruing to a member who is drawing upon the Sick Leave Bank during a given pay period shall accrue to the bank.
6. Paid leave time granted to FMLA eligible (see glossary) members runs concurrent with FMLA benefits (see glossary.)

C. Application Procedures

1. Application forms may be obtained from each campus' Division of Human Resources and/or the PSU office.

2. A completed application form must be submitted to:
 - Amherst: The Division of Human Resources Information Center, 3rd Floor, Whitmore Administration Building;
 - Boston: Human Resources, Quinn Administration Building, 3rd floor.
3. If the Sick Leave Bank Board is unable to make a determination regarding a request for paid leave time based on the information provided on the Sick Leave Bank application, the Board may request information it perceives will assist it in making a determination, and which is relevant to consideration of that application. Information that may be requested may include, but is not limited to:
 - a. Clarification of the employee's and/or medical practitioner's portion of the application,
 - b. Submission of a completed federal Certification of Health Care Provider form,
 - c. Medical practitioner's written feedback:
 - (i) Regarding the Sick Leave Bank applicant's ability to return to his/her pre-injury/illness job (hours and duties), and;
 - (ii) Regarding any job modifications necessary for this to occur.
 - (iii) This feedback will be made based on a copy of the applicant's University position description (as forwarded by the Board with its request for information) and a discussion between the applicant and medical practitioner regarding the applicant's University working environment.
 - d. This same information may be requested from a second medical practitioner.
If this is requested, any resultant costs shall be paid by the University.
 - e. The purpose of such additional information shall be exclusively to aid the Sick Leave Bank Board in determining whether to grant, modify, or reject an application for drawing days from the Bank.

SECTION 2 PARENTAL LEAVE FOR THE CARE OF A CHILD IN THE EVENT OF BIRTH, ADOPTION, OR FOSTER CARE PLACEMENT

A. Eligibility

1. The member must have been regularly employed by the University for at least six (6) months prior to the requested leave.

2. The member must intend to be a caregiver to the child during the period of leave.
3. Before drawing days from the Sick Leave Bank, a member must first use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section and the Board has approved his/her Sick Leave Bank application, he/she shall be immediately eligible to draw days from the Sick Leave Bank.

B. Allowable Term

1. FMLA eligible members (see glossary) may utilize the Sick Leave Bank to cover up to a maximum of 26 weeks.
 - a. Regardless of whether a member has used FMLA eligible leave during the calendar year, the member may utilize the Sick Leave Bank, as per Article 19.1A.
 - b. Paid leave time granted to FMLA eligible members runs concurrent with FMLA benefits.
2. A member who is not eligible for leave under the FMLA can utilize the Sick Leave Bank for a maximum of 8 weeks.
3. Any vacation, sick or personal leave accruing to a member who is drawing upon the Sick Leave Bank during a given pay period shall accrue to the bank.
4. A member granted part-time paid leave from the Sick Leave Bank is responsible for coordinating use of Sick Leave Bank paid leave time with his/her supervisor in order to meet both the demands of the medical condition and the needs of the department.

C. Application Procedures

1. A member must apply to the Sick Leave Bank on the requisite application form at least one month in advance of an anticipated date of commencement of leave, unless he/she is eligible for waiver due to unforeseen circumstances, as approved by the Sick Leave Bank Board. Application forms may be obtained from each campus' Division of Human Resources and/or the PSU office.
2. A completed application form must be submitted to:
 - Amherst: the Division of Human Resources Information Center, 3rd Floor, Whitmore Administration Building;
 - Boston: Human Resources, Quinn Administration Building, 3rd floor.

3. Approval of Sick Leave Bank paid leave time shall be subject to documentation of birth, adoption, or foster child placement. The member is responsible for providing the Board notification of the birth, adoption, or foster placement as soon as reasonably possible. To complete the application procedure, a copy of the birth, adoption, or foster placement record must be forwarded to the campus' Division of Human Resources for inclusion in the Sick Leave Bank request file.

SECTION 3 FOR SERIOUS ILLNESS OF FAMILY OR HOUSEHOLD MEMBER

A. Eligibility

1. The member must have been regularly employed by the University for at least six (6) months prior to the requested leave.
2. Before drawing days from the Sick Leave Bank, a member must first use all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once a member has used up leave in accordance with this section and the Board has approved his/her Sick Leave Bank application, he/she shall be immediately eligible to draw days from the Sick Leave Bank.
3. The Sick Leave Bank Board will consider a request for leave to care for the spouse, domestic partner, child, parent, or sibling of either a bargaining unit member or his/her spouse or domestic partner, employee's grandchild or grandparent, or a relative living in the immediate household of a bargaining unit member in the event of a serious health condition.

