

AGREEMENT

Between the

BOARD OF TRUSTEES

of the

UNIVERSITY OF MASSACHUSETTS

and the

PROFESSIONAL STAFF UNION UNIT C

MASSACHUSETTS TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

July 1, 2021 through June 30, 2024

**Agreement between
the Board of Trustees of the University of Massachusetts and
the Professional Staff Union Unit C Head Coaches/MTA/NEA**

July 1, 2021 – June 30, 2024

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PREAMBLE

This Agreement is made and entered into by and between the Board of Trustees of the University of Massachusetts on behalf of the University of Massachusetts ("Employer/ University Administration") and the Professional Staff Union Unit C Head Coaches/Massachusetts Teachers Association/National Education Association ("Union") as the exclusive bargaining agent for members in the bargaining unit. Pursuant to the provisions of M.G.L. Chapter 150E and rules and regulations promulgated there under, the parties clearly recognize their statutory obligation to negotiate in good faith with respect to wages, hours, standards of productivity and performance and any other terms and conditions of employment.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union; the creation of an environment where supervisors and employees treat each other with dignity, respect, and civility; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of wages, efficient and effective standards of productivity and performance, hours and other terms and conditions of employment, thus contributing to the continual development of an educational institution of highest quality.

ARTICLE 1: RECOGNITION**Section 1.1**

The Employer/University Administration agrees to recognize 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 benefited full-time Head Coaches and Strength and Conditioning Coach & Director of Sports Performance employed at the Boston campus of the University.

The unit shall exclude all academic professionals, faculty members, librarians I-V, all classified employees, all managerial employees, all professional employees employed in a confidential capacity, all casual and temporary employees and all other employees. All professional staff employees in the following state job titles are specifically excluded from the unit: Chancellor; Associate Chancellor; Assistant Chancellor; Vice Chancellor; Associate Vice Chancellor; Assistant Vice Chancellor; Provost; Associate Provost; Assistant Provost; Dean; Associate Dean; Assistant Dean; Dean of Students; Controller; Chief Project Engineer; Director of Campus Center; Director of Research Computing Center; Research Fellow; Senior Research Fellow; Director of Security; Director of Athletics; Senior Staff Physician; Staff Physician; all Medical Doctors, including Doctors of Medicine, Dentistry and Optometry; Orthopedic Surgeon; Supervising Physiotherapist; Assistant Coach; Post Doctoral Research Associate; Post Doctoral Research Fellow; Senior Post

Doctoral Research Associate; Senior Post Doctoral Research Fellow; Director of Procurement; Bursar; Director of Admissions at Director, Office of Sponsored Projects (Boston).

All professional staff employees assigned to the following areas reporting to the President's

Office are specifically excluded from the unit: University Controller's Office; University Treasurer's Office; The Maurice Donahue Institute for Governmental Services; Internal Audit Department; Institute for Labor Affairs; Data Processing Center.

Section 1.2

The Employer/University Administration 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.

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.

Section 2.3 Union Business

In order to enable the Union better to discharge its duties and responsibilities as the exclusive bargaining agent, the Employer/University Administration 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 Chapter Chair of PSU UNIT C, by the Grievance Secretary of the Boston Chapter, or by the Field Representative or other official of PSU Unit C/MTA/NEA. 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 three days in advance, or as soon as practicable. Such requests shall not be unreasonably denied and, subject to reasonable operational requirements, supervisors shall make appropriate adjustments to

workload expectations.

- c. The total amount of release time available to the Unit C members of the bargaining unit is 10 days per calendar year. Such days may not be banked from one calendar year to the next.
- d. Any member of the bargaining unit who is granted release time pursuant to this section shall record the time as Paid Union Time (PUT).

Section 2.4 Union Provision of Steward List

The Union will furnish the Employer/University Administration 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/University Administration for the transaction of Union business.

Section 2.6 Campus Mail

The Union shall be permitted the continued right to responsibly utilize the intra-campus and inter-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 Union Orientation

Where the Employer/University Administration provides an orientation program for new employees 30 minutes shall be allotted to the Union and to the new unit employees during which time a Union representative may discuss the Union with the employees.

Section 2.9 Office Space

The Employer/University Administration will provide separate office space for the Union's exclusive use at the Boston campuses of the University. The offices shall be equipped with a desk and desk chair. There shall be no charge to the Union for such office space, furniture, utilities (not to include telephone) or other normal building support services. PSU Unit C will share the same office space as PSU Unit A.

Section 2.10 Non-Discrimination

The Employer/University Administration 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 2.11 Contract Bargaining Team Release Time

Recognizing that bargaining schedules vary from start to finish, members elected to the Contract Bargaining Team will be granted release time for the duration of bargaining to be approved by HR. Subject to reasonable operational requirements, supervisors shall make appropriate adjustments to workload expectations.

ARTICLE 3: UNION SECURITY

Section 3.1 The Union shall have the exclusive right to the check-off and transmittal of Union dues on behalf of each bargaining unit member.

Section 3.2

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/University Administration 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 Campus Human Resources Office and the Treasurer of the Union. The Employer/University Administration shall forward any such notice to the Chapter Chair within five (5) days of receipt.

Section 3.3

The Employer/University Administration 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/University Administration 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/University Administration, for the faithful performance of his/her duties in a sum and with such surety or securities as are satisfactory to the Employer/University Administration.

Section 3.4

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 in Article 7.

Section 3.5

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

Section 3.6

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

Section 3.7

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/University Administration 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/University Administration shall deduct such political education fund fee from the pay of the employees who request such deduction and shall monthly transmit deductions to the Treasurer of the Union together with a list of employees whose political education fund fees are transmitted.

ARTICLE 4: AGENCY SERVICE FEE – ARTICLE DELETED

ARTICLE 5: MANAGEMENT RIGHTS

Section 5.1

Except as otherwise specifically and expressly modified by this Agreement, all rights, powers, privileges, duties, responsibilities and authority are retained by the Employer/University Administration. Further, the Union agrees that, subject to the terms of the Agreement, the management of the University's activities and the direction of the staff, including but not limited to the establishment of reasonable working rules and reasonable work schedules, the right to hire, assign and transfer employees, to lay off employees because of lack of work or funds, and to discipline or discharge employees for just cause, are vested exclusively in the Employer when not in conflict with other provisions of the Agreement.

Section 5.2

Service to the public in the most efficient, effective, and productive manner is of paramount importance to the Employer/University Administration and the Union. The provision of such service is recognized to be a goal of both parties as they perform their respective roles and meet their responsibilities.

ARTICLE 6: AFFIRMATIVE ACTION/NON-DISCRIMINATION/SEXUAL HARASSMENT

Section 6.1 Affirmative Action

The Union and the Employer/University Administration agree that when the effects of employment practices, regardless of their intent, discriminate against any group of people on the basis of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, retaliation, sexual

harassment, sexual orientation, active military personnel, and genetics or any other protected class., 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 6.2 Union Policy of Non-Discrimination

The Union shall accept into membership and represent equally all eligible persons in the bargaining unit without regard to race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics or any other protected class..

Section 6.3

This Article shall be grievable to Step 3, Article 7.

In the event the Union or an employee elects to pursue any matter covered by this section in any other forum, the University shall have no obligation to process or to continue to process any grievance or arbitration proceedings pursuant to this Article or the Affirmative Action Article herein.

Section 6.4 Grievances Concerning Employee Conduct

A. Filing of Grievance/Complaint with Human Resources

Disputes concerning the application of the Principles of Employee Conduct are subject to the grievance procedure outlined in Article 7, provided that any grievance initiated under the policy shall be filed immediately at Step 2 and that, prior to any hearing, the matter shall be referred to the Division/Department of Human Resources. Within thirty (30) days of the receipt of the grievance, Human Resources will determine whether it is appropriate to attempt to resolve the dispute informally. If Human Resources cannot resolve the matter informally, then it shall conduct a formal investigation into the allegations and determine if an employee has violated this policy.

B. Informal Resolution

If Human Resources determines that it is appropriate to attempt to resolve the dispute informally, then it has sixty (60) days to attempt to reach a conclusion that is acceptable to the complainant, the respondent and Human Resources. Upon the request of a bargaining unit member who is either the complainant or respondent, a union representative shall be included in the attempt to resolve the dispute.

Resolutions may include: continued informal facilitation or mediation; formal facilitation or mediation with use of an outside facilitator or mediator; required supervisory or other training; mandatory training for the employee(s) involved in the violation of these Principles; transfer of the employee(s) involved pursuant to Article 14.7; or other appropriate action.

The informal dispute resolution process can only be extended beyond sixty (60) days with the agreement of Human Resources and the complainant.

If the parties cannot reach an informal resolution within sixty (60) days then Human Resources will initiate a formal investigation.

C. Formal Investigation

During the investigation, a union representative shall be present at any investigatory meeting when so requested by a bargaining unit member.

HR will complete the investigation and issue findings within 120 days of its initiation.

A summary of the investigator's findings will be shared with the complainant and the respondent. The complainant, at his/her discretion, may share the summary of findings with his/her union representative. If Human Resources determines the respondent did violate T96-136, then the summary of the findings will also be shared with the respondent's supervisor and/or Department Head.

D. Ability to Grieve

If, following the completion of the investigation process, the matter is not resolved to the complainant's and union's satisfaction, the grievance may proceed under the grievance procedure as provided for in Article 7, provided that such grievance shall not be subject to the Step 4 arbitration procedure contained in Article 7.

ARTICLE 7: GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 Definition

A grievance is an allegation or complaint by a member or members of the bargaining unit or the Union that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement by the Employer/University Administration.

Section 7.2 Intent

It is the declared objective of the Employer and the Union to encourage the prompt resolution of grievances either by informal or formal procedures. In order to facilitate the prompt resolution of grievances, administrative officials identified in the grievance procedure may, upon notice to the Union, name a designee to fulfill their responsibilities as set forth herein. Any person designated by an administrative official identified herein to hear a grievance shall hear the grievance and render a decision. The parties recognize that the purpose of this procedure is the resolution of grievances through voluntary agreements, when possible. All settlement discussions or offers of settlement in the grievance procedure shall not be admissible for purposes of arbitration. Written documents prepared by either party in the grievance process shall be considered part of the record for purposes of arbitration.

Section 7.3 Time Limits

All days referred to in this Article shall mean calendar days. Time limits provided herein may be extended or delimited by written mutual agreement. A time limit that expires on a weekend day or on a holiday shall result in the time limit being automatically extended to the next day following the end of the weekend or the holiday.

Failure of the Employer/University Administration to respond to any grievance within the specified time limits of this Article shall mean that the grievant(s) and or the Union may take said grievance to the next level of the grievance procedure. Failure of the Union and/or grievant(s) to abide by the time limits set forth in this Article shall result in the grievance being deemed settled on the basis of the last written decision made during the grievance procedure by the Employer/University Administration.

Section 7.4 Eligibility

During the probationary period a bargaining unit member shall not have recourse to this Grievance and Arbitration Procedure to contest discipline or discharge.