B. Allowable Term

1. Sick Leave Bank benefits may be granted to supplement a member's paid benefit time up to a maximum of 26 weeks. The 26 week maximum is inclusive of time covered by the member's accrued benefit time.
 - a. Paid leave time will not exceed a maximum of 26 weeks.
 - b. Paid leave time granted to FMLA eligible (see glossary) members runs concurrent with FMLA benefits.
2. Any vacation, sick or personal leave accruing to a member who is drawing upon the Sick Leave Bank during a given pay period shall accrue to the bank.
3. A member granted part-time paid leave from the Sick Leave Bank is responsible for coordinating use of Sick Leave Bank paid leave time with his/her supervisor in order to meet both the demands of the medical condition and the needs of the department.

C. Application Procedures

A member must complete Section 1 of the Sick Leave Bank Application form. A U.S. Department of Labor Certification of Health Care Provider form (Form WH-380) must accompany the completed application. Application forms may be obtained from either campus' Division of Human Resources and/or the PSU office.

These documents must be returned to:

- Amherst: The Division of Human Resources Information Center, 3rd Floor, Whitmore Administration Building;
- Boston: Human Resources, Quinn Administration Building, 3rd floor.

Glossary

Child

Natural, adopted, foster, stepchild, or child under legal guardianship of a bargaining unit member.

FMLA

Family Medical Leave Act: A federal regulation that allows eligible employees 12 weeks of leave, with or without pay, under certain conditions.

If a member has been employed by the University for at least 12 months and has worked no fewer than 1,250 hours for the University during the 12 months prior to their leave, the member is eligible for coverage under the federal Family Medical Leave Act (FMLA). For the purposes of Sick Leave Bank coverage a member may be eligible for up to 26 weeks of coverage in any given calendar year.

Health Care Provider

Doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, clinical social workers, optometrists, chiropractors, nurse practitioners, nurse-midwives, and Christian Science practitioners.

LTDI

Long Term Disability Insurance – An optional insurance plan which replaces some portion of an employee's salary if the employee is not able to perform their job for a defined period of time.

Medical Evidence

Satisfactory medical evidence shall consist of a signed statement by a health care provider (as defined above).

The statement should confirm that he/she has personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee is unable to perform his or her duties due to the specific illness or injury, and the prognosis for the employee's return to work. In cases where the employee is absent due to a family member's illness or injury, satisfactory medical evidence shall consist of a U.S. Department of Labor Certification of Health Care Provider form (form WH-380) signed by the health care provider indicating that the person in question has been determined to be seriously ill and needs care on the days in question.

Non-Work Related Injury

An illness or injury for which an employee is not eligible for Workers Compensation Benefits.

Return to Work

A reasonable expectation, based on medical documentation, that a member will return to the position held at the time a medical leave due to the illness or injury began.

Serious Health Condition

As defined under the federal Family Medical Leave Act guidelines.

SLB

Sick Leave Bank – A pool of sick leave days for which a Board approves the use, based on written application and medical verification submitted by a Sick Leave Bank member.

Workers Compensation

State sponsored income protection for employees injured on the job. Approval is determined by the State Division of Human Resources. It replaces 60% of an employee's average weekly wage.

Appendix B

Request For Substitution Of Sick Leave

This form must be completed and submitted no later than five (5) days after the date on which pay advices are distributed for the payroll period in which the substitution will be applied.

Name: _____ Title: _____

I would like to substitute the following, in lieu of sick time, for the purpose of calculating overtime compensation:

Date absent: Month/Day: _____ From: _____ To: _____

Total Overtime Hours worked: _____

Substitution Requested:

A. Compensatory Time: _____

B. Holiday Leave: _____

C. Personal Leave: _____

D. Vacation Leave: _____

This represents my: First ____ Second ____ Third ____ Fourth ____ Fifth ____

request for substitution this fiscal year (Satisfactory medical evidence must be attached)

Employee signature: _____ Date: _____

To be completed by the Department Human Resources Officer and returned to employee.

Date received by Department Human Resources Officer: _____

Decision: APPROVED _____ for _____ Hours of Substitution

DISAPPROVED _____ Reason: _____

Signature, Dept. Human Resources Officer: _____ Date: _____

Distribution: Human Resources Office (original), Supervisor (copy), Employee (copy)

Appendix C

UNIVERSITY OF MASSACHUSETTS/AMHERST

EMPLOYEE REQUEST FOR CHANGE IN WORK LOCATION OR ASSIGNMENT

(This application to be filed with department head or work location to which employee wishes to transfer)

NAME OF APPLICANT

(Last) (First) (Middle)

PRESENT DEPARTMENT _____

PRESENT TITLE _____

PRESENT GRADE _____ PRESENT LOCATION _____

DESIRED LOCATION _____

COMMENTS OR INFORMATION YOU WOULD LIKE TO MAKE CONCERNING THIS REQUEST:

(Date of Application)

(Signature of Employee)

(THIS FORM MUST BE RENEWED ON OR AFTER JANUARY 1 OF EACH YEAR)

.....Do not write below this line.....

FOR DEPARTMENT USE ONLY:

ADMINISTRATIVE GROUP OF APPLICANT _____

CAMPUS SENIORITY DATE OF APPLICANT _____

Schedule of Salary Rates

Effective July 9, 2017

Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Step 8 Bi-Weekly	Step 9 Bi-Weekly	Step 10 Bi-Weekly	Step 11 Bi-Weekly	Step 12 Bi-Weekly	Step 13 Bi-Weekly	Step 14 Bi-Weekly
01	\$ 1,052.04	\$ 1,071.23	\$ 1,090.72	\$ 1,110.57	\$ 1,130.78	\$ 1,151.43	\$ 1,172.38	\$ 1,193.72	\$ 1,215.49	\$ 1,237.67	\$ 1,262.36	\$ 1,287.61	\$ 1,313.35	\$ 1,339.62
02	\$ 1,072.85	\$ 1,092.02	\$ 1,111.56	\$ 1,131.47	\$ 1,151.65	\$ 1,172.28	\$ 1,193.29	\$ 1,214.62	\$ 1,236.38	\$ 1,258.43	\$ 1,283.59	\$ 1,309.28	\$ 1,335.41	\$ 1,362.13
03	\$ 1,090.40	\$ 1,111.97	\$ 1,133.99	\$ 1,156.42	\$ 1,179.31	\$ 1,202.74	\$ 1,226.53	\$ 1,250.83	\$ 1,275.59	\$ 1,300.89	\$ 1,326.88	\$ 1,353.45	\$ 1,380.46	\$ 1,408.08
04	\$ 1,121.02	\$ 1,142.72	\$ 1,164.73	\$ 1,187.21	\$ 1,210.19	\$ 1,233.48	\$ 1,257.33	\$ 1,281.59	\$ 1,306.35	\$ 1,331.54	\$ 1,358.15	\$ 1,385.32	\$ 1,413.00	\$ 1,441.24
05	\$ 1,140.37	\$ 1,163.80	\$ 1,187.67	\$ 1,212.08	\$ 1,236.93	\$ 1,262.33	\$ 1,288.29	\$ 1,314.74	\$ 1,341.77	\$ 1,369.27	\$ 1,396.62	\$ 1,424.56	\$ 1,453.03	\$ 1,482.06
06	\$ 1,182.75	\$ 1,206.04	\$ 1,229.99	\$ 1,254.23	\$ 1,279.06	\$ 1,304.30	\$ 1,330.10	\$ 1,356.38	\$ 1,383.20	\$ 1,410.53	\$ 1,438.74	\$ 1,467.49	\$ 1,496.83	\$ 1,526.75
07	\$ 1,212.24	\$ 1,237.84	\$ 1,263.87	\$ 1,290.60	\$ 1,317.83	\$ 1,345.66	\$ 1,374.12	\$ 1,403.09	\$ 1,432.69	\$ 1,462.93	\$ 1,492.21	\$ 1,522.05	\$ 1,552.47	\$ 1,583.50
08	\$ 1,240.81	\$ 1,268.43	\$ 1,296.65	\$ 1,325.50	\$ 1,355.04	\$ 1,385.22	\$ 1,416.12	\$ 1,447.65	\$ 1,479.88	\$ 1,512.85	\$ 1,543.06	\$ 1,573.96	\$ 1,605.44	\$ 1,637.53
09	\$ 1,288.29	\$ 1,318.49	\$ 1,349.32	\$ 1,380.92	\$ 1,413.29	\$ 1,446.39	\$ 1,480.25	\$ 1,514.87	\$ 1,550.36	\$ 1,586.72	\$ 1,618.42	\$ 1,650.76	\$ 1,683.79	\$ 1,717.44
10	\$ 1,338.54	\$ 1,370.67	\$ 1,403.56	\$ 1,437.22	\$ 1,471.71	\$ 1,506.98	\$ 1,543.16	\$ 1,580.17	\$ 1,618.04	\$ 1,656.87	\$ 1,689.99	\$ 1,723.78	\$ 1,758.24	\$ 1,793.41
11	\$ 1,385.54	\$ 1,420.52	\$ 1,456.41	\$ 1,493.16	\$ 1,530.87	\$ 1,569.49	\$ 1,609.13	\$ 1,649.78	\$ 1,691.37	\$ 1,734.06	\$ 1,768.73	\$ 1,804.05	\$ 1,840.16	\$ 1,876.95
12	\$ 1,446.97	\$ 1,483.84	\$ 1,521.55	\$ 1,560.29	\$ 1,599.97	\$ 1,640.61	\$ 1,682.32	\$ 1,725.13	\$ 1,768.98	\$ 1,813.97	\$ 1,850.23	\$ 1,887.24	\$ 1,924.94	\$ 1,963.42