Section 7.5 Procedure for Filing a Grievance

Step 1: Informal Step – Immediate Supervisor

When a potential grievance arises, the bargaining unit member(s) and/or the Union shall meet with the representative(s) of the Employer/University Administration (immediate non-unit supervisor) who has the authority to resolve the matter. The Employer/University Administration may have its labor staff participate at the informal step discussions. However, if the Contract Administrator participates at this level, he/she may not be appointed as a “designee” at another level of the grievance procedure. Informal efforts at settlement shall not extend beyond twenty (20) days without the written agreement of the Union and Employer/University Administration.

Any settlement reached during the informal step of the grievance process shall not be binding until it is reduced to writing and signed by the Union and the Employer/University Administration. Informal settlements reached at this step shall be without prejudice or precedent with regard to any other matters between the Union and the Employer/University Administration. No settlement offer or attempt at resolution made during this step shall be referred to or disclosed by any party at any subsequent stage of the grievance or arbitration procedure.

Formal Procedure

To initiate a grievance the grievant(s) and/or the Union shall complete the Grievance Form, which provides a statement of the facts surrounding the grievance, the provision(s) of this Agreement violated and the remedy requested.

Step 2: Vice-Chancellor

The grievant(s) and/or the Union shall file the grievance at Step 2, the Vice- Chancellor’s/ level, by presenting it to the Employer/University Administration’s labor staff or designee

within sixty (60) calendar days of the action or inaction giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or Union learned or should have learned of such action or inaction. The Employer/University Administration shall make the determination whether Step 2 shall be heard by the Vice Chancellor. If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the action or inaction giving rise to the grievance, whichever is later, but in any event no later than fourteen (14) calendar months from the date of the action or inaction.

The grievant(s) and/or the Union and the Vice Chancellor/ or designee shall meet and discuss the grievance within twenty (20) calendar days after such filing. The Vice Chancellor/ or designee shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within thirty (30) calendar days from the date on which the grievance was filed at Step 2.

Step 3: President

A grievance is submitted to Step 3 by presenting it to the President or designee when the grievant(s) and/or Union are not satisfied with the decision at Step 2. The grievance shall be filed at Step 3, in writing, within ten (10) calendar days after the written decision of the Vice Chancellor/Chancellor or designee is received, or is due. Grievances presented initially at Step 3 must be filed by the grievant(s) and/or the Union within sixty (60) calendar days of the action or inaction giving rise to the grievance or within sixty (60) calendar days of the date on which the grievant(s) and/or the Union learned or should have learned of such action or inaction, whichever is later.

If the alleged violation occurs while a bargaining unit member is on an approved leave, the bargaining unit member shall file the grievance within sixty (60) calendar days from the date of expiration of said leave or sixty (60) calendar days from the date the bargaining unit member learned or should have learned of the action or inaction giving rise to the grievance, whichever is later, but in any event no later than fourteen (14) calendar months after the action or inaction.

The grievant(s) and/or Union and the President or designee shall meet and discuss the grievance within twenty (20) calendar days after such filing. The President or designee shall then consider the grievance and render a decision together with the reasons in writing to the grievant(s) and the Union within thirty (30) calendar days from the date on which the grievance was filed at Step 3.

Alternate Step 3: Grievance Mediation

By mutual agreement, the parties may utilize mediation as an alternative to Step Three of the grievance process. When such mediation is agreed to, the Step Three process described above shall be waived. Grievance mediation must be jointly agreed to by the parties prior to the onset of a hearing under the Step Three process above. A mediator, jointly agreed to by the parties, shall be selected to mediate the matter. Such mediation shall begin within

sixty days of the joint request for mediation. The case shall be resolved within ninety days of the joint request for mediation, unless both parties agree to an extension in writing. At the conclusion of the ninety day period or extension, the Union shall have ten days to file for arbitration.

By mutual agreement, the parties may agree to mediation at an earlier stage in the grievance process, provided, however, that in these instances, if the case is not resolved in mediation the grievance will return to the grievance process.

Step 4: Arbitration

If the grievance is not resolved to the satisfaction of the Union at Step 3, the Union may submit the grievance within thirty (30) calendar days of the receipt of the written response at Step 3 or the date on which such decision was due, whichever is later, to final and binding arbitration. Notice of the appeal of the grievance to arbitration shall be sent to the Employer/University Administration. Within ten (10) calendar days of the Employer's/University Administration's receipt of such notice from the Union, the Union and the Employer/University Administration shall either select the arbitrator whose name next follows the name last selected from a panel of arbitrators mutually established by the Union and the Employer/University Administration, or by mutual agreement seek a DLR arbitrator. If the arbitrator so selected is unable or unwilling to serve as the arbitrator within thirty (30) calendar days of the date of his/her selection, then the Union and the Employer/University Administration, unless they mutually agree to waive the time limits, shall select the individual whose name next appears on the list. No individual shall be selected to serve as arbitrator for a second time until all of the remaining individuals appearing on said list shall have been selected (asked or invited) to served in accordance with these procedures.

This panel consists of:

Gary Altman Richard
Boulanger Diane
Cochran
Harvey Shrage Ann
Gosline Michael Ryan

Upon acceptance by the selected individual of the position of arbitrator, the Employer/University Administration and Union shall promptly file with the arbitrator:

1. a copy of this Agreement;
2. a copy of the written notice, sent to the Employer/University Administration of the Union's intention to initiate arbitration; and
3. a complete copy of the grievance record.

The arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association in effect at the date of said submission. The arbitrator, unless the time limit is mutually waived in writing by the Union and the Employer/University Administration, shall render a decision not later than thirty (30)

calendar days from the date of the closing of the hearings. The decision and award of the arbitrator shall be final and binding on the parties and further, such decision shall be in writing, setting forth the opinions and conclusions on the issues submitted to the arbitrator. However, the arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement.

The costs of arbitration, exclusive of those incurred by each respective party in preparing and presenting its case, shall be borne equally by the Union and the Employer/University Administration.

A stenographic record may be made of an arbitration hearing, with the party desiring a copy paying for the cost. 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.

The following expedited arbitration process may be used to resolve grievances at the Step 4 level:

1. 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 person designated by the University administration. The Tripartite session may be held following the conclusion of Step Three. While only the Union may request expedited arbitration, nothing shall prohibit the University administration from suggesting that a particular case might be appropriate for this process.
2. The Union's request for a Tripartite hearing shall be sent to the University President 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 University administration shall review the Union's request for a Tripartite hearing and shall notify the Union within twenty days whether it agrees to the request.
3. Termination cases shall be excluded from consideration under this process.
4. 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.
5. At the hearing, the Union and the University administration 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.
6. 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. Both parties shall have present at the hearing a decision-making authority in the event a settlement is proposed.

7. 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 University administration the day following the hearing unless otherwise agreed to by the parties.
8. Fees charged by the elected Neutral shall be paid equally by the Union and the University administration.
9. The Unit-wide Labor/Management Committee shall regularly review the program and make any minor modifications deemed necessary.

Section 7.6 Collateral Consequences of a Grievance

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

No reprisals of any kind shall be taken by either the Union or the Employer/University Administration against any unit member(s) initiating or participating in a grievance.

Section 7.7

Grievances that involve unit-wide issues, or that are class action grievances or that are grievances filed against the Chancellor shall be filed directly at Step 3, the President's level.

Section 7.8

No party shall have any person(s) present at any of the grievance hearings (except for Step 4, the Arbitration level) who is there specifically to act as legal counsel.

ARTICLE 8: DISCIPLINE AND DISCHARGE

Section 8.1

No employee shall be disciplined or discharged except for just cause.

Section 8.2

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 or 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. Just cause is defined to mean, but not limited to, the following:

- Neglect of assigned responsibilities, incompetence or failure to fulfill professional commitments and duties.
- Insubordination and/or serious non-compliance with the University of Massachusetts Boston By-Laws, with the Principles of Employee Conduct or with NCAA rules or regulations.
- The use of fraud, collusion, concealment, or misrepresentation of a fact material to obtaining employment with the University and/or obtaining promotion, salary increase, or other benefit.
- Sexual harassment, serious misconduct or otherwise which impairs the rights of faculty, students, employees, or others who are engaged with the University in its business or operations.
- Documented failure to meet satisfactory standards of job performance based on written evaluations

Section 8.3

In the event of discharge of an employee, the Employer/University Administration shall notify the Union Campus Chair within two (2) working days of such action being taken.

Section 8.4

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

Section 8.5: Requirement to Maintain Applicable License

All employees in the bargaining unit are required to maintain a driver's license valid in Massachusetts at all times and make licenses available for periodic review. Employees are responsible for the purchase of any and all materials and tests, educational or otherwise, which are necessary to maintain and update their knowledge and skills as required for the successful performance of their job duties and responsibilities.

Any employee whose license has lapsed, been revoked or is otherwise subject to conditions is obligated to notify the Athletic Director and Vice-Chancellor of Human Resources immediately. Failure to make such notification may result in disciplinary action, likely including termination. The University will periodically verify through its third party service that the required license is in effect.

After notification that his/her license has lapsed, the employee will take all appropriate steps to renew the license. Failure to take such steps may result in disciplinary action up to and including termination.

ARTICLE 9: PERSONNEL FILES

Section 9.1

The Employer/University Administration shall maintain one official personnel file for each member of the bargaining unit.

Section 9.2

A bargaining unit member shall have the right to inspect his/her personnel file during regular business hours upon advance request, and shall have the right to copy materials at his/her expense. The Union shall have access to inspect a bargaining unit member's personnel file, and to copy materials at Union expense, during regular business hours upon advance request and upon prior written authorization of such bargaining unit member. The file shall be inspected by the bargaining unit member or the Union in the presence of a Human Resources representative.

The right to inspect and copy the contents of the personnel file shall extend to all materials in the file with the sole exception of letters of recommendation to which the individual has waived access at some point and which are therefore treated as confidential in nature.

Prior to inspection of the file, these confidential letters of recommendation shall be removed temporarily from the file in the presence of the bargaining unit member, or the Union.

Section 9.3

The Union agrees to indemnify and hold the Employer/University Administration and its officials, agents, representatives and employees harmless from and against any and all liability for any improper, illegal or unauthorized use by the Union of information contained in such files.

Section 9.4

The bargaining unit member may challenge the accuracy or propriety of any material contained in his/her file by filing a written statement in the personnel file. If the Employer/University Administration and an employee agree that certain factual information in his/her personnel file is inaccurate, such information shall be corrected or expunged.

Section 9.5

It shall be the responsibility of each bargaining unit member to inform the campus Human Resources Office of any change in: name; address; dependents; beneficiary, or marital status. The University will notify bargaining unit members if it requires any additional information in order to determine benefit eligibility.

Section 9.6

A copy of any item that comes into the campus Human Resources Office for an individual's official personnel file and which does not indicate that a copy was provided to the bargaining unit member or contain the bargaining unit member's signature will be sent to the bargaining unit member.