13	\$ 1,528.46	\$ 1,567.42	\$ 1,607.39	\$ 1,648.38	\$ 1,690.40	\$ 1,733.47	\$ 1,777.68	\$ 1,822.95	\$ 1,869.47	\$ 1,917.09	\$ 1,955.49	\$ 1,994.54	\$ 2,034.41	\$ 2,075.10
14	\$ 1,592.37	\$ 1,637.65	\$ 1,684.37	\$ 1,732.41	\$ 1,781.73	\$ 1,832.56	\$ 1,884.75	\$ 1,938.48	\$ 1,993.75	\$ 2,050.59	\$ 2,091.56	\$ 2,133.39	\$ 2,176.01	\$ 2,219.52
15	\$ 1,672.66	\$ 1,721.93	\$ 1,772.64	\$ 1,824.81	\$ 1,878.51	\$ 1,933.74	\$ 1,990.65	\$ 2,049.26	\$ 2,109.61	\$ 2,171.76	\$ 2,215.17	\$ 2,259.49	\$ 2,304.67	\$ 2,350.80
16	\$ 1,763.15	\$ 1,816.87	\$ 1,872.16	\$ 1,929.13	\$ 1,987.84	\$ 2,048.34	\$ 2,110.61	\$ 2,174.93	\$ 2,241.12	\$ 2,309.30	\$ 2,355.50	\$ 2,402.58	\$ 2,450.63	\$ 2,499.60
17	\$ 1,869.47	\$ 1,925.33	\$ 1,982.81	\$ 2,042.13	\$ 2,103.13	\$ 2,166.00	\$ 2,230.74	\$ 2,297.41	\$ 2,366.09	\$ 2,436.79	\$ 2,485.49	\$ 2,535.19	\$ 2,585.87	\$ 2,637.59
18	\$ 1,958.92	\$ 2,018.39	\$ 2,079.71	\$ 2,142.83	\$ 2,207.92	\$ 2,275.01	\$ 2,344.10	\$ 2,415.22	\$ 2,488.62	\$ 2,564.17	\$ 2,615.49	\$ 2,667.70	\$ 2,721.06	\$ 2,775.48
19	\$ 2,060.31	\$ 2,123.57	\$ 2,188.73	\$ 2,255.99	\$ 2,325.23	\$ 2,396.60	\$ 2,470.16	\$ 2,546.02	\$ 2,624.20	\$ 2,704.75	\$ 2,758.87	\$ 2,814.00	\$ 2,870.29	\$ 2,927.66
20	\$ 2,170.98	\$ 2,236.38	\$ 2,303.67	\$ 2,373.04	\$ 2,444.45	\$ 2,518.03	\$ 2,593.81	\$ 2,671.87	\$ 2,752.27	\$ 2,835.12	\$ 2,891.79	\$ 2,949.66	\$ 3,008.60	\$ 3,068.78
21	\$ 2,271.98	\$ 2,341.44	\$ 2,412.98	\$ 2,486.72	\$ 2,562.74	\$ 2,641.05	\$ 2,721.80	\$ 2,805.05	\$ 2,890.79	\$ 2,979.13	\$ 3,038.72	\$ 3,099.47	\$ 3,161.44	\$ 3,224.61
22	\$ 2,384.73	\$ 2,458.10	\$ 2,533.74	\$ 2,611.74	\$ 2,692.12	\$ 2,774.99	\$ 2,860.39	\$ 2,948.43	\$ 3,039.22	\$ 3,132.72	\$ 3,195.40	\$ 3,259.29	\$ 3,324.47	\$ 3,390.92
23	\$ 2,506.82	\$ 2,582.38	\$ 2,660.22	\$ 2,740.40	\$ 2,822.97	\$ 2,908.03	\$ 2,995.73	\$ 3,086.00	\$ 3,178.94	\$ 3,274.80	\$ 3,340.30	\$ 3,407.04	\$ 3,475.17	\$ 3,544.66
24	\$ 2,620.21	\$ 2,699.35	\$ 2,780.85	\$ 2,864.90	\$ 2,951.41	\$ 3,040.54	\$ 3,132.42	\$ 3,227.06	\$ 3,324.53	\$ 3,425.00	\$ 3,493.49	\$ 3,563.32	\$ 3,634.56	\$ 3,707.21
25	\$ 2,733.50	\$ 2,816.66	\$ 2,902.25	\$ 2,990.41	\$ 3,081.42	\$ 3,175.08	\$ 3,271.63	\$ 3,371.05	\$ 3,473.56	\$ 3,579.19	\$ 3,650.74	\$ 3,723.77	\$ 3,798.21	\$ 3,874.17
26	\$ 2,834.47	\$ 2,921.11	\$ 3,010.37	\$ 3,102.46	\$ 3,197.27	\$ 3,295.06	\$ 3,395.69	\$ 3,499.54	\$ 3,606.44	\$ 3,716.73	\$ 3,791.03	\$ 3,866.87	\$ 3,944.16	\$ 4,023.01

Schedule of Salary Rates

Effective July 8, 2018

Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Step 8 Bi-Weekly	Step 9 Bi-Weekly	Step 10 Bi-Weekly	Step 11 Bi-Weekly	Step 12 Bi-Weekly	Step 13 Bi-Weekly	Step 14 Bi-Weekly
01	\$ 1,073.08	\$ 1,092.65	\$ 1,112.53	\$ 1,132.78	\$ 1,153.40	\$ 1,174.46	\$ 1,195.83	\$ 1,217.59	\$ 1,239.80	\$ 1,262.42	\$ 1,287.61	\$ 1,313.36	\$ 1,339.62	\$ 1,366.41
02	\$ 1,094.31	\$ 1,113.86	\$ 1,133.79	\$ 1,154.10	\$ 1,174.68	\$ 1,195.73	\$ 1,217.16	\$ 1,238.91	\$ 1,261.11	\$ 1,283.60	\$ 1,309.26	\$ 1,335.47	\$ 1,362.12	\$ 1,389.37
03	\$ 1,112.21	\$ 1,134.21	\$ 1,156.67	\$ 1,179.55	\$ 1,202.90	\$ 1,226.79	\$ 1,251.06	\$ 1,275.85	\$ 1,301.10	\$ 1,326.91	\$ 1,353.42	\$ 1,380.52	\$ 1,408.07	\$ 1,436.24
04	\$ 1,143.44	\$ 1,165.57	\$ 1,188.02	\$ 1,210.95	\$ 1,234.39	\$ 1,258.15	\$ 1,282.48	\$ 1,307.22	\$ 1,332.48	\$ 1,358.17	\$ 1,385.31	\$ 1,413.03	\$ 1,441.26	\$ 1,470.06
05	\$ 1,163.18	\$ 1,187.08	\$ 1,211.42	\$ 1,236.32	\$ 1,261.67	\$ 1,287.58	\$ 1,314.06	\$ 1,341.03	\$ 1,368.61	\$ 1,396.66	\$ 1,424.55	\$ 1,453.05	\$ 1,482.09	\$ 1,511.70
06	\$ 1,206.41	\$ 1,230.16	\$ 1,254.59	\$ 1,279.31	\$ 1,304.64	\$ 1,330.39	\$ 1,356.70	\$ 1,383.51	\$ 1,410.86	\$ 1,438.74	\$ 1,467.51	\$ 1,496.84	\$ 1,526.77	\$ 1,557.29
07	\$ 1,236.48	\$ 1,262.60	\$ 1,289.15	\$ 1,316.41	\$ 1,344.19	\$ 1,372.57	\$ 1,401.60	\$ 1,431.15	\$ 1,461.34	\$ 1,492.19	\$ 1,522.05	\$ 1,552.49	\$ 1,583.52	\$ 1,615.17
08	\$ 1,265.63	\$ 1,293.80	\$ 1,322.58	\$ 1,352.01	\$ 1,382.14	\$ 1,412.92	\$ 1,444.44	\$ 1,476.60	\$ 1,509.48	\$ 1,543.11	\$ 1,573.92	\$ 1,605.44	\$ 1,637.55	\$ 1,670.28
09	\$ 1,314.06	\$ 1,344.86	\$ 1,376.31	\$ 1,408.54	\$ 1,441.56	\$ 1,475.32	\$ 1,509.86	\$ 1,545.17	\$ 1,581.37	\$ 1,618.45	\$ 1,650.79	\$ 1,683.78	\$ 1,717.47	\$ 1,751.79
10	\$ 1,365.31	\$ 1,398.08	\$ 1,431.63	\$ 1,465.96	\$ 1,501.14	\$ 1,537.12	\$ 1,574.02	\$ 1,611.77	\$ 1,650.40	\$ 1,690.01	\$ 1,723.79	\$ 1,758.26	\$ 1,793.40	\$ 1,829.28
11	\$ 1,413.25	\$ 1,448.93	\$ 1,485.54	\$ 1,523.02	\$ 1,561.49	\$ 1,600.88	\$ 1,641.31	\$ 1,682.78	\$ 1,725.20	\$ 1,768.74	\$ 1,804.10	\$ 1,840.13	\$ 1,876.96	\$ 1,914.49
12	\$ 1,475.91	\$ 1,513.52	\$ 1,551.98	\$ 1,591.50	\$ 1,631.97	\$ 1,673.42	\$ 1,715.97	\$ 1,759.63	\$ 1,804.36	\$ 1,850.25	\$ 1,887.23	\$ 1,924.98	\$ 1,963.44	\$ 2,002.69