Section 9.7

With the exception of material placed in an employee's personnel file concerning NCAA rules, regulations and policies 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 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 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.

Section 9.8

The University's current Fair Information Reporting Practices are incorporated into this agreement.

ARTICLE 10: PROFESSIONAL RECOGNITION

Section 10.1

Bargaining unit members whose duties include teaching and research assignments shall have reasonable latitude to exercise their professional judgment within their area of expertise in deciding how best to accomplish these assignments within the scope of the directions given by the individual's supervisor as well as fiscal and time constraints.

Section 10.2

Bargaining unit members shall receive appropriate credit for their work during their annual evaluation, but it is the bargaining unit member's responsibility to ensure that the supervisor is aware of the work that the member has done during the period under review. In addition, bargaining unit members shall receive appropriate acknowledgement of their projects or contributions to projects in such instances in which acknowledgement is customarily and publicly given by the University. Service to the Union shall count explicitly as University service.

Section 10.3

This article shall be grievable to Step 2, the Vice-Chancellor/' level of the Grievance and Arbitration Procedure, Article 7.

ARTICLE 11: WORKING CONDITIONS

Section 11.1 Support Services

Subject to the availability of funds, the Employer/University Administration agrees to continue to provide overall support services at least at a level commensurate with those currently in effect for bargaining unit members.

Section 11.2 Workloads

Recognizing departmental budgetary constraints and needs, and that coaches have a

nontraditional work schedule and workloads may vary from one time of year to another, the Employer/University Administration will not assign unreasonable or excessive workloads to bargaining unit members.

Deadlines and goals must be reasonable and attainable by a satisfactorily- performing bargaining unit member using currently available resources during a regular workweek as per Article 18.1. A lack of compensatory time earned shall not in and of itself be deemed an indication of a reasonable workload.

Section 11.3 Workspace and Equipment

The Employer/University Administration shall provide adequate work space and appropriate equipment in order for bargaining unit members to perform their jobs. This section shall be grievable to Step 3, The President's Level, of the Grievance and Arbitration Procedure, Article 7.

ARTICLE 12: SENIORITY

Section 12.1

Seniority shall be defined as continuous employment since the last date of hire or rehire by the University. Non-student 03 service shall, upon request of the bargaining unit member to the Vice Chancellor of Human Resources within 60 days of hire, be included in calculating seniority.

Section 12.2

One full year of seniority shall be earned and shall continue to be earned by a bargaining unit member who regularly works(ed) at least half time at the University for a twelve month or 43 week period. This includes time worked in professional, classified, part-time, full-time, 01, and 03/CC positions.

Section 12.3

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 12.4

A bargaining unit member who has been employed by the University for at least one (1) year, who terminates his or her employment but returns to University service within one (1) year, shall retain all of his/her University seniority after having completed an additional year of service upon his/her return.

Section 12.5

One (1) Union officer, to be designated by the Union, shall have super-seniority in the event of a layoff for the purpose of providing continuity in the administration of this Agreement. The Union shall notify the Employer/University Administration, in writing, of the names of the

officers who will be eligible for super-seniority.

ARTICLE 13: LAYOFFS

Section 13.1 Preface

The parties recognize that promoting racial and cultural diversity within the University community enhances the University and is consistent with its mission as an institution of higher learning. The parties also recognize that all employees have the equal right to be free from discrimination based upon race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquiries only), handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics or any other protected class.. The parties further agree that a layoff shall be implemented consistent with and in consideration of all appropriate state and federal statutes prohibiting discrimination.

If the University determines that a layoff could be avoided by reducing a position's percent of time or the number of weeks of guaranteed employment, the University may offer such a restructured position as a voluntary option to the affected person prior to invoking the terms of this article. The University must notify the Union prior to any discussion with the affected person, and a Union representative must have the opportunity to be present when the option is presented to the affected employee. The employee will have five (5) working days to respond to such an offer. If the employee rejects such an offer and is subsequently laid off, all other sections of this article will apply.

Section 13.2 Definition

A. Layoffs shall be defined as follows:

Termination by the Employer/University Administration of a state funded or trust funded bargaining unit member due to a lack of funds or a lack of work.

B. Bargaining unit members laid off in accordance with Section 13.2, shall not have bumping rights but will have priority in filling bargaining unit vacant positions in the same executive area if they meet the minimum qualifications for those positions.

C. No bargaining unit member shall be laid off in an arbitrary or capricious manner.

Section 13.3 Layoff Notices and Consultation

A. The Employer/University Administration 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.

B. If the Employer/University Administration determines that layoff(s) is necessary because of lack of funds or lack of work, the Employer/University Administration shall notify the Union in writing of the reasons for the layoff(s) and the area(s) affected by the layoffs. At this time the

Employer/University Administration will also issue individual layoff notices to the affected employee(s). The layoff notice shall consist of a written letter addressed to the affected employee. The letter 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 letter shall state the reason for the layoff and also state that the layoff is not related to the bargaining unit member's performance.

The Employer/University Administration will provide a minimum of fifteen (15) calendar days, with extensions possible by mutual agreement, for consultation with the Union unless the Employer/University Administration's determination of the need for a layoff is due to a condition beyond the control of the Employer/University Administration. During this period, if it so requests, the Union, with a committee no larger than three members, is entitled to meet with the Employer/University Administration to review the relevant financial or other data necessitating the layoff and to explore possible options to avoid the layoff. Upon the Union's request, the University will supply available statistical and financial data relevant to the layoffs.

C. If the Employer/University Administration determines after the above consultation period that a layoff is still necessary, the Employer/University Administration shall proceed with the layoffs.

D. Once notice is given, the Employer/University Administration 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 13.4 Notice Period

The Employer/University Administration 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>
years but less than 5	60
5 years or more	90

Section 13.5 Severance

This Agreement does not prohibit the Union and the University, with the affected employee's consent, from agreeing to a severance payment for an employee facing layoff.

ARTICLE 14: FILLING OF VACANCIES

The procedures described in this article shall apply to part time as well as full time bargaining unit positions.

Section 14.1 Temporary Filling of Bargaining Unit Vacancies

If the Employer/University Administration decides to fill a bargaining unit vacancy on a temporary basis, the Employer/University Administration shall post the position on a website identified by the University as a place to post all vacancies for not less than seven (7) working days.

For a position filled on a temporary basis after receiving an affirmative action waiver, the posting requirements of this section shall not be applicable. The Union shall be given notice each time a waiver is approved, together with a rationale. Upon receipt of notice, the Union shall have 3 working days to object prior to the position being filled.

A bargaining unit position shall not be filled on a temporary basis for more than twelve (12) months. During this twelve (12) month period, the Employer/University Administration shall decide whether or not to continue the position and shall, if the decision is to continue it, post the position in accordance with the provisions of Section 14.3 and complete the search to fill it. The search should normally begin within 6 months from the date of the temporary appointment. For individuals on grant or contract funding the search for a permanent employee should begin within ten (10) months or when there is a reasonable expectation of funding, whichever is later.

The salary for the position filled on a temporary basis shall be within the salary range for the position.

The person occupying the position on a temporary basis may be a candidate for the permanent position. A temporary appointee who becomes a candidate for the permanent vacancy shall be considered an external candidate unless he/she would have qualified as an internal candidate at the time the position was filled on a temporary basis. At the time a temporary appointment is made, the temporary appointee shall be informed in writing of his/her status as an internal or external candidate for the permanent vacancy.

Section 14.2 Notice of Vacancy

The notice for a vacancy shall contain: the job title; the salary administration grade level or the grade level to which a position is associated; a description of the position; the bona fide occupational requirements; the shift (where appropriate); the location; the closing date for applications; and, if the position is grant-funded or contract-funded, the termination date of the position, if known. A copy of the notice shall be available to the Union.

Section 14.3 Filling Bargaining Unit Vacancies

If a search committee is established to assist the filling of a bargaining unit vacancy, the search committee shall have at least (1) bargaining unit member. The union shall be notified within ten (10) days of the appointment of a bargaining unit member to the committee of the name of the member; this requirement shall be non grievable and failure to comply shall not be grounds to disqualify the search.

Section 14.4 CC/03 Employees

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

- a) To temporarily replace a bargaining unit member who is on approved leave of absence;
- b) To temporarily fill a bargaining unit position while a search is underway or about to begin;
- c) To fill a position which is known to be of limited duration of less than twelve (12) months;
- d) To deal with an emergency situation.

The University will notify the Union semi-annually of CC/03 employees occupying bargaining unit positions by providing a list of all such employees not less than twice in each calendar year.

ARTICLE 15: ANNUAL EVALUATION OF BARGAINING UNIT MEMBERS

Section 15.1

An annual evaluation of each bargaining unit member shall be performed by his/her appropriate immediate supervisor. Evaluations shall be done according to the Performance Appraisal Process negotiated between the Union and the University.

Section 15.2

Such evaluation shall be recorded in writing. The bargaining unit member shall have the right to respond in writing to any written comments made on his or her evaluation and to have those comments attached to the evaluation and included in his/her official personnel file.

Section 15.3

If an employee is likely to receive a less than satisfactory evaluation, his or her supervisor shall, whenever practicable, inform him/her, or by the mid-cycle review before the evaluation is to be done. At the same time, the supervisor must inform the employee what specific improvements in job performance must be made in order to receive a satisfactory evaluation.

Section 15.4

Each bargaining unit member shall receive a copy of his/her evaluation.

Section 15.5

Each bargaining unit member shall sign the evaluation to indicate that he/she has received and reviewed a complete copy of the evaluation. Such signature shall not indicate agreement or disagreement with the content.

Section 15.6

Supervisors will ensure that the evaluation process is of a constructive nature and that it will aid the bargaining unit member should any deficiencies be cited in the evaluation.

Section 15.7

At the bargaining unit member's option, the evaluation may include an interview with his/her intermediate supervisor.

ARTICLE 16: HEALTH AND SAFETY

Section 16.1

The Employer/University Administration agrees to provide working conditions that meet health and safety standards provided for in all relevant federal, state, and local laws and regulations, generally accepted standards, and the dictates of common sense.

Section 16.2 Notification

The parties agree that timely notification to employees about repair or renovation work conducted in the workplace is desirable. To this end, the health and safety committees at the respective campuses will review the existing notification procedures and protocols for work conducted to renovate, repair, and/or to perform alterations to existing workspace.

Recommendations to change campus notification procedures and protocols along with suggested timeframes for response from appropriate campus officials will be presented to the campus Director of Environmental Health and Safety.

Section 16.3 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.

ARTICLE 17: GRANT AND CONTRACT FUNDED BARGAINING UNIT MEMBERS

Section 17.1

Except as stated elsewhere in the Agreement, bargaining unit members who are grant or contract funded in whole or in part shall be subject to the provisions of this Agreement.

Section 17.2

Benefits for grant and/or contract funded employees shall be requested by the Principal Investigator in applying for a grant or contract. In addition, salary increases negotiated for the bargaining unit must be requested by the Principal Investigator for grant funded employees.