13	\$ 1,559.03	\$ 1,598.77	\$ 1,639.54	\$ 1,681.35	\$ 1,724.21	\$ 1,768.14	\$ 1,813.23	\$ 1,859.41	\$ 1,906.86	\$ 1,955.43	\$ 1,994.60	\$ 2,034.43	\$ 2,075.10	\$ 2,116.60
14	\$ 1,624.22	\$ 1,670.40	\$ 1,718.06	\$ 1,767.06	\$ 1,817.36	\$ 1,869.21	\$ 1,922.45	\$ 1,977.25	\$ 2,033.63	\$ 2,091.60	\$ 2,133.39	\$ 2,176.06	\$ 2,219.53	\$ 2,263.91
15	\$ 1,706.11	\$ 1,756.37	\$ 1,808.09	\$ 1,861.31	\$ 1,916.08	\$ 1,972.41	\$ 2,030.46	\$ 2,090.25	\$ 2,151.80	\$ 2,215.20	\$ 2,259.47	\$ 2,304.68	\$ 2,350.76	\$ 2,397.82
16	\$ 1,798.41	\$ 1,853.21	\$ 1,909.60	\$ 1,967.71	\$ 2,027.60	\$ 2,089.31	\$ 2,152.82	\$ 2,218.43	\$ 2,285.94	\$ 2,355.49	\$ 2,402.61	\$ 2,450.63	\$ 2,499.64	\$ 2,549.59
17	\$ 1,906.86	\$ 1,963.84	\$ 2,022.47	\$ 2,082.97	\$ 2,145.19	\$ 2,209.32	\$ 2,275.35	\$ 2,343.36	\$ 2,413.41	\$ 2,485.53	\$ 2,535.20	\$ 2,585.89	\$ 2,637.59	\$ 2,690.34
18	\$ 1,998.10	\$ 2,058.76	\$ 2,121.30	\$ 2,185.69	\$ 2,252.08	\$ 2,320.51	\$ 2,390.98	\$ 2,463.52	\$ 2,538.39	\$ 2,615.45	\$ 2,667.80	\$ 2,721.05	\$ 2,775.48	\$ 2,830.99
19	\$ 2,101.52	\$ 2,166.04	\$ 2,232.50	\$ 2,301.11	\$ 2,371.73	\$ 2,444.53	\$ 2,519.56	\$ 2,596.94	\$ 2,676.68	\$ 2,758.85	\$ 2,814.05	\$ 2,870.28	\$ 2,927.70	\$ 2,986.21
20	\$ 2,214.40	\$ 2,281.11	\$ 2,349.74	\$ 2,420.50	\$ 2,493.34	\$ 2,568.39	\$ 2,645.69	\$ 2,725.31	\$ 2,807.32	\$ 2,891.82	\$ 2,949.63	\$ 3,008.65	\$ 3,068.77	\$ 3,130.16
21	\$ 2,317.42	\$ 2,388.27	\$ 2,461.24	\$ 2,536.45	\$ 2,613.99	\$ 2,693.87	\$ 2,776.24	\$ 2,861.15	\$ 2,948.61	\$ 3,038.71	\$ 3,099.49	\$ 3,161.46	\$ 3,224.67	\$ 3,289.10
22	\$ 2,432.42	\$ 2,507.26	\$ 2,584.41	\$ 2,663.97	\$ 2,745.96	\$ 2,830.49	\$ 2,917.60	\$ 3,007.40	\$ 3,100.00	\$ 3,195.37	\$ 3,259.31	\$ 3,324.48	\$ 3,390.96	\$ 3,458.74
23	\$ 2,556.96	\$ 2,634.03	\$ 2,713.42	\$ 2,795.21	\$ 2,879.43	\$ 2,966.19	\$ 3,055.64	\$ 3,147.72	\$ 3,242.52	\$ 3,340.30	\$ 3,407.11	\$ 3,475.18	\$ 3,544.67	\$ 3,615.55
24	\$ 2,672.61	\$ 2,753.34	\$ 2,836.47	\$ 2,922.20	\$ 3,010.44	\$ 3,101.35	\$ 3,195.07	\$ 3,291.60	\$ 3,391.02	\$ 3,493.50	\$ 3,563.36	\$ 3,634.59	\$ 3,707.25	\$ 3,781.35
25	\$ 2,788.17	\$ 2,872.99	\$ 2,960.30	\$ 3,050.22	\$ 3,143.05	\$ 3,238.58	\$ 3,337.06	\$ 3,438.47	\$ 3,543.03	\$ 3,650.77	\$ 3,723.75	\$ 3,798.25	\$ 3,874.17	\$ 3,951.65
26	\$ 2,891.16	\$ 2,979.53	\$ 3,070.58	\$ 3,164.51	\$ 3,261.22	\$ 3,360.96	\$ 3,463.60	\$ 3,569.53	\$ 3,678.57	\$ 3,791.06	\$ 3,866.85	\$ 3,944.21	\$ 4,023.04	\$ 4,103.47