ARTICLE 18: WORK SCHEDULES

Section 18.1

Standard hours and schedules: The University's standard business hours are Monday through

Friday, 8:30 a.m. to 5:00 p.m. However, the parties recognize that, as professionals, the members of the bargaining unit have responsibilities that may require schedules other than standard business hours, including nights and weekends. For the purpose of basic scheduling needs, as well as leave accrual and hourly base rate calculations, the regular work week of members of the bargaining unit is defined as 37.5 hours per week.

Further, the parties recognize that, as professionals exempt from the FLSA, the members of the bargaining unit may occasionally need to devote time beyond their regular work schedules to complete their work.

Section 18.2 Flexible Work Options

The University recognizes that in order to attract, retain, and develop highly skilled employees and partner with the Union on promoting a clean environment, there may be times when it is in the best interest of both the University and the employee to consider options beyond traditional work locations and schedules. This flexibility must always meet the needs of the individual campus business units. The University's commitment to this flexibility does not mean that every employee is entitled to a flexible work option. The nature of the work and/or the needs of the University may preclude a flexible work arrangement. Flexibility is appropriate where both the needs of the University and the needs of the employee are met.

Upon request of a bargaining unit member, the supervisor may grant, for a specific period of time, or for an unspecified time (subject to a cancellation by the supervisor) a flexible personal work schedule, a compressed work week, or an alternative work site/telecommuting schedule, so long as the bargaining unit member can demonstrate to the satisfaction of the supervisor that the proposed schedule will not interfere with or detract from the delivery of services provided or the day to day operation of the department. Such request shall not be unreasonably denied.

Section 18.3 Emergency Closures

A. The determination of which exempt and non-exempt employees are deemed essential shall be made by the University and shall not be subject to the grievance and arbitration procedure herein. All Head Coaches are deemed essential employees by definition.

B. When the University is closed due to emergency situations such as a snowstorm or other circumstances, exempt employees designated as essential who are required to work, or exempt employees who volunteer and are approved to work, shall receive an hour of compensatory time for each full hour worked.

C. Emergency closures do not include when the University is open but operating remotely.

ARTICLE 19: UNPAID LEAVES

Section 19.1 Family and Medical Leave

The parties agree to the implementation of Trustee Policy T93-123, "Family Leave Policy," for bargaining-unit members. (Attached is the policy)

Section 19.2 Military Leave

- A. An employee shall be entitled, during his/her service in the Armed Forces of the Commonwealth, under Section 38, 40, 41, 42, or 60 of C.33 of the General Laws, to receive pay therefor, 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 therefor, without loss of his/her ordinary remuneration as an employee under Section 59 of C.33, General Laws as amended.
- C. An employee who is a member of a reserve component of the Armed Forces of the United States and who is called for duty other than the annual tour of duty of not exceeding seventeen (17) days shall be subject to the provisions of Chapter 708 of the Acts of 1941 as amended, or of Chapter 805 of the Acts of 1950 as amended, or Chapter 671 of the Acts of 1966, and amendments thereto.
- D. In accordance with Chapter 708 of the Acts of 1941, as amended, an employee who, on or after January 1, 1940, shall have tendered his/her resignation or otherwise terminated his/her service for the purpose of serving in the military or naval forces of the United States who does serve or was or shall be rejected for such service, 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.

ARTICLE 20: PAID LEAVE

Section 20.1 Sick Leave

- A. A full-time bargaining unit member shall accumulate sick leave with pay credits at the rate of one and one-sixth work days for each full payroll month of employment for a total of fourteen (14) days per year. A bargaining unit member on any leave with pay or industrial accident leave shall accumulate sick leave credits.
- B. A regular part-time bargaining unit member 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 to a bargaining unit member under the following conditions:

1. when a bargaining unit member cannot perform his/her duties because he or 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, is seriously ill, the bargaining unit member may utilize sick leave credits for this purpose. The University may, at its discretion, require a physician's statement attesting to the necessity for the employee's absence from the workplace to care for the family member.
3. when through exposure to contagious disease, the presence of the bargaining unit member at his/her work location would jeopardize the health of others; and
4. to keep appointments with health care professionals. In such instances the normal requirement of advance notice and approval, which shall not be unreasonably denied, will be at least five (5) working days. However, the parties recognize that an unforeseen complication may arise from a regularly scheduled appointment with such a health care professional.
5. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year in order to attend to necessary preparations and legal requirements related to the employee's adoption of a child, except that in no event may an employee charge more than a total of sixty (60) days of accrued sick leave in a calendar year for adoption related purposes.
6. An employee may use up to a maximum of ten (10) days of accrued sick leave in a calendar year for necessary preparations and/or legal proceedings related to foster care of DSS children, such as foster care reviews, court hearings and MAPS training for pre-adoptive parents. This ten (10) day limit may be waived if needed for difficult placements.

D. A full-time bargaining unit member shall not accrue sick leave credits for any months in which he/she was on leave without pay or absent without pay for a total of more than one (1) day.

Where the supervisor has reason to believe that sick leave is being abused, he/she may require the submission of satisfactory medical evidence from a qualified health care professional. Such request shall be made within seven (7) working days of either the date of suspected abuse or return of the bargaining unit member, whichever is later. Failure of a bargaining unit member to present such medical evidence within seven (7) working days after such request has been made by the supervisor, may, at the discretion of the supervisor, result in the absence being treated as absence without pay.

The supervisor may, at his/her discretion, grant the bargaining unit member reasonable time during the bargaining unit member's regular tour of duty, if necessary, to seek the proper medical evidence as required above.

E. 1. The supervisor may require that a bargaining unit member be examined by a health care

provider of the bargaining unit member's choosing and at the bargaining unit member's expense, following absence by reason of personal illness or injury for more than ten (10) consecutive working days. The sole purpose of such examination shall be to determine the bargaining unit member's fitness to return to their regularly assigned duties. Such an examination shall be required only where the employer has evidence of:

- ☐ a threat to health or safety that it reasonably believes may be caused by the employee's personal illness or injury; or
- ☐ problems related to job performance that it reasonably believes may be caused by the employee's personal illness or injury

The Employer/University Administration shall provide the employee's health care provider performing the examination with:

- ☐ Specific information about any physical and/or mental requirements for the job,
- ☐ Any pertinent health and safety requirements related to the job or workplace,
- ☐ Instructions that the examination should focus on determining whether the employee can return to their regularly assigned duties and, if so, when and under what conditions.

A bargaining unit member absent by reason of illness or injury for more than ten (10) consecutive working days shall provide the supervisor with reasonable notice of his/her intent to return.

2. Obtaining a second opinion

The Employer/University Administration may require a second opinion from a medical doctor or clinical psychologist not on the University payroll, with training and expertise in the particular field of medicine applicable to the inquiry, with the sole purpose of determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties.

Such an examination may only be required when all of the following conditions are met:

- ☐ There is evidence of problems related to job performance or a direct threat to workplace health or safety that management reasonably believes may be caused by the employee's personal illness or injury;
- ☐ The manager or administrator responsible for directing the MBU and either the Assistant Vice Chancellor for Human Resources or the Labor Relations Administrator has approved the directive in writing;
- ☐ The employee and the Union have received written notice of the proposed examination at least ten (10) working days in advance of the appointment. Such notice must include the reason(s) for the examination, identifying specific job duties about which the employee's fitness is in question, as well as a list of any specific health records the employee may be expected to provide to the examiner.
- ☐ All costs related to the appointment (e.g. co-pays, parking) will be paid by the

Employer/University Administration, and all time going to and from and participating in the examination shall be paid at the employee's applicable rate for those hours.

- ☐ The employee shall be placed on paid administrative leave.

The Employer/University Administration shall provide the examiner with the following:

- ☐ Specific information about any physical and/or mental requirements for the job,
- ☐ Any pertinent health and safety requirements related to the job or workplace,
- ☐ Instructions that any recommendations or conclusions made should focus on the following two issues: (1) whether the employee is able to perform their regularly assigned duties, with or without reasonable accommodation; and (2) whether the employee can perform their regularly assigned duties without posing a direct threat to the health or safety of the employee or others.

The examiner's determination shall be limited to determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties. The determination must be provided to the employee, the Employer/Administration, and to the Union within ten (10) working days of the examination. The examiner must also provide a report explaining the reasoning behind their determination to the employee and the employee's health care provider.

3. Obtaining a third opinion

If the employee's health care provider disagrees with the determination, a third health care provider will review all pertinent medical records and reports and may examine the employee at either the employee's or provider's discretion. This health care provider shall then issue a binding determination that shall be limited to determining whether there is a reasonable expectation that the employee can return to their regularly assigned duties. This health care provider shall be selected from a list previously agreed upon by the Employer/University Administration and the Union. All costs of this examination shall be borne by the employer.

4. Confidentiality of documents

The Employer/University Administration and the Union agree that any documentation produced in relation to this section shall be considered confidential. The Employer/University Administration shall keep all information related to such examinations apart from an employee's personnel files as a separate, confidential medical record, even information that the employee provides voluntarily to the Employer/University Administration. Such confidential information should remain confidential even after the individual is no longer an employee.

Grievances related to this section of the contract shall be processed at Step 3.

F. Sick leave must be charged against unused sick leave credits in units of fifteen (15) minutes, but in no event may the sick leave credits used be less than the actual time off.

G. Any bargaining unit member having no sick leave credits, who is absent due to illness, shall be placed, unless otherwise notified by the bargaining unit member, on holiday compensatory time; if no holiday compensatory credits are available then on personal leave; if no personal leave credits are available, then on vacation leave. If no sick leave credits or other accumulated leave credits, except for 10 days of vacation leave are available, the bargaining unit member may apply to his/her campus sick leave bank (see Section 20.2).

H. A bargaining unit member who is reinstated or reemployed 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. A bargaining unit member who is reinstated or reemployed after a period of three (3) years or more shall receive prior sick leave credits, if approved by the appointing authority or designee, where such absence was caused by:

1. illness of said bargaining unit member;
2. dismissal through no fault or delinquency attributable solely to said bargaining unit member; or
3. injury while in the employment of the Employer in the line of duty, and for which said bargaining unit member 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.

I. A regular part-time bargaining unit member 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 more than one (1) day of service of a full-time bargaining unit member.

Notification of absences under this Article shall be given to the designated representative of the supervisor as early as possible, and, in any event, at the beginning of the work day. If such notification is not made, such absence may, at the discretion of the supervisor, be applied to absence without pay. In circumstances beyond the control of the bargaining unit member such notification shall be made as early as possible on the day of absence.

J. No bargaining unit member shall be entitled to sick leave under the provisions of this Article in excess of the accumulated sick leave credits due such bargaining unit member.

K. Bargaining unit members whose service with the Employer/University Administration is terminated shall not be entitled to any compensation in lieu of accumulated sick leave credits. Bargaining unit members 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 bargaining unit member's pension benefits. The estate of a bargaining unit member who deceases shall be paid twenty (20) percent of the value of his/her unused accrued sick leave at the time of death.

L. Sick leave credits earned by a bargaining unit member following a return to duty after a leave without pay or absence without pay shall not be applied to such period of time.

M. A bargaining unit member 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.

Section 20.2 Sick Leave Bank

A. All bargaining unit members covered by this Agreement shall be members of the PSU Unit A Sick Leave Bank. A bargaining unit member must make no contribution of time to the bank in order to be a member. The Sick Leave Bank on each campus will be administered by a Board consisting of two employees selected by the Union, two individuals selected by the administration, and a neutral Chair, to be selected by the four other members, who shall vote only in the event of a tie.

B. , The University will make no contributions of time to the Sick Leave Bank. Additional time shall accrue to the bank only in the following ways:

1. Sick, vacation and personal time that would otherwise be accrued by employees during any time period during which they are being paid through the bank will instead accrue to the bank.
2. At any time that the total number of days in the bank falls below 500 on the Boston campus or 1,000 on the Amherst campus, 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.

Before drawing days from the Sick Leave Bank, an employee must use up all accrued sick and personal leave, and all but ten (10) days of accrued vacation leave. Once an employee has used up leave in accordance with this section, he/she shall immediately be eligible to draw days from the Sick Leave Bank.

C. Effective January 1, 2009, the Sick Leave Bank Policies in Appendix A of this agreement shall govern both the Amherst and Boston Sick Leave Bank Boards.

D. If the Sick Leave Bank Board is unable to make a determination regarding a request for benefits 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:

- Clarification of the employee's and/or medical practitioner's portion of the

application

- Submission of a completed federal Certification of Health Care Provider form
- A medical practitioner's written feedback regarding:
 - a) the Sick Leave Bank applicant's ability to return to his/her pre-injury/illness job (hours and duties), and
 - b) any job modifications necessary for this to occur.

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.

This same information may be requested from a second medical practitioner. If this is requested, any resultant costs shall be paid by the University.

The purpose of such additional information shall be exclusively to aid the Board of the Sick Leave Bank in determining whether to grant, modify, or reject an application for drawing days from the Bank.

E. Application of Sick Leave Bank Policies and all Board procedures may be determined by each campus' Board.

Section 20.3 Paid Personal Leave Days

On the first payroll day of the payroll month of January, full-time bargaining unit members will be credited annually with six (6) paid personal leave days which must be taken during the following twelve (12) months, at a time or times requested by the bargaining unit member and approved by the supervisor. Use of paid personal leave shall not be unreasonably denied. Any paid personal leave not taken by the last payroll day of the payroll month of December will be forfeited by the bargaining unit member. Except if as the result of a layoff, employees who leave the University and return shall be eligible for no more than one personal leave award per fiscal year. Personal leave days for regular part- time bargaining unit members will be granted on a pro-rata basis. Personal leave may be available in units of fifteen (15) minutes and may be used in conjunction with vacation leave. Full-time bargaining unit members hired into the bargaining unit, or returning from leave granted by the Sick Leave Bank, on or after the first payroll day of the payroll month of January will be credited with personal leave days in accordance with the following schedule:

<u>Date of Hire into Unit</u>	<u>Personal Leave Days Credited or Return from SLB Leave</u>
January 1 to February 29	5
March 1 to April 30	4
May 1 to June 30	3
July 1 to August 31	2
September 1 to October 31	1
November 1 to December 31	none

Section 20.4 Bereavement Leave

Upon the death of a spouse, domestic partner, child, parent, brother, sister, grandparent, grandchild, person living in the immediate household, or parent of a spouse or domestic partner, a bargaining unit member shall be entitled to leave without loss of pay for a maximum of four (4) consecutive working days. Evidence of the death may be required if the Employer/University Administration believes it necessary.

In the event of the death of a bargaining unit member'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 two (2) consecutive working days shall be available for use by a bargaining unit member.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the bargaining unit member may request to defer one of the days to the later date.

Section 20.5 Voting Leave

A bargaining unit member 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 20.6 Civic Duty Leave

A. Bargaining unit members 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 supervisor by the bargaining unit member.

B. A bargaining unit member who receives jury duty fees for jury service upon presentation of the appropriate court certificate of service shall either:

1. retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
2. remit to the University the jury fees if less than his/her regular rate of compensation for the period involved.

C. Jury fees, for the purposes 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. A bargaining unit member summoned as a witness in court on behalf of the Commonwealth, or any town, city or county of the Commonwealth or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her supervisor except that this Section shall not apply to a bargaining unit member 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 a bargaining unit member for court services performed during a vacation period may be retained by the bargaining unit

member. The bargaining unit member shall retain expenses paid for travel, meals, rooms, etc.

F. A bargaining unit member on court leave who has been excused by the proper court authority shall report to his/her department/program 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 bargaining unit member is the defendant or is engaged in personal litigation, unless such litigation arises out of the legitimate performance of his/her assigned responsibilities.

Section 20.7 Blood Donation Leave

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

Section 20.8 Professional Meeting and Conference Leave

A. Subject to the approval of the supervisor, a bargaining unit member may be allowed to take a paid leave to attend professional meetings or conferences that are directly related to the bargaining unit member's responsibilities.

B. A bargaining unit member who is required to hold a license, registration, or certification as a condition of employment shall be allowed to attend professional meetings or conferences in order to secure or maintain the necessary license, registration, or certification, not to exceed five (5) days in a twelve (12) month period. The University shall, within budgetary constraints, support wholly or in part said bargaining unit member with regard to necessary expenses. The bargaining unit member shall, whenever possible, schedule attendance so as not to harm ordinary operation of the unit.

C. The University recognizes the benefits of professional staff participation as presenters at professional meetings, as officers of professional organizations, and as recipients of awards. Supervisors may permit attendance at meetings or conferences involving such participation where such attendance does not unduly interfere with normal operations of the unit. Supervisors may also provide financial support for these leaves where budgets permit.

ARTICLE 21: HOLIDAYS

Section 21.1

The following days shall be holidays for bargaining unit members:

New Year's Day

Martin Luther King Day

President's Day

Patriots Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Indigenous People's Day
Veterans Day

Thanksgiving Day
Christmas Day

Section 21.2

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

Section 21.3

Bargaining unit members covered by this Agreement shall be subject to the Commonwealth's rules and regulations governing procedures to be followed in the event that any of the above holidays falls on a Saturday or a Sunday.

Section 21.4

A bargaining unit member who is on leave without pay or is absent without pay for any of his/her scheduled workdays immediately preceding or immediately following a holiday shall not receive pay for that holiday.

Section 21.5

A bargaining unit member scheduled to work on a holiday and who fails to report as scheduled shall be recorded as absent without pay unless the unit member properly notifies the supervisor at least one hour prior to the beginning of the scheduled tour of duty. In circumstances beyond the control of the bargaining unit member such notice shall be made as early as possible on the day of absence.

Section 21.6

Supervisors shall, whenever possible, rotate holiday coverage among those bargaining unit members whose skills are necessary to perform the functions required.

ARTICLE 22: VACATION

Section 22.1 Vacation Accrual

Bargaining unit members accrue paid vacation in accordance with the following schedule:

<u>Service Requirement</u>	<u>Vacation Credit Annual Accrual in Days</u>
Date of hire up to 5 years	20 days
5 years up to 10 years	21 days
10 years up to 20 years	22 days
20 or more years	23 days

Vacation continues to accrue in the following circumstances:

- ☐ During military leave. Upon return to his/her position the member will be credited with vacation leave as if they had been on the payroll during the absence for military leave

- ☐ While on leave with pay status.
- ☐ While on leave resulting from an industrial accident.

Vacation does not accrue to the member in the following circumstances:

- ☐ During an authorized leave of absence without pay.
- ☐ During the period of non-responsibility for members working a 43-week schedule.
- ☐ While on sick leave bank leave

Vacation accrues to a maximum of sixty-four (64) days.

A bargaining unit member who is reinstated or reemployed after less than three (3) years shall have his/her prior service included in determining his/her length of service for purpose of vacation accrual.

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

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

Section 22.2 Vacation Request and Usage

A bargaining unit member may request to use vacation leave as it accrues. Vacation leave requests shall be granted unless, in the supervisor's opinion, it is impossible or impractical to do so because of work schedules or emergencies. The supervisor shall make reasonable efforts to insure that a bargaining unit member, having requested vacation leave, is granted such leave in order to prevent the loss of earned vacation.

If a conflict in vacation requests arises, the supervisor shall give consideration to the employee(s) with the most seniority, provided that operational needs are met.

A bargaining unit member who has available unused vacation leave, and who because of provisions of this article would lose such vacation leave, shall have such vacation leave converted to sick leave.

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 the supervisor is otherwise notified by the bargaining unit member, to compensatory time, personal leave, if any, then to vacation leave, if any.

Section 22.3 Payment of Vacation Time

Payment of vacation shall be made at the employee's regular rate of pay at the time of vacation and shall not include any premium or differential payment. No payments will be made in lieu of taking vacation, except for accrued unused vacation leave at the time of termination.

Section 22.4 Payment Upon Termination of Employment

A bargaining unit member whose service with the University terminates for any reason shall be paid an amount equal to the vacation leave that had been accrued prior to such termination but which had not been used, provided that no monetary or other allowance has already been made for that reason.

Upon the death of a bargaining unit member, the University shall authorize payment of vacation upon the establishment of a valid claim in the following order of precedence:

- First: To the surviving beneficiary(ies) designated by the member under the State Employee Retirement System.
- Second: To the estate of the deceased.

Section 22.5 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.

ARTICLE 23: TUITION DISCOUNT PROGRAMS

23.1 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).

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	100%
Spouses and Dependent Children of Current/Active University Employees	
Graduate Courses or Programs	20%
Undergraduate Courses or Programs	
University Employee w/ < 2 FTE Years of Service	15%
University Employee w/ 2+ FTE Years of Service	60%

Spouses and Dependent Children of Retired University Employees ³	60%
Spouses and Dependent Children of Deceased University 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.

23.2 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.

23.3 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.

23.4 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 24: HEALTH AND WELFARE

Section 24.1 Group Health Insurance

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.

In the event that Chapter 32A of the General Laws is amended to permit the provision of group insurance benefits to domestic partners of Commonwealth employees, the Employer agrees that it will provide all group insurance benefits to such domestic partners to the same extent it provides to spouses of bargaining unit employees.

Section 24.2 Health and Welfare Plan

A. Funding

Effective July 1, 2014 the employer agrees to contribute on behalf of each full time employee equivalent in the bargaining unit a total of fifteen dollars (\$15) per calendar week to the Massachusetts Public Employees Fund.

Effective December 31, 2016, an additional dollar and fifty cents (\$1.50) per calendar week per full time employee equivalent for a total of sixteen dollars and fifty cents (\$16.50) shall be paid to the Massachusetts Public Employees Fund. However, a labor-management discussion will occur prior to July 2016 to discuss the possibility of another amount to be contributed starting at this time.