Schedule of Salary Rates
Effective July 7, 2019

Job Grade	Step 1 Bi-Weekly	Step 2 Bi-Weekly	Step 3 Bi-Weekly	Step 4 Bi-Weekly	Step 5 Bi-Weekly	Step 6 Bi-Weekly	Step 7 Bi-Weekly	Step 8 Bi-Weekly	Step 9 Bi-Weekly	Step 10 Bi-Weekly	Step 11 Bi-Weekly	Step 12 Bi-Weekly	Step 13 Bi-Weekly	Step 14 Bi-Weekly
01	\$ 1,094.54	\$ 1,114.50	\$ 1,134.78	\$ 1,155.44	\$ 1,176.47	\$ 1,197.95	\$ 1,219.75	\$ 1,241.94	\$ 1,264.60	\$ 1,287.67	\$ 1,313.36	\$ 1,339.63	\$ 1,366.41	\$ 1,393.74
02	\$ 1,116.20	\$ 1,136.14	\$ 1,156.47	\$ 1,177.18	\$ 1,198.17	\$ 1,219.64	\$ 1,241.50	\$ 1,263.69	\$ 1,286.33	\$ 1,309.27	\$ 1,335.45	\$ 1,362.18	\$ 1,389.36	\$ 1,417.16
03	\$ 1,134.45	\$ 1,156.89	\$ 1,179.80	\$ 1,203.14	\$ 1,226.96	\$ 1,251.33	\$ 1,276.08	\$ 1,301.37	\$ 1,327.12	\$ 1,353.45	\$ 1,380.49	\$ 1,408.13	\$ 1,436.23	\$ 1,464.96
04	\$ 1,166.31	\$ 1,188.88	\$ 1,211.78	\$ 1,235.17	\$ 1,259.08	\$ 1,283.31	\$ 1,308.13	\$ 1,333.36	\$ 1,359.13	\$ 1,385.33	\$ 1,413.02	\$ 1,441.29	\$ 1,470.09	\$ 1,499.46
05	\$ 1,186.44	\$ 1,210.82	\$ 1,235.65	\$ 1,261.05	\$ 1,286.90	\$ 1,313.33	\$ 1,340.34	\$ 1,367.85	\$ 1,395.98	\$ 1,424.59	\$ 1,453.04	\$ 1,482.11	\$ 1,511.73	\$ 1,541.93
06	\$ 1,230.54	\$ 1,254.76	\$ 1,279.68	\$ 1,304.90	\$ 1,330.73	\$ 1,357.00	\$ 1,383.83	\$ 1,411.18	\$ 1,439.08	\$ 1,467.51	\$ 1,496.86	\$ 1,526.78	\$ 1,557.31	\$ 1,588.44
07	\$ 1,261.21	\$ 1,287.85	\$ 1,314.93	\$ 1,342.74	\$ 1,371.07	\$ 1,400.02	\$ 1,429.63	\$ 1,459.77	\$ 1,490.57	\$ 1,522.03	\$ 1,552.49	\$ 1,583.54	\$ 1,615.19	\$ 1,647.47
08	\$ 1,290.94	\$ 1,319.68	\$ 1,349.03	\$ 1,379.05	\$ 1,409.78	\$ 1,441.18	\$ 1,473.33	\$ 1,506.13	\$ 1,539.67	\$ 1,573.97	\$ 1,605.40	\$ 1,637.55	\$ 1,670.30	\$ 1,703.69
09	\$ 1,340.34	\$ 1,371.76	\$ 1,403.84	\$ 1,436.71	\$ 1,470.39	\$ 1,504.83	\$ 1,540.06	\$ 1,576.07	\$ 1,613.00	\$ 1,650.82	\$ 1,683.81	\$ 1,717.46	\$ 1,751.82	\$ 1,786.83
10	\$ 1,392.62	\$ 1,426.04	\$ 1,460.26	\$ 1,495.28	\$ 1,531.16	\$ 1,567.86	\$ 1,605.50	\$ 1,644.01	\$ 1,683.41	\$ 1,723.81	\$ 1,758.27	\$ 1,793.43	\$ 1,829.27	\$ 1,865.87
11	\$ 1,441.52	\$ 1,477.91	\$ 1,515.25	\$ 1,553.48	\$ 1,592.72	\$ 1,632.90	\$ 1,674.14	\$ 1,716.44	\$ 1,759.70	\$ 1,804.11	\$ 1,840.18	\$ 1,876.93	\$ 1,914.50	\$ 1,952.78
12	\$ 1,505.43	\$ 1,543.79	\$ 1,583.02	\$ 1,623.33	\$ 1,664.61	\$ 1,706.89	\$ 1,750.29	\$ 1,794.82	\$ 1,840.45	\$ 1,887.26	\$ 1,924.97	\$ 1,963.48	\$ 2,002.71	\$ 2,042.74