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; provided, however, 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 Massachusetts Public Employees 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 contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

B. 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 7.

C. 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 24.2 above.

ARTICLE 25: RETIREMENT

Section 25.1

Bargaining unit members shall be subject to the rules and regulations of the Commonwealth's Retirement System.

ARTICLE 26: PAYROLL SYSTEMS

1. The parties acknowledge that the University will be implementing new administrative computing and payroll systems. The Union agrees that there may be changes to current business practices, procedures and functions as a result. To ensure that the changes required by these systems (e.g. the change from a weekly to a biweekly payroll system), are introduced and implemented in the most effective and humane manner, the University and the Union will establish a special labor-management committee made up of an equal number of union and

management representatives which shall be the sole forum to discuss the impact to the bargaining unit arising from the implementation of the systems. Nothing in this article is meant to waive any other provisions in this Agreement.

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

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

ARTICLE 27: SALARY ADMINISTRATION/CLASSIFICATION PROGRAM

The University has developed the following methodology to evaluate and classify unit positions:

Objectives:

- A. To attract, retain, motivate, and reward the highest caliber of personnel commensurate with our needs, goals, and financial resources.
- B. To provide for internal equity of salaries by:
 - 1. Reflecting the relationship between positions based on a combination of skill, effort, responsibility and working conditions.
 - 2. Maintaining consistency in the granting of increases where position level and performance are similar.
 - 3. Administering salaries in support of University affirmative action principles.
- C. To provide for external competitiveness by paying salaries that are equal to or more than average total compensation for comparable positions in the appropriate labor market.
- D. To provide specific practices to fairly and equitably compensate professional employees for work performed outside their official position description.
- E. To communicate salary policies and practices effectively to employees.

Methodology:

To evaluate and classify the head coaching positions, the University developed a list of criteria to determine which head coaching positions are comparable based upon the skill, effort and responsibility necessary to perform the job of head coach. The criteria upon which the positions are to be evaluated for comparability include but are not limited to the following:

Skill:

- Education level
- Prior coaching experience (Level and Years)
- Experience required with NCAA rules
- Prior recruiting experience
- History of team athletic success
- Experience working with diverse populations and creating inclusivity

Effort:

- Internal pressure to win including support and resource allocation
- External pressure to win including fan, alumni/ae and donor support and expectations
- Amount of recruiting travel and geographical coverage
- Number of contests/competitions
- Degree of external responsibility (e.g. media/public relations, alumni/ae, donor stewardship)
- Program size
- Strength of schedule (conference and non-conference opponents)
- Importance of staying current on sport-specific training techniques
- Level of importance for student-athlete's physical development

Responsibility:

- Full-time coaching and operations staff supervised
- Rostered student-athletes/full-time coaches
- Size of operating budget
- Annual revenues derived from sport fundraising efforts

The individual experience and performance of individual head coaches will also be taken into consideration. The criteria upon which individual coaches are to be evaluated in connection with making compensation decisions include but are not limited to the following:

Experience:

- Career coaching experience
- History of coaching success as a head coach
- Award recognition as a head coach

- Experience recruiting and coaching diverse athletes/teams.

Merit/revenue:

- Team athletic success
- Team academic success
- Participation in service to the community
- Recruiting success
- Budget management
- Revenue generation
- Team dynamics and student-athlete experience
- Managing and overall performance of full-time staff
- Adherence to NCAA and University rules/regulations.

Scoring:

Each applicable criteria is to be scored on a scale of 1-5 for each head athletic coach position. Those scores are then tabulated and used to determine a salary based upon the skill, effort, and responsibility necessary to perform the head coach job and the individual experience and performance of the coach. The salary is then verified and modified, if warranted, as dictated by the comparable data for NCAA Division III Head Coaches.

At the University's discretion, off-cycle raises for current employees may be instituted based on the methodology to evaluate and classify unit positions. Further, all new hire salaries will be determined based on the same methodology.

The University Administration may grant salary increases to bargaining unit members as a response to an alternative offer of employment or recruiting of a bargaining unit member by another employer.

Periodic Review of Salary

Beginning one year from the execution of this agreement, coaches may request a review of their salary and the points awarded for their positions once per year. Coaches may not request reevaluation more than once a year.

A request for reevaluation shall be put in writing to the Total Compensation area of Human Resources. The request shall highlight any particular areas that the coach believes warrant reevaluation.

After review, Total Comp Manager shall share the results of their review and provide a justification for any change in and/or reasons for denial. No salary of an incumbent may be reduced as a result of this review.

If there is agreement that there will be a change in salary, that change will be effective in the first pay period after HR concludes its review.

If Total Compensation does not recommend a change in salary, the Coach may request a meeting with Total Compensation to review the grading applied to their position and to further make their case for an upgrade. The Coach may bring union representation to the meeting. All denials of a request for a change in salary through this process shall not be unreasonably denied and are subject to the grievance procedure established in Article 7 of this Agreement.

Example of the most current comparable data:

Compensation Comparison from CUPA HR
Group size - 441 NCAA Division III Institutions
(2021-22)

Sport	Median 50% Salary	Average Salary	UMass Boston (Current Salaries)	UMass Dartmouth
Baseball	\$59,249	\$63,398	\$78,597	\$68,679
MBB	\$70,448	\$74,408	\$72,456	\$48,455
MIH	\$74,841	\$102,136	\$80,524	\$63,389
MLAX	\$58,057	\$61,917	\$57,502	N/A
MSOC	\$55,649	\$59,587	\$64,010	\$18,557
Tennis	\$51,766	\$54,146	\$64,000	\$11,250
Track	\$57,852	\$62,729	\$64,821	\$73,815
WBB	\$63,535	\$66,646	\$80,000	\$65,218
WIH	\$61,402	\$75,202	\$73,000	N/A
WSOC	\$54,883	\$57,346	\$82,579	\$66,300
Softball	\$53,836	\$56,132	\$76,022	\$72,034
Volleyball	\$54,777	\$56,946	\$61,094	\$66,300

ARTICLE 28: CONTRACTING OUT BARGAINING UNIT WORK

Prior to the Employer/University Administration contracting out bargaining unit work, the Employer/University Administration shall notify the Union of its intent and shall negotiate with the Union in order to prevent layoffs and to discuss the terms of the contracting out of services. If issues remain beyond the negotiated agreement, the labor management committee may then make a non-binding recommendation to the Employer/University Administration.

ARTICLE 29: EMPLOYEE EXPENSES

Section 29.1 Mileage

When a bargaining unit member is authorized with the Athletic Director’s approval to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed in accordance with the University Travel Policy, T92-031, as amended from time to time.

A bargaining unit member who travels from his/her home to a temporary assignment rather than to his/her regular assigned office shall be allowed transportation expenses for the distance between his/her home and his/her temporary assignment, or between his/her regular assignment and his/her temporary assignment, whichever is less.

Bargaining unit members shall not be reimbursed for commuting between their home and office or other regular work location. With approval of the Vice Chancellor for Human Resources, a bargaining unit member's home may be designated as his/her regular office by his/her supervisor for the purpose of allowed transportation expenses in cases where the bargaining unit member has no regular office or other regular work location.

Section 29.2 Meals

When a unit member is on travel status, he/she shall receive meal allowances, if not covered by the athletic team budget, in accordance with the University Travel Policy, T92-031, as amended from time to time.

Bargaining unit members who work three (3) or more hours beyond their regular schedule, exclusive of meal times, in addition to their regular hours of employment or bargaining unit members who work three (3) or more hours, exclusive of meal times, on a day other than their regular work day shall be reimbursed for expenses incurred for authorized meals, including tips, not to exceed the following amounts and in accordance with the following time periods:

<u>Meals Maximum Applicable Allowance</u>		
Breakfast	\$3.00	3:01 a.m. to 9:00 a.m.
Lunch	\$4.75	9:01 a.m. to 3:00 p.m.
Dinner	\$7.50	3:01 p.m. to 9:00 p.m.
Midnight Snack	\$3.00	9:01 p.m. to 3:00 a.m.

ARTICLE 30: LABOR/MANAGEMENT COMMITTEE

Section 30.1

There shall be established a committee to be known as the Labor/Management Committee. Each committee shall be comprised of four (4) members, two (2) appointed by the Employer/University Administration and two (2) by the Union. The position of chairperson shall alternate between the University administration and the Union, and the committee shall meet every other month, or more frequently by mutual agreement. The purpose of the committee shall be to discuss matters of concern to the administration and/or the Union.

Either party may submit items for the agenda to the chairperson at least one (1) week prior to any scheduled committee meeting. The chairperson shall endeavor to distribute the agenda to the members at least four (4) days prior to the committee meeting. It is understood that said committee shall not discuss grievances that have been filed at any step of the grievance process and shall have no power to negotiate, alter or amend the terms of this Agreement.

Section 30.2

Decisions of the committee established above in Sections 30.1 shall be without prejudice or precedent.

Section 30.3

Activities and decisions of the committee established above in Sections 30.1 shall not be subject to Article 7, Grievance and Arbitration Procedure.

ARTICLE 31: SALARIES

Section 31.1 Salary Increases

A. To be eligible for any salary increase contained in this Agreement, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either a) on the payroll during the pay period during which the salary increase is implemented; or b) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay.

B. Effective the first full pay period in July 2021, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase (not including overtime, additional compensation, or other additions) of two percent (2%).

C. Effective the first full pay period in July 2022, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase (not including overtime, additional compensation, or other additions) of two percent (2%).

D. One-Time Additional Payment: In consideration for the disruption brought about by COVID-19 and as a recognition for the cooperation demonstrated by members of the bargaining unit, employees on the payroll on the date of execution of this Agreement and including any furlough or other authorized leave of absence, on the date on which the General Court authorizes the cost items contained in this agreement and during the pay period during which the payment described in this paragraph is implemented shall be paid a one-time lump sum payment based on the calculation below.

The equivalent of 1.5% of the annual base salary of each member of the bargaining unit who earns an annual base salary of \$66,667 or more shall be placed in the payment pool. For bargaining unit members who earn less than \$66,667 in annual base salary, the equivalent of \$1,000 shall be placed in the payment pool. (Base salary does not include overtime, additional compensation, or other types of compensation.) This calculation shall be based on a member's salary after the application of the FY 21 and FY 22 wage increase. The amount contributed to the pool shall be prorated for less than full time and less than 52-week employees. The distribution of the one-time payment from the pool will be an equal dollar amount for all eligible employees, with the exception of being prorated for less than full time and less than 52-week employees.

E. Additional Salary Adjustment: Those coaches identified as needing their salary adjusted based on the Head Coach methodology scoring will see that salary adjustment starting the first full pay period in July 2021, prior to the implementation of the base rate increases.

F. Effective the first full pay period in July 2023, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase (not including overtime, additional compensation, or other additions) of four percent (4%).

G. Effective the first full pay period in January 2024, each bargaining unit member who does not receive a less-than-satisfactory rating on his or her annual evaluation shall receive a base rate increase (not including overtime, additional compensation, or other additions) of four percent (4%).

H. A Classification/Adjustment Pool equal to \$500.00 per FTE in the bargaining unit shall be established. (A pro rata amount shall be utilized for less than full time bargaining unit members.) The calculation of the Classification/Adjustment Pool shall be determined based on the average number of bargaining unit members for the last calendar year from May 1, 2022 – May 1, 2023 and shall be distributed in accordance with Section I below.

I. The Classification/Adjustment Pool, referenced in Section H above, shall be equally distributed to the following Head Coach positions to address economic equity effective the first full pay period in July 2023, and prior to the implementation of the salary increase referenced in Section F above:

- Head Women's Softball Coach
- Head Men's Basketball Coach
- Head Track & Field Coach
- Head Men's Lacrosse Coach

Section K deleted.

L. The above salary increase shall be paid in accordance with eligibility criteria established in current Article 31.1.A.

M. All merit pools shall be calculated by campus

N. Unit employees shall be eligible for costs associated with licenses and certifications. The following provisions shall apply:

Only unit members who are required by law or by their job description to obtain, hold or maintain licenses or certifications shall be eligible for reimbursement, except for driver's licenses.

1. Eligible unit members may be reimbursed up to five hundred dollars per year.
2. Reimbursement may be obtained for any costs associated with such licenses and certifications, including the costs of required continuing education.

O. To be eligible for any salary increase contained in this section, an employee must be on the payroll, including any authorized leave of absences, on the effective date of such salary increase and either a) on the payroll during the pay period during which the such salary increase is implemented; or b) retired, deceased, or laid off after the effective date of such salary increase. Employees who leave the university voluntarily or are discharged for cause after the effective date of the salary increase are not eligible for any increase or any retroactive pay.

P. The provisions of this article are subject to appropriations by the General Court, as provided in Article 36.1 of this Agreement.

Section 31.2 Additional Compensation

A. In recognition of the significant levels of education or valuable equivalent professional experience achieved and maintained by the professional staff, and in recognition of the opportunity to provide the University with a highly professional pool of resources for additional duties as a benefit to the University or as a service to citizens of the state and the nation, compensation is permitted for certain additional professional services with the following principles:

1. Each member of the bargaining unit is under obligation to render to the University and to his/her department/unit the highest level of service of which he/she is capable. No additional services shall be undertaken, with or without compensation, which interfere with the discharge of assigned duties and responsibilities.
2. When additional compensation is to be paid by grant or trust monies, such funds must be budgeted and encumbered in advance, and all payments must conform to any regulation governing the grant or trust.
3. When additional compensation is to be paid by state monies, state subsidiary account 03 will be the only acceptable payment source, subject to the regulations established by the state, University, and department/unit.

Should the use of University facilities, equipment, or supplies be required, approval for

such use must be obtained in advance from the appropriate Department Head, Director, Dean or Vice Chancellor. A reasonable fee may be levied by the University for use of such facilities, equipment, and supplies, and shall be determined by the Treasurer of the University, upon recommendation of the respective Department Head, Director, Dean, or Vice Chancellor.

4. Section 31.3 shall apply to all bargaining unit members, regardless of length of contract, source of funding, or classification. All bargaining unit members shall be eligible for additional compensation as outlined in this article, except when specifically excluded or prohibited.
5. All requests for participation in and payment of additional compensation are subject to the prior written approval of the designated campus officer(s) responsible for determining appropriateness and eligibility.

B. Members of the bargaining unit are permitted to participate, with or without compensation, in:

1. all authorized programs administered by the Division of Continuing Education,
2. programs that provide new processes for development by Massachusetts industrial and agricultural interests, programs requiring the performance of a service role to and for the citizens by undertaking programs from agencies of the state and federal government, foundations, or other sources for the use and benefit of all,
3. programs or services sponsored by a University unit, which promote personal or professional growth and enrichment and provide benefit to the University, provided such participation conforms to the following stated principles:
 - a. Bargaining unit members may not participate in any approved program without prior written approval from their Department Head, Director, Dean, or Vice Chancellor.
 - b. Requests for participation in programs under Items B.2 and B.3 above must be accompanied by a brief description of the service to be provided, the unit to be served, and its potential benefit to the University prior to any commitment being made.
 - c. All such services and participation shall be in addition to and exclusive of the regularly assigned duties and responsibilities normally performed by the bargaining unit member and as reflected in the current job description of record.
 - d. Total compensation for all such services may not exceed, in a given calendar year, an amount greater than twelve percent (12%) of the bargaining unit member's then current base annual salary, and may be administered at rates established by existing compensation schedules such as that, for instance, used by the division of Continuing Education, or at rates based on existing compensation for comparable service and required expertise, provided it can be determined that such additional duties do not fall within the scope of duties and responsibilities assigned said bargaining unit member in his/her official job description. Should it be determined that the additional services fall within the scope of duties and responsibilities

assigned in the official job description, then
no additional compensation will be paid.

- e. Members of the bargaining unit may participate in coaching athletic teams or teaching academic courses for credit for additional compensation in excess of twelve percent (12%) of their base annual salary.

When any such coaching or teaching program occurs during an employee's regular workday, the employee must establish a written alternative work schedule with the approval of the employee's supervisor and the appropriate vice chancellor.

No employee may participate in more than one (1) coaching OR teaching program simultaneously and no employee may participate in more than two (2) coaching or teaching programs in any calendar year; unless such participation does not result in additional compensation in excess of twelve percent (12%) of their base annual salary or the University permits an employee to participate in additional activities due to extraordinary circumstances.

C. No bargaining unit member may participate in additional compensation if:

1. The additional duties would bring him/her as an expert, or in any other capacity, into conflict with Chapter 268A of the Massachusetts General Laws, or the interests of the University or Commonwealth.
2. The additional duties occur in what would be defined and/or perceived by the supervisor as falling within the normally scheduled working hours, unless the bargaining unit member requests and is granted the use of personal time, vacation time, or leave without pay. The use of such vacation time, personal time, or leave without pay may be denied if, in the opinion of the appointing authority, it is impossible or impractical to do so because of work schedules or other emergencies.

Section 31.3

Salary increases made pursuant to this Article are not subject to the limits of the general salary scales for employees of the Commonwealth.

ARTICLE 32: NO STRIKE/NO LOCKOUT

Section 32.1

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

Section 32.2

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

Section 32.3

The Employer/University Administration agrees not to engage in the lock-out of bargaining unit members.

ARTICLE 33: SUCCESSORSHIP

This agreement shall be binding upon the successors and assigns of the parties hereto; and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever, by any change in the regular status, affiliation, structure, or management of either party.

ARTICLE 34: SAVINGS CLAUSE

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

ARTICLE 35: EFFECT OF AGREEMENT

Section 35.1

It is acknowledged that during the negotiations which resulted in this Agreement the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, this Agreement shall constitute the total agreement between the parties and the parties agree that neither shall be obligated to any additional collective bargaining.

Section 35.2

The Employer/University Administration is not bound by any past practice of the Employer/University Administration, unless such past practice is specifically stated in this Agreement.

ARTICLE 36: COST ITEMS AND APPROPRIATION BY THE GENERAL COURT

Section 36.1

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

Section 36.2

All bargaining unit members shall receive the benefit of the cost items of this Agreement in the

cases where those cost items are effective for state-funded bargaining unit members.

Section 36.3

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

ARTICLE 37: PROBATIONARY PERIOD

Section 37.1

Employees hired or re-hired into a position in the bargaining unit as the result of a search shall be considered as probationary employees for the first twelve (12) months of continuous employment in that position following the completion of the search.

Section 37.2

If a bargaining unit member requests and is granted an unpaid leave of absence under Article 19 during his or her probationary period, the probationary period shall be extended by a period equal to the period of leave taken by the bargaining unit member.

Section 37.3

The purpose of the probationary period is to provide for the evaluation of an employee. In order to assist a bargaining unit member to complete successfully the probationary period, the immediate supervisor shall advise him/her of any deficiencies and give him/her the opportunity for corrective action, as is done for all bargaining unit members (see Article 15, Section 3). No termination shall occur without this process being followed, except as provided for under Article 8.2. During the probationary period, a bargaining unit member shall not have recourse to the Grievance and Arbitration Procedure to contest discipline or discharge.

Section 37.4

An employee, having successfully completed an initial probationary period in the bargaining unit and whose campus bargaining unit service is continuous, shall not serve an additional probationary period when changing jobs within the bargaining unit.

ARTICLE 38: DURATION

Section 38.1

This Agreement shall be in effect through midnight of June 30, 2024 *and* terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

Section 38.2

Should a successor Agreement not be executed by June 30, 2024, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is

reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after January 1, 2024.

Section 38.3

This Agreement is entered into and shall become effective July 1, 2021, and when it is signed by the President of the University.

SIDE LETTER: LIABILITY INSURANCE

Within budgetary constraints, the Employer/University Administration will make a reasonable effort to continue the current level of liability insurance in effect at the University.

SIDE LETTER: TEMPORARY LAYOFFS

Notwithstanding the provisions of Article 13, the parties agree that, should a temporary layoff of bargaining unit members be necessary, the parties shall bargain the procedures to be used in such a layoff.

SIDE LETTER: PROFESSIONAL IMPROVEMENT LEAVE

The parties agree that Trustee Policy on Professional Improvement Leave shall remain in full force and effect for bargaining unit members for the life of the Agreement:

Professional non-academic staff are 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 years of equivalent full-time professional service at the University. [In the case of employees with 43 week appointments, 43 weeks of full-time service shall constitute one year of service.]
- C. Leave for professional improvement shall not exceed five and one-half 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. Staff members who receive approval for professional improvement must return to

their duties at the University for at least one 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 years of equivalent full-time service to the University. Such leave may be of varying duration not to exceed two months within any two-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-year service of Paragraph F shall be required.

The parties also agree that the application for professional improvement leave shall contain all information necessary for the University administration 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.

SIDE LETTER: TUITION AND FEES

The University will make every effort, consistent with the code of the Internal Revenue Service and all other applicable laws, to assess and report mandatory fees associated with tuition in such manner that allows those fees to be tax-deductible to the same extent as tuition.

SIDE LETTER: SICK LEAVE AND VACATION ACCRUALS

The parties to this Contract agree that they will participate in any joint labor-management system-wide committee, consisting of other unions and campuses, that shall be formed with the authority to research, design, and bargain one or more employer-sponsored systems to improve or replace the current sick-leave system and/or vacation-leave system for employees in the bargaining unit. For the duration of the agreement, a 120-day cap on the accrual of sick leave for employees hired on or after January 1, **2018** shall be implemented. **As of June 30, 2020, for an employee who is not vested as of June 30, 2020, any sick leave payout on retirement will be limited to the maximum of 20% of 120 days.** For the duration of the agreement, the current vacation-leave terms will remain unchanged. If the committee fails to mutually agree to a replacement system, the sick-leave and vacation-leave systems and language in effect under the 2012-14 agreement between the parties will continue.