13	\$ 1,590.21	\$ 1,630.75	\$ 1,672.33	\$ 1,714.98	\$ 1,758.69	\$ 1,803.50	\$ 1,849.49	\$ 1,896.60	\$ 1,945.00	\$ 1,994.54	\$ 2,034.49	\$ 2,075.12	\$ 2,116.60	\$ 2,158.93
14	\$ 1,656.70	\$ 1,703.81	\$ 1,752.42	\$ 1,802.40	\$ 1,853.71	\$ 1,906.59	\$ 1,960.90	\$ 2,016.80	\$ 2,074.30	\$ 2,133.43	\$ 2,176.06	\$ 2,219.58	\$ 2,263.92	\$ 2,309.19
15	\$ 1,740.23	\$ 1,791.50	\$ 1,844.25	\$ 1,898.54	\$ 1,954.40	\$ 2,011.86	\$ 2,071.07	\$ 2,132.06	\$ 2,194.84	\$ 2,259.50	\$ 2,304.66	\$ 2,350.77	\$ 2,397.78	\$ 2,445.78
16	\$ 1,834.38	\$ 1,890.27	\$ 1,947.79	\$ 2,007.06	\$ 2,068.15	\$ 2,131.10	\$ 2,195.88	\$ 2,262.80	\$ 2,331.66	\$ 2,402.60	\$ 2,450.66	\$ 2,499.64	\$ 2,549.63	\$ 2,600.58
17	\$ 1,945.00	\$ 2,003.12	\$ 2,062.92	\$ 2,124.63	\$ 2,188.09	\$ 2,253.51	\$ 2,320.86	\$ 2,390.23	\$ 2,461.68	\$ 2,535.24	\$ 2,585.90	\$ 2,637.61	\$ 2,690.34	\$ 2,744.15
18	\$ 2,038.06	\$ 2,099.94	\$ 2,163.73	\$ 2,229.40	\$ 2,297.12	\$ 2,366.92	\$ 2,438.80	\$ 2,512.79	\$ 2,589.16	\$ 2,667.76	\$ 2,721.16	\$ 2,775.47	\$ 2,830.99	\$ 2,887.61
19	\$ 2,143.55	\$ 2,209.36	\$ 2,277.15	\$ 2,347.13	\$ 2,419.16	\$ 2,493.42	\$ 2,569.95	\$ 2,648.88	\$ 2,730.21	\$ 2,814.03	\$ 2,870.33	\$ 2,927.69	\$ 2,986.25	\$ 3,045.93
20	\$ 2,258.69	\$ 2,326.73	\$ 2,396.73	\$ 2,468.91	\$ 2,543.21	\$ 2,619.76	\$ 2,698.60	\$ 2,779.82	\$ 2,863.47	\$ 2,949.66	\$ 3,008.62	\$ 3,068.82	\$ 3,130.15	\$ 3,192.76
21	\$ 2,363.77	\$ 2,436.04	\$ 2,510.46	\$ 2,587.18	\$ 2,666.27	\$ 2,747.75	\$ 2,831.76	\$ 2,918.37	\$ 3,007.58	\$ 3,099.48	\$ 3,161.48	\$ 3,224.69	\$ 3,289.16	\$ 3,354.88
22	\$ 2,481.07	\$ 2,557.41	\$ 2,636.10	\$ 2,717.25	\$ 2,800.88	\$ 2,887.10	\$ 2,975.95	\$ 3,067.55	\$ 3,162.00	\$ 3,259.28	\$ 3,324.50	\$ 3,390.97	\$ 3,458.78	\$ 3,527.91
23	\$ 2,608.10	\$ 2,686.71	\$ 2,767.69	\$ 2,851.11	\$ 2,937.02	\$ 3,025.51	\$ 3,116.75	\$ 3,210.67	\$ 3,307.37	\$ 3,407.11	\$ 3,475.25	\$ 3,544.68	\$ 3,615.56	\$ 3,687.86
24	\$ 2,726.06	\$ 2,808.41	\$ 2,893.20	\$ 2,980.64	\$ 3,070.65	\$ 3,163.38	\$ 3,258.97	\$ 3,357.43	\$ 3,458.84	\$ 3,563.37	\$ 3,634.63	\$ 3,707.28	\$ 3,781.40	\$ 3,856.98
25	\$ 2,843.93	\$ 2,930.45	\$ 3,019.51	\$ 3,111.22	\$ 3,205.91	\$ 3,303.35	\$ 3,403.80	\$ 3,507.24	\$ 3,613.89	\$ 3,723.79	\$ 3,798.23	\$ 3,874.22	\$ 3,951.65	\$ 4,030.68
26	\$ 2,948.98	\$ 3,039.12	\$ 3,131.99	\$ 3,227.80	\$ 3,326.44	\$ 3,428.18	\$ 3,532.87	\$ 3,640.92	\$ 3,752.14	\$ 3,866.88	\$ 3,944.19	\$ 4,023.09	\$ 4,103.50	\$ 4,185.54