APPENDIX A

**PSU/MTA UNIVERSITY OF MASSACHUSETTS AMHERST & BOSTON CHAPTERS
SICK LEAVE BANK POLICIES**

January 1, 2009

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. Contribution 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 Worker's 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 (LTDI) 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 (LTDI) payments 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

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

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.

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:

- ☐ Clarification of the employee's and/or medical practitioner's portion of the application,
- ☐ Submission of a completed federal Certification of Health Care Provider form,
- ☐ Medical practitioner's written feedback:

regarding the Sick Leave Bank applicant's ability to return to his/her pre-injury/illness job (hours and duties), and
regarding any job modifications necessary for this to occur.

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

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.

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.

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	<p>Family Medical Leave Act: A federal regulation that allows eligible employees 12 weeks of leave, with or without pay, under certain conditions.</p> <p>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.</p>
Health Care Provider	<p>Doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, clinical social workers, optometrists, chiropractors, nurse practitioners, nurse-midwives, and</p> <p>Christian Science practitioners.</p>

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 1

Additional Duties of Coaches Committee

The parties will establish a joint labor-management committee to discuss the performance of secondary duties by those who are in the Head Coaches bargaining unit during the academic year. Committee will have no more than four (4) members from each party to the contract. The committee shall begin work no later than ninety (90) days after this agreement is signed by the President of the University.

APPENDIX 2

Performance Evaluation of Coaches Committee

The parties will establish a joint labor-management committee to discuss the specifics and parameters of the performance evaluation process for Head Coaches. Committee will have no more than four (4) members from each party to the contract. The committee shall begin work no later than ninety (90) days after this agreement is signed by the President of the University

APPENDIX 3

Salary Chart

Name	Job Title	Current Salary	Salary as of Jun 30, 2021	Jul-21 (2%)	Jul-22 (2%)	Jul-23 (4%)	Jan-24 (4%)
Zombeck, Amy L	Head Women's Soccer Coach	\$82,579.13	\$82,579	\$84,230.58	\$85,915.19	\$89,351.80	\$92,925.87
Beverlin, Jake	Head Men's Soccer Coach	\$64,010.69	\$75,000	\$76,500.00	\$78,030.00	\$81,151.20	\$84,397.25
Ardagna, Natalia	Head Women's Softball Coach	\$76,022.07	\$76,022	\$77,542.44	\$79,093.29	\$82,257.02	\$85,547.30
Eygabroat, Brendan O	Head Mens Baseball Coach	\$78,597.30	\$82,000	\$83,640.00	\$85,312.80	\$88,725.31	\$92,274.32
Jacobs, Heather Ann	Head Women's Basketball Coach	\$80,000.00	\$80,000	\$81,600.00	\$83,232.00	\$86,561.28	\$90,023.73
Harris, Jason Mathew	Head Coach, Men's Basketball	\$72,456.71	\$72,456	\$73,905.12	\$75,383.22	\$78,398.55	\$81,534.49
VACANT	Head Women's Ice Hockey Coach	-	TBD	-	-	-	-
Belisle, Peter M.	Head Hockey Coach	\$80,524.81	\$85,000	\$86,700.00	\$88,434.00	\$91,971.36	\$95,650.21
Eddins, Genesis G	Head Track Coach	\$64,821.13	\$64,821	\$66,117.55	\$67,439.90	\$70,137.50	\$72,943.00
VACANT	Head Coach Men's & Wmns Tennis	-	TBD	-	-	-	-
Cheney, Stacy	Head Volleyball Coach	\$72,000.00	-	-	-	\$74,880.00	\$77,875.20
Low, Jeffrey Tyler	Head Men's Lacrosse Coach	\$57,502.50	\$70,000	\$71,400.00	\$72,828.00	\$75,741.12	\$78,770.76
Hyde, Matthew	Director of Sports Performance/Strength & Conditioning	\$65,000.00	-	-	-	\$67,600.00	\$70,304.00

Doc. T93-123

Passed by the BoT
November 10, 1993
Revised 2/16/94

FAMILY LEAVE POLICY

Applicability

This policy shall apply to all eligible non-unit employees of the University of Massachusetts.

Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 ("FMLA"), employees of the University are entitled to up to 12 weeks of unpaid leave during any calendar year. Leave may be granted for any of the following reasons:

- the birth of a child and in order to care for a child, provided any such leave concludes within 12 months of the birth of the child;
- the placement of a child with the employee for adoption or foster care, provided any such leave concludes within 12 months of the placement of the child;
- the care of an employee's spouse, child, or parent with a serious health condition; or
- the employee's own serious health condition that makes the employee unable to perform the essential functions of the position.

Leaves covered by this policy will be referred to as "FMLA" leave. Any leave taken by an eligible employee for any of the reasons covered by this policy will be considered FMLA leave and will be credited as such in University records, even if the employee does not specifically identify it as FMLA leave.

Eligibility

To be eligible, employees must have been employed by the University for at least 12 months and have worked at least 1250 hours during the 12 month period immediately preceding the commencement of the leave.

Duration

FMLA leave may last for a total of up to 12 weeks during any calendar year. Alternatively, leave taken for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as FMLA leave does not exceed a total of 12 weeks during the calendar year. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only by prior arrangement with the University.

An employee and spouse both working for the University who are eligible for FMLA leave are permitted to take only a combined total of 12 weeks if the leave is for the birth, adoption, or placement for foster care of a child or to care for a parent with a serious health condition.

Covered Health Conditions

In accordance with the FMLA, a "serious health condition" means one of the following conditions affecting the employee or the employee's child, spouse, or parent:

- an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical-care facility;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e. doctor, dentist, clinical psychologist);
- continuing treatment by or under the supervision of a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than 3 calendar days; or
- prenatal care.

Leave Arrangements

Employees should submit a leave application to their immediate supervisor, who will forward it to Human Resources.

In instances where leave is foreseeable, employees must provide 30 calendar days advance notice of the leave request. In cases of planned medical treatment, the employee should consult with the immediate supervisor in an attempt to schedule the leave so as not to disrupt unduly the University's operations. Where leave is not foreseeable, such as during a medical emergency, notice must be given as soon as practicable, and ordinarily within one or two business days of when the employee learns of the need for the leave.

Where the leave is for the serious medical condition of the employee or the employee's spouse, child, or parent, the employee must submit a medical certification form supporting the need for the leave. This form will be provided by the Human Resources Department and will be filled in by the employee's health care provider. In certain instances, a second or third medical certification may be required at the University's expense. An employee will not be permitted to commence or remain on a FMLA leave unless a valid medical certification form is provided.

In the case of a foreseeable intermittent leave for planned medical treatment or during a period of recovery from a serious health condition, the University may require an employee to transfer temporarily to an available alternative position, at the equivalent pay and benefits, for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

Pay During Leave

Except as provided in this paragraph, all FMLA days are without pay. However, an employee may use accrued vacation and personal days for any covered FMLA leave, may utilize accrued sick days for FMLA leaves due to the employee's own serious health condition, and may use family sick leave for the illness of a spouse, child or parent. The University may, in its discretion, based on the needs of the campus, require an employee to utilize accrued vacation, personal, or sick days during a covered leave. The Human Resources Office will notify the employee if the University is going to require the use of accrued time during a covered leave.

Benefits During Leave

The University will maintain group health insurance coverage during a covered FMLA leave on the same terms as if the employee had continued to work. Employees will be advised by the Human Resources Office about the amount and method of payment of their portion of the health insurance premium.

In the event an employee does not return from a covered FMLA leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the control of the employee, the University will recover any health insurance premiums it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the employee, if any, or by otherwise seeking recovery of the premium through the legal process.

The University will maintain other benefits, such as life and disability insurance, in effect during the paid portion of a covered FMLA leave, and, during any unpaid portion of a covered FMLA leave upon timely payment of the full premium by the employee, as specified by the Human Resources Office.

Communication By Employee During the Leave

The University may require the employee to submit medical recertifications during a leave at 30 calendar day intervals, and it may require an employee to report periodically on their status and intent to return to work. In cases of leaves due to the employee's own serious health condition which exceed 60 calendar days, employees must establish their fitness to return to duty in accordance with procedures in effect on their campus.

Reinstatement Following Leave

Employees who return from covered FMLA leaves will be reinstated to their same or equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Coordination With Other Statutes

The FMLA does not supersede any provision of state law that provides greater family or medical leave rights than the rights established under the federal law. Leave entitlements under state law and the FMLA run concurrently where both laws cover the same type of leave. For example, state law provides maternity/adoptive leave; time spent on such leave will simultaneously be counted toward FMLA leave eligibility.

Implementation

The President of the University of Massachusetts is hereby delegated authority to implement, amend, or modify this policy for non-unit employees of the University.

http://www.umassp.edu/policy/personnel/fam_leave.html

COMPLETE AGREEMENT

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

Agreement between the University of Massachusetts and the Professional Staff Union Unit C
Head Coaches/Massachusetts Teachers Association/National Education Association

Signed this date: _____

For the Union:

DocuSigned by:
Sean H Barrett 5/19/2023
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Sarah Bartlett 5/19/2023
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Brundan Eggabroat 5/23/2023
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Natalia Irdagna 5/23/2023
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For the University:

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Benjamin Trachman 5/23/2023
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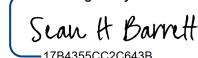
Signer Events

Sean H Barrett

sbarrett@massteacher.org

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(Optional)**Signature**

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Sarah Bartlett

Sarah.Bartlett@umb.edu

UMassBoston

Security Level: Email, Account Authentication
(Optional)

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Brendan Eygabroat

Brendan.Eygabroat@umb.edu

UMassBoston

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(Optional)

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Tyler Low

tyler.low@umb.edu

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:



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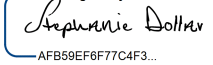
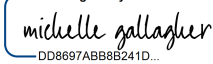

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<p>Jason Harris jason.harris@umb.edu UMassBoston Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/25/2021 2:45:08 PM ID: 5283bde5-76fb-4dee-b370-63b878cbf8ff</p>	<p>DocuSigned by:  6D18CB8CD4DD5416...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 158.121.67.91</p>	<p>Sent: 5/23/2023 10:53:38 AM Viewed: 5/23/2023 12:20:48 PM Signed: 5/23/2023 12:21:00 PM</p>
<p>Stephanie Dollar Stephanie.Dollar@umb.edu Deputy AD for Internal Administration/SWA UMassBoston Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/10/2023 7:19:31 AM ID: 5660a024-5283-4ce7-8a3f-63765bd6373a</p>	<p>DocuSigned by:  AFB59EF6F77C4F3...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.242.131.245 Signed using mobile</p>	<p>Sent: 5/23/2023 12:21:04 PM Viewed: 5/23/2023 12:34:25 PM Signed: 5/23/2023 12:34:54 PM</p>
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Completed	Security Checked	5/23/2023 1:11:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, UMassBoston (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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